



# City of Sunnyvale

## Notice and Agenda

### City Council

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Tuesday, April 24, 2018

5:00 PM

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

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**Special Meeting: Closed Session-5 PM | Study Session-6 PM | Regular Meeting-7 PM |  
Special Meeting: Redevelopment Successor Agency-immediately following City Council  
meeting**

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

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

**2 Roll Call**

**3 Public Comment**

**4 Convene to Closed Session**

[18-0387](#)

Closed Session held pursuant to California Government Code  
Section 54956.8: CONFERENCE WITH REAL PROPERTY  
NEGOTIATORS

Property: 1484 Kifer Road, Sunnyvale

Agency negotiator: Kent Steffens, City Manager; Chip Taylor,  
Director of Public Works; Sherine Nafie, City Property  
Administrator

Negotiating parties: Divco West Acquisitions, LLC, Everwest  
Real Estate Investors, LLC, Four Corners Properties, LBA Inc.,  
Prologis, L.P., SFF Realty Fund III, Simeon LLC, Summerhill  
Apartment Communities, Toeniskoetter Development, Youland  
Smarthome LLC, Zhen Zhen Li

Under negotiation: Price and Terms of Payment

**5 Adjourn Special Meeting**

#### **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**[18-0164](#)

El Camino Real Corridor Specific Plan - Presentation of Preliminary Development Standards/Design Guidelines

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

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

**CALL TO ORDER**

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

**SALUTE TO THE FLAG****ROLL CALL****CLOSED SESSION REPORT****SPECIAL ORDER OF THE DAY**[18-0291](#)

SPECIAL ORDER OF THE DAY - Recognition of Sunnyvale Student

[18-0298](#)

SPECIAL ORDER OF THE DAY - Older Americans 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**    [18-0330](#)            Approve City Council Meeting Minutes of April 10, 2018

**Recommendation:** Approve the City Council Meeting Minutes of April 10, 2018 as submitted.

- 1.B**    [17-1109](#)            Approve the List(s) of Claims and Bills Approved for Payment by the City Manager

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

- 1.C**    [18-0208](#)            Approve Road Maintenance and Rehabilitation Proposed Projects List for the Road Repair and Accountability Act of 2017 - Local Streets and Roads Funding Program

**Recommendation:** Approve Road Maintenance and Rehabilitation Updated Proposed Projects List for the Road Repair and Accountability Act of 2017 - Local Streets and Roads Funding Program.

- 1.D [18-0258](#) Authorize the Issuance of a Purchase Order for Water Meters (F18-183)

**Recommendation:** 1) Authorize the issuance of a blanket purchase order to National Meter & Automation, Inc. (Badger Meter) for bundled meters and endpoints in the amount of \$280,000, in substantially the same form as Attachment 2 to the report; and 2) Authorize the City Manager to extend the contract for five additional one-year periods, subject to available funding and acceptable pricing and services.

- 1.E [18-0281](#) Award of Contract for Investment Management Services (F18-028)

**Recommendation:** 1) Award a three (3) year contract in the amount not to exceed \$850,000 to Chandler Asset Management, Inc. in substantially the same form as Attachment 1 to the report, and authorize the City Manager to execute the contract when all necessary conditions have been met; 2) authorize the City Manager to award a contract for two additional one-year periods, provided pricing and service remain acceptable to the City.

- 1.F [18-0333](#) Reject Bids Received for Washington Park Playground Surface Removal and Replacement (F18-185)

**Recommendation:** Reject all bids received in response to IFB #F18-185 for Washington Park Playground Surface Removal and Replacement.

- 1.G [18-0341](#) Countywide AB 939 Fee and Household Hazardous Waste Agreements for FY 2018/19 through 2020/21

**Recommendation:** 1. Authorize the City Manager to execute the Agency Agreement for Countywide AB 939 Fee and the Agency Agreement for Countywide Household Hazardous Waste Collection Program, with an augmentation amount of \$61,200.

2. Authorize the City Manager to execute annual amendments to the Countywide HHW Collection Program Agreement and the authority to approve an increase of up to 20 percent in the augmentation amount.

- 1.H [18-0087](#) Award of Five On-Call Contracts for Pavement Rehabilitation Services for the Department of Public Works (F18-150)

**Recommendation:** 1) Award five (5) three-year on-call contracts for professional design services associated with pavement rehabilitation, each in the amount of \$500,000 and in substantially the same form as Attachment 1 to the report, to: NCE of Point Richmond, Wood Rodgers of Sacramento, BKF Engineers of San Jose, Michael Baker International of Rancho Cordova, and CSG Consultants, Inc of San Jose and 2) delegate authority to the City Manager to extend the contracts for up to two additional years based upon available funding, need, pricing, and service.

- 1.I [18-0394](#) Adopt Ordinance No. 3133-18 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

**Recommendation:** Adopt Ordinance No. 3133-18

### **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 [18-0280](#) Public Hearing and Adoption of Resolution to Confirm the Annual Report and Levy and Collect an Annual Assessment for the Downtown Sunnyvale Business Improvement District (BID) for Fiscal Year 2018/2019

**Recommendation:** Alternative 1: Adopt the Resolution to Confirm the Annual Report and Levy and Collect an Annual Assessment for the Downtown Sunnyvale Business Improvement District for Fiscal Year 2018/2019.

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

**NON-AGENDA ITEMS & COMMENTS**

-Council

-City Manager

**INFORMATION ONLY REPORTS/ITEMS**

[18-0342](#) Tentative Council Meeting Agenda Calendar

[18-0174](#) Information/Action Items

[18-0381](#) Board/Commission Meeting Minutes

**ADJOURNMENT**

*Adjourn to Special Meeting of the Redevelopment Successor Agency*

**SPECIAL MEETING: REDEVELOPMENT SUCCESSOR AGENCY (immediately following City Council meeting)**

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

**2 Roll Call**

**3 Public Comment**

*NOTICE: Members of the public shall have the opportunity to address the Successor Agency concerning any item listed on the special meeting agenda before or during consideration of that item. No other items may be discussed at this special meeting.*

**4 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. Each speaker is limited to a maximum of three minutes.*

- 4.A**    [18-0328](#)        Adopt Resolution authorizing the Successor Agency to Transfer Ownership of Certain Real Property from the Successor Agency to the City of Sunnyvale as a Governmental Purposes transfer pursuant to the Dissolution Act (AB x1 26, AB 1484 and SB107)

**Recommendation:** Alternative 1: Authorize the Successor Agency Executive Director to take such actions and execute such instruments and documents as are necessary to transfer the property located at 200 West Evelyn Street, commonly known as Plaza del Sol, to the City as a Governmental Purposes transfer pursuant to the Dissolution Act.

## **5 Adjourn Special Meeting**

**NOTICE TO THE PUBLIC**

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

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

*Pursuant to the Americans with Disabilities Act, if you need special assistance in this meeting, please contact the Office of the City Clerk at (408) 730-7483. Notification of 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.160 (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](http://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

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**18-0387**

**Agenda Date:** 4/24/2018

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Closed Session held pursuant to California Government Code Section 54956.8: CONFERENCE  
WITH REAL PROPERTY NEGOTIATORS

Property: 1484 Kifer Road, Sunnyvale

Agency negotiator: Kent Steffens, City Manager; Chip Taylor, Director of Public Works; Sherine Nafie,  
City Property Administrator

Negotiating parties: Divco West Acquisitions, LLC, Everwest Real Estate Investors, LLC, Four  
Corners Properties, LBA Inc., Prologis, L.P., SFF Realty Fund III, Simeon LLC, Summerhill Apartment  
Communities, Toeniskoetter Development, Youland Smarthome LLC, Zhen Zhen Li

Under negotiation: Price and Terms of Payment



# City of Sunnyvale

## Agenda Item

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**18-0164**

**Agenda Date:** 4/24/2018

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El Camino Real Corridor Specific Plan - Presentation of Preliminary Development Standards/Design Guidelines



# City of Sunnyvale

## Agenda Item

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**18-0291**

**Agenda Date:** 4/24/2018

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SPECIAL ORDER OF THE DAY - Recognition of Sunnyvale Student



# City of Sunnyvale

## Agenda Item

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**18-0298**

**Agenda Date:** 4/24/2018

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SPECIAL ORDER OF THE DAY - Older Americans Month



# City of Sunnyvale

## Agenda Item

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**18-0330**

**Agenda Date:** 4/24/2018

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**SUBJECT**

Approve City Council Meeting Minutes of April 10, 2018

**RECOMMENDATION**

Approve the City Council Meeting Minutes of April 10, 2018 as submitted.



# City of Sunnyvale

## Meeting Minutes - Draft City Council

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Tuesday, April 10, 2018

4:45 PM

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

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**Special Meeting: Closed Sessions- 4:45 PM | Special Joint Closed Session with City  
Council and Successor Agency to the Redevelopment Agency | Council Closed Session  
| Study Session- 6:15 PM | Regular Meeting- 7 PM**

### **4:45 P.M. SPECIAL COUNCIL MEETING (Closed Sessions)**

#### **TELECONFERENCE NOTICE**

Pursuant to Government Code Section 54953(b), this special City Council meeting included teleconference participation by Councilmember Gustav Larsson from Fairfield Inn, Room 116, 105 Celebration Drive, Suwanee, GA 30024. This Notice and Agenda was posted at the teleconference location. Public comment from this address was allowed pursuant to Government Code Section 54954.3.

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

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

Vice Mayor Klein called the meeting to order at 4:47 p.m.

#### **2 Roll Call**

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

Councilmember Gustav Larsson participated in the meeting via teleconference from Fairfield Inn, Room 116, 105 Celebration Drive, Suwanee, GA, 30024.

**3 Public Comment**

No speakers.

**4 Convene Special Joint Meeting of City Council and Successor Agency to the Redevelopment Agency****5 Convene to Closed Session**

[18-0318](#)

**JOINT CLOSED SESSION WITH SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY**

Closed Session held pursuant to California Government Code Section 54956.9(d)(1):

**CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION**

Santa Clara County et al. v. Successor Agency to the Redevelopment Agency of the City of Sunnyvale, et al., Sacramento County Superior Court Case No. 34-2018-80002837

**Consolidated Appeals:**

Santa Clara County Office of Education, et al., v. Successor Agency to the Redevelopment Agency of the City of Sunnyvale, et al. Third District Court of Appeal Case No. C077661; and

Successor Agency to the Redevelopment Agency of the City of Sunnyvale, et al., v. Michael Cohen as Director, et al. Third District Court of Appeal Case No. C077659

**6 Adjourn Special Joint Meeting of City Council and Successor Agency to City Council Special Meeting**

Vice Mayor Klein adjourned the Joint meeting to the City Council Closed Session at 5:32 p.m.

**7 Convene City Council Special Meeting - Closed Session**

[18-0303](#)

**Closed Session held pursuant to California Government Code Section 54956.8: CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Property: "Block 15 Affordable Housing Site" located at 365-407 S. Mathilda Avenue and 388-406 Charles Street



(APNs 165-13-045, 165-13-046, 165-13-068, 165-13-069, 165-13-073, 165-13-074)

City negotiators: City Manager Kent Steffens, Director of Community Development Trudi Ryan, Housing Officer Suzanne Isé

Negotiating parties: The Related Companies of California, LLC  
Under negotiation: Price and terms of payment for a proposed long-term ground lease of City property (Exclusive Negotiating Agreement)

## **8 Adjourn Special Meeting**

Vice Mayor Klein adjourned the meeting at 6:10 p.m.

### **6:15 P.M. SPECIAL COUNCIL MEETING (Study Session)**

#### **TELECONFERENCE NOTICE**

Pursuant to Government Code Section 54953(b), this special City Council meeting included teleconference participation by Councilmember Gustav Larsson from Fairfield Inn, Room 116, 105 Celebration Drive, Suwanee, GA 30024. This Notice and Agenda was posted at the teleconference location. Public comment from this address was allowed pursuant to Government Code Section 54954.3.

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

Vice Mayor Klein called the meeting to order at 6:15 p.m.

#### **2 Roll Call**

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

Councilmember Gustav Larsson participated in the meeting via teleconference from Fairfield Inn, Room 116, 105 Celebration Drive, Suwanee, GA, 30024.

#### **3 Public Comment**

#### **4 Study Session**

[18-0257](#) Study Session to Review the National Citizens Survey Results

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

Vice Mayor Klein adjourned the meeting at 6:42 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  
Vice Mayor Larry Klein  
Councilmember Jim Griffith  
Councilmember Nancy Smith  
Councilmember Russ Melton  
Councilmember Michael S. Goldman  
**Absent:** 1 - Councilmember Gustav Larsson

Councilmember Gustav Larsson's absence was excused.

##### **CLOSED SESSION REPORT**

Vice Mayor Klein reported the Council and the Successor Agency to the Redevelopment Agency met in Closed Session pursuant to California Government Code Section 54956.9(d)(1): CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION; Santa Clara County et al. v. Successor Agency to the Redevelopment Agency of the City of Sunnyvale, et al., Sacramento County Superior Court Case No. 34 2018 80002837

Consolidated Appeals: There was a unanimous decision to defend the lawsuit and to accept the County's offer to extend the time to respond. City Attorney John Nagel clarified that the existing litigation and the consolidated appeals included the

Successor Agency and the City Council.

Santa Clara County Office of Education, et al., v. Successor Agency to the Redevelopment Agency of the City of Sunnyvale, et al. Third District Court of Appeal Case No. C077661; nothing to report.

Successor Agency to the Redevelopment Agency of the City of Sunnyvale, et al., v. Michael Cohen as Director, et al. Third District Court of Appeal Case No. C077659; nothing to report.

Vice Mayor Klein reported the Council met in Closed Session pursuant to California Government Code Section 54956.8: CONFERENCE WITH REAL PROPERTY NEGOTIATORS; Property: "Block 15 Affordable Housing Site" located at 365 407 S. Mathilda Avenue and 388 406 Charles Street); nothing to report.

### **SPECIAL ORDER OF THE DAY**

[18-0013](#) SPECIAL ORDER OF THE DAY - Ceremonial Oath of Office for Board and Commission Members

City Clerk Kathleen Franco Simmons administered the Oath of Office to Julie Rogers, Arts Commission and Douglas Kunz, Sustainability Commission.

[18-0347](#) SPECIAL ORDER OF THE DAY - Earth Month

Mayor Hendricks provided comments and proclaimed April 2018 as Earth Month in the City of Sunnyvale.

[18-0095](#) SPECIAL ORDER OF THE DAY - 2018 Earth Day Video and Poster Contest Winners

Mayor Hendricks and Jackie Davison, Environmental Outreach Coordinator, recognized the 2018 Earth Day Video and Poster Contest Winners.

[18-0096](#) SPECIAL ORDER OF THE DAY - Recognition of Green Businesses

Mayor Hendricks and Mary Lindemuth, Zero Waste Program Analyst, presented awards in recognition of Green Businesses.

[18-0214](#) SPECIAL ORDER OF THE DAY - Fair Housing Month

Mayor Hendricks presented a proclamation in recognition of Fair Housing Month to Project Sentinel Executive Director Ann Marquart.

**ORAL COMMUNICATIONS**

Councilmember Melton announced the Summer Recruitment for upcoming openings on Boards and Commissions.

Andy Frazer spoke regarding lack of affordable housing in Sunnyvale and provided a PowerPoint presentation.

Josh Grossman spoke regarding a measure in San Jose requiring local hiring and geographically specific prevailing wages, and urged the Council to consider similar legislation for Sunnyvale.

Henry Alexander III spoke regarding the need for signage as a safety measure for pedestrians in the Raynor Park Neighborhood, and provided a PowerPoint presentation.

Steve Morrison spoke regarding the rollout of the food scrap containers, the size and costs to the City and the residents, health and safety concerns, and the independent audit that was performed.

Ernest Aguayo spoke regarding the design of the food waste bins, health and safety concerns and recommended better solutions be sought with input from the residents.

Tim Titus spoke regarding the food waste program and the cost to residents who have no food scraps because they compost, and recommended alternative options.

Richard Mehlinger spoke regarding Sand Hill's application to use SB35 for the Vallco Mall project for 1,200 low-income, affordable units in Cupertino, and recommended Sunnyvale to consider participating in the specific plan engagement process.

**CONSENT CALENDAR**

MOTION: Vice Mayor Klein moved and Councilmember Smith seconded the motion to approve the Consent Calendar.

The motion carried by the following vote:

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

**No:** 0

**Absent:** 1 - Councilmember Larsson

**1.A**     [18-0247](#)     Approve City Council Meeting Minutes of March 27, 2018

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

**1.B**     [17-1108](#)     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**     [18-0117](#)     Approve a Special Agreement between the City of Sunnyvale  
and the Sunnyvale Sister City Association for the use of City  
Facilities

Authorize the City Manager to execute a Special Agreement with Sunnyvale Sister  
City Association for the use of City facilities.

**1.D**     [18-0221](#)     Adopt a Resolution Authorizing the Finance Director to Renew  
a Business License Tax Data Exchange Agreement with the  
California Franchise Tax Board

Find that the action is exempt from the California Environmental Quality Act (CEQA)  
pursuant to CEQA Guideline Section 15378(b)(5) and adopt a Resolution  
authorizing the Finance Director to execute a reciprocal agreement with the  
California Franchise Tax Board for the exchange of business license tax data  
through December 31, 2020.

**1.E**     [18-0088](#)     Award of a three-year Contract for Routine Hazardous Waste  
and Emergency Cleanup Service (F18-166)

1) Award a three-year contract in substantially the same form as Attachment 2 to the  
report in the amount not to exceed \$240,000 to Clean Harbors of Norwell, MA, for  
the routine hazardous wastes and emergency cleanup service, and 2) Authorize the  
City Manager to renew the contract for two additional one-year periods if services

and pricing remain acceptable to the City, subject to the availability of funds.

- 1.F**      [18-0322](#)      Adopt Ordinance No. 3132-18 designating Lori Avenue between Pajaro Avenue and North Pastoria Avenue and Shirley Avenue between Pajaro Avenue and North Pastoria Avenue as Preferential Parking Zones for the benefit of residents adjacent thereto

Adopt Ordinance No. 3132-18

- 1.G**      [18-0323](#)      Second Amendment to Outside Counsel Agreement with Liebert Cassidy Whitmore for Litigation Services

Authorize the City Attorney to execute a Second Amendment, in substantially the same form as Attachment 1 to the report, to the Outside Counsel Agreement with the law firm of Liebert Cassidy Whitmore to increase the not-to-exceed amount by \$50,000, for a total new not-to-exceed contract amount of \$150,000.

#### **PUBLIC HEARINGS/GENERAL BUSINESS**

- 2**      [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 5.1.6, Wage Theft Prevention Policy (Study Issue) and Finding of Exemption from the California Environmental Quality Act

Economic Development Manager Connie Verceles provided the staff report. Senior Assistant City Attorney Robert Boco provided additional information.

Public Hearing opened at 8:20 p.m.

Richard Mehlinger spoke in support of Alternatives 1, 2 and 3.

John Cordes, BPAC member, speaking for himself, spoke in support of the ordinance.

Josh Grossman, Chair of Housing and Human Services Commission, speaking for himself, spoke in support of the wage theft ordinance.

David Wessel, speaking on behalf of the Sunnyvale Democratic Club, spoke in support of the ordinance.

Marie Bernard, Executive Director of Sunnyvale Community Services, spoke in support of the ordinance.

Mike Serrone, speaking for the Sunnyvale Democratic Club, spoke in support of the ordinance.

Huy Tran spoke in support of the wage theft ordinance.

Felicia Gershberg spoke in support of the ordinance.

Robert Greeley, Employment Attorney and Supervising Attorney at the Workers' Rights Clinic, spoke in support of the ordinance.

Michael Tayag, member of the Santa Clara County Wage Theft Coalition, and the Pilipino Association of Workers and Immigrants, a grassroots workers organization, spoke in support of the wage theft ordinance.

Ruth Silver Taube, supervises the Workers Rights Clinic at the Katharine & George Alexander Community Law Center, spoke in support of the ordinance.

Joan Goddard, representing 9to5 National Association of Working Women, California Chapter, spoke in support of the wage theft ordinance.

Sally Lieber spoke in support of the ordinance.

Shaunn Cartwright spoke in support of the ordinance.

Public Hearing closed at 8:44 p.m.

MOTION: Councilmember Smith moved and Councilmember Melton seconded the motion to approve Alternatives 1, 2 and 3: 1) Make a finding of exemption from the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15378(b)(5), 2) Introduce Ordinance to amend certain Chapters of Sunnyvale Municipal Code Titles 5 and 9 to specifically authorize the denial, suspension or revocation of a permit or license upon a final wage theft judgment, and 3) Adopt a new Council Policy entitled "Wage Theft Prevention Policy."

City Clerk Kathleen Franco Simmons read the ordinance title.

The motion carried by the following vote:

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

**No:** 0

**Absent:** 1 - Councilmember Larsson

- 3**      [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

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

Public Hearing opened at 8:55 p.m.

No speakers.

Public Hearing closed at 8:55 p.m.

MOTION: Councilmember Melton moved and Vice Mayor Klein seconded the motion to approve Alternative 1: Authorize the City Manager to Execute a Side Letter Agreement between the City of Sunnyvale and the Public Safety Manager's 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.

The motion carried by the following vote:



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

**No: 0**

**Absent: 1 -** Councilmember Larsson

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

Councilmember Smith announced an annual fundraiser of the Peninsula Division of the League of California Cities.

Mayor Hendricks reported on a recent VTA Board meeting and its vote to approve the single-bore option for the BART extension into San Jose under Santa Clara.

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

#### **-Council**

Councilmember Melton spoke regarding comments made by an earlier speaker ...connector street from Marion to Dunford and the No Parking signs. City Manager Kent Steffens provided additional information.

#### **-City Manager**

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

[18-0246](#) Tentative Council Meeting Agenda Calendar

[18-0173](#) Information/Action Items

[18-0297](#) Board/Commission Meeting Minutes

### **ADJOURNMENT**

Mayor Hendricks adjourned the meeting at 8:59 p.m.



# City of Sunnyvale

## Agenda Item

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17-1109

Agenda Date: 4/24/2018

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### 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
914	03-25-18 through 03-31-18	\$4,414,389.42
915	04-01-18 through 04-07-18	\$2,793,298.28

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

#### **ENVIRONMENTAL REVIEW**

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

#### **PUBLIC CONTACT**

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

#### **RECOMMENDATION**

Approve the list(s) of claims and bills.

Prepared by: Timothy J. Kirby, Director of Finance

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

#### **ATTACHMENTS**

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

4/9/2018

City of Sunnyvale

**LIST # 914**

Page 1

**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 3/25/2018 through 3/31/2018**

Sorted by Payment Number

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
xxx8741	3/29/18	ABEL A VARGAS	APRIL 2018	Insurances - Retiree Medical - Retiree Reimbursement	724.06	0.00	724.06	<b>\$724.06</b>
xxx8742	3/29/18	AIMEE FOSBENNER	APRIL 2018	Insurances - Retiree Medical - Retiree Reimbursement	53.36	0.00	53.36	<b>\$53.36</b>
xxx8743	3/29/18	ALI FATAPOUR	APRIL 2018	Insurances - Retiree Medical - Retiree Reimbursement	1,475.79	0.00	1,475.79	<b>\$1,475.79</b>
xxx8744	3/29/18	ANNABEL YURUTUCU	APRIL 2018	Insurances - Retiree Medical - Retiree Reimbursement	429.09	0.00	429.09	<b>\$429.09</b>
xxx8745	3/29/18	BRICE MCQUEEN	APRIL 2018	Insurances - Retiree Medical - Retiree Reimbursement	942.38	0.00	942.38	<b>\$942.38</b>
xxx8746	3/29/18	BYRON K PIPKIN	APRIL 2018	Insurances - Retiree Medical - Retiree Reimbursement	887.34	0.00	887.34	<b>\$887.34</b>
xxx8747	3/29/18	CATHY E MERRILL	APRIL 2018	Insurances - Retiree Medical - Retiree Reimbursement	53.36	0.00	53.36	<b>\$53.36</b>
xxx8748	3/29/18	CATHY HAYNES	APRIL 2018	Insurances - Retiree Medical - Retiree Reimbursement	1,245.04	0.00	1,245.04	<b>\$1,245.04</b>
xxx8749	3/29/18	CHRIS CARRION	APRIL 2018	Insurances - Retiree Medical - Retiree Reimbursement	724.06	0.00	724.06	<b>\$724.06</b>
xxx8750	3/29/18	CORYN CAMPBELL	APRIL 2018	Insurances - Retiree Medical - Retiree Reimbursement	265.62	0.00	265.62	<b>\$265.62</b>
xxx8751	3/29/18	DAN HAMMONS	APRIL 2018	Insurances - Retiree Medical - Retiree Reimbursement	942.38	0.00	942.38	<b>\$942.38</b>
xxx8752	3/29/18	DAVID A LEWIS	APRIL 2018	Insurances - Retiree Medical - Retiree Reimbursement	929.24	0.00	929.24	<b>\$929.24</b>
xxx8753	3/29/18	DAVID KAHN	APRIL 2018	Insurances - Retiree Medical - Retiree Reimbursement	884.11	0.00	884.11	<b>\$884.11</b>
xxx8754	3/29/18	DAVID L VERBRUGGE	APRIL 2018	Insurances - Retiree Medical - Retiree Reimbursement	1,261.79	0.00	1,261.79	<b>\$1,261.79</b>
xxx8755	3/29/18	DAVID M GOTT	APRIL 2018	Insurances - Retiree Medical - Retiree Reimbursement	265.62	0.00	265.62	<b>\$265.62</b>
xxx8756	3/29/18	DAVID PITTS	APRIL 2018	Insurances - Retiree Medical - Retiree Reimbursement	704.34	0.00	704.34	<b>\$704.34</b>
xxx8757	3/29/18	DEE SCHABOT	APRIL 2018	Insurances - Retiree Medical - Retiree Reimbursement	866.94	0.00	866.94	<b>\$866.94</b>

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xxx8758	3/29/18	DON JOHNSON	APRIL 2018	Insurances - Retiree Medical - Retiree Reimbursement	487.24	0.00	487.24	<b>\$487.24</b>
xxx8759	3/29/18	DOUGLAS MORETTO	APRIL 2018	Insurances - Retiree Medical - Retiree Reimbursement	1,191.98	0.00	1,191.98	<b>\$1,191.98</b>
xxx8760	3/29/18	ENCARNACION HERNANDEZ	APRIL 2018	Insurances - Retiree Medical - Retiree Reimbursement	171.76	0.00	171.76	<b>\$171.76</b>
xxx8761	3/29/18	ERWIN YOUNG	APRIL 2018	Insurances - Retiree Medical - Retiree Reimbursement	602.30	0.00	602.30	<b>\$602.30</b>
xxx8762	3/29/18	ESTRELLA AGRAVIADOR KAWCZYNSKI	APRIL 2018	Insurances - Retiree Medical - Retiree Reimbursement	183.34	0.00	183.34	<b>\$183.34</b>
xxx8763	3/29/18	EUGENE J WADDELL	APRIL 2018	Insurances - Retiree Medical - Retiree Reimbursement	866.94	0.00	866.94	<b>\$866.94</b>
xxx8764	3/29/18	FRANK CURTIS BLACK	APRIL 2018	Insurances - Retiree Medical - Retiree Reimbursement	269.76	0.00	269.76	<b>\$269.76</b>
xxx8765	3/29/18	FRANK J GRGURINA	APRIL 2018	Insurances - Retiree Medical - Retiree Reimbursement	595.99	0.00	595.99	<b>\$595.99</b>
xxx8766	3/29/18	GARY K CARLS	APRIL 2018	Insurances - Retiree Medical - Retiree Reimbursement	310.58	0.00	310.58	<b>\$310.58</b>
xxx8767	3/29/18	GARY LUEBBERS	APRIL 2018	Insurances - Retiree Medical - Retiree Reimbursement	299.22	0.00	299.22	<b>\$299.22</b>
xxx8768	3/29/18	GLENN FORTIN	APRIL 2018	Insurances - Retiree Medical - Retiree Reimbursement	457.34	0.00	457.34	<b>\$457.34</b>
xxx8769	3/29/18	GREGORY E KEVIN	APRIL 2018	Insurances - Retiree Medical - Retiree Reimbursement	704.34	0.00	704.34	<b>\$704.34</b>
xxx8770	3/29/18	JAMES BOUZIANE	APRIL 2018	Insurances - Retiree Medical - Retiree Reimbursement	602.30	0.00	602.30	<b>\$602.30</b>
xxx8771	3/29/18	JEFFREY PLECQUE	APRIL 2018	Insurances - Retiree Medical - Retiree Reimbursement	1,134.34	0.00	1,134.34	<b>\$1,134.34</b>
xxx8772	3/29/18	JEROME P AMMERMAN	APRIL 2018	Insurances - Retiree Medical - Retiree Reimbursement	724.06	0.00	724.06	<b>\$724.06</b>
xxx8773	3/29/18	JOHN DEBATTISTA	APRIL 2018	Insurances - Retiree Medical - Retiree Reimbursement	724.06	0.00	724.06	<b>\$724.06</b>
xxx8774	3/29/18	JOHN HOWE	APRIL 2018	Insurances - Retiree Medical - Retiree Reimbursement	429.09	0.00	429.09	<b>\$429.09</b>
xxx8775	3/29/18	JOHN S WITTHAUS	APRIL 2018	Insurances - Retiree Medical - Retiree Reimbursement	1,475.79	0.00	1,475.79	<b>\$1,475.79</b>

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xxx8776	3/29/18	KAREN WOBLESKY	APRIL 2018	Insurances - Retiree Medical - Retiree Reimbursement	929.24	0.00	929.24	<b>\$929.24</b>
xxx8777	3/29/18	KELLY FITZGERALD	APRIL 2018	Insurances - Retiree Medical - Retiree Reimbursement	704.34	0.00	704.34	<b>\$704.34</b>
xxx8778	3/29/18	KELLY MENEHAN	APRIL 2018	Insurances - Retiree Medical - Retiree Reimbursement	46.79	0.00	46.79	<b>\$46.79</b>
xxx8779	3/29/18	KLAUS DAEHNE	APRIL 2018	Insurances - Retiree Medical - Retiree Reimbursement	565.43	0.00	565.43	<b>\$565.43</b>
xxx8780	3/29/18	MARK G PETERSEN	APRIL 2018	Insurances - Retiree Medical - Retiree Reimbursement	1,458.71	0.00	1,458.71	<b>\$1,458.71</b>
xxx8781	3/29/18	MARK STIVERS	APRIL 2018	Insurances - Retiree Medical - Retiree Reimbursement	704.34	0.00	704.34	<b>\$704.34</b>
xxx8782	3/29/18	MARVIN A ROSE	APRIL 2018	Insurances - Retiree Medical - Retiree Reimbursement	449.10	0.00	449.10	<b>\$449.10</b>
xxx8783	3/29/18	MICHAEL A CHAN	APRIL 2018	Insurances - Retiree Medical - Retiree Reimbursement	1,475.79	0.00	1,475.79	<b>\$1,475.79</b>
xxx8784	3/29/18	MYRIAM CASTANEDA	APRIL 2018	Insurances - Retiree Medical - Retiree Reimbursement	429.09	0.00	429.09	<b>\$429.09</b>
xxx8785	3/29/18	PETE GONDA	APRIL 2018	Insurances - Retiree Medical - Retiree Reimbursement	1,458.71	0.00	1,458.71	<b>\$1,458.71</b>
xxx8786	3/29/18	RICHARD C GURNEY	APRIL 2018	Insurances - Retiree Medical - Retiree Reimbursement	429.09	0.00	429.09	<b>\$429.09</b>
xxx8787	3/29/18	ROBERT WALKER	APRIL 2018	Insurances - Retiree Medical - Retiree Reimbursement	1,418.36	0.00	1,418.36	<b>\$1,418.36</b>
xxx8788	3/29/18	RONALD DALBA	APRIL 2018	Insurances - Retiree Medical - Retiree Reimbursement	704.34	0.00	704.34	<b>\$704.34</b>
xxx8789	3/29/18	SCOTT MORTON	APRIL 2018	Insurances - Retiree Medical - Retiree Reimbursement	1,191.98	0.00	1,191.98	<b>\$1,191.98</b>
xxx8790	3/29/18	SILVIA MARTINS	APRIL 2018	Insurances - Retiree Medical - Retiree Reimbursement	942.38	0.00	942.38	<b>\$942.38</b>
xxx8791	3/29/18	SIMON C LEMUS	APRIL 2018	Insurances - Retiree Medical - Retiree Reimbursement	1,458.71	0.00	1,458.71	<b>\$1,458.71</b>
xxx8792	3/29/18	STEVEN D PIGOTT	APRIL 2018	Insurances - Retiree Medical - Retiree Reimbursement	458.41	0.00	458.41	<b>\$458.41</b>
xxx8793	3/29/18	TAMMY PARKHURST	APRIL 2018	Insurances - Retiree Medical - Retiree Reimbursement	265.62	0.00	265.62	<b>\$265.62</b>

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xxx8794	3/29/18	THERESE BALBO	APRIL 2018	Insurances - Retiree Medical - Retiree Reimbursement	1,071.44	0.00	1,071.44	<b>\$1,071.44</b>
xxx8795	3/29/18	TIM CARLYLE	APRIL 2018	Insurances - Retiree Medical - Retiree Reimbursement	704.34	0.00	704.34	<b>\$704.34</b>
xxx8796	3/29/18	TIM JOHNSON	APRIL 2018	Insurances - Retiree Medical - Retiree Reimbursement	704.34	0.00	704.34	<b>\$704.34</b>
xxx8797	3/29/18	TONY J PEREZ	APRIL 2018	Insurances - Retiree Medical - Retiree Reimbursement	866.94	0.00	866.94	<b>\$866.94</b>
xxx8798	3/29/18	VINCENT CHETCUTI	APRIL 2018	Insurances - Retiree Medical - Retiree Reimbursement	1,475.79	0.00	1,475.79	<b>\$1,475.79</b>
xxx8799	3/29/18	WILLIAM BIELINSKI	APRIL 2018	Insurances - Retiree Medical - Retiree Reimbursement	265.62	0.00	265.62	<b>\$265.62</b>
xxx8800	3/29/18	WILLIAM L DISQUE	APRIL 2018	Insurances - Retiree Medical - Retiree Reimbursement	413.57	0.00	413.57	<b>\$413.57</b>
xxx301030	3/27/18	AGILENT TECHNOLOGIES INC	114554511	General Supplies	521.02	0.00	521.02	<b>\$521.02</b>
xxx301031	3/27/18	AIR EXCHANGE INC	41658	Facilities Maint & Repair - Labor	500.00	0.00	500.00	<b>\$1,068.98</b>
			41658	Facilities Maint & Repair - Materials	568.98	0.00	568.98	
xxx301032	3/27/18	AIRGAS USA LLC	9073337748	General Supplies	577.91	0.00	577.91	<b>\$1,508.01</b>
			9073483410	General Supplies	141.54	0.00	141.54	
			9073575320	General Supplies	578.62	0.00	578.62	
			9951956601	General Supplies	209.94	0.00	209.94	
xxx301033	3/27/18	ALAMEDA CTY INFORMATION TECHNOLOGY DEPT	112-1802057	Software As a Service	1,578.40	0.00	1,578.40	<b>\$1,578.40</b>
xxx301034	3/27/18	ALL STAR GLASS	ISJ055223	Parts, Vehicles & Motor Equip	537.71	0.00	537.71	<b>\$537.71</b>
xxx301035	3/27/18	ALLSTAR FIRE EQUIPMENT INC	205643	Clothing, Uniforms & Access	365.15	0.00	365.15	<b>\$365.15</b>
xxx301036	3/27/18	ALMADEN PRESS	130791	Printing & Related Services	10,535.00	0.00	10,535.00	<b>\$10,535.00</b>
xxx301037	3/27/18	ALPINE AWARDS INC	5524925	Customized Products	407.42	0.00	407.42	<b>\$407.42</b>
xxx301038	3/27/18	AMFASOFT CORP	MICKENN-03	DED Services/Training - Training	592.50	0.00	592.50	<b>\$592.50</b>
xxx301039	3/27/18	ANDERSON PACIFIC ENGINEERING	EMRGNCYFLO W#16	Construction Services	820.77	0.00	820.77	<b>\$820.77</b>
xxx301040	3/27/18	APEX LIFE SCIENCES LLC	LAB550417978	Salaries - Contract Personnel	932.25	0.00	932.25	<b>\$3,055.14</b>
			LAB550417979	Salaries - Contract Personnel	1,083.39	0.00	1,083.39	
			LAB550420173	Salaries - Contract Personnel	1,039.50	0.00	1,039.50	

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xxx301041	3/27/18	BAY AREA NEWS GROUP DIGITAL FIRST MEDIA	0005952967	Advertising Services	442.00	0.00	442.00	<b>\$2,576.00</b>
			0006083779	Advertising Services	166.00	0.00	166.00	
			0006083783	Advertising Services	163.00	0.00	163.00	
			0006083792	Advertising Services	364.00	0.00	364.00	
			0006083826	Advertising Services	170.00	0.00	170.00	
			0006089356	Advertising Services	186.00	0.00	186.00	
			0006092671	Advertising Services	175.00	0.00	175.00	
			0006102910	Advertising Services	455.00	0.00	455.00	
			0006102910-23	Advertising Services	455.00	0.00	455.00	
xxx301043	3/27/18	BAY-VALLEY PEST CONTROL INC	0237477	Facilities Maintenance & Repair Labor	59.00	0.00	59.00	<b>\$236.00</b>
			0237478	Facilities Maintenance & Repair Labor	59.00	0.00	59.00	
			0237479	Facilities Maintenance & Repair Labor	59.00	0.00	59.00	
			0237480	Facilities Maintenance & Repair Labor	59.00	0.00	59.00	
			02374912REV	Facilities Maintenance & Repair Labor	-120.00	0.00	-120.00	
			0237492	Facilities Maintenance & Repair Labor	120.00	0.00	120.00	
xxx301044	3/27/18	BICKMORE	BRS-0016574	Financial Services	4,250.00	0.00	4,250.00	<b>\$6,500.00</b>
			BRS-0016575	Financial Services	2,250.00	0.00	2,250.00	
xxx301045	3/27/18	BIGGS CARDOSA ASSOC INC	73180	Engineering Services	5,383.00	0.00	5,383.00	<b>\$8,832.83</b>
			73413	Engineering Services	3,449.83	0.00	3,449.83	
xxx301046	3/27/18	BLACK & VEATCH CORP	1263716	Consultants	15,535.00	0.00	15,535.00	<b>\$15,535.00</b>
xxx301047	3/27/18	BRUCE BARTON PUMP SERVICE INC	0095478-IN	Bldg Maint Matls & Supplies	292.08	0.00	292.08	<b>\$292.08</b>
xxx301048	3/27/18	BUCKLES-SMITH ELECTRIC CO	3072504-00	Electrical Parts & Supplies	14,003.76	0.00	14,003.76	<b>\$15,010.27</b>
			3072504-01	Electrical Parts & Supplies	1,006.51	0.00	1,006.51	
xxx301049	3/27/18	CDM SMITH	90037239	Consultants	152,538.80	0.00	152,538.80	<b>\$322,115.77</b>
			90039044	Consultants	169,576.97	0.00	169,576.97	
xxx301050	3/27/18	CSG CONSULTANTS INC	15707	Consultants	9,610.00	0.00	9,610.00	<b>\$23,250.00</b>
			16044	Consultants	13,640.00	0.00	13,640.00	
xxx301051	3/27/18	CALIFA GROUP	10311	Utilities - Telephone	4,719.60	0.00	4,719.60	<b>\$4,719.60</b>
xxx301052	3/27/18	CALIFORNIA BANK OF COMMERCE	MRYAVBIKEII#01	Construction Project Contract Retainage	5,642.95	0.00	5,642.95	<b>\$36,083.85</b>



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			MRYAVBIKEII# 02	Construction Project Contract Retainage	14,598.54	0.00	14,598.54	
			MRYAVBIKEII# 03	Construction Project Contract Retainage	15,842.36	0.00	15,842.36	
xxx301053	3/27/18	CARMELLA MARIE RUHOFF	13	General Supplies	16.00	0.00	16.00	<b>\$48.00</b>
			143	General Supplies	16.00	0.00	16.00	
			49	General Supplies	16.00	0.00	16.00	
xxx301054	3/27/18	CENTURY GRAPHICS	48316	Clothing, Uniforms & Access	447.99	0.00	447.99	<b>\$1,015.24</b>
			48418	Clothing, Uniforms & Access	567.25	0.00	567.25	
xxx301055	3/27/18	CHALLENGE WORKS INC	2892	Facilities Maintenance & Repair Labor	904.12	0.00	904.12	<b>\$904.12</b>
xxx301056	3/27/18	COAST COUNTIES PETERBILT	0120089S	Parts, Vehicles & Motor Equip	450.00	0.00	450.00	<b>\$3,751.50</b>
			0120579S	Parts, Vehicles & Motor Equip	1,046.79	0.00	1,046.79	
			0120624S	Parts, Vehicles & Motor Equip	494.55	0.00	494.55	
			0120645S	Parts, Vehicles & Motor Equip	494.55	0.00	494.55	
			0120788S	Parts, Vehicles & Motor Equip	1,125.19	0.00	1,125.19	
			0152329P	Parts, Vehicles & Motor Equip	66.62	0.00	66.62	
			0152576P	Parts, Vehicles & Motor Equip	73.80	0.00	73.80	
xxx301057	3/27/18	COUNTY OF SANTA CLARA OFC OF THE SHERIFF	1800061971	Real Property Rental/Lease	500.00	0.00	500.00	<b>\$500.00</b>
xxx301058	3/27/18	CUNNINGHAM ELECTRIC INC	9035	Facilities Maintenance & Repair Labor	2,345.00	0.00	2,345.00	<b>\$2,845.00</b>
			9036	Facilities Maintenance & Repair Labor	500.00	0.00	500.00	
xxx301059	3/27/18	D & M TRAFFIC SERVICES INC	56960	Inventory Purchase	555.90	0.00	555.90	<b>\$555.90</b>
xxx301060	3/27/18	DKS ASSOC	0065770	Consultants	3,850.43	0.00	3,850.43	<b>\$8,694.44</b>
			0065936	Consultants	4,844.01	0.00	4,844.01	
xxx301061	3/27/18	DAPPER TIRE CO INC	45607463	Inventory Purchase	201.34	0.00	201.34	<b>\$201.34</b>
xxx301062	3/27/18	DEL GAVIO GROUP	8459	Facilities Maintenance & Repair Labor	4,700.00	0.00	4,700.00	<b>\$5,432.58</b>
			8460	Facilities Maintenance & Repair Labor	732.58	0.00	732.58	
xxx301063	3/27/18	DOWNEY BRAND LLP	522662	Legal Services	85.00	0.00	85.00	<b>\$85.00</b>
xxx301064	3/27/18	EP 21	0056914-IN	General Supplies	124.90	0.00	124.90	<b>\$124.90</b>
xxx301065	3/27/18	EMPIRE SAFETY & SUPPLY	0092188-CM	Inventory Purchase	-41.08	0.00	-41.08	<b>\$1,238.94</b>
			0092188-IN	Inventory Purchase	1,280.02	0.00	1,280.02	
xxx301066	3/27/18	ENVIRONMENTAL RESOURCE ASSOC	854043	General Supplies	352.56	0.00	352.56	<b>\$352.56</b>

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xxx301067	3/27/18	ESPINOZA TREE SERVICE	679	Facilities Maintenance & Repair Labor	700.00	0.00	700.00	<b>\$700.00</b>
xxx301068	3/27/18	FEDEX	6-113-38896	Mailing & Delivery Services	14.40	0.00	14.40	<b>\$19.79</b>
			6-119-87867	Mailing & Delivery Services	5.39	0.00	5.39	
xxx301069	3/27/18	FERGUSON ENTERPRISES INC 1423	1347783	Construction Services	385.86	0.00	385.86	<b>\$2,424.60</b>
			1347800	Construction Services	2,038.74	0.00	2,038.74	
xxx301070	3/27/18	FITGUARD INC	0000141454	Facilities Maintenance & Repair Labor	145.00	0.00	145.00	<b>\$145.00</b>
xxx301071	3/27/18	FOSTER BROS SECURITY SYSTEMS INC	297338	Bldg Maint Matls & Supplies	274.14	0.00	274.14	<b>\$356.64</b>
			297414	Facilities Maintenance & Repair Labor	82.50	0.00	82.50	
xxx301072	3/27/18	GARDENLAND POWER EQUIPMENT	556731	Misc Equip Maint & Repair - Labor	73.10	0.00	73.10	<b>\$300.29</b>
			556731	Misc Equip Maint & Repair - Materials	60.62	0.00	60.62	
			556748	Misc Equip Maint & Repair - Materials	166.57	0.00	166.57	
xxx301073	3/27/18	GOODYEAR COMMERCIAL TIRE & SERVICE CTR	189-1097634	Inventory Purchase	824.82	0.00	824.82	<b>\$824.82</b>
xxx301074	3/27/18	GRAINGER	9733227970	Inventory Purchase	410.45	0.00	410.45	<b>\$410.45</b>
xxx301075	3/27/18	HDL SOFTWARE LLC	0011705-IN	Computer Software	324.17	0.00	324.17	<b>\$324.17</b>
xxx301076	3/27/18	HYDROSCIENCE ENGINEERS INC	262001086	Professional Services	848.41	0.00	848.41	<b>\$5,493.41</b>
			262013043	Professional Services	2,605.00	0.00	2,605.00	
			262013044	Professional Services	2,040.00	0.00	2,040.00	
xxx301077	3/27/18	INFRASTRUCTURE ENGINEERING CORP	10520	Engineering Services	14,807.50	0.00	14,807.50	<b>\$14,807.50</b>
xxx301078	3/27/18	INTERIORS & TEXTILES CORP	392	Bldg Maint Matls & Supplies	797.75	0.00	797.75	<b>\$797.75</b>
xxx301079	3/27/18	INTERNATIONAL MANAGEMENT SYSTEMS	8122	Professional Services	7,020.00	0.00	7,020.00	<b>\$7,020.00</b>
xxx301080	3/27/18	JAVELCO EQUIPMENT SERVICE INC	53533	Misc Equip Maint & Repair - Labor	95.00	0.00	95.00	<b>\$148.90</b>
			53533	Misc Equip Maint & Repair - Materials	53.90	0.00	53.90	
xxx301081	3/27/18	JOBTRAIN	FEB2018	DED Services/Training - Training	6,000.00	0.00	6,000.00	<b>\$45,973.00</b>
			FEB2018	Contracts/Service Agreements	39,973.00	0.00	39,973.00	
xxx301082	3/27/18	KAPPE ARCHITECTS	1350	Consultants	9,208.70	0.00	9,208.70	<b>\$9,208.70</b>
xxx301084	3/27/18	KENNEDY JENKS CONSULTANTS	119769	Engineering Services	6,153.75	0.00	6,153.75	<b>\$6,153.75</b>
xxx301085	3/27/18	KOHLWEISS AUTO PARTS INC	01PP7439	Inventory Purchase	335.44	6.71	328.73	<b>\$424.49</b>
			01PP7442	Inventory Purchase	32.57	0.65	31.92	
			01PP7553	Inventory Purchase	65.14	1.30	63.84	
xxx301086	3/27/18	LANDCARE USA LLC	108385	Miscellaneous Services	416.67	0.00	416.67	<b>\$901.67</b>

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xxx301087	3/27/18	LEHR AUTO ELECTRIC	131810	Services Maintain Land Improv	485.00	0.00	485.00	<b>\$1,310.95</b>
			SI11568	Parts, Vehicles & Motor Equip	649.86	0.00	649.86	
			SI12171	Parts, Vehicles & Motor Equip	115.78	0.00	115.78	
			SI12664	Parts, Vehicles & Motor Equip	545.31	0.00	545.31	
xxx301088	3/27/18	LIFETIME TENNIS INC	600131	Rec Instructors/Officials	8,091.60	0.00	8,091.60	<b>\$8,091.60</b>
xxx301089	3/27/18	LOCAL GOVERNMENT PUBLICATIONS	18-492	Books & Publications	143.56	0.00	143.56	<b>\$143.56</b>
xxx301090	3/27/18	MARK THOMAS & CO INC	29621R	Consultants	9,123.07	0.00	9,123.07	<b>\$49,910.10</b>
			29821R	Consultants	31,849.78	0.00	31,849.78	
			30076R	Consultants	8,937.25	0.00	8,937.25	
xxx301091	3/27/18	MIDWEST TAPE	95894151	Library Acquis, Audio/Visual	1,254.69	0.00	1,254.69	<b>\$3,119.94</b>
			95894496	Library Acquis, Audio/Visual	586.50	0.00	586.50	
			95896144	Library Acquis, Audio/Visual	383.09	0.00	383.09	
			95916480	Library Acquis, Audio/Visual	457.34	0.00	457.34	
			95917593	Library Acquis, Audio/Visual	438.32	0.00	438.32	
xxx301092	3/27/18	MONTEREY MECHANICAL CO	70-2863-1RX	Consultants	7,540.00	0.00	7,540.00	<b>\$52,500.00</b>
			70-2863-2RX	Consultants	25,230.00	0.00	25,230.00	
			70-2863-3RX	Consultants	19,730.00	0.00	19,730.00	
xxx301093	3/27/18	MOUNTAIN VIEW GARDEN CENTER	92922	Materials - Land Improve	161.32	0.00	161.32	<b>\$161.32</b>
xxx301094	3/27/18	NAPA AUTO PARTS	5983-359106	Parts, Vehicles & Motor Equip	-76.54	0.00	-76.54	<b>\$5,947.22</b>
			5983-364380	Parts, Vehicles & Motor Equip	-52.61	0.00	-52.61	
			5983-365300	Parts, Vehicles & Motor Equip	1.96	0.00	1.96	
			5983-365973	Parts, Vehicles & Motor Equip	174.04	0.00	174.04	
			5983-366082	Parts, Vehicles & Motor Equip	7.67	0.00	7.67	
			5983-366177	Parts, Vehicles & Motor Equip	-54.93	0.00	-54.93	
			5983-366361	Parts, Vehicles & Motor Equip	28.32	0.00	28.32	
			5983-366436	Parts, Vehicles & Motor Equip	25.67	0.00	25.67	
			5983-366493	Parts, Vehicles & Motor Equip	1,752.44	0.00	1,752.44	
			5983-366701	Parts, Vehicles & Motor Equip	-7.67	0.00	-7.67	
			5983-366907	Parts, Vehicles & Motor Equip	24.19	0.00	24.19	
			5983-367518	Parts, Vehicles & Motor Equip	159.63	0.00	159.63	
			5983-368101	Parts, Vehicles & Motor Equip	143.44	0.00	143.44	

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			5983-368326	Parts, Vehicles & Motor Equip	69.89	0.00	69.89	
			5983-369055	Parts, Vehicles & Motor Equip	76.57	0.00	76.57	
			5983-369059	Parts, Vehicles & Motor Equip	39.59	0.00	39.59	
			5983-369113	Parts, Vehicles & Motor Equip	59.18	0.00	59.18	
			5983-369190	Parts, Vehicles & Motor Equip	19.18	0.00	19.18	
			5983-369260	Parts, Vehicles & Motor Equip	102.12	0.00	102.12	
			5983-369531	Parts, Vehicles & Motor Equip	6.02	0.00	6.02	
			5983-369595	Parts, Vehicles & Motor Equip	-48.45	0.00	-48.45	
			5983-370119	Parts, Vehicles & Motor Equip	534.88	0.00	534.88	
			5983-370309	Parts, Vehicles & Motor Equip	13.11	0.00	13.11	
			5983-370383	Parts, Vehicles & Motor Equip	30.81	0.00	30.81	
			5983-370471	Parts, Vehicles & Motor Equip	59.72	0.00	59.72	
			5983-370557	Parts, Vehicles & Motor Equip	1,131.07	0.00	1,131.07	
			5983-370957	Parts, Vehicles & Motor Equip	4.12	0.00	4.12	
			5983-370959	Parts, Vehicles & Motor Equip	85.27	0.00	85.27	
			5983-371104	Parts, Vehicles & Motor Equip	8.83	0.00	8.83	
			5983-371246	Parts, Vehicles & Motor Equip	90.39	0.00	90.39	
			5983-371248	Parts, Vehicles & Motor Equip	22.31	0.00	22.31	
			5983-371298	Parts, Vehicles & Motor Equip	57.24	0.00	57.24	
			5983-371353	Parts, Vehicles & Motor Equip	11.64	0.00	11.64	
			5983-371478	Parts, Vehicles & Motor Equip	9.59	0.00	9.59	
			5983-371544	Parts, Vehicles & Motor Equip	69.14	0.00	69.14	
			5983-371633	Parts, Vehicles & Motor Equip	90.39	0.00	90.39	
			5983-371711	Parts, Vehicles & Motor Equip	18.54	0.00	18.54	
			5983-371978	Parts, Vehicles & Motor Equip	15.06	0.00	15.06	
			5983-372106	Parts, Vehicles & Motor Equip	15.47	0.00	15.47	
			5983-372643	Parts, Vehicles & Motor Equip	70.04	0.00	70.04	
			5983-372848	Parts, Vehicles & Motor Equip	102.09	0.00	102.09	
			5983-372932	Parts, Vehicles & Motor Equip	8.83	0.00	8.83	
			5983-372951	Parts, Vehicles & Motor Equip	33.72	0.00	33.72	
			5983-373101	Parts, Vehicles & Motor Equip	97.75	0.00	97.75	

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			5983-373216	Parts, Vehicles & Motor Equip	3.04	0.00	3.04	
			5983-373382	Parts, Vehicles & Motor Equip	141.00	0.00	141.00	
			5983-373455	Parts, Vehicles & Motor Equip	54.11	0.00	54.11	
			5983-374102	Parts, Vehicles & Motor Equip	90.34	0.00	90.34	
			5983-374220	Parts, Vehicles & Motor Equip	76.57	0.00	76.57	
			5983-374254	Parts, Vehicles & Motor Equip	26.73	0.00	26.73	
			5983-374399	Parts, Vehicles & Motor Equip	39.59	0.00	39.59	
			5983-374618	Parts, Vehicles & Motor Equip	-26.73	0.00	-26.73	
			5983-374719	Parts, Vehicles & Motor Equip	31.51	0.00	31.51	
			5983-374753	Parts, Vehicles & Motor Equip	152.04	0.00	152.04	
			5983-374860	Parts, Vehicles & Motor Equip	8.75	0.00	8.75	
			5983-374881	Parts, Vehicles & Motor Equip	62.48	0.00	62.48	
			5983-374890	Parts, Vehicles & Motor Equip	6.43	0.00	6.43	
			5983-375235	Parts, Vehicles & Motor Equip	71.40	0.00	71.40	
			5983-375367	Parts, Vehicles & Motor Equip	13.56	0.00	13.56	
			5983-375368	Parts, Vehicles & Motor Equip	54.72	0.00	54.72	
			5983-375426	Parts, Vehicles & Motor Equip	2.03	0.00	2.03	
			5983-375524	Parts, Vehicles & Motor Equip	16.34	0.00	16.34	
			5983-375695	Parts, Vehicles & Motor Equip	86.00	0.00	86.00	
			5983-375878	Parts, Vehicles & Motor Equip	7.59	0.00	7.59	
xxx301100	3/27/18	PSCMA	040918HUNTER	Special Events	45.00	0.00	45.00	<b>\$135.00</b>
			040918RMEYER	Special Events	45.00	0.00	45.00	
			040918SPATH	Special Events	45.00	0.00	45.00	
xxx301101	3/27/18	PENINSULA CORRIDOR JOINT POWERS BOARD	HENDY SVC AG	Engineering Services	37,150.00	0.00	37,150.00	<b>\$37,150.00</b>
xxx301102	3/27/18	PINE CONE LUMBER CO INC	744346	General Supplies	34.73	0.00	34.73	<b>\$451.28</b>
			745157	General Supplies	13.74	0.00	13.74	
			746403	General Supplies	-12.31	0.00	-12.31	
			747495	Electrical Parts & Supplies	415.12	0.00	415.12	
xxx301103	3/27/18	PLANTE & MORAN PLLC	1517912	Professional Services	24,264.00	0.00	24,264.00	<b>\$24,264.00</b>
xxx301104	3/27/18	PREFERRED BENEFIT INSURANCE ADMIN INC	EIA23721	Insurances - Dental	54,123.60	0.00	54,123.60	<b>\$65,592.00</b>

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			EIA23721	Insurances - Vision	11,468.40	0.00	11,468.40	
xxx301105	3/27/18	RALPH ANDERSEN & ASSOC	INV-01208	Professional Services	3,500.00	0.00	3,500.00	<b>\$3,500.00</b>
xxx301106	3/27/18	READYREFRESH BY NESTLE	18C0023249071	General Supplies	56.67	0.00	56.67	<b>\$283.23</b>
			18C0023360647	General Supplies	6.81	0.00	6.81	
			18C0024199309	Miscellaneous Services	69.70	0.00	69.70	
			18C0028805083	General Supplies	31.72	0.00	31.72	
			18C5727863002	General Supplies	26.73	0.00	26.73	
			18C5740153001	General Supplies	91.60	0.00	91.60	
xxx301107	3/27/18	REED & GRAHAM INC	912550	Materials - Land Improve	590.65	0.00	590.65	<b>\$1,599.31</b>
			912658	Materials - Land Improve	253.81	0.00	253.81	
			912758	Materials - Land Improve	754.85	0.00	754.85	
xxx301108	3/27/18	REFRIGERATION SUPPLIES DISTRIBUTOR	38385446-00	Bldg Maint Matls & Supplies	143.18	0.00	143.18	<b>\$368.19</b>
			38387282-00	Bldg Maint Matls & Supplies	225.01	0.00	225.01	
xxx301109	3/27/18	REON STALLINGS	CK REQ 18-180	DED Services/Training - Books	90.00	0.00	90.00	<b>\$90.00</b>
xxx301110	3/27/18	ROYAL BRASS INC	845932-001	Parts, Vehicles & Motor Equip	4.71	0.00	4.71	<b>\$1,520.92</b>
			847411-001	Parts, Vehicles & Motor Equip	28.07	0.00	28.07	
			847594-001	Parts, Vehicles & Motor Equip	7.69	0.00	7.69	
			850419-001	Parts, Vehicles & Motor Equip	127.49	0.00	127.49	
			850860-001	Parts, Vehicles & Motor Equip	473.07	0.00	473.07	
			850860-002	Parts, Vehicles & Motor Equip	13.08	0.00	13.08	
			850861-001	Parts, Vehicles & Motor Equip	391.86	0.00	391.86	
			851703-001	Parts, Vehicles & Motor Equip	141.06	0.00	141.06	
			851740-001	Parts, Vehicles & Motor Equip	53.13	0.00	53.13	
			851942-001	Parts, Vehicles & Motor Equip	42.34	0.00	42.34	
			853270-001	Parts, Vehicles & Motor Equip	47.95	0.00	47.95	
			853465-001	Parts, Vehicles & Motor Equip	190.47	0.00	190.47	
xxx301111	3/27/18	ROYAL COACH TOURS INC	12602	Travel Related Services	1,105.16	0.00	1,105.16	<b>\$1,105.16</b>
xxx301112	3/27/18	SCS ENGINEERS	0319984	Engineering Services	360.00	0.00	360.00	<b>\$360.00</b>
xxx301113	3/27/18	SCS FIELD SERVICES INC	0320109	Engineering Services	1,339.63	0.00	1,339.63	<b>\$1,339.63</b>
xxx301114	3/27/18	SAFEWAY INC	436530-022818	Food Products	31.90	0.00	31.90	<b>\$50.95</b>
			802523-032018	General Supplies	19.05	0.00	19.05	

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xxx301115	3/27/18	SAN FRANCISCO BAY BIRD OBSERVATORY	1198	Water Lab Services	1,687.61	0.00	1,687.61	<b>\$1,687.61</b>
xxx301116	3/27/18	SAN JOSE CONSERVATION CORPS	6944	Recycling Services	4,166.67	0.00	4,166.67	<b>\$4,166.67</b>
xxx301117	3/27/18	SANTA CLARA VALLEY WATER DISTRICT	GM100808	Taxes & Licenses - Misc	13,606.50	0.00	13,606.50	<b>\$13,606.50</b>
xxx301118	3/27/18	SANTA CLARA VLY TRANSPORTATION AUTHORITY	0000018596	DED Services/Training - Transportation	240.00	0.00	240.00	<b>\$240.00</b>
xxx301119	3/27/18	SECURITY ALERT SYSTEMS OF CALIFORNIA INC	070925	Facilities Maintenance & Repair Labor	225.00	0.00	225.00	<b>\$225.00</b>
xxx301120	3/27/18	SIGLER WHOLESALE DISTRIBUTORS	INV-SAJ1800386	Bldg Maint Matls & Supplies	17.58	0.00	17.58	<b>\$17.58</b>
xxx301121	3/27/18	SILICON VALLEY COMMUNITY FOUNDATION	SVL 1	Miscellaneous Services	10,000.00	0.00	10,000.00	<b>\$10,000.00</b>
xxx301122	3/27/18	SILICON VALLEY LEADERSHIP GROUP	DEC2017	Contracts/Service Agreements	3,481.02	0.00	3,481.02	<b>\$6,519.10</b>
			NOV2017	Contracts/Service Agreements	1,530.34	0.00	1,530.34	
			OCT2017	Contracts/Service Agreements	1,507.74	0.00	1,507.74	
xxx301123	3/27/18	ST FRANCIS ELECTRIC INC	TR-17-03REPAIR	Construction Services	10,024.60	0.00	10,024.60	<b>\$10,024.60</b>
xxx301124	3/27/18	STUDIO EM GRAPHIC DESIGN	17007	Advertising Services	109.00	0.00	109.00	<b>\$354.25</b>
			17024	Advertising Services	245.25	0.00	245.25	
xxx301125	3/27/18	SUNNYVALE COMMUNITY SERVICES	1718-827550 #2	Outside Group Funding	70,000.00	0.00	70,000.00	<b>\$70,000.00</b>
xxx301127	3/27/18	SUPPLYWORKS	433343605	Inventory Purchase	3,559.37	32.65	3,526.72	<b>\$3,526.72</b>
xxx301128	3/27/18	TJKM	0046965	Consultants	2,500.00	0.00	2,500.00	<b>\$2,500.00</b>
xxx301129	3/27/18	THE COVELLO GROUP INC	2015.003-34	Engineering Services	96,609.50	0.00	96,609.50	<b>\$96,609.50</b>
xxx301130	3/27/18	TRANSOFT SOLUTIONS INC	131115	Software Licensing & Support	460.00	0.00	460.00	<b>\$460.00</b>
xxx301131	3/27/18	UNITED PARCEL SERVICE	0000966608098	Mailing & Delivery Services	312.82	0.00	312.82	<b>\$312.82</b>
xxx301132	3/27/18	UNIVAR USA INC	SJ867689	Chemicals	2,310.68	0.00	2,310.68	<b>\$7,997.68</b>
			SJ868128	Chemicals	2,211.18	0.00	2,211.18	
			SJ868278	Chemicals	3,475.82	0.00	3,475.82	
xxx301133	3/27/18	VWR INTERNATIONAL LLC	8081585427	General Supplies	151.42	0.00	151.42	<b>\$1,047.02</b>
			8081585428	General Supplies	248.12	0.00	248.12	
			8081610841	Chemicals	111.49	0.00	111.49	
			8081626698	General Supplies	37.33	0.00	37.33	
			8081638759	General Supplies	19.82	0.00	19.82	

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			8081656092	General Supplies	478.84	0.00	478.84	
xxx301134	3/27/18	VALLEY CONCRETE	15-3757	Construction Services	8,685.00	0.00	8,685.00	<b>\$8,685.00</b>
xxx301135	3/27/18	VALLEY OIL CO	40456	Fuel, Oil & Lubricants	362.43	0.00	362.43	<b>\$1,038.46</b>
			41789	Fuel, Oil & Lubricants	367.29	0.00	367.29	
			42028	Fuel, Oil & Lubricants	308.74	0.00	308.74	
xxx301136	3/27/18	VIASYN	26538	Utilities - Electric	2,900.00	0.00	2,900.00	<b>\$2,900.00</b>
xxx301137	3/27/18	WOWZY CREATION CORP	88809	Customized Products	122.59	0.00	122.59	<b>\$242.90</b>
			88952	Customized Products	120.31	0.00	120.31	
xxx301138	3/27/18	WINSUPPLY OF SILICON VALLEY	686024 00	Bldg Maint Matls & Supplies	122.61	0.00	122.61	<b>\$539.48</b>
			686168 00	Water Meters	191.64	0.00	191.64	
			686200 00	Bldg Maint Matls & Supplies	83.35	0.00	83.35	
			686437 00	Hand Tools	141.88	0.00	141.88	
xxx301139	3/27/18	ALBERT J SCOTT	APRIL 2018	Insurances - Retiree Medical - Retiree Reimbursement	134.34	0.00	134.34	<b>\$134.34</b>
xxx301140	3/27/18	CHARLES S EANEFF JR	APRIL 2018	Insurances - Retiree Medical - Retiree Reimbursement	929.24	0.00	929.24	<b>\$929.24</b>
xxx301141	3/27/18	DEAN CHU	APRIL 2018	Insurances - Retiree Medical - Retiree Reimbursement	866.25	0.00	866.25	<b>\$866.25</b>
xxx301142	3/27/18	DEAN S RUSSELL	APRIL 2018	Insurances - Retiree Medical - Retiree Reimbursement	1,261.79	0.00	1,261.79	<b>\$1,261.79</b>
xxx301143	3/27/18	DEPT OF FORESTRY & FIRE PROTECTION	149840	Training and Conferences	288.00	0.00	288.00	<b>\$288.00</b>
xxx301144	3/27/18	GAIL SWEGLES	APRIL 2018	Insurances - Retiree Medical - Retiree Reimbursement	118.66	0.00	118.66	<b>\$118.66</b>
xxx301145	3/27/18	LC ACTION POLICE SUPPLY	377266	Clothing, Uniforms & Access	43.60	0.00	43.60	<b>\$4,132.65</b>
			377490	Ballistic Equipment - Body Armor/Vests	1,580.50	0.00	1,580.50	
			377495	Ballistic Equipment - Body Armor/Vests	790.25	0.00	790.25	
			377497	Ballistic Equipment - Body Armor/Vests	790.25	0.00	790.25	
			377684	Clothing, Uniforms & Access	274.05	0.00	274.05	
			377689C	Clothing, Uniforms & Access	-87.20	0.00	-87.20	
			378109	Clothing, Uniforms & Access	87.20	0.00	87.20	
			378125	Ballistic Equipment - Other	654.00	0.00	654.00	
xxx301146	3/27/18	LYNDA VAUGHAN	041218-042018	Excursions	880.00	0.00	880.00	<b>\$880.00</b>
xxx301147	3/27/18	MARK ROGGE						<b>\$53.36</b>



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			APRIL 2018	Insurances - Retiree Medical - Retiree Reimbursement	53.36	0.00	53.36	
xxx301148	3/27/18	NANCY BOLGARD STEWARD	APRIL 2018	Insurances - Retiree Medical - Retiree Reimbursement	929.24	0.00	929.24	<b>\$929.24</b>
xxx301149	3/27/18	PACIFIC GAS & ELECTRIC CO	11059228290218	Utilities - Electric	57.64	0.00	57.64	<b>\$9,534.05</b>
			11059229930218	Utilities - Electric	61.36	0.00	61.36	
			35600081570218	Utilities - Electric	30.05	0.00	30.05	
			35602171200218	Utilities - Electric	22.69	0.00	22.69	
			35604437160218	Utilities - Electric	24.76	0.00	24.76	
			35606224450218	Utilities - Electric	16.67	0.00	16.67	
			35607191900218	Utilities - Electric	35.27	0.00	35.27	
			35608567660218	Utilities - Electric	38.44	0.00	38.44	
			35610567280218	Utilities - Electric	15.74	0.00	15.74	
			35611839590218	Utilities - Electric	0.71	0.00	0.71	
			35612262510218	Utilities - Electric	30.48	0.00	30.48	
			35613458020218	Utilities - Electric	18.76	0.00	18.76	
			35615386140218	Utilities - Electric	13.52	0.00	13.52	
			35616646260218	Utilities - Electric	24.33	0.00	24.33	
			35617117850218	Utilities - Electric	19.11	0.00	19.11	
			35619832010218	Utilities - Electric	9.23	0.00	9.23	
			35620251620218	Utilities - Electric	14.74	0.00	14.74	
			35621388650218	Utilities - Electric	21.83	0.00	21.83	
			35622378290218	Utilities - Electric	27.05	0.00	27.05	
			35622803790218	Utilities - Electric	30.62	0.00	30.62	
			35623203290218	Utilities - Electric	29.84	0.00	29.84	
			35623495080218	Utilities - Electric	28.42	0.00	28.42	
			35624668430218	Utilities - Electric	27.98	0.00	27.98	
			35625361150218	Utilities - Electric	16.32	0.00	16.32	
			35629588410218	Utilities - Electric	19.47	0.00	19.47	
			35630250570218	Utilities - Electric	19.04	0.00	19.04	
			35630370110218	Utilities - Electric	30.56	0.00	30.56	
			35630869420218	Utilities - Electric	20.89	0.00	20.89	

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			35631755360218	Utilities - Electric	28.05	0.00	28.05	
			35632810380218	Utilities - Electric	18.24	0.00	18.24	
			35634101590218	Utilities - Electric	41.43	0.00	41.43	
			35635840130218	Utilities - Electric	25.55	0.00	25.55	
			35635878160218	Utilities - Electric	18.45	0.00	18.45	
			35638635000218	Utilities - Electric	30.26	0.00	30.26	
			35639668520218	Utilities - Electric	19.11	0.00	19.11	
			35641783140218	Utilities - Electric	28.42	0.00	28.42	
			35642309020218	Utilities - Electric	25.76	0.00	25.76	
			35642590020218	Utilities - Electric	23.33	0.00	23.33	
			35642590100218	Utilities - Electric	52.95	0.00	52.95	
			35642590150218	Utilities - Electric	42.61	0.00	42.61	
			35642590200218	Utilities - Electric	45.02	0.00	45.02	
			35642590250218	Utilities - Electric	60.82	0.00	60.82	
			35642590300218	Utilities - Electric	68.87	0.00	68.87	
			35642590350218	Utilities - Electric	49.59	0.00	49.59	
			35642590400218	Utilities - Electric	79.20	0.00	79.20	
			35642590450218	Utilities - Electric	51.39	0.00	51.39	
			35642590460218	Utilities - Electric	9.51	0.00	9.51	
			35642590500218	Utilities - Electric	43.58	0.00	43.58	
			35642590650218	Utilities - Electric	48.06	0.00	48.06	
			35642590700218	Utilities - Electric	58.63	0.00	58.63	
			35642590750218	Utilities - Electric	71.04	0.00	71.04	
			35642590800218	Utilities - Electric	72.96	0.00	72.96	
			35642590850218	Utilities - Electric	42.53	0.00	42.53	
			35642590950218	Utilities - Electric	23.16	0.00	23.16	
			35642591000218	Utilities - Electric	101.04	0.00	101.04	
			35642591050218	Utilities - Electric	53.87	0.00	53.87	
			35642591100218	Utilities - Electric	47.22	0.00	47.22	
			35642591150218	Utilities - Electric	57.67	0.00	57.67	
			35642591210218	Utilities - Electric	29.84	0.00	29.84	

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			35642591250218	Utilities - Electric	60.94	0.00	60.94	
			35642591300218	Utilities - Electric	33.26	0.00	33.26	
			35642591310218	Utilities - Electric	9.23	0.00	9.23	
			35642591350218	Utilities - Electric	75.15	0.00	75.15	
			35642591400218	Utilities - Electric	58.29	0.00	58.29	
			35642591430218	Utilities - Electric	24.83	0.00	24.83	
			35642591450218	Utilities - Electric	46.37	0.00	46.37	
			35642591500218	Utilities - Electric	35.30	0.00	35.30	
			35642591550218	Utilities - Electric	38.55	0.00	38.55	
			35642591600218	Utilities - Electric	42.76	0.00	42.76	
			35642591650218	Utilities - Electric	68.42	0.00	68.42	
			35642591700218	Utilities - Electric	49.10	0.00	49.10	
			35642591750218	Utilities - Electric	51.52	0.00	51.52	
			35642591800218	Utilities - Electric	40.56	0.00	40.56	
			35642591850218	Utilities - Electric	46.09	0.00	46.09	
			35642591900218	Utilities - Electric	38.26	0.00	38.26	
			35642591930218	Utilities - Electric	35.21	0.00	35.21	
			35642591940218	Utilities - Electric	24.61	0.00	24.61	
			35642591950218	Utilities - Electric	53.34	0.00	53.34	
			35642592000218	Utilities - Electric	68.53	0.00	68.53	
			35642592050218	Utilities - Electric	60.76	0.00	60.76	
			35642592070218	Utilities - Electric	24.33	0.00	24.33	
			35642592100218	Utilities - Electric	56.00	0.00	56.00	
			35642592130218	Utilities - Electric	15.81	0.00	15.81	
			35642592150218	Utilities - Electric	51.89	0.00	51.89	
			35642592190218	Utilities - Electric	40.79	0.00	40.79	
			35642592200218	Utilities - Electric	52.83	0.00	52.83	
			35642592250218	Utilities - Electric	25.40	0.00	25.40	
			35642592300218	Utilities - Electric	42.66	0.00	42.66	
			35642592350218	Utilities - Electric	11.70	0.00	11.70	
			35642592400218	Utilities - Electric	78.39	0.00	78.39	

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			35642592450218	Utilities - Electric	42.89	0.00	42.89	
			35642592500218	Utilities - Electric	43.81	0.00	43.81	
			35642592550218	Utilities - Electric	60.39	0.00	60.39	
			35642592600218	Utilities - Electric	52.59	0.00	52.59	
			35642592650218	Utilities - Electric	65.58	0.00	65.58	
			35642592700218	Utilities - Electric	50.74	0.00	50.74	
			35642592750218	Utilities - Electric	45.23	0.00	45.23	
			35642592800218	Utilities - Electric	78.68	0.00	78.68	
			35642592850218	Utilities - Electric	47.04	0.00	47.04	
			35642592900218	Utilities - Electric	48.02	0.00	48.02	
			35642592950218	Utilities - Electric	63.83	0.00	63.83	
			35642593000218	Utilities - Electric	60.02	0.00	60.02	
			35642593050218	Utilities - Electric	63.15	0.00	63.15	
			35642593100218	Utilities - Electric	56.90	0.00	56.90	
			35642593200218	Utilities - Electric	52.83	0.00	52.83	
			35642593210218	Utilities - Electric	31.13	0.00	31.13	
			35642593250218	Utilities - Electric	12.79	0.00	12.79	
			35642593260218	Utilities - Electric	23.83	0.00	23.83	
			35642593300218	Utilities - Electric	59.01	0.00	59.01	
			35642593350218	Utilities - Electric	42.57	0.00	42.57	
			35642593400218	Utilities - Electric	61.12	0.00	61.12	
			35642593410218	Utilities - Electric	15.03	0.00	15.03	
			35642593450218	Utilities - Electric	36.99	0.00	36.99	
			35642593480218	Utilities - Electric	17.89	0.00	17.89	
			35642593500218	Utilities - Electric	52.95	0.00	52.95	
			35642593550218	Utilities - Electric	42.37	0.00	42.37	
			35642593600218	Utilities - Electric	65.07	0.00	65.07	
			35642593650218	Utilities - Electric	60.39	0.00	60.39	
			35642593700218	Utilities - Electric	53.66	0.00	53.66	
			35642593750218	Utilities - Electric	36.42	0.00	36.42	
			35642593800218	Utilities - Electric	40.63	0.00	40.63	

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			35642593830218	Utilities - Electric	19.68	0.00	19.68	
			35642593850218	Utilities - Electric	9.86	0.00	9.86	
			35642593900218	Utilities - Electric	43.66	0.00	43.66	
			35642593950218	Utilities - Electric	37.89	0.00	37.89	
			35642593960218	Utilities - Electric	21.11	0.00	21.11	
			35642594000218	Utilities - Electric	49.08	0.00	49.08	
			35642594030218	Utilities - Electric	18.68	0.00	18.68	
			35642594050218	Utilities - Electric	25.84	0.00	25.84	
			35642594100218	Utilities - Electric	25.38	0.00	25.38	
			35642594150218	Utilities - Electric	43.54	0.00	43.54	
			35642594250218	Utilities - Electric	78.42	0.00	78.42	
			35642594260218	Utilities - Electric	18.45	0.00	18.45	
			35642594300218	Utilities - Electric	48.14	0.00	48.14	
			35642594310218	Utilities - Electric	22.26	0.00	22.26	
			35642594350218	Utilities - Electric	44.87	0.00	44.87	
			35642594400218	Utilities - Electric	45.33	0.00	45.33	
			35642594450218	Utilities - Electric	50.74	0.00	50.74	
			35642594500218	Utilities - Electric	35.11	0.00	35.11	
			35642594550218	Utilities - Electric	64.36	0.00	64.36	
			35642594600218	Utilities - Electric	62.20	0.00	62.20	
			35642594650218	Utilities - Electric	63.99	0.00	63.99	
			35642594700218	Utilities - Electric	60.02	0.00	60.02	
			35642594750218	Utilities - Electric	52.18	0.00	52.18	
			35642594800218	Utilities - Electric	58.72	0.00	58.72	
			35642594850218	Utilities - Electric	39.00	0.00	39.00	
			35642594900218	Utilities - Electric	50.29	0.00	50.29	
			35642594950218	Utilities - Electric	69.66	0.00	69.66	
			35642595000218	Utilities - Electric	51.83	0.00	51.83	
			35642595050218	Utilities - Electric	60.27	0.00	60.27	
			35642595100218	Utilities - Electric	60.14	0.00	60.14	
			35642595150218	Utilities - Electric	43.54	0.00	43.54	

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			35642595180218	Utilities - Electric	16.96	0.00	16.96	
			35642595200218	Utilities - Electric	49.56	0.00	49.56	
			35642595250218	Utilities - Electric	40.58	0.00	40.58	
			35642595260218	Utilities - Electric	35.35	0.00	35.35	
			35642595270218	Utilities - Electric	29.62	0.00	29.62	
			35642595300218	Utilities - Electric	43.84	0.00	43.84	
			35642595350218	Utilities - Electric	47.52	0.00	47.52	
			35642595400218	Utilities - Electric	47.99	0.00	47.99	
			35642595450218	Utilities - Electric	87.37	0.00	87.37	
			35642595500218	Utilities - Electric	36.88	0.00	36.88	
			35642595550218	Utilities - Electric	42.06	0.00	42.06	
			35642595600218	Utilities - Electric	38.30	0.00	38.30	
			35642595650218	Utilities - Electric	39.03	0.00	39.03	
			35642595700218	Utilities - Electric	49.13	0.00	49.13	
			35642595750218	Utilities - Electric	50.44	0.00	50.44	
			35642595800218	Utilities - Electric	43.00	0.00	43.00	
			35642595840218	Utilities - Electric	25.19	0.00	25.19	
			35642595850218	Utilities - Electric	69.15	0.00	69.15	
			35642595900218	Utilities - Electric	42.01	0.00	42.01	
			35642595950218	Utilities - Electric	83.94	0.00	83.94	
			35642596000218	Utilities - Electric	65.90	0.00	65.90	
			35642596050218	Utilities - Electric	49.83	0.00	49.83	
			35642596100218	Utilities - Electric	51.51	0.00	51.51	
			35642596150218	Utilities - Electric	40.84	0.00	40.84	
			35642596180218	Utilities - Electric	20.04	0.00	20.04	
			35642596200218	Utilities - Electric	49.63	0.00	49.63	
			35642596250218	Utilities - Electric	41.21	0.00	41.21	
			35642596300218	Utilities - Electric	47.21	0.00	47.21	
			35642596310218	Utilities - Electric	19.18	0.00	19.18	
			35642596350218	Utilities - Electric	39.86	0.00	39.86	
			35642596380218	Utilities - Electric	32.20	0.00	32.20	

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			35642596390218	Utilities - Electric	24.19	0.00	24.19	
			35642596400218	Utilities - Electric	36.96	0.00	36.96	
			35642596450218	Utilities - Electric	68.61	0.00	68.61	
			35642596500218	Utilities - Electric	42.66	0.00	42.66	
			35642596510218	Utilities - Electric	20.11	0.00	20.11	
			35642596700218	Utilities - Electric	23.69	0.00	23.69	
			35642596890218	Utilities - Electric	22.33	0.00	22.33	
			35642597310218	Utilities - Electric	22.75	0.00	22.75	
			35642597410218	Utilities - Electric	29.06	0.00	29.06	
			35642597560218	Utilities - Electric	16.11	0.00	16.11	
			35642597580218	Utilities - Electric	34.92	0.00	34.92	
			35642597780218	Utilities - Electric	23.40	0.00	23.40	
			35642598090218	Utilities - Electric	32.41	0.00	32.41	
			35642598240218	Utilities - Electric	9.86	0.00	9.86	
			35642598320218	Utilities - Electric	29.55	0.00	29.55	
			35642598500218	Utilities - Electric	16.96	0.00	16.96	
			35642598680218	Utilities - Electric	20.82	0.00	20.82	
			35642598820218	Utilities - Electric	18.32	0.00	18.32	
			35642599030218	Utilities - Electric	23.25	0.00	23.25	
			35642599140218	Utilities - Electric	19.75	0.00	19.75	
			35642599220218	Utilities - Electric	33.43	0.00	33.43	
			35642599230218	Utilities - Electric	16.67	0.00	16.67	
			35642599630218	Utilities - Electric	45.80	0.00	45.80	
			35642599650218	Utilities - Electric	22.04	0.00	22.04	
			35642657100218	Utilities - Electric	24.69	0.00	24.69	
			35644680670218	Utilities - Electric	22.11	0.00	22.11	
			35646567580218	Utilities - Electric	7.51	0.00	7.51	
			35647525510218	Utilities - Electric	25.55	0.00	25.55	
			35647587030218	Utilities - Electric	40.94	0.00	40.94	
			35650040160218	Utilities - Electric	26.05	0.00	26.05	
			35650072020218	Utilities - Electric	21.32	0.00	21.32	

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			35650295620218	Utilities - Electric	53.82	0.00	53.82	
			35650736240218	Utilities - Electric	21.04	0.00	21.04	
			35651995910218	Utilities - Electric	25.19	0.00	25.19	
			35652446010218	Utilities - Electric	31.70	0.00	31.70	
			35652837430218	Utilities - Electric	19.25	0.00	19.25	
			35653850930218	Utilities - Electric	30.48	0.00	30.48	
			35654460380218	Utilities - Electric	22.33	0.00	22.33	
			35655027900218	Utilities - Electric	32.84	0.00	32.84	
			35656758090218	Utilities - Electric	19.47	0.00	19.47	
			35658641990218	Utilities - Electric	20.18	0.00	20.18	
			35659521990218	Utilities - Electric	23.83	0.00	23.83	
			35659719430218	Utilities - Electric	40.35	0.00	40.35	
			35661606410218	Utilities - Electric	19.75	0.00	19.75	
			35662710140218	Utilities - Electric	19.32	0.00	19.32	
			35663598020218	Utilities - Electric	37.14	0.00	37.14	
			35664661630218	Utilities - Electric	25.61	0.00	25.61	
			35666020590218	Utilities - Electric	17.53	0.00	17.53	
			35666267910218	Utilities - Electric	36.57	0.00	36.57	
			35669864390218	Utilities - Electric	25.33	0.00	25.33	
			35671931870218	Utilities - Electric	21.54	0.00	21.54	
			35674252920218	Utilities - Electric	30.05	0.00	30.05	
			35674989850218	Utilities - Electric	20.04	0.00	20.04	
			35675679620218	Utilities - Electric	26.05	0.00	26.05	
			35676150740218	Utilities - Electric	29.19	0.00	29.19	
			35677237450218	Utilities - Electric	33.12	0.00	33.12	
			35677904120218	Utilities - Electric	28.84	0.00	28.84	
			35679500460218	Utilities - Electric	34.50	0.00	34.50	
			35679745900218	Utilities - Electric	34.42	0.00	34.42	
			35680001590218	Utilities - Electric	23.33	0.00	23.33	
			35681394250218	Utilities - Electric	16.89	0.00	16.89	
			35685267030218	Utilities - Electric	43.65	0.00	43.65	



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			35690738200218	Utilities - Electric	25.61	0.00	25.61	
			35692937870218	Utilities - Electric	31.70	0.00	31.70	
			35693522670218	Utilities - Electric	20.39	0.00	20.39	
			35695460940218	Utilities - Electric	23.62	0.00	23.62	
			35695887370218	Utilities - Electric	25.40	0.00	25.40	
			35699206580218	Utilities - Electric	1.36	0.00	1.36	
			74408230820218	Utilities - Electric	53.12	0.00	53.12	
xxx301169	3/27/18	ROBERT PATERNOSTER	APRIL 2018	Insurances - Retiree Medical - Retiree Reimbursement	220.37	0.00	220.37	<b>\$220.37</b>
xxx301170	3/27/18	ROBERT VAN HEUSEN	APRIL 2018	Insurances - Retiree Medical - Retiree Reimbursement	575.14	0.00	575.14	<b>\$575.14</b>
xxx301171	3/27/18	STEPHEN QUICK	APRIL 2018	Insurances - Retiree Medical - Retiree Reimbursement	1,245.04	0.00	1,245.04	<b>\$1,245.04</b>
xxx301172	3/27/18	ALL GUARD SYSTEMS INC	040435	Business License Tax	79.93	0.00	79.93	<b>\$79.93</b>
xxx301173	3/27/18	ANTHONY D BEECH DDS	017030	Business License Tax	255.84	0.00	255.84	<b>\$255.84</b>
xxx301174	3/27/18	BELPAR LLC	073989	Business License Tax	122.74	0.00	122.74	<b>\$122.74</b>
xxx301175	3/27/18	BMB MOTORS	131137-39380	Refund Utility Account Credit	59.71	0.00	59.71	<b>\$59.71</b>
xxx301176	3/27/18	CENTRAL CALIFORNIA INSULATION	027721	Business License Tax	126.74	0.00	126.74	<b>\$126.74</b>
xxx301177	3/27/18	CHEW HELEN L TRUSTEE	055202	Business License Tax	63.80	0.00	63.80	<b>\$63.80</b>
xxx301178	3/27/18	ESTATE OF ELSIE VODANOVICH	28865-17798	Refund Utility Account Credit	34.70	0.00	34.70	<b>\$34.70</b>
xxx301179	3/27/18	ESTATE OF RAYMOND BRANECKI	27983-17148	Refund Utility Account Credit	58.92	0.00	58.92	<b>\$58.92</b>
xxx301180	3/27/18	HIGH END DEVELOPMENT INC	063293	Business License Tax	246.15	0.00	246.15	<b>\$246.15</b>
xxx301181	3/27/18	JONATHAN SCHUH	167567-41528	Refund Utility Account Credit	180.11	0.00	180.11	<b>\$180.11</b>
xxx301182	3/27/18	LEDEIT & SONS GLASS INC	BL057500 18-19	Business License Tax	95.32	0.00	95.32	<b>\$95.32</b>
xxx301183	3/27/18	MAK COMPASS REALTY INC	89991-13754	Refund Utility Account Credit	50.57	0.00	50.57	<b>\$50.57</b>
xxx301184	3/27/18	MARIANA ARIAS	380333	Refund Recreation Fees	300.00	0.00	300.00	<b>\$300.00</b>
xxx301185	3/27/18	MARY LEWANDOWSKA	183639-17408	Refund Utility Account Credit	125.20	0.00	125.20	<b>\$125.20</b>
xxx301186	3/27/18	MOTEL 6 #1054	BL063515 18-19	Business License Tax	500.96	0.00	500.96	<b>\$500.96</b>
xxx301187	3/27/18	NATALIE HANSEN	381363	Refund Recreation Fees	226.00	0.00	226.00	<b>\$226.00</b>
xxx301189	3/27/18	RALPH HOLLIDAY	34251-21538	Refund Utility Account Credit	87.33	0.00	87.33	<b>\$87.33</b>
xxx301190	3/27/18	REBECCA DELGADO	380614	Refund Recreation Fees	179.00	0.00	179.00	<b>\$179.00</b>
xxx301191	3/27/18	TIFFANY JAQUEZ	380334	Refund Recreation Fees	350.00	0.00	350.00	<b>\$350.00</b>

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xxx301192	3/27/18	VALLEY HEATING & COOLING	BL057571 18-19	Business License Tax	766.60	0.00	766.60	<b>\$766.60</b>
xxx301193	3/27/18	YAZENG WANG	BL061559 18-19	Business License Tax	76.41	0.00	76.41	<b>\$76.41</b>
xxx301195	3/29/18	AT&T	0602270805	Utilities - Telephone	376.51	0.00	376.51	<b>\$376.51</b>
xxx301196	3/29/18	AARON MATTHEW SOMMER	SMS-B4-GB6	Rec Instructors/Officials	1,000.00	0.00	1,000.00	<b>\$1,000.00</b>
xxx301197	3/29/18	ALADTEC INC	2018-10640	Miscellaneous Services	1,195.00	0.00	1,195.00	<b>\$1,195.00</b>
xxx301198	3/29/18	APPLEONE EMPLOYMENT SERVICES	01-4805030	General Supplies	1,244.10	0.00	1,244.10	<b>\$8,823.90</b>
			01-4805030	Contracts/Service Agreements	7,558.35	0.00	7,558.35	
			01-4805030	Travel Expenses - Mileage	21.45	0.00	21.45	
xxx301200	3/29/18	BADGER METER INC	1221573	Inventory Purchase	6,827.08	0.00	6,827.08	<b>\$6,827.08</b>
xxx301201	3/29/18	BAKER & TAYLOR	4012163177	Library Acquisitions, Books	235.36	0.00	235.36	<b>\$242.99</b>
			4012163177	Library Materials Preprocessing	7.63	0.00	7.63	
xxx301202	3/29/18	BASCOM TRIM & UPHOLSTERY	6925	Auto Maint & Repair - Labor	570.00	0.00	570.00	<b>\$695.35</b>
			6925	Auto Maint & Repair - Materials	125.35	0.00	125.35	
xxx301203	3/29/18	BAY AREA AIR QUALITY MANAGEMENT DISTRICT	257164	Membership Fees	498.00	0.00	498.00	<b>\$498.00</b>
xxx301204	3/29/18	BAY AREA TRENCHLESS	382018	Construction Services	5,600.00	0.00	5,600.00	<b>\$5,600.00</b>
xxx301205	3/29/18	BAY-VALLEY PEST CONTROL INC	0237481	Facilities Maintenance & Repair Labor	72.00	0.00	72.00	<b>\$215.00</b>
			0237496	Facilities Maintenance & Repair Labor	65.00	0.00	65.00	
			0237651	Services Maintain Land Improv	78.00	0.00	78.00	
xxx301206	3/29/18	BERTRAND FOX ELLIOT OSMAN & WENZEL	28313	Legal Services	6,043.18	0.00	6,043.18	<b>\$10,737.95</b>
			28398	Legal Services	4,694.77	0.00	4,694.77	
xxx301207	3/29/18	BUCKLES-SMITH ELECTRIC CO	3081621-00	Electrical Parts & Supplies	246.11	0.00	246.11	<b>\$246.11</b>
xxx301208	3/29/18	BURTONS FIRE INC	S38952	Parts, Vehicles & Motor Equip	676.30	0.00	676.30	<b>\$7,617.23</b>
			S39086	Parts, Vehicles & Motor Equip	5,864.37	0.00	5,864.37	
			S39449	Parts, Vehicles & Motor Equip	71.97	0.00	71.97	
			S39482	Parts, Vehicles & Motor Equip	258.32	0.00	258.32	
			S39526	Parts, Vehicles & Motor Equip	476.76	0.00	476.76	
			S39741	Parts, Vehicles & Motor Equip	269.51	0.00	269.51	
xxx301209	3/29/18	C OVERAA & CO	PRMRTYRTMT 2#07	Construction Services	982,347.50	0.00	982,347.50	<b>\$982,347.50</b>
xxx301210	3/29/18	CWEA-SCVS	APR3SEMINAR #50	Real Property Rental/Lease	390.00	0.00	390.00	<b>\$390.00</b>

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xxx301211	3/29/18	CALIFORNIA DEPT OF GENERAL SERVICES	1413680	Utilities - Gas	7,733.84	0.00	7,733.84	<b>\$7,733.84</b>
xxx301212	3/29/18	CENTURY GRAPHICS	48594	Clothing, Uniforms & Access	137.51	0.00	137.51	<b>\$527.73</b>
			48717	Clothing, Uniforms & Access	390.22	0.00	390.22	
xxx301213	3/29/18	CORELOGIC SOLUTIONS LLC	30346569	Software As a Service	363.00	0.00	363.00	<b>\$363.00</b>
xxx301214	3/29/18	CORIX WATER PRODUCTS US INC	17813006370	Construction Services	2,270.17	0.00	2,270.17	<b>\$12,394.67</b>
			17813006371	Inventory Purchase	9,266.96	85.02	9,181.94	
			17813007341	Materials - Land Improve	942.56	0.00	942.56	
xxx301215	3/29/18	CROP PRODUCTION SERVICES INC	35044870	Materials - Land Improve	468.91	0.00	468.91	<b>\$468.91</b>
xxx301216	3/29/18	DEPARTMENT OF JUSTICE	292962	Software As a Service	1,876.98	0.00	1,876.98	<b>\$1,876.98</b>
xxx301217	3/29/18	EAST BAY PUMP & EQUIPMENT CO INC	219095	Facilities Maintenance & Repair Labor	998.17	0.00	998.17	<b>\$998.17</b>
xxx301218	3/29/18	ESBRO	48384	General Supplies	1,375.78	0.00	1,375.78	<b>\$1,375.78</b>
xxx301219	3/29/18	FIRE & RISK ALLIANCE LLC	132-001-21	Miscellaneous Services	37,554.90	0.00	37,554.90	<b>\$37,554.90</b>
xxx301220	3/29/18	FISHER SCIENTIFIC CO LLC	0352560	General Supplies	53.81	0.00	53.81	<b>\$1,192.19</b>
			5138156	General Supplies	148.98	0.00	148.98	
			6273647	General Supplies	65.04	0.00	65.04	
			6273649	General Supplies	476.71	0.00	476.71	
			6551561	General Supplies	447.65	0.00	447.65	
xxx301221	3/29/18	FIX AIR	3024377	Bldg Maint Matls & Supplies	37.79	0.00	37.79	<b>\$37.79</b>
xxx301222	3/29/18	FOSTER BROS SECURITY SYSTEMS INC	297001	General Supplies	20.17	0.00	20.17	<b>\$20.17</b>
xxx301223	3/29/18	FREMONT UNION HIGH SCHOOL DISTRICT	18-275	Real Property Rental/Lease	69,630.68	0.00	69,630.68	<b>\$69,630.68</b>
xxx301224	3/29/18	GARDENLAND POWER EQUIPMENT	552521	Misc Equip Maint & Repair - Labor	168.95	0.00	168.95	<b>\$658.14</b>
			552521	Misc Equip Maint & Repair - Materials	110.34	0.00	110.34	
			558146	Misc Equip Maint & Repair - Materials	34.91	0.00	34.91	
			558147	Misc Equip Maint & Repair - Labor	138.35	0.00	138.35	
			558147	Misc Equip Maint & Repair - Materials	71.55	0.00	71.55	
			559548	Misc Equip Maint & Repair - Labor	54.24	0.00	54.24	
			559548	Misc Equip Maint & Repair - Materials	37.90	0.00	37.90	
			560663	Misc Equip Maint & Repair - Materials	41.90	0.00	41.90	
xxx301225	3/29/18	GOODYEAR COMMERCIAL TIRE & SERVICE CTR	189-1097856	Inventory Purchase	1,482.57	0.00	1,482.57	<b>\$1,482.57</b>
xxx301226	3/29/18	GRANITEROCK CO						<b>\$1,429.53</b>

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xxx301227	3/29/18	HACH CO INC	1093388	Materials - Land Improve	1,429.53	0.00	1,429.53	
			10858171	General Supplies	844.30	0.00	844.30	<b>\$1,507.62</b>
			10859243	General Supplies	434.36	0.00	434.36	
			10872642	General Supplies	228.96	0.00	228.96	
xxx301228	3/29/18	HUMANE SOCIETY SILICON VALLEY	125401	Contracts/Service Agreements	20,580.77	0.00	20,580.77	<b>\$20,580.77</b>
xxx301229	3/29/18	IDEXX DISTRIBUTION GROUP	3027906173	General Supplies	3,142.40	0.00	3,142.40	<b>\$3,142.40</b>
xxx301230	3/29/18	INTEGRATED ARCHIVE SYSTEMS INC	0087569-IN	Computer Hardware	3,482.18	0.00	3,482.18	<b>\$3,482.18</b>
xxx301231	3/29/18	KOHLEWEISS AUTO PARTS INC	01PP8409	Inventory Purchase	470.27	9.16	461.11	<b>\$448.73</b>
			01PP8412	Inventory Purchase	-12.38	0.00	-12.38	
xxx301232	3/29/18	KONICA MINOLTA SENSING AMERICAS INC	90021820	Miscellaneous Equipment Parts & Supplies	535.00	0.00	535.00	<b>\$1,749.01</b>
			90021821	Miscellaneous Equipment Parts & Supplies	1,214.01	0.00	1,214.01	
xxx301233	3/29/18	LEONE & ALBERTS APC	32460	Legal Services	47,832.66	0.00	47,832.66	<b>\$47,832.66</b>
xxx301234	3/29/18	MAU-CHEN HSIUNG	229184-1873827	DED Services/Training - Books	65.35	0.00	65.35	<b>\$65.35</b>
xxx301235	3/29/18	MCMASTER CARR SUPPLY CO	59046795	Miscellaneous Equipment Parts & Supplies	595.39	0.00	595.39	<b>\$2,873.84</b>
			59046796	Miscellaneous Equipment Parts & Supplies	348.12	0.00	348.12	
			59065894	Miscellaneous Equipment Parts & Supplies	1,088.59	0.00	1,088.59	
			59370741	Miscellaneous Equipment Parts & Supplies	841.74	0.00	841.74	
xxx301236	3/29/18	MIDWEST TAPE	95917578	Library Acquis, Audio/Visual	1,764.27	0.00	1,764.27	<b>\$1,764.27</b>
xxx301237	3/29/18	MOFFATT & NICHOL	732779	Consultants	7,750.00	0.00	7,750.00	<b>\$7,750.00</b>
xxx301238	3/29/18	NIELSEN MERKSAMER PARRINELLO GROSS &	176738	Legal Services	6,096.00	0.00	6,096.00	<b>\$6,096.00</b>
xxx301239	3/29/18	NORTHWEST YMCA	NWYMCA 320-323	Miscellaneous Services	4,332.00	0.00	4,332.00	<b>\$4,332.00</b>
xxx301240	3/29/18	OMEGA ENGRAVING	5	Supplies, Office 1	39.50	0.00	39.50	<b>\$39.50</b>
xxx301241	3/29/18	P&R PAPER SUPPLY CO INC	30178489-00	Inventory Purchase	1,887.88	0.00	1,887.88	<b>\$3,334.70</b>
			30178498-00REV	Inventory Purchase	-1,887.88	0.00	-1,887.88	
			30182166-00	Inventory Purchase	3,334.70	0.00	3,334.70	
xxx301242	3/29/18	PACIFIC ECO-RISK	14172	Water Lab Services	2,985.00	0.00	2,985.00	<b>\$2,985.00</b>
xxx301243	3/29/18	PAN ASIAN PUBLICATIONS INC	U-15514	Library Acquisitions, Books	754.91	0.00	754.91	<b>\$4,019.53</b>
			U-15517	Library Acquis, Audio/Visual	600.37	0.00	600.37	
			U-15519	Library Acquisitions, Books	913.81	0.00	913.81	
			U-15521	Library Acquisitions, Books	1,137.56	0.00	1,137.56	

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			U-15522	Library Acquisitions, Books	561.00	0.00	561.00	
			U-15523	Library Acquisitions, Books	51.88	0.00	51.88	
xxx301244	3/29/18	PENINSULA BATTERY INC	124800	Inventory Purchase	376.70	0.00	376.70	<b>\$376.70</b>
xxx301245	3/29/18	PINE CONE LUMBER CO INC	748345	Inventory Purchase	854.70	8.55	846.15	<b>\$846.15</b>
xxx301246	3/29/18	PRIORITY 1 PUBLIC SAFETY EQUIPMENT	6503	Vehicles & Motorized Equip	10,442.08	0.00	10,442.08	<b>\$23,365.49</b>
			6540	Vehicles & Motorized Equip	600.59	0.00	600.59	
			6574	Parts, Vehicles & Motor Equip	348.00	0.00	348.00	
			6595	Parts, Vehicles & Motor Equip	520.00	0.00	520.00	
			6636	Parts, Vehicles & Motor Equip	266.37	0.00	266.37	
			6640	Parts, Vehicles & Motor Equip	100.00	0.00	100.00	
			6660	Vehicles & Motorized Equip	11,088.45	0.00	11,088.45	
xxx301247	3/29/18	RALPH ANDERSEN & ASSOC	INV-00997	Professional Services	3,500.00	0.00	3,500.00	<b>\$13,000.00</b>
			INV-01142	Professional Services	9,500.00	0.00	9,500.00	
xxx301248	3/29/18	SAFEWAY INC	438554-032318	Special Events	27.27	0.00	27.27	<b>\$27.27</b>
xxx301249	3/29/18	SAN JOSE BMW	4285681	Parts, Vehicles & Motor Equip	231.17	0.00	231.17	<b>\$4,085.49</b>
			4286058	Parts, Vehicles & Motor Equip	261.93	0.00	261.93	
			4286271	Parts, Vehicles & Motor Equip	75.37	0.00	75.37	
			4286915	Auto Maint & Repair - Labor	655.00	0.00	655.00	
			4286915	Auto Maint & Repair - Materials	472.17	0.00	472.17	
			4287310	Auto Maint & Repair - Labor	1,072.52	0.00	1,072.52	
			4287310	Auto Maint & Repair - Materials	116.82	0.00	116.82	
			4287706	Auto Maint & Repair - Labor	617.50	0.00	617.50	
			4287706	Auto Maint & Repair - Materials	543.71	0.00	543.71	
			4288647	Parts, Vehicles & Motor Equip	39.30	0.00	39.30	
xxx301251	3/29/18	SAN MATEO COUNTY COMMUNITY COLLEGE	202954	Contracts/Service Agreements	18,389.93	0.00	18,389.93	<b>\$18,389.93</b>
xxx301252	3/29/18	SANTA CLARA VALLEY ELECTRIC	2018-3181.1	Contracts/Service Agreements	1,445.40	0.00	1,445.40	<b>\$1,445.40</b>
xxx301253	3/29/18	SITEONE LANDSCAPE SUPPLY LLC	84355258	Materials - Land Improve	610.34	0.00	610.34	<b>\$610.34</b>
xxx301254	3/29/18	SUNNYVALE FORD	115822	Parts, Vehicles & Motor Equip	58.01	0.00	58.01	<b>\$7,304.60</b>
			115847	Parts, Vehicles & Motor Equip	27.36	0.00	27.36	
			115851	Parts, Vehicles & Motor Equip	362.04	0.00	362.04	

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			115877	Parts, Vehicles & Motor Equip	398.60	0.00	398.60	
			115968	Parts, Vehicles & Motor Equip	461.30	0.00	461.30	
			116003	Parts, Vehicles & Motor Equip	31.34	0.00	31.34	
			116061	Parts, Vehicles & Motor Equip	153.59	0.00	153.59	
			116122	Parts, Vehicles & Motor Equip	120.60	0.00	120.60	
			116167	Parts, Vehicles & Motor Equip	60.06	0.00	60.06	
			116169	Parts, Vehicles & Motor Equip	4.08	0.00	4.08	
			116176	Parts, Vehicles & Motor Equip	1,520.66	0.00	1,520.66	
			116185	Parts, Vehicles & Motor Equip	59.31	0.00	59.31	
			116209	Parts, Vehicles & Motor Equip	77.48	0.00	77.48	
			116231	Parts, Vehicles & Motor Equip	118.42	0.00	118.42	
			116279	Parts, Vehicles & Motor Equip	63.12	0.00	63.12	
			116294	Parts, Vehicles & Motor Equip	4.19	0.00	4.19	
			116337	Parts, Vehicles & Motor Equip	37.41	0.00	37.41	
			116440	Parts, Vehicles & Motor Equip	617.80	0.00	617.80	
			116482	Parts, Vehicles & Motor Equip	10.62	0.00	10.62	
			116518	Parts, Vehicles & Motor Equip	12.25	0.00	12.25	
			116872	Parts, Vehicles & Motor Equip	953.17	0.00	953.17	
			116872-1	Parts, Vehicles & Motor Equip	53.80	0.00	53.80	
			116925	Parts, Vehicles & Motor Equip	90.47	0.00	90.47	
			116925-1	Parts, Vehicles & Motor Equip	16.94	0.00	16.94	
			117024	Parts, Vehicles & Motor Equip	85.89	0.00	85.89	
			117057	Parts, Vehicles & Motor Equip	202.59	0.00	202.59	
			117189	Parts, Vehicles & Motor Equip	59.20	0.00	59.20	
			117283	Parts, Vehicles & Motor Equip	71.81	0.00	71.81	
			117320	Parts, Vehicles & Motor Equip	204.07	0.00	204.07	
			117354	Parts, Vehicles & Motor Equip	22.76	0.00	22.76	
			117394	Parts, Vehicles & Motor Equip	61.18	0.00	61.18	
			117594	Parts, Vehicles & Motor Equip	42.71	0.00	42.71	
			117786	Parts, Vehicles & Motor Equip	164.87	0.00	164.87	
			119539	Inventory Purchase	206.67	0.00	206.67	

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Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
			CM110423	Parts, Vehicles & Motor Equip	-5.86	0.00	-5.86	
			CM110881	Parts, Vehicles & Motor Equip	-52.55	0.00	-52.55	
			CM112809	Parts, Vehicles & Motor Equip	-32.70	0.00	-32.70	
			CM113537	Parts, Vehicles & Motor Equip	-81.75	0.00	-81.75	
			CM115877	Parts, Vehicles & Motor Equip	-81.75	0.00	-81.75	
			CM116167	Parts, Vehicles & Motor Equip	-60.06	0.00	-60.06	
			CM116176	Parts, Vehicles & Motor Equip	-45.85	0.00	-45.85	
			CM116231	Parts, Vehicles & Motor Equip	-111.49	0.00	-111.49	
			CM116440	Parts, Vehicles & Motor Equip	-313.33	0.00	-313.33	
			CM116872	Parts, Vehicles & Motor Equip	-12.99	0.00	-12.99	
			CM117057	Parts, Vehicles & Motor Equip	-172.75	0.00	-172.75	
			CM117057*1	Parts, Vehicles & Motor Equip	-29.83	0.00	-29.83	
			FOCS770423	Auto Maint & Repair - Labor	159.95	0.00	159.95	
			FOCS770978	Auto Maint & Repair - Labor	349.95	0.00	349.95	
			FOCS771617	Auto Maint & Repair - Labor	1,039.50	0.00	1,039.50	
			FOCS771617	Auto Maint & Repair - Materials	181.79	0.00	181.79	
			FOCS771869	Auto Maint & Repair - Labor	139.95	0.00	139.95	
xxx301259	3/29/18	TJKM	0046693	Consultants	600.00	0.00	600.00	<b>\$600.00</b>
xxx301260	3/29/18	TRAFFICWARE LLC	46237	Software Licensing & Support	1,826.43	0.00	1,826.43	<b>\$1,826.43</b>
xxx301261	3/29/18	TURF & INDUSTRIAL EQUIPMENT CO	IV23145	Parts, Vehicles & Motor Equip	65.40	0.00	65.40	<b>\$3,940.59</b>
			IV23242	Parts, Vehicles & Motor Equip	182.74	0.00	182.74	
			IV23497	Parts, Vehicles & Motor Equip	262.50	0.00	262.50	
			IV23593	Parts, Vehicles & Motor Equip	65.75	0.00	65.75	
			IV23694	Parts, Vehicles & Motor Equip	204.05	0.00	204.05	
			IV23769	Parts, Vehicles & Motor Equip	228.04	0.00	228.04	
			IV23825	Parts, Vehicles & Motor Equip	62.59	0.00	62.59	
			IV23825A	Parts, Vehicles & Motor Equip	273.32	0.00	273.32	
			IV23836	Parts, Vehicles & Motor Equip	467.13	0.00	467.13	
			IV23969	Parts, Vehicles & Motor Equip	114.45	0.00	114.45	
			IV24313	Parts, Vehicles & Motor Equip	196.09	0.00	196.09	
			IV24329	Parts, Vehicles & Motor Equip	170.27	0.00	170.27	

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			IV24380	Parts, Vehicles & Motor Equip	77.68	0.00	77.68	
			IV24425	Parts, Vehicles & Motor Equip	6.99	0.00	6.99	
			IV24430	Parts, Vehicles & Motor Equip	294.64	0.00	294.64	
			IV24477	Parts, Vehicles & Motor Equip	5.85	0.00	5.85	
			IV24495	Parts, Vehicles & Motor Equip	38.02	0.00	38.02	
			IV24503	Parts, Vehicles & Motor Equip	13.95	0.00	13.95	
			IV24657	Parts, Vehicles & Motor Equip	286.71	0.00	286.71	
			IV24667	Parts, Vehicles & Motor Equip	208.60	0.00	208.60	
			IV24768	Parts, Vehicles & Motor Equip	327.00	0.00	327.00	
			IV24768A	Parts, Vehicles & Motor Equip	146.86	0.00	146.86	
			IV24791	Parts, Vehicles & Motor Equip	126.68	0.00	126.68	
			IV24968	Parts, Vehicles & Motor Equip	115.28	0.00	115.28	
xxx301263	3/29/18	VMI INC	240571	Comm Equip Maintain & Repair - Labor 1	3,510.00	0.00	3,510.00	<b>\$3,510.00</b>
xxx301264	3/29/18	WINSUPPLY OF SILICON VALLEY	686181 01	Miscellaneous Equipment Parts & Supplies	2,487.56	0.00	2,487.56	<b>\$2,487.56</b>
xxx301265	3/29/18	EPLUS TECHNOLOGY INC	R0072186	Computer Hardware	-340.46	0.00	-340.46	<b>\$9,099.31</b>
			V2070510	Computer Hardware	340.46	0.00	340.46	
			V2080985	Computer Hardware	1,484.35	0.00	1,484.35	
			V2081209	Computer Hardware	7,614.96	0.00	7,614.96	
xxx301266	3/29/18	ANNE MARIE BONNEAU	1138	Professional Services	500.00	0.00	500.00	<b>\$500.00</b>
xxx301267	3/29/18	FIRST AMERICAN TITLE CO	3819-VALEN060 2	Customer Loans Disbursed	50,000.00	0.00	50,000.00	<b>\$50,000.00</b>
xxx301268	3/29/18	FUNDSTRUCK A CAPPELLA	FNDR001	Miscellaneous Services	250.00	0.00	250.00	<b>\$250.00</b>
xxx301269	3/29/18	KIRBY CANYON RECYCLING & DISPOSAL FAC	FEB2018	Landfill Fees to be Allocated	652,697.10	0.00	652,697.10	<b>\$652,697.10</b>
xxx301270	3/29/18	OUTRIGGER REEF WAIKIKI BEACH RESORT	MAY-JUN18DE P	Recruitment Travel Expenses	30,119.52	0.00	30,119.52	<b>\$30,119.52</b>
xxx301271	3/29/18	PACIFIC GAS & ELECTRIC CO	03142830050118	Utilities - Electric	22,153.18	0.00	22,153.18	<b>\$311,762.01</b>
			03142830050218	Utilities - Electric	44,182.78	0.00	44,182.78	
			03153947310218	Utilities - Electric	21,016.30	0.00	21,016.30	
			11008300870218	Utilities - Electric	246.14	0.00	246.14	
			11023824480218	Utilities - Electric	368.11	0.00	368.11	
			11054204050218	Utilities - Electric	4,624.96	0.00	4,624.96	



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			11059220090218	Utilities - Electric	2,636.06	0.00	2,636.06	
			11059220250218	Utilities - Gas	1,908.87	0.00	1,908.87	
			11059220400218	Utilities - Gas	691.77	0.00	691.77	
			11059220450218	Utilities - Gas	1,928.51	0.00	1,928.51	
			11059220500218	Utilities - Gas	151.93	0.00	151.93	
			11059220550218	Utilities - Electric	532.83	0.00	532.83	
			11059220600218	Utilities - Gas	4,821.08	0.00	4,821.08	
			11059220640218	Utilities - Electric	1,182.69	0.00	1,182.69	
			11059220750218	Utilities - Gas	3,379.78	0.00	3,379.78	
			11059220810218	Utilities - Electric	376.69	0.00	376.69	
			11059220900218	Utilities - Gas	344.42	0.00	344.42	
			11059220930218	Utilities - Electric	273.96	0.00	273.96	
			11059221020218	Utilities - Electric	486.61	0.00	486.61	
			11059221050218	Utilities - Gas	239.20	0.00	239.20	
			11059221060218	Utilities - Electric	719.22	0.00	719.22	
			11059221080218	Utilities - Electric	498.70	0.00	498.70	
			11059221150218	Utilities - Gas	339.23	0.00	339.23	
			11059221180218	Utilities - Electric	5,423.33	0.00	5,423.33	
			11059221280218	Utilities - Electric	677.40	0.00	677.40	
			11059221350218	Utilities - Gas	510.38	0.00	510.38	
			11059221400218	Utilities - Gas	2,307.05	0.00	2,307.05	
			11059221600218	Utilities - Gas	305.02	0.00	305.02	
			11059221680218	Utilities - Electric	278.58	0.00	278.58	
			11059221700218	Utilities - Gas	361.58	0.00	361.58	
			11059221730218	Utilities - Electric	1,192.93	0.00	1,192.93	
			11059221930218	Utilities - Electric	7,379.86	0.00	7,379.86	
			11059222630218	Utilities - Electric	961.44	0.00	961.44	
			11059222720218	Utilities - Electric	473.79	0.00	473.79	
			11059224060218	Utilities - Electric	6,294.22	0.00	6,294.22	
			11059224270218	Utilities - Electric	10.51	0.00	10.51	
			11059224730218	Utilities - Electric	237.12	0.00	237.12	

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			11059225100218	Utilities - Gas	718.66	0.00	718.66	
			11059225290218	Utilities - Electric	439.67	0.00	439.67	
			11059225320218	Utilities - Electric	217.02	0.00	217.02	
			11059225550218	Utilities - Electric	1,599.37	0.00	1,599.37	
			11059225650218	Utilities - Gas	3,486.77	0.00	3,486.77	
			11059226380218	Utilities - Electric	4,990.05	0.00	4,990.05	
			11059226470218	Utilities - Electric	414.15	0.00	414.15	
			11059226810218	Utilities - Electric	4,239.49	0.00	4,239.49	
			11059227030218	Utilities - Electric	414.02	0.00	414.02	
			11059227060218	Utilities - Electric	2,179.74	0.00	2,179.74	
			11059227230218	Utilities - Electric	3,439.63	0.00	3,439.63	
			11059227650218	Utilities - Electric	252.81	0.00	252.81	
			11059227850218	Utilities - Electric	2,515.24	0.00	2,515.24	
			11059228050218	Utilities - Electric	4,070.07	0.00	4,070.07	
			11059228580218	Utilities - Electric	6,857.79	0.00	6,857.79	
			11059228670218	Utilities - Electric	287.23	0.00	287.23	
			11059229250218	Utilities - Electric	3,252.49	0.00	3,252.49	
			11059229470218	Utilities - Electric	3,506.74	0.00	3,506.74	
			11059229910218	Utilities - Electric	4,390.99	0.00	4,390.99	
			11059229990218	Utilities - Electric	1,725.60	0.00	1,725.60	
			12847684120218	Utilities - Electric	10.30	0.00	10.30	
			22868920920218	Utilities - Electric	63.66	0.00	63.66	
			24528699500218	Utilities - Electric	9.86	0.00	9.86	
			25900730020218	Utilities - Electric	61.24	0.00	61.24	
			32702441030218	Utilities - Electric	480.62	0.00	480.62	
			32709321910218	Utilities - Electric	65.74	0.00	65.74	
			32725920040218	Utilities - Electric	44.81	0.00	44.81	
			32725920070218	Utilities - Electric	12.35	0.00	12.35	
			32725920140218	Utilities - Electric	22.37	0.00	22.37	
			32725920350218	Utilities - Gas	7.85	0.00	7.85	
			32725921110218	Utilities - Electric	14.00	0.00	14.00	

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			32725921170218	Utilities - Electric	100.56	0.00	100.56	
			32725921260218	Utilities - Electric	12.13	0.00	12.13	
			32725921320218	Utilities - Electric	105.38	0.00	105.38	
			32725921430218	Utilities - Electric	4.00	0.00	4.00	
			32725921480218	Utilities - Electric	170.78	0.00	170.78	
			32725921490218	Utilities - Electric	11.21	0.00	11.21	
			32725921610218	Utilities - Electric	54.27	0.00	54.27	
			32725921710218	Utilities - Electric	166.50	0.00	166.50	
			32725921790218	Utilities - Electric	1.46	0.00	1.46	
			32725921800218	Utilities - Electric	15.57	0.00	15.57	
			32725922050218	Utilities - Electric	33.77	0.00	33.77	
			32725922090218	Utilities - Electric	1,270.85	0.00	1,270.85	
			32725922410218	Utilities - Electric	696.58	0.00	696.58	
			32725922520218	Utilities - Electric	297.20	0.00	297.20	
			32725922580218	Utilities - Electric	46.14	0.00	46.14	
			32725922850218	Utilities - Electric	2.75	0.00	2.75	
			32725923120218	Utilities - Electric	146.42	0.00	146.42	
			32725923350218	Utilities - Electric	119.92	0.00	119.92	
			32725923370218	Utilities - Electric	6.16	0.00	6.16	
			32725923400218	Utilities - Electric	17.67	0.00	17.67	
			32725923710218	Utilities - Electric	11.27	0.00	11.27	
			32725923770218	Utilities - Electric	94.49	0.00	94.49	
			32725923850218	Utilities - Electric	10.40	0.00	10.40	
			32725924030218	Utilities - Electric	304.20	0.00	304.20	
			32725924040218	Utilities - Electric	183.01	0.00	183.01	
			32725924170218	Utilities - Electric	39.04	0.00	39.04	
			32725924960218	Utilities - Electric	727.81	0.00	727.81	
			32725924970218	Utilities - Electric	11.17	0.00	11.17	
			32725925000218	Utilities - Electric	262.38	0.00	262.38	
			32725925010218	Utilities - Electric	62.01	0.00	62.01	
			32725925200218	Utilities - Electric	338.03	0.00	338.03	

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			32725925210218	Utilities - Electric	10.01	0.00	10.01	
			32725925230218	Utilities - Electric	36.41	0.00	36.41	
			32725925370218	Utilities - Electric	122.22	0.00	122.22	
			32725925630218	Utilities - Electric	831.49	0.00	831.49	
			32725925690218	Utilities - Electric	28.51	0.00	28.51	
			32725925890218	Utilities - Electric	107.39	0.00	107.39	
			32725926210218	Utilities - Electric	329.79	0.00	329.79	
			32725926440218	Utilities - Electric	792.46	0.00	792.46	
			32725926470218	Utilities - Electric	803.30	0.00	803.30	
			32725926830218	Utilities - Electric	394.70	0.00	394.70	
			32725926850218	Utilities - Electric	54.11	0.00	54.11	
			32725926870218	Utilities - Electric	0.78	0.00	0.78	
			32725926940218	Utilities - Electric	336.99	0.00	336.99	
			32725926950218	Utilities - Electric	20.17	0.00	20.17	
			32725927040218	Utilities - Electric	11.18	0.00	11.18	
			32725927250218	Utilities - Electric	243.96	0.00	243.96	
			32725927290218	Utilities - Electric	4.44	0.00	4.44	
			32725927340218	Utilities - Electric	426.10	0.00	426.10	
			32725927360218	Utilities - Gas	546.86	0.00	546.86	
			32725927380218	Utilities - Electric	88.45	0.00	88.45	
			32725927400218	Utilities - Electric	53.05	0.00	53.05	
			32725927510218	Utilities - Electric	426.37	0.00	426.37	
			32725927630218	Utilities - Electric	478.78	0.00	478.78	
			32725927680218	Utilities - Electric	0.85	0.00	0.85	
			32725928000218	Utilities - Electric	234.92	0.00	234.92	
			32725928250218	Utilities - Electric	16.96	0.00	16.96	
			32725929100218	Utilities - Electric	0.79	0.00	0.79	
			32725929140218	Utilities - Electric	48.50	0.00	48.50	
			32725929220218	Utilities - Electric	695.80	0.00	695.80	
			32725929250218	Utilities - Electric	0.80	0.00	0.80	
			32725929280218	Utilities - Electric	31.38	0.00	31.38	

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			32725929390218	Utilities - Electric	58.56	0.00	58.56	
			32725929440218	Utilities - Electric	452.50	0.00	452.50	
			32725929750218	Utilities - Electric	96.11	0.00	96.11	
			32730750560218	Utilities - Electric	385.93	0.00	385.93	
			32753650070218	Utilities - Electric	134.91	0.00	134.91	
			32754254880218	Utilities - Electric	219.82	0.00	219.82	
			32784398000218	Utilities - Electric	301.48	0.00	301.48	
			32799419320218	Utilities - Gas	156.99	0.00	156.99	
			35922924580218	Utilities - Electric	21.97	0.00	21.97	
			36207652980218	Utilities - Electric	59.98	0.00	59.98	
			43357992720218	Utilities - Electric	11.30	0.00	11.30	
			45039216730218	Utilities - Electric	11.27	0.00	11.27	
			52896844240218	Utilities - Gas	441.90	0.00	441.90	
			52896847890218	Utilities - Electric	513.88	0.00	513.88	
			56825387840218	Utilities - Electric	0.38	0.00	0.38	
			56891435920218	Utilities - Electric	0.64	0.00	0.64	
			56892570110218	Utilities - Electric	0.85	0.00	0.85	
			56892570120218	Utilities - Electric	12.84	0.00	12.84	
			56892570160218	Utilities - Electric	0.82	0.00	0.82	
			56892570470218	Utilities - Electric	11.17	0.00	11.17	
			56892570610218	Utilities - Electric	12.33	0.00	12.33	
			56892570850218	Utilities - Electric	11.82	0.00	11.82	
			56892571110218	Utilities - Electric	30.28	0.00	30.28	
			56892571230218	Utilities - Electric	0.82	0.00	0.82	
			56892571500218	Utilities - Electric	11.31	0.00	11.31	
			56892571930218	Utilities - Electric	0.76	0.00	0.76	
			56892572230218	Utilities - Electric	9.86	0.00	9.86	
			56892572310218	Utilities - Electric	0.99	0.00	0.99	
			56892572410218	Utilities - Electric	0.79	0.00	0.79	
			56892572990218	Utilities - Electric	0.77	0.00	0.77	
			56892573010218	Utilities - Electric	1.46	0.00	1.46	

**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 3/25/2018 through 3/31/2018**

**Sorted by Payment Number**

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
			56892573210218	Utilities - Electric	11.11	0.00	11.11	
			56892573280218	Utilities - Electric	9.86	0.00	9.86	
			56892573340218	Utilities - Electric	11.00	0.00	11.00	
			56892573450218	Utilities - Electric	9.86	0.00	9.86	
			56892573610218	Utilities - Electric	1.77	0.00	1.77	
			56892573790218	Utilities - Electric	0.95	0.00	0.95	
			56892573860218	Utilities - Electric	0.79	0.00	0.79	
			56892574540218	Utilities - Electric	11.25	0.00	11.25	
			56892574610218	Utilities - Electric	11.45	0.00	11.45	
			56892574640218	Utilities - Electric	1.16	0.00	1.16	
			56892574690218	Utilities - Electric	11.26	0.00	11.26	
			56892574720218	Utilities - Electric	11.18	0.00	11.18	
			56892574750218	Utilities - Electric	0.95	0.00	0.95	
			56892574930218	Utilities - Electric	11.09	0.00	11.09	
			56892574970218	Utilities - Electric	0.38	0.00	0.38	
			56892574980218	Utilities - Electric	0.72	0.00	0.72	
			56892575010218	Utilities - Electric	15.54	0.00	15.54	
			56892575240218	Utilities - Electric	11.19	0.00	11.19	
			56892575250218	Utilities - Electric	11.47	0.00	11.47	
			56892575560218	Utilities - Electric	11.48	0.00	11.48	
			56892575840218	Utilities - Electric	12.37	0.00	12.37	
			56892576280218	Utilities - Electric	9.86	0.00	9.86	
			56892576480218	Utilities - Electric	11.78	0.00	11.78	
			56892576590218	Utilities - Electric	11.20	0.00	11.20	
			56892576670218	Utilities - Electric	11.37	0.00	11.37	
			56892576690218	Utilities - Electric	11.37	0.00	11.37	
			56892576720218	Utilities - Electric	0.76	0.00	0.76	
			56892577190218	Utilities - Electric	0.80	0.00	0.80	
			56892577220218	Utilities - Electric	11.11	0.00	11.11	
			56892577390218	Utilities - Electric	11.56	0.00	11.56	
			56892577590218	Utilities - Electric	0.74	0.00	0.74	

**List of All Claims and Bills Approved for Payment**

For Payments Dated 3/25/2018 through 3/31/2018

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
			56892578070218	Utilities - Electric	0.94	0.00	0.94	
			56892578180218	Utilities - Electric	10.50	0.00	10.50	
			56892578260218	Utilities - Electric	0.79	0.00	0.79	
			56892578540218	Utilities - Electric	2.32	0.00	2.32	
			56892578610218	Utilities - Electric	0.82	0.00	0.82	
			56892578660218	Utilities - Electric	0.89	0.00	0.89	
			56892578670218	Utilities - Electric	11.08	0.00	11.08	
			56892578890218	Utilities - Electric	11.14	0.00	11.14	
			56892578980218	Utilities - Electric	11.42	0.00	11.42	
			56892579010218	Utilities - Electric	9.86	0.00	9.86	
			56892579190218	Utilities - Electric	0.79	0.00	0.79	
			56892579380218	Utilities - Electric	0.71	0.00	0.71	
			56892579430218	Utilities - Electric	1.48	0.00	1.48	
			56892579640218	Utilities - Electric	11.25	0.00	11.25	
			56892579760218	Utilities - Electric	0.82	0.00	0.82	
			56892579810218	Utilities - Electric	11.24	0.00	11.24	
			56892579830218	Utilities - Electric	0.75	0.00	0.75	
			56892579860218	Utilities - Electric	0.66	0.00	0.66	
			60209026830218	Utilities - Electric	5.42	0.00	5.42	
			60211953740218	Utilities - Electric	2.22	0.00	2.22	
			60225900040218	Utilities - Electric	28,413.51	0.00	28,413.51	
			60225900080218	Utilities - Electric	7,293.11	0.00	7,293.11	
			60225900140218	Utilities - Electric	34.45	0.00	34.45	
			60225900150218	Utilities - Electric	18.94	0.00	18.94	
			60225900160218	Utilities - Electric	11.59	0.00	11.59	
			60225900170218	Utilities - Electric	9.10	0.00	9.10	
			60225900220218	Utilities - Electric	710.41	0.00	710.41	
			60225900260218	Utilities - Electric	23.88	0.00	23.88	
			60225900450218	Utilities - Electric	154.00	0.00	154.00	
			60225901000218	Utilities - Electric	9.53	0.00	9.53	
			60225901010218	Utilities - Electric	479.01	0.00	479.01	

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

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
			60225901310218	Utilities - Electric	12.09	0.00	12.09	
			60225901820218	Utilities - Electric	9.69	0.00	9.69	
			60225901980218	Utilities - Electric	42.43	0.00	42.43	
			60225902010218	Utilities - Electric	180.50	0.00	180.50	
			60225902290218	Utilities - Electric	24.01	0.00	24.01	
			60225902530218	Utilities - Electric	4,473.95	0.00	4,473.95	
			60225902640218	Utilities - Electric	44.35	0.00	44.35	
			60225902660218	Utilities - Electric	523.01	0.00	523.01	
			60225902810218	Utilities - Electric	232.60	0.00	232.60	
			60225902900218	Utilities - Electric	191.25	0.00	191.25	
			60225902950218	Utilities - Electric	20.44	0.00	20.44	
			60225903300218	Utilities - Electric	64.81	0.00	64.81	
			60225903370218	Utilities - Electric	2.26	0.00	2.26	
			60225903550218	Utilities - Electric	161.99	0.00	161.99	
			60225904170218	Utilities - Electric	7.08	0.00	7.08	
			60225904200218	Utilities - Electric	2,261.18	0.00	2,261.18	
			60225904270218	Utilities - Electric	3.32	0.00	3.32	
			60225904460218	Utilities - Electric	1.33	0.00	1.33	
			60225904500218	Utilities - Electric	0.47	0.00	0.47	
			60225904580218	Utilities - Electric	54.65	0.00	54.65	
			60225905100218	Utilities - Electric	2.62	0.00	2.62	
			60225905410218	Utilities - Electric	25.33	0.00	25.33	
			60225905570218	Utilities - Electric	76.99	0.00	76.99	
			60225905580218	Utilities - Electric	11.68	0.00	11.68	
			60225905590218	Utilities - Electric	11.68	0.00	11.68	
			60225905600218	Utilities - Electric	3,810.52	0.00	3,810.52	
			60225906090218	Utilities - Electric	3,459.20	0.00	3,459.20	
			60225906210218	Utilities - Electric	2.62	0.00	2.62	
			60225906400218	Utilities - Electric	6.66	0.00	6.66	
			60225906510218	Utilities - Electric	1,511.68	0.00	1,511.68	
			60225906590218	Utilities - Electric	35.50	0.00	35.50	



**List of All Claims and Bills Approved for Payment**

For Payments Dated 3/25/2018 through 3/31/2018

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
			60225906600218	Utilities - Electric	36.56	0.00	36.56	
			60225906650218	Utilities - Electric	75.95	0.00	75.95	
			60225906780218	Utilities - Electric	3,972.31	0.00	3,972.31	
			60225906940218	Utilities - Electric	1,343.57	0.00	1,343.57	
			60225906980218	Utilities - Electric	365.59	0.00	365.59	
			60225907190218	Utilities - Electric	758.05	0.00	758.05	
			60225907630218	Utilities - Electric	2.55	0.00	2.55	
			60225907690218	Utilities - Electric	126.83	0.00	126.83	
			60225907730218	Utilities - Electric	26.05	0.00	26.05	
			60225907760218	Utilities - Electric	14.08	0.00	14.08	
			60225908160218	Utilities - Electric	1,996.30	0.00	1,996.30	
			60225908170218	Utilities - Electric	23.51	0.00	23.51	
			60225908580218	Utilities - Electric	47.20	0.00	47.20	
			60225908610218	Utilities - Electric	30.54	0.00	30.54	
			60225908940218	Utilities - Electric	46.75	0.00	46.75	
			60225909050218	Utilities - Electric	8.05	0.00	8.05	
			60225909410218	Utilities - Electric	68.80	0.00	68.80	
			60225909830218	Utilities - Electric	53.07	0.00	53.07	
			60243005770218	Utilities - Electric	0.91	0.00	0.91	
			61266000050218	Utilities - Gas	3,595.80	0.00	3,595.80	
			65170651530218	Utilities - Electric	912.93	0.00	912.93	
			72891152060218	Utilities - Electric	10.72	0.00	10.72	
			81004444430218	Utilities - Electric	6.41	0.00	6.41	
			81008620210218	Utilities - Electric	0.91	0.00	0.91	
			81008621120218	Utilities - Electric	6.82	0.00	6.82	
			81008622290218	Utilities - Electric	4.36	0.00	4.36	
			81008622550218	Utilities - Electric	47.01	0.00	47.01	
			81008623480218	Utilities - Electric	10.06	0.00	10.06	
			81008623720218	Utilities - Electric	0.75	0.00	0.75	
			81008624270218	Utilities - Electric	69.29	0.00	69.29	
			81008624310218	Utilities - Electric	12.86	0.00	12.86	

**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 3/25/2018 through 3/31/2018**

**Sorted by Payment Number**

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
			81008624650218	Utilities - Electric	10.06	0.00	10.06	
			81008624800218	Utilities - Electric	22.03	0.00	22.03	
			81008625370218	Utilities - Electric	107.31	0.00	107.31	
			81008626650218	Utilities - Electric	7.77	0.00	7.77	
			81008628100218	Utilities - Electric	0.75	0.00	0.75	
			81008628260218	Utilities - Electric	2.39	0.00	2.39	
			81008628350218	Utilities - Electric	0.75	0.00	0.75	
			81008629370218	Utilities - Electric	2.39	0.00	2.39	
			81008629450218	Utilities - Electric	2.44	0.00	2.44	
			81009280180218	Utilities - Electric	708.51	0.00	708.51	
			81011846090218	Utilities - Electric	13.65	0.00	13.65	
			81015536310218	Utilities - Electric	3,627.19	0.00	3,627.19	
			81020785620218	Utilities - Electric	7.33	0.00	7.33	
			81024370710218	Utilities - Electric	183.19	0.00	183.19	
			81029727040218	Utilities - Electric	6.41	0.00	6.41	
			81033823480218	Utilities - Electric	51.47	0.00	51.47	
			81035854770218	Utilities - Electric	19.88	0.00	19.88	
			81049144670218	Utilities - Electric	40.43	0.00	40.43	
			81052655700218	Utilities - Electric	13.15	0.00	13.15	
			81063868990218	Utilities - Electric	27,126.36	0.00	27,126.36	
			81073831150218	Utilities - Electric	22.38	0.00	22.38	
			81074135340218	Utilities - Electric	80.02	0.00	80.02	
			81080547220218	Utilities - Electric	50.53	0.00	50.53	
			81081601140218	Utilities - Electric	60.64	0.00	60.64	
			81703231610218	Utilities - Electric	13.90	0.00	13.90	
			91475900360218	Utilities - Electric	144.97	0.00	144.97	
			91475900450218	Utilities - Gas	201.12	0.00	201.12	
			91475901220218	Utilities - Electric	32.63	0.00	32.63	
			91475903190218	Utilities - Electric	74.93	0.00	74.93	
			91475903550218	Utilities - Electric	235.52	0.00	235.52	
			91475904100218	Utilities - Electric	574.84	0.00	574.84	

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

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
			91475904310218	Utilities - Electric	255.88	0.00	255.88	
			91475904900218	Utilities - Electric	76.14	0.00	76.14	
			91475906250218	Utilities - Electric	187.58	0.00	187.58	
			91475906620218	Utilities - Electric	811.28	0.00	811.28	
			91475907050218	Utilities - Electric	150.72	0.00	150.72	
			91475907470218	Utilities - Electric	487.70	0.00	487.70	
			91475907600218	Utilities - Electric	277.08	0.00	277.08	
			91475907800218	Utilities - Electric	223.07	0.00	223.07	
			91475908690218	Utilities - Electric	337.42	0.00	337.42	
			91475909640218	Utilities - Electric	1,435.02	0.00	1,435.02	
			91475909790218	Utilities - Electric	477.71	0.00	477.71	
			94639783770218	Utilities - Electric	37.09	0.00	37.09	
			96226800430218	Utilities - Electric	115.88	0.00	115.88	
			96226804090218	Utilities - Electric	209.68	0.00	209.68	
			97331850980218	Utilities - Electric	12.63	0.00	12.63	
xxx301297	3/29/18	UNITED STATES POSTAL SERVICE	P#584-032718	Postage	14,443.10	0.00	14,443.10	<b>\$14,443.10</b>
xxx301298	3/29/18	ALTABA INC	044605	Business License Tax	11,644.72	0.00	11,644.72	<b>\$11,644.72</b>
xxx301299	3/29/18	BALI HAI GARDEN APTS	051704	Business License Tax	1,887.10	0.00	1,887.10	<b>\$1,887.10</b>
xxx301300	3/29/18	BOOSTER FUELS INC	0000090809	Permit - Fire Prevention - Hazmat	2,000.00	0.00	2,000.00	<b>\$2,000.00</b>
xxx301301	3/29/18	DESMOND NOLAN	2006-9141	Deposits Payable - Miscellaneous	1,350.00	0.00	1,350.00	<b>\$1,350.00</b>
xxx301302	3/29/18	ENLIGHTENED INC	CK#9876	Refund Over/Duplicate Payment	345.97	0.00	345.97	<b>\$345.97</b>
xxx301303	3/29/18	KIEL COURT PARK LP	2006-9180	Deposits Payable - Miscellaneous	1,750.00	0.00	1,750.00	<b>\$1,750.00</b>
xxx301304	3/29/18	KUO, DANIEL AND GRACE	INT000025434	Refund Over/Duplicate Payment	13.81	0.00	13.81	<b>\$13.81</b>
xxx301305	3/29/18	LITTLE SUNSHINE DAYCARE & PRESCHOOL	IN000074763	Refund Over/Duplicate Payment	155.65	0.00	155.65	<b>\$155.65</b>
xxx301306	3/29/18	MATTRESS FIRM INC	IN000082090	Refund Over/Duplicate Payment	78.30	0.00	78.30	<b>\$78.30</b>
xxx301307	3/29/18	MP EIGHT TREES LLC	INT000025394	Refund Over/Duplicate Payment	5.99	0.00	5.99	<b>\$5.99</b>
xxx301308	3/29/18	PURE LOUNGE	IN000081024	Refund Over/Duplicate Payment	426.00	0.00	426.00	<b>\$426.00</b>
xxx301309	3/29/18	R G HAMMERNESS DRYWALL	BL068098 18-19	Business License Tax	126.74	0.00	126.74	<b>\$126.74</b>
xxx301310	3/29/18	SPUNT ENTERPRISES LTD	2006-9189	Deposits Payable - Miscellaneous	1,077.00	0.00	1,077.00	<b>\$1,077.00</b>
xxx301311	3/29/18	STRATFORD SCHOOL	INT000025498	Refund Over/Duplicate Payment	405.04	0.00	405.04	<b>\$405.04</b>
xxx301312	3/29/18	TINY TOT'S DAY CARE						<b>\$4.54</b>

### Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount	Taken	Amount Paid	Payment Total
			DAYC55 CR	Refund Over/Duplicate Payment	4.54		0.00	4.54	
			BAL						
xxx301313	3/29/18	VERNON & ELESE PARENT	BL041338 16-17	Business License Tax	252.48		0.00	252.48	\$252.48
xxx002682	3/30/18	INTERNAL REVENUE SERVICE	950002682	Employer Taxes - FICA - Total	209.81		0.00	209.81	\$56,510.98
			950002682	Employer Taxes - Medicare - Total	56,301.17		0.00	56,301.17	
xxx002683	3/30/18	ICMA RETIREMENT CORP	950002683	Retirement Benefits - Deferred Comp - City Portion	97,579.16		0.00	97,579.16	\$98,734.66
			950002683	Retirement Benefits - PARS	1,155.50		0.00	1,155.50	
xxx002684	3/30/18	PUBLIC EMPLOYEES RETIREMENT SYSTEM	950002684	Retirement Benefits - Deferred Comp - City Portion	1,928.03		0.00	1,928.03	\$649,826.01
			950002684	Retirement Benefits - Misc Tier 1 & 2 Employer Required Cont.	175,893.66		0.00	175,893.66	
			950002684	Retirement Benefits - Misc Tier 1&2 Employer Paid Member Cont.	71,963.78		0.00	71,963.78	
			950002684	Retirement Benefits - Misc PEPRA Employer Required Cont.	69,463.15		0.00	69,463.15	
			950002684	Retirement Benefits - Safety Tier 1&2 Employer Required Cont.	200,407.88		0.00	200,407.88	
			950002684	Retirement Benefits - Safety Tier 1&2 Emplyr Paid Member Cont	90,116.40		0.00	90,116.40	
			950002684	Retirement Benefits - Safety PEPRA Employer Required Cont.	40,053.11		0.00	40,053.11	
xxx100728	3/26/18	STATE BOARD OF EQUAL DIRECT DEPOSIT	2330399	Use Tax Payable	10,893.43		0.00	10,893.43	\$10,893.43
Grand Total Payment Amount									\$4,414,389.42

**List of All Claims and Bills Approved for Payment**

For Payments Dated 4/1/2018 through 4/7/2018

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
xxx301314	4/3/18	3M TRAFFIC SAFETY SYSTEMS DIVISION	TP18895	Materials - Land Improve	981.00	0.00	981.00	<b>\$5,257.08</b>
			TP18896	Materials - Land Improve	2,084.63	0.00	2,084.63	
			TP18897	Materials - Land Improve	2,191.45	0.00	2,191.45	
xxx301315	4/3/18	AECOM TECHNICAL SERVICES INC	2000035188-2	Engineering Services	10,313.45	0.00	10,313.45	<b>\$10,313.45</b>
xxx301316	4/3/18	ACTRACE LLC	I20170760RE	Library Acquisitions, Books	813.51	0.00	813.51	<b>\$2,938.51</b>
			I20170761RE	Library Acquisitions, Books	950.41	0.00	950.41	
			I20170762RE	Library Acquisitions, Books	1,174.59	0.00	1,174.59	
xxx301317	4/3/18	AGBAYANI CONSTRUCTION CORPORATION	CMMNTYC NTE R#07	Construction Services	530,100.00	0.00	530,100.00	<b>\$530,100.00</b>
xxx301318	4/3/18	AIRGAS USA LLC	9072858764	Supplies, Safety	2,867.70	0.00	2,867.70	<b>\$2,867.70</b>
xxx301319	4/3/18	AVERY ASSOC INC	2355	Professional Services	8,000.00	0.00	8,000.00	<b>\$8,000.00</b>
xxx301320	4/3/18	BOETHING TREELAND FARMS INC	SI-1146943	Materials - Land Improve	3,253.98	0.00	3,253.98	<b>\$3,253.98</b>
xxx301321	4/3/18	BOUND TREE MEDICAL LLC	82815859	Inventory Purchase	1,728.79	0.00	1,728.79	<b>\$1,728.79</b>
xxx301322	4/3/18	BRIGHTVIEW TREE CO	5670925	Materials - Land Improve	2,670.50	0.00	2,670.50	<b>\$2,670.50</b>
xxx301323	4/3/18	BUCKLES-SMITH ELECTRIC CO	3078790-00	Miscellaneous Equipment Parts & Supplies	4,749.71	0.00	4,749.71	<b>\$4,749.71</b>
xxx301324	4/3/18	CSAC EXCESS INSURANCE AUTHORITY	18401418	Insurances - Employee Assistance Program	13,953.60	0.00	13,953.60	<b>\$24,515.94</b>
			18900167	Professional Services	10,562.34	0.00	10,562.34	
xxx301325	4/3/18	CALCON SYSTEMS INC	41433	Contracts/Service Agreements	105.00	0.00	105.00	<b>\$2,127.20</b>
			41434	Contracts/Service Agreements	1,357.20	0.00	1,357.20	
			41440	Contracts/Service Agreements	665.00	0.00	665.00	
xxx301326	4/3/18	CALLANDER ASSOC	16065-11	Consultants	920.36	0.00	920.36	<b>\$920.36</b>
xxx301327	4/3/18	CLEARSTREAM RECYCLING INC	4361	General Supplies	1,590.00	0.00	1,590.00	<b>\$1,590.00</b>
xxx301328	4/3/18	COLLECTIVE SHIFT	297	Membership Fees	4,400.00	0.00	4,400.00	<b>\$4,400.00</b>
xxx301329	4/3/18	CONEXWEST	33466	Equipment Rental/Lease	81.75	0.00	81.75	<b>\$81.75</b>
xxx301330	4/3/18	CROP PRODUCTION SERVICES INC	34588275	Materials - Land Improve	4,185.60	0.00	4,185.60	<b>\$6,720.50</b>
			34890259	Materials - Land Improve	2,534.90	0.00	2,534.90	
xxx301332	4/3/18	DNV GL ENERGY SERVICES USA INC.	875010000346	Consultants	14,503.87	0.00	14,503.87	<b>\$51,310.09</b>
			875010000991	Consultants	36,806.22	0.00	36,806.22	
xxx301333	4/3/18	DEEPTI SAWHNEY	CK REQ 18-186	DED Services/Training - Books	76.95	0.00	76.95	<b>\$76.95</b>

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xxx301334	4/3/18	DELL MARKETING LP	10230516795	Computer Hardware	1,664.36	0.00	1,664.36	\$2,135.97
			10231591580	General Supplies	112.47	0.00	112.47	
			10232027709	Computer Hardware	159.14	0.00	159.14	
			10232765037	Hardware Maintenance	200.00	0.00	200.00	
xxx301335	4/3/18	DELTA DENTAL INSURANCE CO	BE002738229	Insurances - Dental	1,707.02	0.00	1,707.02	\$1,707.02
xxx301336	4/3/18	EOA INC	SU59-0717	Professional Services	1,756.79	0.00	1,756.79	\$2,687.06
			SU59-0917	Professional Services	568.42	0.00	568.42	
			SU59-1017	Professional Services	361.85	0.00	361.85	
xxx301338	4/3/18	EMPIRE SAFETY & SUPPLY	0092605-IN	Inventory Purchase	813.45	0.00	813.45	\$1,132.95
			0092646-IN	Inventory Purchase	319.50	0.00	319.50	
xxx301339	4/3/18	F&M BANK	PRMRTYRTMT 2#07	Construction Project Contract Retainage	51,702.50	0.00	51,702.50	\$51,702.50
xxx301340	4/3/18	FARMLOAD DISTRIBUTORS INC	I180307862	Materials - Land Improve	950.24	0.00	950.24	\$2,136.43
			I180322927	Materials - Land Improve	1,186.19	0.00	1,186.19	
xxx301341	4/3/18	FEDEX	6-098-32299	Services Maintain Land Improv	19.55	0.00	19.55	\$32.37
			6-121-18040	Mailing & Delivery Services	12.82	0.00	12.82	
xxx301342	4/3/18	FERGUSON ENTERPRISES INC 1423	1357490	Inventory Purchase	584.68	5.36	579.32	\$579.32
xxx301343	4/3/18	FIRE STATION OUTFITTERS	18-4190-ABG	Furniture	5,650.25	0.00	5,650.25	\$5,650.25
xxx301344	4/3/18	FIRST UNITED METHODIST CHURCH SUNNYVALE	2	Outside Group Funding	6,250.00	0.00	6,250.00	\$6,250.00
xxx301345	4/3/18	GCS ENVIRONMENTAL EQUIPMENT SERVICES INC	17310	Inventory Purchase	376.56	0.00	376.56	\$376.56
xxx301346	4/3/18	GRM INFORMATION MANAGEMENT SERVICES	0090846	Records Related Services	1,655.13	0.00	1,655.13	\$3,609.38
			0091210	Records Related Services	1,954.25	0.00	1,954.25	
xxx301347	4/3/18	GARDENLAND POWER EQUIPMENT	557213	Misc Equip Maint & Repair - Labor	69.95	0.00	69.95	\$144.02
			559223	Hand Tools	74.07	0.00	74.07	
xxx301348	4/3/18	GOLDEN GATE MECHANICAL INC	32704	Facilities Maint & Repair - Labor	432.00	0.00	432.00	\$432.00
xxx301349	4/3/18	GOODYEAR COMMERCIAL TIRE & SERVICE CTR	189-1097764	Inventory Purchase	5,010.28	0.00	5,010.28	\$5,134.42
			189-1097786	Inventory Purchase	756.71	0.00	756.71	
			189-1097788	Inventory Purchase	-632.57	0.00	-632.57	
xxx301351	4/3/18	JMB CONSTRUCTION INC	WLFEVLYNH20 #06	Construction Services	380,394.25	0.00	380,394.25	\$380,394.25

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xxx301352	4/3/18	JENNIE TSANG	CK REQ 18-185	DED Services/Training - Books	405.00	0.00	405.00	<b>\$405.00</b>
xxx301353	4/3/18	L N CURTIS & SONS INC	INV169406	Clothing, Uniforms & Access	2,460.13	0.00	2,460.13	<b>\$2,460.13</b>
xxx301354	4/3/18	LC ACTION POLICE SUPPLY	378181	General Supplies	98.05	0.00	98.05	<b>\$3,416.23</b>
			378303	General Supplies	2,141.85	0.00	2,141.85	
			378707	General Supplies	849.87	0.00	849.87	
			378796	General Supplies	326.46	0.00	326.46	
xxx301355	4/3/18	M&M COMMUNICATIONS INC	546	Miscellaneous Services	3,340.00	0.00	3,340.00	<b>\$3,340.00</b>
xxx301356	4/3/18	MAHAN AND SONS INC	1560	Services Maintain Land Improv	2,850.00	0.00	2,850.00	<b>\$2,850.00</b>
xxx301357	4/3/18	MALLORY SAFETY & SUPPLY LLC	4417983	Inventory Purchase	98.10	0.00	98.10	<b>\$270.59</b>
			4419367	Inventory Purchase	172.49	0.00	172.49	
xxx301358	4/3/18	MCMASTER CARR SUPPLY CO	59495823	Miscellaneous Equipment Parts & Supplies	164.47	0.00	164.47	<b>\$164.47</b>
xxx301359	4/3/18	MIDPEN HOUSING CORPORATION	1718-832040 #1	Outside Group Funding	31,942.00	0.00	31,942.00	<b>\$31,942.00</b>
xxx301360	4/3/18	MIDWEST TAPE	95937687	Library Acquis, Audio/Visual	920.91	0.00	920.91	<b>\$920.91</b>
xxx301361	4/3/18	MIWALL CORP	6719	Ammunition	6,655.00	0.00	6,655.00	<b>\$6,655.00</b>
xxx301362	4/3/18	NET TRANSCRIPTS INC	0017659-IN	Investigation Expense	69.65	0.00	69.65	<b>\$69.65</b>
xxx301363	4/3/18	P&R PAPER SUPPLY CO INC	30182166-01	Inventory Purchase	70.11	0.00	70.11	<b>\$70.11</b>
xxx301365	4/3/18	PACIFIC TIDES CONSULTING LLC	EMO 4-18	Consultants	2,489.00	0.00	2,489.00	<b>\$2,489.00</b>
xxx301366	4/3/18	PACIFIC WEST SECURITY INC	2581	Alarm Services	79.00	0.00	79.00	<b>\$371.00</b>
			2860	Alarm Services	93.00	0.00	93.00	
			2862	Facilities Maintenance & Repair Labor	199.00	0.00	199.00	
xxx301367	4/3/18	PAN ASIAN PUBLICATIONS INC	SUN030518	Library Acquis, Audio/Visual	-318.35	0.00	-318.35	<b>\$1,051.01</b>
			U-15544	Library Acquis, Audio/Visual	668.93	0.00	668.93	
			U-15545	Library Acquis, Audio/Visual	700.43	0.00	700.43	
xxx301368	4/3/18	PANTERA SHREDDING	22225	Recycling Services	800.00	0.00	800.00	<b>\$800.00</b>
xxx301369	4/3/18	PATSONS MEDIA GROUP	205953	Printing & Related Services	1,046.40	0.00	1,046.40	<b>\$1,340.70</b>
			206137	Printing & Related Services	294.30	0.00	294.30	
xxx301370	4/3/18	PENINSULA BATTERY INC	124910	Inventory Purchase	95.75	0.00	95.75	<b>\$95.75</b>
xxx301371	4/3/18	PINE CONE LUMBER CO INC	744683	Materials - Land Improve	193.10	0.00	193.10	<b>\$600.67</b>
			746807	Materials - Land Improve	11.63	0.00	11.63	
			747045	Materials - Land Improve	203.77	0.00	203.77	
			747049	Materials - Land Improve	34.55	0.00	34.55	

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			747683	Materials - Land Improve	85.26	0.00	85.26	
			748354	Materials - Land Improve	67.55	0.00	67.55	
			748947	Supplies, First Aid	4.81	0.00	4.81	
xxx301372	4/3/18	PLANET GRANITE BELMONT LLC	PG2018JF	Rec Instructors/Officials	2,100.00	0.00	2,100.00	<b>\$2,100.00</b>
xxx301373	4/3/18	PUBLIC SAFETY DATA SYSTEMS LLC	487	Miscellaneous Services	125.00	0.00	125.00	<b>\$125.00</b>
xxx301374	4/3/18	R E P NUT N BOLT GUY	28795	Inventory Purchase	101.63	0.00	101.63	<b>\$101.63</b>
xxx301375	4/3/18	READYREFRESH BY NESTLE	18B0025819772	General Supplies	46.69	0.00	46.69	<b>\$46.69</b>
xxx301376	4/3/18	REDWOOD ENGINEERING CONSTRUCTION	PLYGRNDEQRP #10	Construction Services	78,472.37	0.00	78,472.37	<b>\$78,472.37</b>
xxx301377	4/3/18	SPF MATHILDA LLC	SV2018	Insurances - Downtown Underground Parking Insurance	23,287.50	0.00	23,287.50	<b>\$23,287.50</b>
xxx301378	4/3/18	SSA LANDSCAPE ARCHITECTS INC	6045	Engineering Services	847.00	0.00	847.00	<b>\$847.00</b>
xxx301379	4/3/18	SAFEWAY INC	438861-032318	Food Products	11.99	0.00	11.99	<b>\$11.99</b>
xxx301380	4/3/18	SCHAAF & WHEELER	29227	Engineering Services	462.50	0.00	462.50	<b>\$3,687.75</b>
			29389	Engineering Services	3,225.25	0.00	3,225.25	
xxx301381	4/3/18	SHARON ORTEGON	CK REQ 18-182	DED Services/Training - Books	242.08	0.00	242.08	<b>\$242.08</b>
xxx301382	4/3/18	SHRED-IT USA	8124154559	Records Related Services	59.90	0.00	59.90	<b>\$59.90</b>
xxx301383	4/3/18	SIERRA PACIFIC TURF SUPPLY INC	0522219-IN	Materials - Land Improve	982.25	0.00	982.25	<b>\$982.25</b>
xxx301384	4/3/18	SIGN WIZ	11740	General Supplies	153.92	0.00	153.92	<b>\$153.92</b>
xxx301385	4/3/18	SITEONE LANDSCAPE SUPPLY LLC	84604760	Materials - Land Improve	1,412.64	0.00	1,412.64	<b>\$4,341.08</b>
			84629140	Materials - Land Improve	2,318.96	0.00	2,318.96	
			84670124	Materials - Land Improve	8.14	0.00	8.14	
			84670143	Materials - Land Improve	281.49	0.00	281.49	
			84718734	Materials - Land Improve	26.53	0.00	26.53	
			84719021	Materials - Land Improve	158.27	0.00	158.27	
			84832622	Materials - Land Improve	135.05	0.00	135.05	
xxx301386	4/3/18	SMART & FINAL INC	051216-032318	General Supplies	40.20	0.00	40.20	<b>\$40.20</b>
xxx301387	4/3/18	SMITHGROUPJJR	0129620	Professional Services	44,792.40	0.00	44,792.40	<b>\$44,792.40</b>
xxx301388	4/3/18	STATCOMM INC	126710	Facilities Maintenance & Repair Labor	375.00	0.00	375.00	<b>\$650.00</b>
			126782	Facilities Maintenance & Repair Labor	275.00	0.00	275.00	
xxx301389	4/3/18	STUDIO EM GRAPHIC DESIGN	17025	Graphics Services	136.25	0.00	136.25	<b>\$136.25</b>
xxx301390	4/3/18	SUNNYVALE BUILDING MAINTENANCE	100218	Professional Services	10,354.83	0.00	10,354.83	<b>\$10,354.83</b>



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xxx301391	4/3/18	SUNNYVALE COMMUNITY SERVICES	HPRR2016/17-6	Outside Group Funding	54,251.87	0.00	54,251.87	<b>\$81,599.65</b>
			HPRR2017/18-1	Outside Group Funding	27,347.78	0.00	27,347.78	
xxx301392	4/3/18	SUNNYVALE FORD	115157	Parts, Vehicles & Motor Equip	229.86	0.00	229.86	<b>\$1,145.40</b>
			115208	Parts, Vehicles & Motor Equip	17.65	0.00	17.65	
			115268	Parts, Vehicles & Motor Equip	214.66	0.00	214.66	
			115360	Parts, Vehicles & Motor Equip	58.01	0.00	58.01	
			115431	Parts, Vehicles & Motor Equip	214.66	0.00	214.66	
			115432	Parts, Vehicles & Motor Equip	56.94	0.00	56.94	
			115543	Parts, Vehicles & Motor Equip	52.56	0.00	52.56	
			115620	Parts, Vehicles & Motor Equip	4.29	0.00	4.29	
			115651	Parts, Vehicles & Motor Equip	72.62	0.00	72.62	
			CM115208	Parts, Vehicles & Motor Equip	-14.99	0.00	-14.99	
			FOCS767232	Parts, Vehicles & Motor Equip	239.14	0.00	239.14	
xxx301393	4/3/18	SUPERIOR AUTOMATIC SPRINKLER CO INC	39058	Facilities Maintenance & Repair Labor	1,207.00	0.00	1,207.00	<b>\$2,068.00</b>
			39059	Facilities Maintenance & Repair Labor	590.00	0.00	590.00	
			39060	Facilities Maintenance & Repair Labor	271.00	0.00	271.00	
xxx301394	4/3/18	SUPPLYWORKS	432368868	Misc Equip Maint & Repair - Materials	133.60	0.00	133.60	<b>\$133.60</b>
xxx301395	4/3/18	TANKO STREETLIGHTING INC	9921	Construction Services	73,335.24	0.00	73,335.24	<b>\$719,210.78</b>
			9921	General Supplies	529,398.70	0.00	529,398.70	
			9972	Construction Services	13,385.67	0.00	13,385.67	
			9972	General Supplies	103,091.17	0.00	103,091.17	
xxx301396	4/3/18	TARGET SPECIALTY PRODUCTS INC	PI0763089	Materials - Land Improve	817.38	0.00	817.38	<b>\$817.38</b>
xxx301397	4/3/18	THE DAVEY TREE EXPERT COMPANY	912239610	Services Maintain Land Improv	10,824.00	0.00	10,824.00	<b>\$10,824.00</b>
xxx301398	4/3/18	THOMAS PLUMBING INC	184878	Facilities Maintenance & Repair Labor	124.00	0.00	124.00	<b>\$124.00</b>
xxx301399	4/3/18	THOMSON REUTERS ELITE	06-809809	Software Licensing & Support	889.00	0.00	889.00	<b>\$889.00</b>
xxx301400	4/3/18	TORO CO	191488128	Services Maintain Land Improv	1,830.84	0.00	1,830.84	<b>\$1,830.84</b>
xxx301401	4/3/18	TRI DIM FILTER CORP	1994310-1	Bldg Maint Matls & Supplies	2,728.41	0.00	2,728.41	<b>\$2,728.41</b>
xxx301402	4/3/18	TURF & INDUSTRIAL EQUIPMENT CO	IV24497	Misc Equip Maint & Repair - Materials	38.97	0.00	38.97	<b>\$763.71</b>
			IV25009	Materials - Land Improve	261.49	0.00	261.49	
			IV25107	Inventory Purchase	463.25	0.00	463.25	
xxx301403	4/3/18	UCP INC	61385	Software Licensing & Support	1,368.00	0.00	1,368.00	<b>\$1,368.00</b>

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xxx301404	4/3/18	UNITED RENTALS	155114215-002	Equipment Rental/Lease	1,045.60	0.00	1,045.60	<b>\$1,045.60</b>
xxx301405	4/3/18	UNITED SITE SERVICES INC	114-6464800	Equipment Rental/Lease	245.00	0.00	245.00	<b>\$245.00</b>
xxx301407	4/3/18	UNIVAR USA INC	SJ869211	Chemicals	2,258.29	0.00	2,258.29	<b>\$2,258.29</b>
xxx301408	4/3/18	V & A CONSULTING ENGINEERS	17440	Engineering Services	15,918.00	0.00	15,918.00	<b>\$15,918.00</b>
xxx301409	4/3/18	V & W CULTURE CO	S01162018CB	Library Acquisitions, Books	500.11	0.00	500.11	<b>\$500.11</b>
xxx301410	4/3/18	VMI INC	240522	Miscellaneous Equipment Parts & Supplies	220.00	0.00	220.00	<b>\$1,099.20</b>
			240543	Misc Equip Maint & Repair - Labor	350.00	0.00	350.00	
			240543	Miscellaneous Equipment Parts & Supplies	529.20	0.00	529.20	
xxx301411	4/3/18	VWR INTERNATIONAL LLC	8081674985	General Supplies	26.31	0.00	26.31	<b>\$1,140.39</b>
			8081686043	Chemicals	583.47	0.00	583.47	
			8081693576	General Supplies	142.03	0.00	142.03	
			8081707400	General Supplies	26.88	0.00	26.88	
			8081719496	General Supplies	183.43	0.00	183.43	
			8081731164	General Supplies	160.78	0.00	160.78	
			8081744637	General Supplies	17.49	0.00	17.49	
xxx301412	4/3/18	VIKING SHRED LLC	5095637	Recycling Services	1,600.00	0.00	1,600.00	<b>\$1,600.00</b>
xxx301413	4/3/18	W A KRAUSS & CO INC	201803	Professional Services	167.75	0.00	167.75	<b>\$167.75</b>
xxx301414	4/3/18	WHCI PLUMBING SUPPLY	S2296293.001	Bldg Maint Matls & Supplies	214.93	0.00	214.93	<b>\$214.93</b>
xxx301415	4/3/18	WAYPOINT ANALYTICAL	070655	Water Lab Services	252.00	0.00	252.00	<b>\$252.00</b>
xxx301416	4/3/18	WECK LABORATORIES INC	W8C0667	Water Lab Services	803.56	0.00	803.56	<b>\$1,751.36</b>
			W8C0668	Water Lab Services	381.19	0.00	381.19	
			W8C1478	Water Lab Services	566.61	0.00	566.61	
xxx301417	4/3/18	WECO INDUSTRIES LLC	0040452-IN	Misc Equip Maint & Repair - Materials	242.52	0.00	242.52	<b>\$561.13</b>
			0040464-IN	Miscellaneous Equipment	318.61	0.00	318.61	
xxx301418	4/3/18	WELDERS HEAVEN	WH-032122018	Miscellaneous Equipment Parts & Supplies	710.78	0.00	710.78	<b>\$710.78</b>
xxx301419	4/3/18	WEST COAST RUBBER & RECYCLING INC	18-672	Auto Maint & Repair - Labor	160.00	0.00	160.00	<b>\$168.00</b>
			18-672	Auto Maint & Repair - Materials	8.00	0.00	8.00	
xxx301420	4/3/18	WEST LITE SUPPLY CO INC	6999H-2	Electrical Parts & Supplies	191.49	0.00	191.49	<b>\$191.49</b>
xxx301421	4/3/18	WEST VALLEY STAFFING GROUP	224153	Professional Services	1,710.54	0.00	1,710.54	<b>\$4,309.17</b>
			224603	Professional Services	1,184.22	0.00	1,184.22	
			225067	Professional Services	1,414.41	0.00	1,414.41	

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xxx301422	4/3/18	WESTERN STATES TOOL & SUPPLY CORP	122622	Inventory Purchase	996.70	0.00	996.70	<b>\$996.70</b>
xxx301423	4/3/18	WINSUPPLY OF SILICON VALLEY	686114 00	Hand Tools	371.27	0.00	371.27	<b>\$2,603.01</b>
			686236 00	Materials - Land Improve	448.48	0.00	448.48	
			686236 01	Bldg Maint Matls & Supplies	1,445.40	0.00	1,445.40	
			686236 02	Bldg Maint Matls & Supplies	304.95	0.00	304.95	
			686462 00	Materials - Land Improve	32.91	0.00	32.91	
xxx301424	4/3/18	WITMER TYSON IMPORTS INC	T12397	Canine Program Expenditures	671.80	0.00	671.80	<b>\$15,426.97</b>
			T12463	Canine Program Expenditures	1,645.17	0.00	1,645.17	
			T12483	Canine Program Expenditures	13,110.00	0.00	13,110.00	
xxx301425	4/3/18	YORKE ENGINEERING LLC	15668	Professional Services	174.00	0.00	174.00	<b>\$174.00</b>
xxx301426	4/3/18	DEPARTMENT OF HOUSING & COMMUNITY DEV	DECAL#LAK9723	Financial Services	81.00	0.00	81.00	<b>\$81.00</b>
xxx301427	4/3/18	DEPT OF FORESTRY & FIRE PROTECTION	149572	Training and Conferences	308.00	0.00	308.00	<b>\$308.00</b>
xxx301428	4/3/18	LC ACTION POLICE SUPPLY	378263	Clothing, Uniforms & Access	31.92	0.00	31.92	<b>\$12,513.58</b>
			378265	Clothing, Uniforms & Access	21.80	0.00	21.80	
			378266	Clothing, Uniforms & Access	30.27	0.00	30.27	
			378267	Clothing, Uniforms & Access	41.26	0.00	41.26	
			378268	Clothing, Uniforms & Access	31.03	0.00	31.03	
			378269	Clothing, Uniforms & Access	29.98	0.00	29.98	
			378270	Clothing, Uniforms & Access	50.82	0.00	50.82	
			378271	Clothing, Uniforms & Access	21.80	0.00	21.80	
			378272	Clothing, Uniforms & Access	9.23	0.00	9.23	
			378273	Clothing, Uniforms & Access	456.02	0.00	456.02	
			378274	Clothing, Uniforms & Access	188.62	0.00	188.62	
			378394	Ballistic Equipment - Body Armor/Vests	790.25	0.00	790.25	
			378400	Clothing, Uniforms & Access	23.87	0.00	23.87	
			378401	Clothing, Uniforms & Access	107.91	0.00	107.91	
			378494	Clothing, Uniforms & Access	433.82	0.00	433.82	
			378539	Ballistic Equipment - Body Armor/Vests	790.25	0.00	790.25	
			378540	Clothing, Uniforms & Access	790.25	0.00	790.25	
			378662	Clothing, Uniforms & Access	306.62	0.00	306.62	

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			378665	Clothing, Uniforms & Access	324.98	0.00	324.98	
			378666	Clothing, Uniforms & Access	324.98	0.00	324.98	
			378667	Clothing, Uniforms & Access	66.90	0.00	66.90	
			378668	Clothing, Uniforms & Access	84.22	0.00	84.22	
			378669	Clothing, Uniforms & Access	29.02	0.00	29.02	
			378676	Clothing, Uniforms & Access	11.98	0.00	11.98	
			378677	Clothing, Uniforms & Access	23.97	0.00	23.97	
			378678	Clothing, Uniforms & Access	34.96	0.00	34.96	
			378690	Ballistic Equipment - Body Armor/Vests	790.25	0.00	790.25	
			378691	Clothing, Uniforms & Access	790.25	0.00	790.25	
			378695	Ballistic Equipment - Body Armor/Vests	790.25	0.00	790.25	
			378696	Clothing, Uniforms & Access	790.25	0.00	790.25	
			378832	Clothing, Uniforms & Access	42.62	0.00	42.62	
			378834	Clothing, Uniforms & Access	360.74	0.00	360.74	
			378835	Clothing, Uniforms & Access	25.02	0.00	25.02	
			378837	Clothing, Uniforms & Access	123.77	0.00	123.77	
			378838	Clothing, Uniforms & Access	25.02	0.00	25.02	
			378839	Clothing, Uniforms & Access	51.74	0.00	51.74	
			378840	Clothing, Uniforms & Access	51.74	0.00	51.74	
			378841	Clothing, Uniforms & Access	41.26	0.00	41.26	
			378842	Clothing, Uniforms & Access	51.74	0.00	51.74	
			378843	Clothing, Uniforms & Access	41.26	0.00	41.26	
			378845	Clothing, Uniforms & Access	55.58	0.00	55.58	
			378846	Clothing, Uniforms & Access	164.79	0.00	164.79	
			378847	Clothing, Uniforms & Access	141.65	0.00	141.65	
			378848	Clothing, Uniforms & Access	87.31	0.00	87.31	
			378849	Clothing, Uniforms & Access	50.03	0.00	50.03	
			378850	Clothing, Uniforms & Access	54.88	0.00	54.88	
			378883	Clothing, Uniforms & Access	38.10	0.00	38.10	
			378885	Clothing, Uniforms & Access	139.47	0.00	139.47	
			379013	Clothing, Uniforms & Access	327.00	0.00	327.00	

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			379014	Clothing, Uniforms & Access	433.82	0.00	433.82	
			379015	Clothing, Uniforms & Access	433.82	0.00	433.82	
			379016	Clothing, Uniforms & Access	433.82	0.00	433.82	
			379017	Clothing, Uniforms & Access	213.64	0.00	213.64	
			379018	Clothing, Uniforms & Access	106.82	0.00	106.82	
			379086	Clothing, Uniforms & Access	106.82	0.00	106.82	
			379089	Clothing, Uniforms & Access	38.10	0.00	38.10	
			379091	Clothing, Uniforms & Access	106.82	0.00	106.82	
			379189	Clothing, Uniforms & Access	87.20	0.00	87.20	
			379191	Clothing, Uniforms & Access	52.77	0.00	52.77	
			379193	Clothing, Uniforms & Access	36.47	0.00	36.47	
			379195	Clothing, Uniforms & Access	70.11	0.00	70.11	
			379372	Clothing, Uniforms & Access	87.13	0.00	87.13	
			379449	Clothing, Uniforms & Access	159.36	0.00	159.36	
			379450	Clothing, Uniforms & Access	22.96	0.00	22.96	
			379451	Clothing, Uniforms & Access	32.47	0.00	32.47	
xxx301434	4/3/18	NANCY BOLGARD STEWARD	SEPTEMBER 2017	Insurances - Retiree Medical - Retiree Reimbursement	1,068.91	0.00	1,068.91	<b>\$1,068.91</b>
xxx301435	4/3/18	RICK CROWDER	APRIL/07/2018	Special Events	1,500.00	0.00	1,500.00	<b>\$1,500.00</b>
xxx301436	4/3/18	ROSIE CANDELARIA	APRIL 2014	Insurances - Retiree Medical - Retiree Reimbursement	55.22	0.00	55.22	<b>\$55.22</b>
xxx301437	4/3/18	SOUTH BAY REGIONAL PUBLIC SAFETY	218553	Training and Conferences	185.00	0.00	185.00	<b>\$185.00</b>
xxx301438	4/3/18	SOUTH BAY REGIONAL PUBLIC SAFETY	218558	Training and Conferences	290.00	0.00	290.00	<b>\$290.00</b>
xxx301439	4/3/18	SOUTH BAY REGIONAL PUBLIC SAFETY	218559	Training and Conferences	790.00	0.00	790.00	<b>\$790.00</b>
xxx301440	4/3/18	SUMMIT UNIFORMS	47752	Clothing, Uniforms & Access	30.00	0.00	30.00	<b>\$17,619.46</b>
			47830	Clothing, Uniforms & Access	97.23	0.00	97.23	
			47844	Clothing, Uniforms & Access	585.58	0.00	585.58	
			47845	Clothing, Uniforms & Access	26.22	0.00	26.22	
			47879	Clothing, Uniforms & Access	172.78	0.00	172.78	
			47888	Clothing, Uniforms & Access	119.08	0.00	119.08	
			47899	Clothing, Uniforms & Access	151.86	0.00	151.86	
			47900	Clothing, Uniforms & Access	6.56	0.00	6.56	

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			47901	Clothing, Uniforms & Access	28.41	0.00	28.41	
			47930	Clothing, Uniforms & Access	70.59	0.00	70.59	
			47931	Clothing, Uniforms & Access	554.99	0.00	554.99	
			47932	Clothing, Uniforms & Access	329.94	0.00	329.94	
			47933	Clothing, Uniforms & Access	266.57	0.00	266.57	
			47934	Clothing, Uniforms & Access	26.22	0.00	26.22	
			47935	Clothing, Uniforms & Access	34.96	0.00	34.96	
			47936	Clothing, Uniforms & Access	85.22	0.00	85.22	
			47937	Clothing, Uniforms & Access	26.22	0.00	26.22	
			47938	Clothing, Uniforms & Access	26.22	0.00	26.22	
			47939	Clothing, Uniforms & Access	21.85	0.00	21.85	
			47940	Clothing, Uniforms & Access	86.31	0.00	86.31	
			47942	Clothing, Uniforms & Access	172.62	0.00	172.62	
			47943	Clothing, Uniforms & Access	172.62	0.00	172.62	
			47951	Clothing, Uniforms & Access	137.66	0.00	137.66	
			47952	Clothing, Uniforms & Access	137.66	0.00	137.66	
			47963	Clothing, Uniforms & Access	64.46	0.00	64.46	
			47966	Clothing, Uniforms & Access	120.18	0.00	120.18	
			47967	Clothing, Uniforms & Access	108.16	0.00	108.16	
			47968	Clothing, Uniforms & Access	238.17	0.00	238.17	
			47969	Clothing, Uniforms & Access	119.08	0.00	119.08	
			47970	Clothing, Uniforms & Access	108.16	0.00	108.16	
			47971	Clothing, Uniforms & Access	20.00	0.00	20.00	
			47972	Clothing, Uniforms & Access	171.52	0.00	171.52	
			47973	Clothing, Uniforms & Access	465.41	0.00	465.41	
			47981	Clothing, Uniforms & Access	204.30	0.00	204.30	
			48068	Clothing, Uniforms & Access	150.77	0.00	150.77	
			48069	Clothing, Uniforms & Access	12.02	0.00	12.02	
			48070	Clothing, Uniforms & Access	84.12	0.00	84.12	
			48155	Clothing, Uniforms & Access	128.92	0.00	128.92	
			48157	Clothing, Uniforms & Access	128.92	0.00	128.92	

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			48193	Clothing, Uniforms & Access	216.32	0.00	216.32	
			48194	Clothing, Uniforms & Access	64.46	0.00	64.46	
			48198	Clothing, Uniforms & Access	316.83	0.00	316.83	
			48199	Clothing, Uniforms & Access	91.77	0.00	91.77	
			48200	Clothing, Uniforms & Access	216.32	0.00	216.32	
			48201	Clothing, Uniforms & Access	795.34	0.00	795.34	
			48202	Clothing, Uniforms & Access	674.07	0.00	674.07	
			48203	Clothing, Uniforms & Access	387.84	0.00	387.84	
			48204	Clothing, Uniforms & Access	108.16	0.00	108.16	
			48205	Clothing, Uniforms & Access	272.03	0.00	272.03	
			48206	Clothing, Uniforms & Access	272.03	0.00	272.03	
			48207	Clothing, Uniforms & Access	272.03	0.00	272.03	
			48208	Clothing, Uniforms & Access	216.32	0.00	216.32	
			48209	Clothing, Uniforms & Access	108.16	0.00	108.16	
			48210	Clothing, Uniforms & Access	108.16	0.00	108.16	
			48211	Clothing, Uniforms & Access	119.08	0.00	119.08	
			48212	Clothing, Uniforms & Access	481.79	0.00	481.79	
			48213	Clothing, Uniforms & Access	151.86	0.00	151.86	
			48214	Clothing, Uniforms & Access	119.08	0.00	119.08	
			48215	Clothing, Uniforms & Access	24.04	0.00	24.04	
			48216	Clothing, Uniforms & Access	24.04	0.00	24.04	
			48217	Clothing, Uniforms & Access	216.32	0.00	216.32	
			48218	Clothing, Uniforms & Access	212.40	0.00	212.40	
			48220	Clothing, Uniforms & Access	16.39	0.00	16.39	
			48221	Clothing, Uniforms & Access	108.16	0.00	108.16	
			48272	Clothing, Uniforms & Access	135.47	0.00	135.47	
			48273	Clothing, Uniforms & Access	231.61	0.00	231.61	
			48277	Clothing, Uniforms & Access	489.44	0.00	489.44	
			48278	Clothing, Uniforms & Access	489.44	0.00	489.44	
			48279	Clothing, Uniforms & Access	108.16	0.00	108.16	
			48280	Clothing, Uniforms & Access	108.16	0.00	108.16	

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			48281	Clothing, Uniforms & Access	130.01	0.00	130.01	
			48282	Clothing, Uniforms & Access	489.44	0.00	489.44	
			48283	Clothing, Uniforms & Access	390.02	0.00	390.02	
			48284	Clothing, Uniforms & Access	238.17	0.00	238.17	
			48285	Clothing, Uniforms & Access	122.36	0.00	122.36	
			48288	Clothing, Uniforms & Access	489.44	0.00	489.44	
			48294	Clothing, Uniforms & Access	489.44	0.00	489.44	
			48296	Clothing, Uniforms & Access	681.72	0.00	681.72	
			48307	Clothing, Uniforms & Access	440.28	0.00	440.28	
			48314	Clothing, Uniforms & Access	489.44	0.00	489.44	
			48315	Clothing, Uniforms & Access	443.56	0.00	443.56	
			48355	Clothing, Uniforms & Access	199.93	0.00	199.93	
			48403	Clothing, Uniforms & Access	86.31	0.00	86.31	
			48454	Clothing, Uniforms & Access	13.74	0.00	13.74	
			48456	Clothing, Uniforms & Access	268.76	0.00	268.76	
xxx301448	4/3/18	1 ACCEPTANCE TEST INC	BL070758 18-19	Business License Tax	76.14	0.00	76.14	<b>\$76.14</b>
xxx301449	4/3/18	ARUNA BATRA	152783-12850	Refund Utility Account Credit	193.67	0.00	193.67	<b>\$193.67</b>
xxx301450	4/3/18	BLUES ROOFING CO	017348	Business License Tax	252.48	0.00	252.48	<b>\$252.48</b>
xxx301451	4/3/18	DIANE FERRIS	118897-23976RE	Refund Utility Account Credit	144.10	0.00	144.10	<b>\$144.10</b>
xxx301452	4/3/18	EILEEN VARNER	381685	Refund Recreation Fees	123.00	0.00	123.00	<b>\$123.00</b>
xxx301453	4/3/18	FREMONT HIGH ATHLETIC BOOSTERS	382169	Refund Recreation Fees	1,000.00	0.00	1,000.00	<b>\$1,000.00</b>
xxx301454	4/3/18	GERBOTH FIRE EXTINGUISHER CO	067690	Business License Tax	154.35	0.00	154.35	<b>\$154.35</b>
xxx301455	4/3/18	JONATHAN LEFAVE	167037-12516	Refund Utility Account Credit	230.63	0.00	230.63	<b>\$230.63</b>
xxx301456	4/3/18	KELLY & DAVID MARCIN	168553-34348	Refund Utility Account Credit	90.20	0.00	90.20	<b>\$90.20</b>
xxx301457	4/3/18	ONE-RED LLC	BL061719 18-19	Business License Tax	35.26	0.00	35.26	<b>\$35.26</b>
xxx301458	4/5/18	AT&T	000011133313	Utilities - Telephone	3,167.22	0.00	3,167.22	<b>\$3,167.22</b>
xxx301459	4/5/18	AD CLUB	285961	Advertising Services	175.00	0.00	175.00	<b>\$175.00</b>
xxx301460	4/5/18	ADMANOR INC	1657	Advertising Services	95.00	0.00	95.00	<b>\$475.00</b>
			1729	Advertising Services	380.00	0.00	380.00	
xxx301461	4/5/18	ALL CITY MANAGEMENT SERVICES INC	53428	Contracts/Service Agreements	15,879.29	0.00	15,879.29	<b>\$15,879.29</b>
xxx301462	4/5/18	APPLEONE EMPLOYMENT SERVICES	01-4812382	General Supplies	1,268.03	0.00	1,268.03	<b>\$8,687.82</b>



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			01-4812382	Contracts/Service Agreements	7,300.18	0.00	7,300.18	
			01-4812382	Travel Expenses - Mileage	96.61	0.00	96.61	
			01-4812382	Travel Expenses - Other	23.00	0.00	23.00	
xxx301464	4/5/18	BSK ASSOCIATES	A807929	Water Lab Services	750.00	0.00	750.00	<b>\$1,000.00</b>
			A807930	Water Lab Services	250.00	0.00	250.00	
xxx301465	4/5/18	BADGER METER INC	1223656	Inventory Purchase	2,587.40	0.00	2,587.40	<b>\$2,587.40</b>
xxx301466	4/5/18	BAKER & TAYLOR	4012174902	Library Acquisitions, Books	117.52	0.00	117.52	<b>\$122.61</b>
			4012174902	Library Materials Preprocessing	5.09	0.00	5.09	
xxx301467	4/5/18	BAY-VALLEY PEST CONTROL INC	0236914	Services Maintain Land Improv	58.00	0.00	58.00	<b>\$464.00</b>
			0237482	Facilities Maintenance & Repair Labor	64.00	0.00	64.00	
			0237497	Facilities Maintenance & Repair Labor	65.00	0.00	65.00	
			0237498	Facilities Maintenance & Repair Labor	65.00	0.00	65.00	
			0237503	Facilities Maintenance & Repair Labor	86.00	0.00	86.00	
			0237528	Services Maintain Land Improv	58.00	0.00	58.00	
			0237538	Services Maintain Land Improv	68.00	0.00	68.00	
xxx301468	4/5/18	BOUND TREE MEDICAL LLC	82810175	Supplies, First Aid	3,938.72	0.00	3,938.72	<b>\$3,938.72</b>
xxx301469	4/5/18	BRIDGESTONE GOLF INC	1002709324	Inventory Purchase	1,082.04	62.76	1,019.28	<b>\$1,251.68</b>
			1002709325	Inventory Purchase	232.40	0.00	232.40	
xxx301470	4/5/18	BRUCE BARTON PUMP SERVICE INC	0095899-IN	Bldg Maint Matls & Supplies	706.04	0.00	706.04	<b>\$706.04</b>
xxx301471	4/5/18	CPS HR CONSULTING	SOP45778	Personnel Testing Services	96.00	0.00	96.00	<b>\$846.20</b>
			SOP46244	Personnel Testing Services	750.20	0.00	750.20	
xxx301472	4/5/18	CALLAWAY GOLF CO	928802857	Inventory Purchase	295.80	0.00	295.80	<b>\$2,276.18</b>
			928812567	Inventory Purchase	436.20	0.00	436.20	
			928832814	Inventory Purchase	13.41	0.00	13.41	
			928849083	Inventory Purchase	15.09	0.00	15.09	
			928853320	Inventory Purchase	1,205.81	0.00	1,205.81	
			928865149	Inventory Purchase	295.80	0.00	295.80	
			928870099	Inventory Purchase	14.07	0.00	14.07	
xxx301473	4/5/18	CARBONIC SERVICE INC	140214	Equipment Rental/Lease	233.52	0.00	233.52	<b>\$233.52</b>
xxx301474	4/5/18	CENTRAL COMPUTER	4343563	Electrical Parts & Supplies	54.39	0.00	54.39	<b>\$54.39</b>
xxx301475	4/5/18	CENTURY GRAPHICS	48338	Clothing, Uniforms & Access	1,301.46	0.00	1,301.46	<b>\$1,301.46</b>

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xxx301476	4/5/18	CITY OF SANTA CLARA	84764	Real Property Rental/Lease	1,600.00	0.00	1,600.00	<b>\$1,600.00</b>
xxx301477	4/5/18	CORIX WATER PRODUCTS US INC	1771503996	Inventory Purchase	-4,250.34	0.00	-4,250.34	<b>\$7,006.97</b>
			17813007335	Construction Services	272.16	0.00	272.16	
			17813007791	Inventory Purchase	3,927.26	36.03	3,891.23	
			17813007933	Inventory Purchase	6,766.34	62.08	6,704.26	
			17813008066	Inventory Purchase	393.27	3.61	389.66	
xxx301478	4/5/18	CRITCHFIELD MECHANICAL INC	1659	Facilities Maintenance & Repair Labor	3,800.00	0.00	3,800.00	<b>\$3,800.00</b>
xxx301479	4/5/18	CROP PRODUCTION SERVICES INC	35075640	Materials - Land Improve	468.91	0.00	468.91	<b>\$468.91</b>
xxx301480	4/5/18	D & M TRAFFIC SERVICES INC	57018	Inventory Purchase	929.06	0.00	929.06	<b>\$929.06</b>
xxx301481	4/5/18	DAVID J POWERS & ASSOC INC	22156	Developer Passthroughs-Downtown Projects	2,067.50	0.00	2,067.50	<b>\$2,067.50</b>
xxx301482	4/5/18	DEBRA CHROMCZAK	55	Professional Services	427.50	0.00	427.50	<b>\$427.50</b>
xxx301483	4/5/18	DOOLEY ENTERPRISES INC	54956	Ammunition	1,089.59	0.00	1,089.59	<b>\$1,089.59</b>
xxx301484	4/5/18	EOA INC	SU58-0118	Consultants	15,414.60	0.00	15,414.60	<b>\$52,702.54</b>
			SU58-0717	Consultants	17,752.25	0.00	17,752.25	
			SU58-1017	Consultants	19,535.69	0.00	19,535.69	
xxx301485	4/5/18	ENNIS PAINT INC	343710	Materials - Land Improve	7,071.39	0.00	7,071.39	<b>\$7,071.39</b>
xxx301486	4/5/18	EQUIFAX INFORMATION SERVICES LLC	4455965	General Supplies	58.62	0.00	58.62	<b>\$247.22</b>
			4503325	General Supplies	46.42	0.00	46.42	
			4549923	General Supplies	25.42	0.00	25.42	
			4596285	General Supplies	40.49	0.00	40.49	
			4642227	General Supplies	25.84	0.00	25.84	
			4687559	General Supplies	25.43	0.00	25.43	
			4732814	General Supplies	25.00	0.00	25.00	
xxx301487	4/5/18	ESBRO	47957	Chemicals	1,946.30	0.00	1,946.30	<b>\$1,946.30</b>
xxx301488	4/5/18	FISHER SCIENTIFIC CO LLC	7188485	General Supplies	63.95	0.00	63.95	<b>\$232.30</b>
			7472879	General Supplies	127.90	0.00	127.90	
			7547498	General Supplies	40.45	0.00	40.45	
xxx301489	4/5/18	FOSTER BROS SECURITY SYSTEMS INC	297609	Bldg Maint Matls & Supplies	529.30	0.00	529.30	<b>\$529.30</b>
xxx301490	4/5/18	GALE/CENGAGE LEARNING	63383160	Library Acquisitions, Books	28.77	0.00	28.77	<b>\$28.77</b>
xxx301491	4/5/18	GARDENLAND POWER EQUIPMENT	543117	Misc Equip Maint & Repair - Materials	59.54	0.00	59.54	<b>\$346.76</b>

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xxx301492	4/5/18	GRAINGER	546234	Misc Equip Maint & Repair - Materials	245.16	0.00	245.16	
			550871	Misc Equip Maint & Repair - Materials	42.06	0.00	42.06	
			9705134642	General Supplies	478.51	0.00	478.51	<b>\$659.61</b>
			9705505122	General Supplies	181.10	0.00	181.10	
xxx301493	4/5/18	H K AVERY CONSTRUCTION	3/12/2018	Facilities Maint & Repair - Labor	400.00	0.00	400.00	<b>\$425.00</b>
xxx301494	4/5/18	HACH CO INC	3/12/2018	Facilities Maint & Repair - Materials	25.00	0.00	25.00	
			10876000	General Supplies	92.46	0.00	92.46	<b>\$204.58</b>
			10876623	General Supplies	59.42	0.00	59.42	
			10878045	General Supplies	52.70	0.00	52.70	
xxx301495	4/5/18	HDL SOFTWARE LLC	0011915-IN	Computer Software	840.00	0.00	840.00	<b>\$840.00</b>
xxx301496	4/5/18	ICE MACHINE RENTALS	39441	Miscellaneous Services	150.08	0.00	150.08	<b>\$450.24</b>
xxx301497	4/5/18	INDEPENDENT ELECTRIC SUPPLY INC	41734	Miscellaneous Services	150.08	0.00	150.08	
			42306	Miscellaneous Services	150.08	0.00	150.08	
			S103639273.001	Bldg Maint Matls & Supplies	631.30	0.00	631.30	<b>\$631.30</b>
			33860825	Library Acquisitions, Books	-24.48	0.00	-24.48	<b>\$38,429.94</b>
xxx301498	4/5/18	INGRAM LIBRARY SERVICES INC	33925098	Library Acquisitions, Books	154.43	0.00	154.43	
xxx301500	4/5/18	IRVINE & JACHENS INC	33925098	Library Materials Preprocessing	8.80	0.00	8.80	
			33925102	Library Acquisitions, Books	1,167.76	0.00	1,167.76	
			33925102	Library Materials Preprocessing	1,054.71	0.00	1,054.71	
			33925103	Library Acquisitions, Books	4,588.70	0.00	4,588.70	
			33925103	Library Materials Preprocessing	1,667.00	0.00	1,667.00	
			33925104	Library Acquisitions, Books	133.10	0.00	133.10	
			33925105	Library Acquisitions, Books	5,903.69	0.00	5,903.69	
			33925105	Library Materials Preprocessing	330.21	0.00	330.21	
			33925106	Library Acquisitions, Books	5,429.59	0.00	5,429.59	
			33925106	Library Materials Preprocessing	377.84	0.00	377.84	
			33925107	Library Acquisitions, Books	8,489.10	0.00	8,489.10	
			33925107	Library Materials Preprocessing	1,503.04	0.00	1,503.04	
			33925108	Library Acquisitions, Books	6,535.87	0.00	6,535.87	
			33925108	Library Materials Preprocessing	1,110.58	0.00	1,110.58	
			2094	Miscellaneous Services	46.00	0.00	46.00	<b>\$7,056.65</b>

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xxx301501	4/5/18	JOHNSON ROBERTS & ASSOC INC	2125	Miscellaneous Services	262.30	0.00	262.30	
			2126	Miscellaneous Services	1,192.65	0.00	1,192.65	
			2258	Miscellaneous Services	2,595.86	0.00	2,595.86	
			2259	Miscellaneous Services	2,959.84	0.00	2,959.84	
			135076	Investigation Expense	169.00	0.00	169.00	
			135148	Investigation Expense	39.00	0.00	39.00	
			135179	Investigation Expense	13.00	0.00	13.00	
			153100	Investigation Expense	13.00	0.00	13.00	
xxx301502	4/5/18	KELLER SUPPLY COMPANY	S011495519.001	Chemicals	409.65	0.00	409.65	<b>\$629.29</b>
			S011715717.001	Bldg Maint Matls & Supplies	219.64	0.00	219.64	
xxx301503	4/5/18	KOHLWEISS AUTO PARTS INC	01PL8675	Parts, Vehicles & Motor Equip	8.44	0.00	8.44	<b>\$2,069.79</b>
			01PL8985	Parts, Vehicles & Motor Equip	17.99	0.00	17.99	
			01PN0217	Parts, Vehicles & Motor Equip	119.52	0.00	119.52	
			01PN2887	Parts, Vehicles & Motor Equip	157.93	0.00	157.93	
			01PN3215	Parts, Vehicles & Motor Equip	16.90	0.00	16.90	
			01PN3221	Parts, Vehicles & Motor Equip	21.14	0.00	21.14	
			01PN4347	Parts, Vehicles & Motor Equip	12.49	0.00	12.49	
			01PN4395	Parts, Vehicles & Motor Equip	45.38	0.00	45.38	
			01PN7581	Parts, Vehicles & Motor Equip	35.65	0.00	35.65	
			01PN7923	Parts, Vehicles & Motor Equip	96.37	0.00	96.37	
			01PO0088	Parts, Vehicles & Motor Equip	9.30	0.00	9.30	
			01PO0128	Parts, Vehicles & Motor Equip	140.11	0.00	140.11	
			01PO1631	Parts, Vehicles & Motor Equip	52.55	0.00	52.55	
			01PO1899	Parts, Vehicles & Motor Equip	65.93	0.00	65.93	
			01PO2118	Parts, Vehicles & Motor Equip	49.21	0.00	49.21	
			01PO2557	Parts, Vehicles & Motor Equip	36.58	0.00	36.58	
			01PO2564	Parts, Vehicles & Motor Equip	56.88	0.00	56.88	
			01PO2569	Parts, Vehicles & Motor Equip	54.69	0.00	54.69	
			01PO2787	Parts, Vehicles & Motor Equip	75.43	0.00	75.43	
			01PO2917	Parts, Vehicles & Motor Equip	16.95	0.00	16.95	
			01PO3194	Parts, Vehicles & Motor Equip	16.99	0.00	16.99	

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			01PO3333	Parts, Vehicles & Motor Equip	110.56	0.00	110.56	
			01PO3359	Parts, Vehicles & Motor Equip	25.24	0.00	25.24	
			01PO3360	Parts, Vehicles & Motor Equip	25.24	0.00	25.24	
			01PO3507	Parts, Vehicles & Motor Equip	34.82	0.00	34.82	
			01PO3574	Parts, Vehicles & Motor Equip	45.38	0.00	45.38	
			01PO4195	Parts, Vehicles & Motor Equip	5.25	0.00	5.25	
			01PO4198	Parts, Vehicles & Motor Equip	50.58	0.00	50.58	
			01PO4260	Parts, Vehicles & Motor Equip	31.49	0.00	31.49	
			01PO4272	Parts, Vehicles & Motor Equip	28.67	0.00	28.67	
			01PO4519	Parts, Vehicles & Motor Equip	59.48	0.00	59.48	
			01PO5277	Parts, Vehicles & Motor Equip	82.67	0.00	82.67	
			01PO5303	Parts, Vehicles & Motor Equip	31.02	0.00	31.02	
			01PO9222	Parts, Vehicles & Motor Equip	247.29	0.00	247.29	
			01PP0180	Parts, Vehicles & Motor Equip	77.48	0.00	77.48	
			01PP0317	Parts, Vehicles & Motor Equip	10.92	0.00	10.92	
			01PP1066	Parts, Vehicles & Motor Equip	49.88	0.00	49.88	
			01PP1092	Parts, Vehicles & Motor Equip	17.28	0.00	17.28	
			01PP1177	Parts, Vehicles & Motor Equip	30.11	0.00	30.11	
xxx301507	4/5/18	LAWSON PRODUCTS INC	9305680320	Miscellaneous Equipment Parts & Supplies	234.10	0.00	234.10	<b>\$234.10</b>
xxx301508	4/5/18	LESLIES POOL SUPPLIES INC	3025-002-1699	Chemicals	270.25	0.00	270.25	<b>\$270.25</b>
xxx301509	4/5/18	MCCAIN TRAFFIC SUPPLY	INV0228315	Electrical Parts & Supplies	2,255.52	0.00	2,255.52	<b>\$6,591.97</b>
			INV0228315	General Supplies	4,336.45	0.00	4,336.45	
xxx301510	4/5/18	MCMASTER CARR SUPPLY CO	59853494	Miscellaneous Equipment Parts & Supplies	660.34	0.00	660.34	<b>\$820.00</b>
			59995297	Miscellaneous Equipment Parts & Supplies	159.66	0.00	159.66	
xxx301511	4/5/18	MIDWEST TAPE	95715428	Library Materials Preprocessing	187.05	0.00	187.05	<b>\$413.25</b>
			95798272	Library Materials Preprocessing	120.35	0.00	120.35	
			95879204	Library Materials Preprocessing	105.85	0.00	105.85	
xxx301512	4/5/18	MOUNTAIN VIEW GARDEN CENTER	93515	Materials - Land Improve	69.49	0.00	69.49	<b>\$69.49</b>
xxx301513	4/5/18	MUNICIPAL RESOURCE GROUP LLC	03-18-82	Consultants	34,851.15	0.00	34,851.15	<b>\$34,851.15</b>
xxx301514	4/5/18	OVERDRIVE INC	910CO18053229	Library Periodicals/Databases	348.54	0.00	348.54	<b>\$4,221.54</b>
			910CO18053232	Library Periodicals/Databases	299.94	0.00	299.94	

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			910CO18053255	Library Periodicals/Databases	3,408.14	0.00	3,408.14	
			910DA18054329	Library Periodicals/Databases	164.92	0.00	164.92	
xxx301515	4/5/18	PACIFIC COAST TRANE CONTROLS	C21431	Facilities Maintenance & Repair Labor	2,483.00	0.00	2,483.00	<b>\$2,483.00</b>
xxx301516	4/5/18	PRO-SWEEP INC	246907	Services Maintain Land Improv	832.00	0.00	832.00	<b>\$1,352.00</b>
			246908	Services Maintain Land Improv	520.00	0.00	520.00	
xxx301517	4/5/18	R & R REFRIGERATION & AIR CONDITIONING	64019	Facilities Maintenance & Repair Labor	338.50	0.00	338.50	<b>\$338.50</b>
xxx301518	4/5/18	RAMACHANDRA-RAM KUNDA	CK REQ 18-181	DED Services/Training - Books	150.00	0.00	150.00	<b>\$150.00</b>
xxx301519	4/5/18	RANDALL J BLACK	777-2018	Misc Equip Maint & Repair - Labor	250.00	0.00	250.00	<b>\$250.00</b>
xxx301520	4/5/18	REDWOOD ENGINEERING CONSTRUCTION	ORCHHRTGPR K#03	Construction Services	70,062.50	0.00	70,062.50	<b>\$70,062.50</b>
xxx301521	4/5/18	REFRIGERATION SUPPLIES DISTRIBUTOR	38387182-00	Bldg Maint Matls & Supplies	374.53	0.00	374.53	<b>\$374.53</b>
xxx301522	4/5/18	ROSS RECREATION EQUIPMENT CO INC	I12361	General Supplies	1,614.80	0.00	1,614.80	<b>\$1,614.80</b>
xxx301523	4/5/18	S & L FENCE CO	03778	Facilities Maintenance & Repair Labor	475.00	0.00	475.00	<b>\$475.00</b>
xxx301524	4/5/18	SC FUELS	3530585	Inventory Purchase	23,401.42	0.00	23,401.42	<b>\$23,401.42</b>
xxx301525	4/5/18	SCP DISTRIBUTORS LLC	36916126	Chemicals	1,448.01	0.00	1,448.01	<b>\$1,448.01</b>
xxx301526	4/5/18	SAFEWAY INC	422705-032718	Food Products	42.05	0.00	42.05	<b>\$95.02</b>
			722224-032618	General Supplies	37.97	0.00	37.97	
			804946-032518	Food Products	15.00	0.00	15.00	
xxx301527	4/5/18	STATCOMM INC	127197	Facilities Maint & Repair - Labor	198.75	0.00	198.75	<b>\$201.67</b>
			127197	Facilities Maint & Repair - Materials	2.92	0.00	2.92	
xxx301528	4/5/18	STEVE MASON CONCRETE CONSTRUCTION INC	3337	Construction Services	4,700.00	0.00	4,700.00	<b>\$4,700.00</b>
xxx301529	4/5/18	STEVEN C DOLEZAL PHD	FEBUARY2018	Professional Services	1,350.00	0.00	1,350.00	<b>\$3,150.00</b>
			JANUARY2018	Professional Services	1,800.00	0.00	1,800.00	
xxx301530	4/5/18	STUDIO EM GRAPHIC DESIGN	17032	Advertising Services	490.50	0.00	490.50	<b>\$490.50</b>
xxx301531	4/5/18	SUBURBAN PROPANE	2289665	Fuel, Oil & Lubricants	53.94	0.00	53.94	<b>\$53.94</b>
xxx301532	4/5/18	SUNNYVALE BUILDING MAINTENANCE	100092	Professional Services	10,354.83	0.00	10,354.83	<b>\$12,833.91</b>
			100184	Professional Services	1,414.00	0.00	1,414.00	
			100185	Professional Services	708.24	0.00	708.24	
			100186	Professional Services	356.84	0.00	356.84	
xxx301533	4/5/18	TAYLORMADE GOLF CO	33040974	Inventory Purchase	253.80	5.02	248.78	<b>\$1,552.12</b>

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			33044124	Inventory Purchase	960.00	17.28	942.72	
			33089939	Inventory Purchase	110.88	2.10	108.78	
			33095735	Inventory Purchase	256.92	5.08	251.84	
xxx301534	4/5/18	TURF & INDUSTRIAL EQUIPMENT CO	IV24326	Miscellaneous Equipment Parts & Supplies	11.45	0.00	11.45	<b>\$447.18</b>
			IV25176	Misc Equip Maint & Repair - Materials	435.73	0.00	435.73	
xxx301535	4/5/18	US PIPE FABRICATION	INV080678	Miscellaneous Equipment Parts & Supplies	283.05	0.00	283.05	<b>\$283.05</b>
xxx301536	4/5/18	USA BLUEBOOK	521739	Miscellaneous Equipment Parts & Supplies	207.34	0.00	207.34	<b>\$816.25</b>
			523289	General Supplies	132.27	0.00	132.27	
			524452	General Supplies	129.55	0.00	129.55	
			526845	General Supplies	347.09	0.00	347.09	
xxx301537	4/5/18	UNITED RENTALS	139838537-022	Equipment Rental/Lease	400.01	0.00	400.01	<b>\$400.01</b>
xxx301538	4/5/18	UNITED ROTARY BRUSH CORP	CI216328	Inventory Purchase	2,742.92	0.00	2,742.92	<b>\$2,742.92</b>
xxx301539	4/5/18	UNITED SITE SERVICES INC	114-6344724	Equipment Rental/Lease	137.74	0.00	137.74	<b>\$137.74</b>
xxx301540	4/5/18	UNIVAR USA INC	SJ870508	Chemicals	3,602.34	0.00	3,602.34	<b>\$3,602.34</b>
xxx301541	4/5/18	VALLEY OIL CO	917532	Inventory Purchase	13,494.22	0.00	13,494.22	<b>\$13,494.22</b>
xxx301542	4/5/18	WINSUPPLY OF SILICON VALLEY	685904 00	Materials - Land Improve	742.58	0.00	742.58	<b>\$1,458.49</b>
			686181 02	Miscellaneous Equipment Parts & Supplies	465.45	0.00	465.45	
			686516 00	Materials - Land Improve	250.46	0.00	250.46	
xxx301543	4/5/18	WAITER.COM INC	10326857277	Food Products	91.61	0.00	91.61	<b>\$253.27</b>
			10327867038	Food Products	84.94	0.00	84.94	
			10328867045	Food Products	76.72	0.00	76.72	
xxx301544	4/5/18	CNOA REGION 1	APR/16/2018	Training and Conferences	90.00	0.00	90.00	<b>\$90.00</b>
xxx301545	4/5/18	CNOA REGION 1	JUNE/20/2018	Training and Conferences	90.00	0.00	90.00	<b>\$90.00</b>
xxx301546	4/5/18	EMERGENCY MEDICAL SERVICES AUTHORITY	27680-1706	Training and Conferences	148.00	0.00	148.00	<b>\$669.00</b>
			27680-1707	Training and Conferences	335.00	0.00	335.00	
			27680-1708	Training and Conferences	186.00	0.00	186.00	
xxx301547	4/5/18	LC ACTION POLICE SUPPLY	378793	Ballistic Equipment - Body Armor/Vests	790.25	0.00	790.25	<b>\$1,553.47</b>
			379091A	Clothing, Uniforms & Access	-106.82	0.00	-106.82	
			379182	Ballistic Equipment - Body Armor/Vests	790.25	0.00	790.25	
			379188	Clothing, Uniforms & Access	34.96	0.00	34.96	
			379194	Clothing, Uniforms & Access	18.30	0.00	18.30	

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xxx301548	4/5/18	STATE WATER RESOURCES CONTROL BOARD	BIORDI OIT I	Membership Fees	125.00	0.00	125.00	<b>\$125.00</b>
xxx301549	4/5/18	MARTIS PLUMBING SERVICE	BL060694 18-19	Business License Tax	43.35	0.00	43.35	<b>\$43.35</b>
xxx301550	4/5/18	PEDIATRIC DENTISTRY	BL010572 16-17	Business License Tax	13.78	0.00	13.78	<b>\$13.78</b>
xxx301551	4/5/18	SEVENTH DAY ADVENTIST CHURCH	IN000082209	Permit - Fire Prevention - General	202.00	0.00	202.00	<b>\$202.00</b>
xxx002681	4/2/18	INTERNAL REVENUE SERVICE		Retirement Benefits - PARS	2.53	0.00	2.53	<b>\$276.62</b>
				Employer Taxes - Medicare - Total	274.09	0.00	274.09	
xxx906370	4/3/18	JPMORGAN CHASE BANK N.A.		Bond Interest	12,790.16	0.00	12,790.16	<b>\$12,790.16</b>
xxx906371	4/3/18	US BANK TRUST NA		Miscellaneous Payment	137,000.00	0.00	137,000.00	<b>\$137,000.00</b>
<b>Grand Total Payment Amount</b>								<b><u>\$2,793,298.28</u></b>





# City of Sunnyvale

## Agenda Item

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18-0208

Agenda Date: 4/24/2018

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### REPORT TO COUNCIL

#### SUBJECT

Approve Road Maintenance and Rehabilitation Proposed Projects List for the Road Repair and Accountability Act of 2017 - Local Streets and Roads Funding Program

#### BACKGROUND

On April 28, 2017, the Governor signed Senate Bill (SB) 1, which is known as the Road Repair and Accountability Act of 2017. To address basic road maintenance, rehabilitation and critical safety needs on both the state highway and local streets and road system, SB 1 increases fuel excise taxes, diesel fuel sale taxes, and vehicle registration fees as appended below:

- An additional 12 cents per gallon increase to the gasoline excise tax effective November 1, 2017.
- An additional 20 cents per gallon increase to the diesel fuel excise tax effective November 1, 2017.
- An additional vehicle registration tax called the "Transportation Improvement Fee" with rates based on the value of the motor vehicle effective January 1, 2018.
- An additional \$100 vehicle registration fee on zero emissions (ZEV) vehicles model year 2020 or later effective July 1, 2020.
- Annual rate increase to these taxes beginning on July 1, 2020 (July 1, 2021 for ZEV fee) and every July 1 thereafter equal to the change in California Consumer Price Index (CPI).

On November 1, 2017, a percentage of this new funding was apportioned to the cities and counties by the formula that is currently used for distribution of Highway User Tax Account (HUTA), which is based on the proportion of the population, number of registered vehicles, and number of miles of maintained roadways. The City received the first payment in January 2018.

#### EXISTING POLICY

##### **General Plan Chapter 3, Land Use and Transportation Element:**

- **Goal A:** Protect the quality of life, the natural environment, and property investment, preserve home rule, secure fair share funding, and provide leadership in the region.

#### ENVIRONMENTAL REVIEW

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

#### DISCUSSION

A city receiving an apportionment of SB1 funds is required to sustain a maintenance of effort by spending at least the annual average of its general fund expenditures for its streets during the 2009/10, 2010/11, and 2011/12 fiscal years. A city may spend its apportionment of SB 1 funds on transportation priorities other than road maintenance and rehabilitation if the city's average Pavement Condition Index (PCI) meets or exceeds 80. The City's current PCI is 76.

The City's annual apportionment for SB1 funding is expected to be approximately \$2.5 million. Prior to receiving funds and before May 1, 2018 the City must submit to the California Transportation Commission (CTC) a list of streets projects proposed to receive these funds (Attachment 1) approved by the City Council at a regularly scheduled public meeting.

The attached list identifies most of the streets in Sunnyvale that currently have a PCI less than 80, based upon a recently conducted survey of the pavement condition in the City. This updated list represents the street segments in the City that will be considered for improvements funded by SB1 over the next few years. Specific projects will be identified and selected for construction depending upon several variables, including: severity, utility conflicts, new development, preservation or restoration process selected, proximity and coordination with other projects. Target improvement of the PCI for each segment is included based upon conceptual treatment considerations. Specific treatments may differ, depending upon specific detailed field and design consideration. Approval of the list will meet the requirements of the CTC for a list of proposed projects for SB1 funding. Subsequently, to meet the requirement of future years SB1 funds, this list will be updated every year for council approval.

It should be noted that part of the requirements for SB1 funding requires cities to maintain a maintenance of effort (MOE) funding level of General Fund dollars. This MOE amount totals \$8.9 million, the average of funds spent in the General Fund between the FY 2009/10 through FY 2011/12. The FY 2017/18 Adopted Budget includes approximately \$12.9 million in General Fund funded eligible projects. Analysis of the General Fund contribution, based on the required MOE, is underway as part of the development of the budget, and a strategy will be brought forward as part of the FY 2018/19 Recommended Budget. This strategy will realign the City's General Fund contribution to street infrastructure, meet the requirements under SB1 and dedicate additional funding towards the City's pavement maintenance needs.

### **FISCAL IMPACT**

The City is expected to receive \$2.5 million annually as an apportionment of SB1 funds to support its pavement maintenance and rehabilitation efforts. The City can also spend these funds on its other transportation initiatives and priorities after reaching the program goal of PCI 80. Receiving \$2.5 million annually is a net positive affect to the City's existing Capital Improvement Program (CIP).

With the City's practice of alternating between operating and project budget years, Fiscal Year 2018/19 budget is focused on the Operating Budget. However, a select number of new projects will be included in the FY 2018/19 Recommended Budget. A new project to account for the SB1 revenue and related pavement expenditures will be included as part of the FY 2018/19 Recommended Budget.

### **PUBLIC CONTACT**

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

Safety; and by making the agenda and report available at the Sunnyvale Public Library, the Office of the City Clerk and on the City's website.

**RECOMMENDATION**

Approve Road Maintenance and Rehabilitation Updated Proposed Projects List for the Road Repair and Accountability Act of 2017 - Local Streets and Roads Funding Program.

Prepared by: Shahid Abbas, Transportation and Traffic Manager

Reviewed by: Charles Taylor, 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. List of Proposed Streets Projects

## Streets Proposed for PCI Raising Projects for SWB1 and Other Funding

Road Name	Beg Location	End Location	PCI Untreated	PCI Treated
Caribbean	Moffett Park ctr	Pavement change 237 overp	78	86
Caribbean	Crossman ctr	Twin Creeks ctr	53	75
Caribbean	Twin Creeks ctr	Moffett Park ctr	68	88
Caribbean	Mathilda	Borregas ctr	69	89
Mathilda	5th ctr	Innovation Way ctr	69	89
Mathilda	Bordeaux ctr	Java ctr	68	88
Bernardo	Heatherstone ctr	Knickerbocker ctr	62	82
Bernardo	Remington ctr	Fremont n/s	68	88
Bernardo	Knickerbocker ctr	Remington ctr	69	89
Bernardo	El Camino Real s/s	Heatherstone ctr	55	77
Tasman	Fair Oaks	Vienna ctr	81	90
Tasman	Vienna ctr	Lawrence Expwy e/s	75	83
Tasman	Lawrence Expwy e/s	Birchwood ctr	68	88
Tasman	Birchwood ctr	Adobe Wells ctr	63	83
Tasman	Adobe Wells ctr	Reamwood ctr	67	87
Tasman	Reamwood ctr	west side channel	80	90
Wolfe	Evelyn ctr	Reed/OSFR ctr	78	86
Wolfe	Reed/OSFR ctr	Iris ctr	78	86
Wolfe	Iris ctr	Gary ctr	81	90
Wolfe	Gary ctr	Maria ctr	78	86
Wolfe	Maria ctr	El Camino Real n/s	70	90
Java	Mathilda	Bordeaux ctr	52	72
Java	Bordeaux ctr	Borregas ctr	80	90
Java	Borregas ctr	Geneva ctr	69	89
Java	Geneva ctr	Crossman ctr	75	84
Java	Crossman ctr	237 overpass	82	89
OSFR	Fair Oaks e/s	Gail ctr	65	100
OSFR	Gail ctr	Wolfe w/s	69	100
Noranda	Homestead	West end	56	100
Mango	Heathersone s/s	Knickerbocker n/s	59	100
Britton	Wolfe	Taylor	46	100
Taylor	Fair Oaks e/s	Britton	52	100
Murphy	Olive s/s	El Camino Real	53	75
Murphy	Iowa s/s	Olive n/s	62	84
Rosalia	Bryant	s/o 1348	28	100
Navarro	Elizabeth s/s	Marion	30	100

## Streets Proposed for PCI Raising Projects for SWB1 and Other Funding Continued...

Road Name	Beg Location	End Location	PCI Untreated	PCI Treated
Kinross Ct	Blackhawk	East end	33	100
Arlington Ct	Peach	East end	36	100
Lyrelake Ct	Lakefair	South end	37	100
Huckleberry Ct	Ticonderoga	West end	37	100
Adonis Ct	Palmetto	West end	40	100
Bidwell	Mary	Piedra e/s	40	100
Mt View/Alviso	Forgewood ctr	Calabazas Creek	40	100
Lotuslake Ct	Lakefair	North end	41	100
Kinglet Ct	Parnell	South end	41	100
Pomelo Ct	Trenton	North end	43	100
Duane	West end	Pine w/s	43	100
Enderby	Cascade n/s	North end	44	100
Oxford	Robin	Bernardo	44	100
Crawford	Mathilda	West end	44	100
Celilo	Colinton w/s	Enderby	45	100
Benton	Lochinvar s/s	South end	45	100
Radcliff Ct	Pepper	West end	45	100
Washington	Sunnyvale e/s	Bayview w/s	45	100
Belfast Ct	Bobwhite	West end	46	100
Cascade	Selo ctr	Sydney ctr	47	100
Cezanne	Old San Francisco Rd	El Camino Real n/s	48	100
Lark	Linnet	Shetland	48	100
Nandina	Quintina w/s	Roble	48	100
Lorne	Swallow e/s	East end	48	100
Thompson	DeGuigne	West end	48	100
Roosevelt	Taylor n/s	Arques	48	100
Gail	175 ft s/o Gary	Linden	49	100
Hendon Ct	Blackhawk	East end	50	100
Humber Ct	Blackhawk	East end	50	100
Helena	Bernardo	Wright w/s	51	73
Queenstown Ct	Endicott	West end	51	73
Carrick Ct	Bobwhite	West end	51	73
Murre	Exmoor	Meadowlark	51	73
Alamitos	Ayala	Coronado e/s	51	73
Palomar	Almanor	Del Rey	52	74
Pierino	Gavello s/s	South end	52	74
Nelson	Fremont	South end	52	74
Deroche Ct	Cascade	North end	52	74
Torrington	Hollenbeck e/s	Snowberry Ct ctr	52	74
Pin Oak	Evelyn	Bluebonnet	52	74

## Streets Proposed for PCI Raising Projects for SWB1 and Other Funding Continued...

Road Name	Beg Location	End Location	PCI Untreated	PCI Treated
Lochness Ct	Quail	West end	52	74
Lakeside	Oakmead s/s	Titan	52	74
Iowa	Pastoria e/s	Mathilda w/s	52	74
Mary	Fremont s/s	Cascade ctr	52	100
Calgary	Pendleton n/s	South end	53	75
Havre Ct, East	Havre	South end	53	75
Ashbourne	Fieldfair ctr	Flicker e/s	53	75
Cascade	Prince Edward ctr	Selo ctr	53	75
Endicott	Revelstoke ctr	Saskatchewan e/s	53	75
Benton	Kensington	Lochinvar n/s	53	75
Olive	Central ctr	Fair Oaks w/s	53	75
Acalanes	Ayala s/s	Washington n/s	53	75
San Patricio	Coachella s/s	Duane	53	75
Bordeaux	Mathilda e/s	Java n/s	53	100
Lakeside	Titan	Arques	53	75
Peekskill	Knickerbocker	Prune Ct ctr	54	76
Maraschino	Sherwood	Ticonderoga	54	76
Cheyenne	Owen Sound ctr	Valcartier	54	76
Alberta	Hollenbeck	Quebec Ct ctr	54	76
Fort Laramie	Revelstoke n/s	Valcartier	54	76
Cedar	West dead end	Bartlett	54	76
Blue Sage	Jacaranda w/s	Liquidamber w/s	54	76
Oriole	Dunford	Exmoor s/s	54	76
Greenwich	Orange w/s	Peach	54	76
Lochinvar	creek e/s	Waxwing ctr	54	100
Wolfe	Marion ctr	Inverness ctr	54	100
Mary	Centrlal Expwy	California ctr	54	100
Remington	Bernardo e/s	Lime ctr	55	100
Offenbach	Gainsborough w/s	Manet	55	77
Mesquite	Iris	Lantana	55	77
Harking	Nisqually	New Brunswick	55	77
Bedford	1401 Bedford n/pl	The Dalles n/s	55	77
Gambier Ct	The Dalles	South End	55	77
Carlow Ct	Bittern	West end	55	77
Connemara	Svale/Stoga	Bittern w/s	55	77
Azalea	Aster	Bluebonnet	55	77
Iris	Henderson ctr	Silver Tip e/s	55	77
Senna Ct	Aster	South end	55	77

## Streets Proposed for PCI Raising Projects for SWB1 and Other Funding Continued...

Road Name	Beg Location	End Location	PCI Untreated	PCI Treated
Calico Ct	Gail	West end	55	77
Parrot	Glenbar	Inverness	55	77
Booker	Mathilda	Fence end of Booker	55	77
Morse	1111 ctr d/w (mobile home p	Toyama ctr	55	100
Duane	Morse ctr	Fair Oaks w/s	55	77
Wolfe	Fremont ctr	Marion ctr	55	100
Oak Creek	Manzano	Sandia	56	78
Duane	Stewart e/s	60 ft e/o e/end isalnd	56	100
Lavender	Laburnum w/s	Lusterleaf e/s	56	78
Anshen Ct	Gail	East end	56	78
Harney	Fraser	Jasper e/s	56	78
Blackhawk	Dunholme s/s	Hendon s/s	56	78
Palmetto	Azalea	Bluebell n/s	56	78
Ajax	Liquidamber e/s	West dead end	56	78
Dunford	Quail w/s	Teal w/o	56	78
Partridge	Dunford	Glenbar n/s	56	78
Butano	Ayala	Crespi	56	78
Frances	Washington n/s	Evelyn s/s	56	78
Persimmon	Knickerbocker s/s	Remington	56	78
Olive	Pastoria e/s	Mathilda w/s	56	78
Borregas	Hemlock ctr	Ferndale ctr	56	100
Moffett Park	Orleans ctr	Moffett Park Ct ctr	56	100
Knickerbocker	El Camino Real s/s of medi	Brookfield n/s	57	100
Jasmine	Laburnum w/s	Lusterleaf	57	79
Chopin	Renoir Ct ctr	Van Dyck e/s	57	79
Bedford Ct	Belleville	East end	57	79
Cascade	Bernardo	Wright w/s	57	79
Cascade	Wright e/s	Galloway Ct ctr	57	79
Crandano Ct	Rockefeller	West end	57	79
Cromart Ct	Bittern	West end	57	79
Rockport	Tilton	West end	57	79
Bluebonnet	Sequoia e/s	Azalea	57	79
Cornflower Ct	Thornapple	West end	57	79
Bluebell	Palo Verde	Palmetto e/s	57	79
Dunford	Oriole e/s	Quail w/s	57	79
Maranta	Mary	Knickerbocker	57	79
San Lazaro	Kifer	North end	57	79
San Andreas Ct	Angel	North end	57	79

## Streets Proposed for PCI Raising Projects for SWB1 and Other Funding Continued...

Road Name	Beg Location	End Location	PCI Untreated	PCI Treated
Washington	West end (Off Deodar)	w/s bridge	57	100
Arques	West end	Sunnyvale e/s	58	100
Amador	San Miguel	San Rafael ctr	58	80
Santa Rosa	Amador	Colusa	58	80
Betty Ct	Gavello	North end	58	80
Eleanor	Ramon w/s	Hampton e/s	58	80
Endicott	Norland w/s	Revelstoke ctr	58	80
Flicker	Ashbourne s/s	Carlisle n/s	58	80
Revelstoke	Endicott n/s	Fort Laramie n/s	58	80
Aster	Sequoia e/s	Evelyn w/s	58	80
Privet Ct	Buckeye	Erica n/s	58	80
Shasta Fir Dr	Cassia s/s	Gardenia s/s	58	80
Shasta Fir Wy	Sequoia	Shasta Fir Dr	58	80
Sunken Gardens	Wolfe	parking lot	58	80
Hamshire Ct	Lochinvar	West end	58	80
Lanark Ct	Quail	West end	58	80
Britton	North End (n/o Bryan)	South End (s/o McKinley)	58	80
Bodega	Butano	Jacinto e/s	58	80
California Ave	Pastoria ctr	Sobrante ctr	58	80
Leibre Ct	Washington	South end	58	80
Steuben	Queen Ann e/s	Pome	58	80
Ahwanee	Alturas ctr	Morse ctr	58	80
Carl	Channel e/s	Borregas w/s	58	80
Prunelle Ct	Saranac	South end	58	80
Morse	Toyama ctr	Weddell	58	100
Blythe	San Juan	West end	59	81
Benica	Macara w/s	Mary	59	81
Shetland	Heron	Linnet	59	81
Karo Ct	Lusterleaf	West end	59	81
Chetamon Ct	Pendleton	South end	59	81
Havre Ct, West	Wright	South end	59	81
Blackhawk	Hendon s/s	Inverness n/s	59	81
Bluebird Ct	Berwick	South end	59	81
Frances	Olive s/s	El Camino Real	59	81
Tulip	Poplar e/s	Redwood e/s	59	81
Bamboo	Jacaranda w/s	Joshua e/s	59	81
Jacaranda	Bamboo s/s	Blue Sage n/s	59	81
Swift Ct	Lochinvar	South end	59	81
Frances	Iowa s/s	Olive n/s	59	81



## Streets Proposed for PCI Raising Projects for SWB1 and Other Funding Continued...

Road Name	Beg Location	End Location	PCI Untreated	PCI Treated
Crespi	Butano	Jacinto e/s	59	81
Saranac	Pome w/s	Reinclud Ct ctr	59	81
Burnley	Thunderbird	City Limit	59	81
Buena Vista	California	ends	59	81
Madrone - bubble NS	Madrone	West end	59	81
Lawrence Station Rd	Kifer	overpass ctr	59	81
Cascade	Mary e/s	Lewiston ctr	59	81
Remington	Mary e/s	Hollenbeck w/s	60	100
San Justo Ct	San Luisito	West end	60	82
Selkirk	Heron	Lark	60	82
Primrose	Wolfe	Ponderosa	60	82
Fraser	Edmonds	Helena	60	82
La Crosse	Cathedral	Corvallis n/s	60	82
La Crosse Ct	La Crosse	West end	60	82
MacKenzie	Homestead	Laurentian e/s	60	82
Bedford	The Dalles s/s	Ecola n/s	60	82
Cascade	Galloway Ct ctr	Mary w/s	60	82
Navarro	Bryant	Elizabeth n/s	60	82
Pocatello	Laurentian e/s	Wright	60	82
Dunholme	Albatross	Bittern ctr	60	82
Kenilworth Ct	Blackhawk	East end	60	82
Clemantis	Timberpine	Starbush	60	82
Pastoria	Maude s/s	South end	60	82
Carneros	Vasquez	Olive	60	82
Lois	Heatherstone s/s	Knickerbocker n/s	60	82
Anvilwood	Mt View/Alviso	Elko n/s	60	82
Molino	Sutter	Olive	60	82
Saranac	Reinclud Ct ctr	Hollenbeck	60	82
Ticonderoga	Lime ctr	Mary w/s	60	82
Heron	Fife	Inverness n/s	60	100
Mathilda	Moffett Park ctr	237 s/s ramp ctr	61	100
Moffett Park	Borregas ctr	Innsbruck ctr	61	100
Mary	California ctr	Evelyn n/s	61	100
Mary	Maude s/s	Corte Madera ctr	61	100
Fair Oaks	Arques ctr	California ctr	61	100
Wolfe	Inverness ctr	Homestead n/o city limit	61	100
Klamath	Helena	Lewiston	61	83
Renoir	Chopin	North end	61	83
Jadelake Ct	Lakehaven	South end	61	83
Remington	Hollenbeck e/s	Svale/Stoga w/s	61	100

## Streets Proposed for PCI Raising Projects for SWB1 and Other Funding Continued...

Road Name	Beg Location	End Location	PCI Untreated	PCI Treated
Crestwood Ct	Tucson	South end	61	83
Pebblelake Ct	Lakemuir	South End	61	83
Humboldt Ct	Borregas	East end	61	83
Moffett Park Ct	Moffett Park e/s	East end	61	83
San Pier Ct	Ahwanee	South end	61	83
Crescent	Svale/Stoga	Manet w/s	61	83
Ladis Ct	Iris	South end	61	83
Lusterleaf	Iris s/s	Lavender n/s	61	83
Albion Ct	Belleville w/s	West end	61	83
Heatherstone	Knickerbocker e/s	Bernardo w/s	61	83
Kirbyhill	Albatross	Bittern	61	83
Susquehanna Ct	Maraschino	West end	61	83
Berwick	Bobolink	West end	61	83
Bobwhite	Fremont	Carlisle n/s	61	83
Kenley	Finch	East end	61	83
Londonderry	Finch w/s	East end	61	83
Utica Ct	Utica	South end	61	83
Azalea	Palo Verde w/s	Pin Oak e/s	61	83
Daisy Ct	Smoke Tree	West end	61	83
Begonia	Firloch	Hawthorn w/s	61	83
Palo Verde Wy	Liquidamber	Wolfe w/s	61	83
Azara	Firloch	Hawthorn	61	83
Elmira	Pear w/s	Quetta	61	83
Ferndale	Morse	Georgia w/s	61	83
Leota	Ayala s/n pole	Washington n/s	61	100
Homestead	Belleville ctr	w/s Hwy 85 overpass	62	100
Fremont	Wolfe e/s	El Camino Real	62	100
Moffett Park	Mathilda e/s	Bordeaux ctr	62	100
Fair Oaks	Kifer ctr	Evelyn ctr	62	100
Kifer	Cooper ctr	Corvin ctr	62	100
Klee Ct	Offenbach	South end	62	84
Picasso	Crescent	Fremont	62	84
Persian	Ross	Plaza w/s	62	84
Alvarado	San Juan	San Miguel w/s	62	84
Duff Ct	Gail	East end	62	84
Calgary	Payette	Pendleton n/s	62	84
Barton	Bedford	Ashcroft	62	84
Kodiak Ct	Queen Charlotte	West end	62	84
Fisher Hawk	Ashbourne	Cardigan	62	84
Rubis	Erie s/s	Harvard ctr	62	84

## Streets Proposed for PCI Raising Projects for SWB1 and Other Funding Continued...

Road Name	Beg Location	End Location	PCI Untreated	PCI Treated
Ponderosa	Iris s/s	Nettle ctr	62	84
Privet Ct	Erica s/s	South end	62	84
Populus	Rosa	Sumac s/s	62	84
Quail	Inverness s/s	Homestead	62	84
Lorne	Peacock e/s	Quail w/s	62	84
Oriole	Glenbar ctr	Inverness n/s	62	84
Jacinto	Bodega s/s	Crespi n/s	62	84
Madrone	Ferndale	Eaglewood n/s	62	84
Trenton	Pome e/s	Queen Anne e/s	62	84
Hutton Ct	Albatross	West end	62	84
Stewart	Wolfe	DeGuigne w/s	62	84
Mathilda	San Aleso ctr	Maude ctr	63	100
Maude	Sunnyvale ctr	Bayview ctr	63	100
Matisse Ct	Crescent	South end	63	85
Burntwood Ct	Sandia n/s	North end	63	85
Brahms	Azure	Cezanne ctr	63	85
Goya	Cirrus s/s	Cumulus n/s	63	85
Killdeer Ct	Selkirk	South end	63	85
Edmonds	Wright e/s	East end	63	85
Olympus Ct	Laurentian	West end	63	85
Cotswald Ct	Thunderbird	West end	63	85
Harrison Ct	The Dalles	South end	63	85
Exeter Ct	Albatross	West end	63	85
Rochester Ct	Rockefeller	West end	63	85
Bittern	Berwick	Connemara ctr	63	85
Aster	Evelyn e/s	Willow	63	85
Banning	Morse	Roosevelt	63	85
Juniper Ct	Ajax	South end	63	85
Peacock	Glenbar s/s	Inverness n/s	63	85
Vireo	Lochinvar s/s	London n/s	63	85
Carbonera	Washington n/o	Corral s/s	63	85
Heatherstone	Grape ctr	Mary w/s	63	85
Vasquez Ct	Vasquez	South end	63	85
California St	Commercial w/s	West end	63	85
Pome	Saranac s/s	Plum ctr	63	85
Quetta Ct	Quetta s/o Haverhill	South end	63	85
Reinclud Ct	Saranac	South end	63	85
Vienna	Tasman	South end	63	85
Dahlia	Torreya w/s	Vinemaple e/s	63	85
Madrone - bubble NN	Madrone	West end	63	85

## Streets Proposed for PCI Raising Projects for SWB1 and Other Funding Continued...

Road Name	Beg Location	End Location	PCI Untreated	PCI Treated
Remington	Lime ctr	Mary w/s	64	100
Waverly	Iowa s/s	South end	64	86
Torrance	Havenwood s/s	Wildwood	64	86
Maude	Pastoria ctr	Mathilda w/s	64	100
Karlstad	Tasman	Toyama	64	86
Larkspur	Mangrove	Pagoda Tree Ct ctr	64	86
Clydebank Ct	Thunderbird	South end	64	86
Edmonton	Helena	ctr of middle Ct	64	86
Arran Ct	Bobwhite	East end	64	86
Chehalis	Franchere w/s	Kitimat e/s	64	86
Falkirk Ct	Albatross	East end	64	86
Erie	Rubis w/s	Russet	64	86
Beemer	Frances e/s	Murphy	64	86
Vanderbilt Ct, E	Vanderbilt	North end	64	86
Henderson	Rockrose ctr	El Camino Real n/s	64	86
Exmoor	Meadowlark	Oriole	64	86
Firloch	Olive s/s	South end	64	86
Lometa	Washington	Noriega n/s	64	86
Cortez	Acalanes	Bernardo	64	86
Olive	Leota ctr	Mary w/s	64	86
Bartlett	California	Kifer	64	86
Bellingham	Belleville	North end	64	86
Hollenbeck	Fremont s/s	Cascade ctr	65	100
Coachella	San Patricio	Santa Paula ctr	65	87
Maude	237 - 14 ft e/o 2nd elec n/s	Macara ctr	65	100
Morse	Persian	1111 ctr d/w (mobile home p	65	100
Wildwood	Bridgewood	Torrance ctr	65	87
Lakehaven	West end	Hiddenlake ctr	65	87
Gibraltar	Borregas	Innsbruck e/s	65	87
Fair Oaks	California ctr	Kifer ctr	65	100
Brahms	Cezanne ctr	Cirrus e/s	65	87
Azure	Brahms s/s	Cumulus n/s	65	87
Valerian	Henderson	Valerian Ct	65	87
Valerian Ct	North end	South end	65	87
Linden	Gail	Maria	65	87
Pagoda Tree Ct	Larkspur	South end	65	87
Maude	Mary ctr	elec 26D14	65	100
Chitamook Ct	Payette	South end	65	87
Honfleur Ct	Honfleur	West end	65	87

## Streets Proposed for PCI Raising Projects for SWB1 and Other Funding Continued...

Road Name	Beg Location	End Location	PCI Untreated	PCI Treated
Kamsack Ct	Kamsack	South end	65	87
Spoonbill	Bryant	Castleton	65	87
Lillick	Teal	City Limit ctr 1150	65	87
Drysdale	Elsona s/s	Astoria	65	87
Kimberly	Homestead	Pendleton n/s	65	87
Norman	El Camino Real	Elizabeth n/s	65	87
Samedra	The Dalles s/s	Helena n/s	65	87
Wright Ct	Wright	West end	65	87
Robin	Cardinal E ctr	Remington n/s	65	87
Robin	Knickerbocker	Cardinal E ctr	65	87
Arleen	Carlisle	Fremont	65	87
Albatross	Dunholme	Harwick n/s	65	87
Gooseberry Ct	Valley Forge	South end	65	87
Valley Forge	Westchester ctr	Yorktown	65	87
Ribier Ct	Torrington	South end	65	87
Royal Ann Ct	Sheraton n/s	North end	65	87
Sheraton	Hollenbeck	Spinosa	65	87
Templeton Ct	Spinosa w/s	West end	65	87
Flin	Heron	Magpie e/s	65	87
Oleander Ct	Sugarpine	West end	65	87
Silver Pine Ct	Cassia	South end	65	87
Starbush	Cassia s/s	Silver Tip n/s	65	87
Belladonna Ct	Grand Fir	East end	65	87
Lynxwood Ct	Old San Francisco Rd	ends w & n	65	87
Bayview	Evelyn s/s	Olive n/s	65	87
Eton	Meadowlark w/s	Oriole	65	87
Acalanes	Washington s/s	Vicente n/s	65	87
Merrimac	Grape e/s	Lois	65	87
Madrone	Hemlock	South end	65	87
Navlet Ct	Ticonderoga	South end	65	87
Birchwood	Elko s/s	Tasman n/s	65	87
Lakeside	elec 34D18	Oakmead n/s	65	87
Pineapple	Hanover	Harvard	65	87
Lawrence Station Rd	Elko s/s	South end	65	87
Torrington	Quince w/s	Hollenbeck w/s	65	87
California Ave	Murphy west w/s	Sunnyvale w/s	65	87
Holbrook	Haverhill	Knickerbocker	65	87
DeGuigne	Stewart ctr	Arques	66	100
Mathilda	237 s/s ramp ctr	Ross ctr	66	100
Coachella	Santa Paula ctr	San Rafael	66	88

## Streets Proposed for PCI Raising Projects for SWB1 and Other Funding Continued...

Road Name	Beg Location	End Location	PCI Untreated	PCI Treated
Crescent	Rembrant	West end	66	88
Pecos	Fairwood ctr	Palamos	66	88
Fair Oaks Way	Persian/La Rochelle Terr	Fair Oaks w/s	66	88
Toyama	Morse	Karlstad	66	88
Firloch	Arbutus	Olive n/s	66	88
San Jule Ct	San Juan	East end	66	88
Golden Oak Ct	Golden Oak	South end	66	88
Pierino	Iris	Gavello n/s	66	88
Miette	Allison	Cascade	66	88
Blanchard	Lennox	Miette w/s	66	88
Edmonton	ctr of middle Ct	La Salle	66	88
Elderberry	Syracuse	Ticonderoga	66	88
Carlisle	dead end	Bitter n/s	66	88
Coleraine Ct	Falcon	West end	66	88
Cornwall Ct	Mallard	South end	66	88
Grosbeak	Inverness	Londonderry	66	88
Killeen Ct	Albatross	West end	66	88
Ontario	Kirkland ctr	Homestead	66	88
Oneida	Savory e/s	Russet w/s	66	88
Hydrangea Ct	Lusterleaf	West end	66	88
Maxine	Olive n/s	North end	66	88
Meadowlark	Eton s/s	Inverness n/s	66	88
Lewis	Sunset	Pastoria	66	88
Olive	Bernardo	Carneros ctr	66	88
Hemlock	Borregas s/s	San Diego ctr of park d/w	66	88
Lakeway	Lakeside	Oakmead	66	88
Persimmon	Havard s/s	Knickerbocker n/s	66	88
Piper	Cumberland s/s	Elmira	66	88
Pome	Plum ctr	Ticonderoga ctr	66	88
Commercial	Central s/o island	Kifer	66	88
Borregas	Ahwanee	Hemlock ctr	67	100
Mary	Corte Madera ctr	Central Expwy n/s	67	100
Fair Oaks	Duane ctr	Balsam ctr	67	100
Commercial	Arques	Central Expwy	67	89
Wildwood	Torrance ctr	Calabazas Creek w/s	67	89
Prescott	Blazingwood	Fairwood ctr	67	89
Ross	Mathilda e/s	Bradford	67	89
Barstow Ct	San Rafael	West end	67	89

## Streets Proposed for PCI Raising Projects for SWB1 and Other Funding Continued...

Road Name	Beg Location	End Location	PCI Untreated	PCI Treated
Almaden	San Ramon	San Rafael	67	89
Crescent	Manet e/s	Picasso end of island	67	89
Katon Ct	Iris	South end	67	89
Oracle Oak	Planetree n/s	Larkspur	67	89
Kalispell Ct	Kamsack	South end	67	89
Payette	Banff	Wright w/s	67	89
Barton	Ashcroft	Ecola n/s	67	89
La Salle	Wright	West end	67	89
Thunderbird	Bryant s/s	Lillick n/s	67	89
Pendleton	Banff	Wright w/s	67	89
The Dalles	Barton	Belleville w/s	67	89
Wright Terr	Wright	West end	67	89
Rockefeller	Bernardo	Rochester n/s	67	89
Bittern	Harwick Wy 42ft s/s	Kirbyhill	67	89
Centralia Ct	Prince Edward	South end	67	89
Ontario Ct	Ontario	West end	67	89
Sesame Ct	Wingate	South end	67	89
Westchester	Valley Forge	Lime	67	89
Rubis	Harvard ctr	Princeton ctr	67	89
Allegheny	Reseda	East end	67	89
Reseda Ct	Danforth	North end	67	89
Erica	Palm Ct ctr	Sequoia	67	89
Silver Tip	Iris s/s	Starbush e/s	67	89
Mangrove	Primrose s/s	Maria	67	89
Marigold Ct	Sugarpine	West end	67	89
Miramar	Tamarack e/s	East City Limit	67	89
Oriole	Exmoor s/s	Glenbar ctr	67	89
Teal	Castleton	Dunford n/o	67	89
Grape	Knickerbocker s/s	Plymouth	67	89
Maude	Mathilda e/s	Sunnyvale ctr	67	100
Madrone	Eaglewood s/s	Duane n/s	67	89
McIntosh	Ticonderoga	McIntosh Ct e/s	67	89
McIntosh Ct	Trenton	South end	67	89
Pomegranate Ct	Sheraton	South end	67	89
Quince	Sheraton	Torrington n/s	67	89
Belleville	1285 s/pl	The Dalles ctr	67	100
Wright	Yorktown	Fremont n/s	67	100
Skylake Ct	Lakebird	South end	67	89
Morse	Ferndale n/s	Fernwood, N s/s	67	100

## Streets Proposed for PCI Raising Projects for SWB1 and Other Funding Continued...

Road Name	Beg Location	End Location	PCI Untreated	PCI Treated
Cardigan	Fisher Hawk w/s	Flicker w/s	68	90
Belleville	1630 d/w	Homestead	68	90
Mary	Almanor s/s	Maude s/s	68	100
Murphy	Evelyn	Washington n/s	68	90
Hollenbeck	Cascade ctr	The Dalles ctr	68	100
Bishop	Bayview	Carroll	68	90
Wright	Homestead s/s	Pendleton ctr	68	100
Belleville	The Dalles ctr	1630 d/w	68	100
Heron	Selkirk ctr	Shetland	68	90
Remington	Remington Ct w/s	Bernardo w/s	68	90
Leota	Polk ctr	Olive	68	100
OSFR	Cezanne ctr	Central ctr	68	100
Verdi	Rousseau	Van Dyck e/s	68	90
Lochinvar	Waxwing ctr	Lawrence Expwy	68	90
Parnell	Heron	Linnet	68	90
San Juan	San Junipero	Blythe ctr	68	90
Henrietta	Iris	Gavello n/s	68	90
Laburnum	Jasmine s/s	Lavender n/s	68	90
Olive	Carneros ctr	Leota ctr	68	90
Plane Tree	Larkspur	Oracle Oak w/s	68	90
Albion Ln	Belleville e/s	West end	68	90
Eleanor	Alley n/s	Bryant n/s	68	90
Enderby	Cloverdale Ct ctr	The Dalles	68	90
Karameos	Kimberly	Pendleton n/s	68	90
Cheshire	Dove e/s	Falcon	68	90
Heatherstone	City limits	Knickerbocker w/s	68	90
Crow Ct	Inverenss	South end	68	90
Taylor	Morse e/s	Roosevelt w/s	68	90
Bittern	Connemara ctr	Dunholme n/s	68	90
Clearwater Ct	Prince Edward	North end	68	90
Norland	Endicott s/s	Alberta	68	90
Trumball Ct	Tangerine	West end	68	90
Smyrna Ct	Sheraton	North end	68	90
Grackle	Duncardine	Fife n/s	68	90
Magpie	Durshire	Flin n/s	68	90
Garland	West end	East end	68	90
Kingfisher	Fremont	Carlisle ctr	68	90
Columbia	Roosevelt	Fair Oaks	68	90
Wilson	North end	Olive	68	90
Katrine Ct	Quail	West end	68	90



## Streets Proposed for PCI Raising Projects for SWB1 and Other Funding Continued...

Road Name	Beg Location	End Location	PCI Untreated	PCI Treated
Vine	Southwood	Central	68	90
Corral	Washington s/o	Carbonera	68	90
Hickorynut Ct	Merrimac	South end	68	90
Merrimac	Bernardo	Grape w/s	68	90
Edale	Pome	East end	68	90
Groton Ct	Quetta	North end	68	90
Manzanita	Ferndale	Eaglewood n/s	68	90
Pulora Ct	Sheraton	South end	68	90
Homestead	138 ft w/o Bernardo	Bernardo ctr	68	100
Lochinvar	Inverness s/s	Swallow ctr	68	90
Mathilda	California ctr	Washington ctr	68	100
San Junipero	Ahwanee	Alvarado	68	90
Fernwood, S	Fernwood, W w/s	Morse	68	90
Maple	Duane	Arbor	68	90
Arques	Lawrence Expwy 60 ft e/o	Lakeside ctr	68	100
Rembrandt	Renoir Ct ctr	Fremont	68	90
Lakemuir	Meadowlake e/s	Silverlake w/s	68	90
Torrance	Fairwood e/s	Havenwood n/s	68	90
Oakmead	Lakeway ctr	Arques n/s	68	100
Cezanne	El Camino Real s/s	Brahms	68	90
Henrietta	Gavello s/s	South end	68	90
Lantana	Mangrove w/s	Ponderosa	68	90
Brookings	Belleville	ends	68	90
Butte Ct	Bernardo	East end	68	90
The Dalles	Wright e/s	Mary w/s	68	90
Eleanor	Bryant n/s	1342 s/s	68	90
Karameos Ct	Pendleton s/s	South end	68	90
Kimberly	Pendleton s/s	Pocatello	68	90
Lewiston	Mistaya Ct ctr	The Dalles n/s	68	90
Lewiston Ct	Lewiston	ends	68	90
Mistaya Ct	Lewiston	South end	68	90
Thunderbird	Lillick s/s	Dunford n/s	68	90
Mockingbird	Knickerbocker s/s	South end	68	90
Locksunart	Albatross w/s	Blue Jay e/s	68	90
Taylor	Sunnyvale	Bayview w/s	68	90
Carlisle	Bittern e/s	Floyd ctr	68	90
Islay Ct	Grosbeak	West end	68	90

## Streets Proposed for PCI Raising Projects for SWB1 and Other Funding Continued...

Road Name	Beg Location	End Location	PCI Untreated	PCI Treated
Limerick Ct	Grosbeak	West end	68	90
Lakeside	w/s Bridge (crk)	elec 34D18	68	90
Savory	Hyde Park	Oneida n/s	68	90
Taaffe	Olive s/s	El Camino Real	68	90
Tioga Ct	Tilton	West end	68	90
Sage Ct, S	Sheraton s/s	South end	68	90
Palo Verde Wy	Wolfe e/s	Palo Verde Dr	68	90
Bellflower	Grand Fir	West end	68	90
Sequoia	Reed s/s	Iris	68	90
Inverness	Heron ctr	Wolfe w/s	68	100
Bryan	Bayview	Central w/s	68	90
Swallow	Lochinvar	Homestead	68	90
Iowa	Bernardo	Leota w/s	68	90
Balboa Ct	Alamitos	West end	68	90
Manet	Crescent ctr	Puccini ctr	68	90
Robbia Ct	Schubert ctr	South end	68	90
Kitimat	Bonneville n/s	Cascade n/s	68	90
Inverness	Nuthatch ctr	Peacock ctr	68	100
Inverness	Quail ctr	Lochinvar e/s	68	100
Knickerbocker	Bernardo e/s	Mary w/s	68	100
Nellis Ct	Trenton	South end	68	90
Nuestra	Sutter	Olive	68	90
Somerset	Pimento	Revere w/s	68	90
Homestead	Wolfe ctr	Quail ctr	68	100
Linnet	Homestead	South end	68	90
San Rafael	Amador s/s	Duane	68	90
Golden Oak	Iris	Golden Oak Ct w/s	68	90
Poplar	Lupine s/s	Nettle ctr	69	91
Carmel	San Juan	San Luisito e/s	69	91
Aberdeen	Kitimat e/s	Astoria w/s	69	91
Kingsgate	Corvallis	The Dalles n/s	69	91
Lewiston	Lewiston Ct	Cascade n/s	69	91
The Dalles	Belleville e/s	East end	69	91
Quebec Ct	Alberta	South end	69	91
Russet	Hyde Park s/s	Oneida n/s	69	91
Sage Ct, N	Sheraton n/s	North end	69	91
Tilton	Tioga Ct ctr	Utica 532 n/pl	69	91
Hebrides	Finch	Grackle	69	91
Arbor	Morse e/s	Worley w/s	69	91
Coventry Ct	Kingfisher	West end	69	91

## Streets Proposed for PCI Raising Projects for SWB1 and Other Funding Continued...

Road Name	Beg Location	End Location	PCI Untreated	PCI Treated
Dartshire	Flamingo	Flicker ctr	69	91
Borregas	Carl s/s	Caribbean n/s	69	100
DeGuigne	Duane	Stewart ctr	69	100
Remington Ct	Remington s/s	South end	69	91
Grand Fir	Begonia	Old San Francisco Rd n/s	69	91
Lorne	West end	Peacock w/s	69	91
Marshall	Evelyn	North end	69	91
Sara Ct	Clarence w/s	East end	69	91
San Saba Ct	Ahwanee	West end	69	91
Hemlock	West end	Borregas	69	91
Arbor	Worley e/s	Fair Oaks w/s	69	91
Glendale	Morse	Carolina	69	91
Trenton	McIntosh Ct e/s	Pome w/s	69	91
Lochinvar	Dunford	Inverness	69	100
Mt View/Alviso	Lawrence Station Rd	Anvilwood ctr	69	91
Knickerbocker	Mary e/s	Persimmon ctr	69	100
Puccini	Manet	East end	69	91
Candlewood Ct	Sandia n/s	North end	69	91
Twinlake	Silverlake e/s	Lakewood	69	91
San Juan	Blythe ctr	Duane	69	91
Bellomo Ct	Maria	North end	69	91
Larkspur	Pagoda Tree Ct ctr	Pondersoa	69	91
Poplar	Nettle ctr	El Camino Real n/s	69	91
Baker Ct	Bernardo	East end	69	91
Cloverdale Ct	Enderby	South end	69	91
Kennewick	Nisqually ctr	Homestead	69	91
Cascade	Sydney ctr	Yukon w/s	69	91
Lamont Ct	Pendleton	South end	69	91
Kelsey	Rockefeller	Syracuse	69	91
Mockingbird	Morningside	Knickerbocker n/s	69	91
Remsen Ct	Rockefeller	West end	69	91
Harwick	Svale/Stoga	Bittern	69	91
Albatross	Harwick s/s	Locksunart n/s	69	91
Alberta	Quebec Ct ctr	Richlieu ctr	69	91
Maxine	Olive s/s	South end	69	91
Snowberry Ct	Spinosa	South end	69	91
Dwight	Bartlett	West dead end	69	91
Mallard	Dartshire s/s	Humewick n/s	69	91

## Streets Proposed for PCI Raising Projects for SWB1 and Other Funding Continued...

Road Name	Beg Location	End Location	PCI Untreated	PCI Treated
Durlane Ct	Partridge	West end	69	91
McKinley	Sunnyvale e/s	Bayview w/s	69	91
Partridge Ct	Glenbar s/s	South end	69	91
Corral	Washington n/o	Carbonera w/s	69	91
Iowa	Sunset ctr	Pastoria w/s	69	91
Hudson	Grape	Lois	69	91
California Ave	Pajaro ctr	Pastoria ctr	69	91
Iowa	Mathilda e/s	Towncenter Lane/Taffee ctr	69	91
Pastoria	North end	California	69	91
Susan	Grape e/s	Lois	69	91
Homestead	Quail ctr	300 ft w/o Lawrence Exwpy	69	100
Homestead	Wright ctr	Mary w/s	69	100
Del Norte	Borregas	San Diego	69	91
Lime	Ticonderoga s/s	Yorktown	69	91
Manzanita	Hemlock	South end	69	91
Pepper	Knickerbocker	Radcliff	69	91
Pome	Ticonderoga ctr	Fremont	69	91
Reynella Ct	Saranac	South end	69	91
Central	McKinley s/s	Olive n/s	69	91
Bordeaux	Java s/s	Moffett Park	69	100
Borregas	Duane ctr	Maude	69	91
Iowa	Madera Ct ctr	Mary w/s	69	91
Santa Trinita	Stewart	Frys 1sr d/w s/s	69	91
Talisman	Mathilda	Crawford	69	91
Sunnyvale	Arques ctr	California ctr	69	100
Ross	Hamlin Ct w/o	West end	69	91
Kifer	Corvin ctr	Uranium ctr	69	100
Kifer	Costco light ctr	Cooper ctr	69	100
Ahwanee	ctr d/w 580	Fair Oaks w/s	69	91
Silverlake	Lakebird	Lakehaven s/s	69	91
Tuscon	Bridgewood ctr	Fairwood w/s	69	91
Robin Ct	Robin	East end	69	91
Duane Ct	Duane	East end	69	91
San Simeon	Amador	Duane	69	91
Del Rey	Pastoria e/s	Mathilda	69	91
Gavello	West end	Gail	69	91
Kamiah	Wright	Honfleur	69	91
Astoria	btwn Drysdale & Elsona	Wright w/s	69	91

## Streets Proposed for PCI Raising Projects for SWB1 and Other Funding Continued...

Road Name	Beg Location	End Location	PCI Untreated	PCI Treated
Cape Blanco	Yukon w/s	East end	69	91
Enderby	Cascade s/s	Colverdale Ct ctr	69	91
Kelowna Ct	Cascade	South end	69	91
Bobwhite	Carlisle s/s	Floyd	69	91
Hummingbird	Inverness	Londonderry	69	91
La Conner	Kirkland w/s	Svale/Stoga	69	91
Lakemuir	West end	Meadowlake w/s	69	91
Lakechime	Lakefair	Meadowlake ctr	69	91
Torland Ct	Tilton	South end	69	91
Morse	Arques s/s	California	69	91
Regia Ct	Torrington	South end	69	91
Willow	Aster ctr	Reed	69	91
Fernleaf	Smoke Tree e/s	Silk Oak w/s	69	91
Garland	Fair Oaks	East end	69	91
Bernardo	Fremont s/s	Astoria ctr	69	91
Colusa	San Rafael	San Simeon w/s	69	91
San Luisito	Carmel s/s	Duane	69	91
San Mateo Ct	Ahwanee	South end	69	91
Santa Susana	Amador	Colusa	69	91
Azure	Cumulus s/s	Remington	69	91
Joshua	Ajax s/s	Bamboo n/s	69	91
Kildare	Redwing	Swallow	69	91
Nettle	Ponderosa	Poplar	69	91
Glenbar	Oriole	Peacock	69	91
Mangrove	Lantana s/s	Primrose	69	91
Plymouth	Bernardo	Lois e/s	69	91
Vasquez	Iowa s/s	Leota	69	91
Coronada	Acalanes	Alamitos n/s	69	91
Inverness	Bittern	Finch ctr	69	91
Caldwell Ct	Belleville	East end	69	91
Honfleur	Kamsack	Kamsack n/s	69	91
Lachine	Nisqually	Manitoba w/s	69	91
Charles	Washington s/s	McKinley n/s	69	91
Kingsgate	The Dalles s/s	Helena	69	91
Cheshire	Floyd	Dove e/s	69	91
Franchere	Cascade s/s	Chelhalis n/s	69	91
Helena	Kennewick ctr	Lewiston	69	91
Cardinal, W	Knickerbocker e/s	Cardinal, E	69	91
Cheyenne	Hollenbeck	Owen Sound ctr	69	91
Taylor	Bayview e/s	Morse w/s	69	91

## Streets Proposed for PCI Raising Projects for SWB1 and Other Funding Continued...

Road Name	Beg Location	End Location	PCI Untreated	PCI Treated
Jura	Finch	Goldfinch	69	91
Morse	Maude s/s	Taylor ctr	69	91
Revelstoke	Cheyenne	Endicott n/s	69	91
Frances	California	Hendy	69	91
Wingate	Sesame 1214 n/pl	West end	69	91
Heatherstone	Mary e/s	Hanover ctr	69	91
Mesa Oak Ct	Erica	South end	69	91
Ositos	Sutter	Olive	69	91
Palo Verde Dr	Azalea s/s	Bluebonnet n/s	69	91
Pilnut Ct	Peekskill	South end	69	91
Queen Ann	Steuben s/s	Trenton n/s	69	91
All American	Mathilda	Olive	69	91
Fife	Heron e/s	Magpie	69	91
Grackle	Fife n/s	Hebrides n/s	69	91
Plum	Remington	Pome	69	91
Quetta	Blair	Danforth ctr	69	91
Brookline	Quetta	Pear	69	91
Grand Fir	Old San Francisco Rd s/s	Garland	69	91
Ithica	Persimmon	Knickerbocker	69	91
Madrone - bubble SS	Madrone	West end	69	91
Maria	Wolfe e/s	Pondersoa	69	91
Nantucket Ct	Pepper	West end	69	91
Radcliff	Persimmon	Pepper w/s	69	91
Sheraton	Pome w/s	Hollenbeck	69	91
Thistle Ct	Redwood	West end	69	91
Lincoln	Bayview	Central ctr	69	91
Vasquez	Polk s/s	Iowa n/s	69	91
Hanover	Heatherstone	Elmira	69	91
Nutmeg	Blair	Berkshire n/s	69	91
Quetta	Harvard n/s	Haverhill s/s	69	91
Kiel Ct	Weddell	North end	69	91
Fair Oaks	237 overpass ctr	Fair Oaks Way ctr	69	100
Fair Oaks	Ahwanee ctr	Caliente ctr	69	100
Fair Oaks	Maude ctr	Arques ctr	69	100
Schubert	Rembrandt	Robbia	69	91
Arques	Fair Oaks e/s	Wolfe w/s	69	100
Bremerton	Mary	Miette	69	91
Gail	Iris s/s	175 ft s/o Gary	69	91
Colusa	San Simeon e/s	Santa Ynez	69	91

## Streets Proposed for PCI Raising Projects for SWB1 and Other Funding Continued...

Road Name	Beg Location	End Location	PCI Untreated	PCI Treated
Pastoria	Washington s/s	Olive ctr	69	100
OSFR	Central ctr	Fair Oaks w/s	69	100
Boise Ct	Pointe Claire	West end	69	91
The Dalles	Lewiston ctr	Hollenbeck	69	91
Prince Edward	Cascade	Cheyenne n/s	69	91
Prince Edward	Cheyenne s/s	South end	69	91
Blackhawk	Inverenss s/s	Locksunart	69	91
Morse	Taylor ctr	Arques n/s	69	91
Hyde Park	Russet ctr	Spinosa	69	91
Roosevelt	Banning	California	69	91
Sesame	Vanderbilt ctr	Wingate 1214 n/pl	69	91
Cassia	Starbush s/s	Shasta Fir w/s	69	91
Durshire	Grackle e/s	Mallard	69	91
Mahogany	Buckeye 749 n/pl	Foxglove ctr	69	91
Pastoria	Almanor	Maude n/s	69	91
Thornapple	Clementis	Fuschia n/s	69	91
Moffett Park	Crossman ctr	Orleans ctr	69	100
Bellflower	Grand Fir	East end	69	91
Arbor	Borregas e/s	Bayview w/s	69	91
Mallard	Carlisle	Dartshire n/s	69	91
Mathilda	Caribbean	Bordeaux ctr	69	100
Nightingale	Inverness	Homestead	69	91
Lynn	Bernardo e/s	Grape w/s	69	91
Citron	Andover s/s	Bennington n/s	69	91
Fig	Lafayette s/s	Lexington n/s	69	91
Grape	Heatherstone s/s	Knickerbocker n/s	69	91
Muender	Sunset	Pastoria	69	91
Mt View/Alviso	Anvilwood ctr	Forgewood ctr	69	91
McKinley	Central ctr	Fair Oaks w/s	70	92
Pala	Sutter	Olive	70	92
Titan	Lawrence Expwy	Lakeside	70	92
Elko	Anvilwood ctr	Hammerwood ctr	70	92
Lansdown Ct	Pepper	West end	70	92
Madrone - bubble SN	Madrone	West end	70	92
Lakefair	Hiddenlake e/s	Meadowlake	70	92
Belleville	Fremont	1285 s/pl	70	100
Wright	Fremont s/s	Cascade ctr	70	100
Blackhawk Ct	Dunholme n/s	North end	70	92

## Streets Proposed for PCI Raising Projects for SWB1 and Other Funding Continued...

Road Name	Beg Location	End Location	PCI Untreated	PCI Treated
Borregas	Caribbean s/s	Java n/s	70	100
Britton	Duane	South end	70	92
Del Rey	Palomar	Pastoria w/s	70	92
Preswick Ct	Heron	West end	70	92
Arques	Morse ctr	Lastreto	70	100
Arques	Santa Trinita ctr	Lawrence Expwy	70	100
Cathedral	Lewiston	Cascade	70	92
Kennewick	The Dalles	Helena s/s	70	92
Pointe Claire	Bend s/s	Cascade n/s	70	92
Astoria	Bernardo	btwn Drysdale & Elsona	70	92
Kirkland	Ontario	La Conner n/s	70	92
Lynn	Knickerbocker e/s	Bernardo w/s	70	92
Corvallis	Knowlton w/s	La Crosse e/s	70	92
Canary	Inverness	Homestead	70	92
Grand Coulee	Hollenbeck	Ontario	70	92
Killarney Ct	Hummingbird	West end	70	92
Lakedale	Silverlake	Lakebird	70	92
Muscat Ct	Ticonderoga	South end	70	92
Dee	Dawn	Sunnymount	70	92
Humewick	Heron	Mallard e/s	70	92
Longspur	Humewick n/s	Inverness n/s	70	92
Smoke Tree	Cassia	Fernleaf n/s	70	92
Iris	Ponderosa ctr	Henderson ctr	70	92
Liquidamber	Ajax s/s	Blue Sage n/s	70	92
Caymus Ct	Bodega	South end	70	92
Dennis	Clarence	Iowa	70	92
Grape	Blair s/s	Bennington n/s	70	92
Lexington	Bernardo	Fig e/s	70	92
Buckeye Ct	Privet Ct ctr	East end	70	92
Ticonderoga	Mary e/s	Pome	70	92
Novato	Sutter	Olive	70	92
Mathilda	Ross ctr	Ahwanee ctr	70	100
Borregas	Ferndale ctr	Duane ctr	70	100
Manet	Remington	Crescent ctr	70	92
Mozart Ct	Manet	East end	70	92
Lakemuir	Silverlake e/s	Lakehaven s/s	70	92
Michelangelo	Remington	Crescent	70	92
Pecos	Blazingwood	Fairwood ctr	70	92
Hedera Ct	Sweetbay	East end	70	83
Roosevelt	Maude s/s	Taylor n/s	70	92



## Streets Proposed for PCI Raising Projects for SWB1 and Other Funding Continued...

Hammerwood	Mt View/Alviso	Elko n/s	70	92
Lackawanna Ct	Lois	West end	70	92
Fair Oaks	Weddell ctr	Ahwanee ctr	70	100
Leota	Washington s/s	Polk ctr	70	92
Bryant	Poplar e/s	Henderson ctr	70	92
Bonneville	Kitimat	Franchere	70	92
Frontenac	Astoria	Bonneville	70	92
Langport Wy	Langport Dr	Homestead	70	92
Ormsby	Cascade	Cheyenne n/s	70	92
Ormsby	Cheyenne s/s	Owen Sound	70	92
Queen Charlotte	Kirkland	La Grande n/s	70	92
Loch Lomond Ct	Canary	ends n & s	70	92
Parkington	Knickerbocker	Bernardo w/s	70	92
Bantry Ct	Flicker	West end	70	92
Cranberry	Rockefeller	Tioconderoga	70	92
Dublin	Bittern	Floyd	70	92
Liverpool	Finch	Goldfinch	70	92
California Ave	San Anselmo e/s	Murphy west w/s	70	92
Madrone	Duane s/s	Arbor	70	92
Palm Ct	Erica	South end	70	92
Ahwanee	Borregas ctr	Alturas ctr	70	92
Ahwanee	Morse ctr	ctr d/e 580	70	92
Paintbrush	Henderson	Sugarpine e/s	70	92
Sumac	Populus w/s	Redwood	70	92
White Oak	Lily	City Limit s/pl 838	70	92
Castleton	Sage Hen w/s	Turnstone e/s	70	92
Gail	Blue Sage	Old San Francisco Rd n/s	70	92
Leighton	Nightingale	Peacock	70	92
Polk	Leota e/s	Portia e/s	70	92
Washington	City Limits	Bernardo w/s	70	92
Andover	Citron w/s	Grape	70	92
California Ave	Belmont/La Mesa Terr ctr	Pajaro ctr	70	92
Flora Vista	McKinley	South end	70	92
Lois	Knickerbocker s/s	Plymouth n/s	70	92
Cumulus	Svale/Stoga	East end	70	92
Spinosa	North end	Remington n/s	70	100
Elko	Lawrence Expwy e/s	Lawrence Station Rd ctr	70	92
San Gabriel	Kifer	North end	70	92
Winstead Ct	Hollenbeck	West end	70	92

# Streets Proposed for PCI Raising Projects for SWB1 and Other Funding Continued...

Road Name	Beg Location	End Location	PCI Untreated	PCI Treated
Ayala	Bernardo e/s	Leota s/n pole	70	92
Persian	Fox Hollow d/w ctr	Lawrence Expwy	70	92
Southwood	Bayview	Central	70	92
Wright	Helena ctr	Homestead n/s	70	100
Iberis Ct	Sweetbay	East end	70	92
Valelake Ct	Lakebird	South end	70	92
Mathilda	Indio ctr	California ctr	70	100
Maude	Macara ctr	Mary ctr	70	100
Stonylake Ct	Lakedale	South end	70	92
Pyrus	Haverhill	Knickerbocker	70	92
Heron	Homestead s/s	Selkirk ctr	70	100
Wolfe	El Camino Real s/s	Fremont ctr	70	100
Fremont	25 ft w/o Bernardo	Bernardo ctr	72	84
Homestead	Bernardo ctr	Wright ctr	73	83
Santa Christina Ct	Hemlock	South end	73	82
Uranium	Kifer	South end	73	82
Sandia	Havenwood ctr	Wildwood	74	83
Crocus Ct	Vinemaple	East end	74	83
Ahwanee	San Aleso ctr	Borregas ctr	74	83
Mercury	Midas s/s	Tiros n/s	74	83
Utica	Utica Ct n/s	Tilton 532 n/pl	74	85
Helena	Mary e/s	Kennewick ctr	74	83
Knickerbocker	Persimmon ctr	Hollenbeck w/s	74	85
Reamwood	Elko s/s	Tasman	75	83
Fair Oaks	Caliente ctr	Duane ctr	75	83
Mathilda	McKinley ctr	Iowa ctr	75	83
Mathilda	Washington ctr	McKinley ctr	75	83
Elko	Hammerwood ctr	East end	75	85
Elko	Lawrence Station Rd ctr	Anvilwood ctr	75	85
Greco	Crescent	North end	75	83
Manet	Puccini ctr	Fremont	75	83
Hiddenlake	Lakebird s/s	Lakehaven n/s	75	83
Santa Rita	Amador	Colusa	75	84
Eagle	Inverness	Langport s/s	75	84
Dartshire Ct	Dartshire	South end	75	84
Arbor	Bayview e/s	Morse w/s	75	84
Iris	Fair Oaks	Golden Oak w/s	75	84

## Streets Proposed for PCI Raising Projects for SWB1 and Other Funding Continued...

Road Name	Beg Location	End Location	PCI Untreated	PCI Treated
Bennington	Citron w/s	Grape	75	84
Potrero	Maude	Hermosa Ct	75	84
Bernardo	Evelyn n/o n/pl @ pge pole	Washington ctr	75	84
Eaglewood	San Diego e/s	Bayview	75	84
Lawrence Station Rd	Mt View/Alviso	Elko n/s	75	84
Payne Ct	Hillsboro	South end	75	84
Maude	Bayview ctr	Fair Oaks w/s	75	84
Mulberry	Lynn s/s	South end	75	84
Ross	Mathilda w/s	Hamlin Ct w/o	75	84
Maude	elec 26D14	Pastoria ctr	76	84
Mathilda	Ahwanee ctr	San Aleso ctr	76	84
Fair Oaks	Tasman ctr	Weddell ctr	76	84
Arques	Commercial ctr	Santa Trinita ctr	76	84
Reed	Timberpine ctr	Lawrence Expressway	76	86
Caribbean	Borregas ctr	Crossman ctr	76	87
Bernardo	McKinley ctr	Olive n/s	76	84
Arques	Lakeside ctr	Oakmead ctr	76	84
Oxbow Ct	Fremont	South end	76	86
California St	East end	Commercial e/s	76	86
Lakeknoll	Lakemuir	Silverlake	76	84
Sandia	Fairwood ctr	Havenwood ctr	76	84
Rosette Ct	Ponderosa	West end	76	84
Ecola	Barton w/s	Bedford e/s	76	84
Galloway Ct	Cascade	South end	76	84
Los Arboles	Fremont	Cascade	76	84
Dahlia Ct	Vinemale e/s	East end	76	84
Ahwanee	Mathilda e/s	San Aleso ctr	76	84
Orchid	Tamarack	East end	76	84
Tiros	Lakeside	Mercury e/s	76	84
Lakehaven	Meadowlake ctr	Silverlake ctr	76	86
Van Ct	Cherrywood	South end	76	85
Lakehaven	Hiddenlake ctr	Meadowlake ctr	76	85
Bernardo	Olive n/s	El Camino Real n/s	77	85
OSFR	Sunnyvale e/s	Carroll ctr	77	85
Reed	Evelyn	Timberpine ctr	77	87
Oakmead	Arques s/s	Central Expwy 53 ft n/o ctr is	77	85
Kilkenny Ct	Grosbeak	West end	77	85
Escalon	Ano Nuevo ctr	Mary	77	85
Iowa	Murphy ctr	Sunnyvale w/s	77	85

# Streets Proposed for PCI Raising Projects for SWB1 and Other Funding Continued...

Road Name	Beg Location	End Location	PCI Untreated	PCI Treated
Polk	Vasquez	Leota w/s	77	85
Chestnut	Stowell	West end	77	85
Cypress	Fair Oaks e/s	Britton	77	87
Midas	Lakeside	Mercury e/s	77	85
Svale/Stoga	Fremont ctr	Connemara/Cheyenne ctr	77	85
Wolfe	Arques ctr	Kifer ctr	77	85
San Pablo	Amador s/s	South end	77	85
OSFR	Bayview ctr	Cezanne ctr	78	86
Carlyn Ct	Olive	South end	78	88
Mathilda	Iowa ctr	Olive ctr	78	86
Sandia	Blazingwood ctr	Fairwood ctr	78	86
Bedford	Belleville	1401 Bedford n/pl	78	86
Taylor	Roosevelt e/s	Fair Oaks w/s	78	86
Nashua Ct	Savory	West end	78	86
Stella Ct	North end	South end	78	86
Gabilan	Washington	Lanitos e/s	78	86
Lanitos	Washington	Gabilan n/s	78	86
Lynn	Grape e/s	Mulberry w/s	78	86
Sutter	Sunset ctr	Pastoria	78	86
Iowa	Towncenter Lane/Taffee ctr	Murphy ctr	78	86
California Ave	Mary w/s	Rio De Los Molinos ctr	78	86
Arques	Lastreto	Fair Oaks w/s	78	86
Homestead	Linnet e/s	Wolfe ctr	79	88
Sunnyvale	Olive ctr	El Camino Real n/s	79	87
Sunnyvale	Hendy ctr	Evelyn n/s	79	87
Fair Oaks	Balsam ctr	Maude ctr	79	87
Morse	Ahwanee	Glendale n/s	79	87
Morse	Glendale n/s	Ferndale n/s	79	87
Manila	H St ctr	West City Limits	79	88
Evelyn	Fair Oaks e/s	Wolfe w/s	79	88
Blazingwood	Bridgewood s/s	Fairwood	79	87
Socorro	North End	Fairwood n/s	79	87
Svale/Stoga	El Camino Real s/s	Mathilda e/s	79	87
San Miguel	Amador s/s	Duane	79	87
Poplar	El Camino Real s/s	South end middle 1347	79	87
Elsona	Drysdale e/s	Astoria	79	87
Elsona Ct	Elsona	North end	79	87
Oak Ct	California	South end	79	87

# Streets Proposed for PCI Raising Projects for SWB1 and Other Funding Continued...

Road Name	Beg Location	End Location	PCI Untreated	PCI Treated
Summit Ct	Cherrywood	South end	79	87
Willow	French e/s overpass	Aster ctr	79	87
Ponderosa	Nettle ctr	Maria	79	87
Torrey	Columbine	Dahlia n/s	79	87
Freestone	Northumberland s/s	Plymouth	79	87
Sunnyvale	California ctr	Hendy ctr	79	88
Svale/Stoga	Alberta/Harwick ctr	Homestead city limit 35 s/o e	79	87
Manzanita	Duane s/s	Arbor n/s	79	87



# City of Sunnyvale

## Agenda Item

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18-0258

Agenda Date: 4/24/2018

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### REPORT TO COUNCIL

#### SUBJECT

Authorize the Issuance of a Purchase Order for Water Meters (F18-183)

#### REPORT IN BRIEF

Approval is requested to authorize the issuance of a purchase order for water meters to National Meter & Automation, Inc. (Badger Meter) of Centennial, Colorado in the amount of \$280,000. Approval is also requested to authorize the City Manager to extend the purchase order for five additional one-year periods, subject to available funding and acceptable pricing and services.

#### EXISTING POLICY

Pursuant to Section 2.08.040 of the Sunnyvale Municipal Code, City Council approval is required for contracts for the procurement of goods and services exceeding \$100,000 in any one transaction.

#### ENVIRONMENTAL REVIEW

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

#### BACKGROUND AND DISCUSSION

The Environmental Services Department regularly replaces existing meters and installs meters in new developments. Water meters are received, inventoried, and stocked at Central Stores and issued to Water Division employees on an as-needed basis. Most meters deployed throughout the City are equipped with an Electronic Radio Transmitter (ERT), a radio-based endpoint manufactured by Itron, Inc that transmits data from meters to a handheld receiver or a receiver in a utility vehicle.

The City has contracted with Badger Meter since 2010 as the result of a competitive bid process (RTC No. 10-284). The Badger Meter contract was extended in 2013 in order to conduct a residential pilot program using automated meter reading and monitoring through cellular technology intended to create meter reading efficiencies and give customers real time access to their water use data (RTC No. 13-250).

In 2015, an Invitation for Bids (IFB No. F16-26) was issued for water meters utilizing the ERT radio-reading technology. After extensive evaluation, staff recommended, and Council approved, rejecting all bids on April 5, 2016 (RTC No. 15-1092) and extending the current contract with Badger Meter through March 31, 2017. Council approved an additional extension of the contract through March 31, 2018 (RTC No. 17-0521). During this contract period, staff evaluated all available technologies on the market to determine the scope and cost of a city-wide "smart" meter implementation, which would allow the City to take advantage of the latest advances in electronic meter reading. After determining

that a city-wide implementation would cost between \$15 and \$20 million over a ten-year period, and that customer demand was not sufficient to make an investment that large, staff recommended that the City continue to increase automation of meter reading utilizing meters with radio-transmitting technology.

In February 2018, an Invitation for Bids (IFB No. F18-183) for the purchase of water meters was issued through the City's Onvia DemandStar public procurement network. Sealed bids were received and opened publicly on February 21, 2018. Three (3) responsive bids were received, with one of the vendors (Badger Meter) offering to provide the meter and ERT bundled together, as shown in Attachment 1 Bid Summary.

Meters preconnected to the endpoint are preferred because it saves staff time in the field, and ensures that the communication between the endpoint and the meter has been tested prior to shipment of the meter.

The IFB was structured to allow the award of a contract to a single bidder for the entire procurement or to multiple bidders by line item, in groups, or in phases. Therefore, it is recommended that Council authorize the issuance of one (1) purchase order to National Meter & Automation, Inc. (Badger Meter) for bundled meters and endpoints, while a second purchase order will be issued to Zenner Performance Meters, Inc (Zenner USA) for fire hydrant meters by the Purchasing Officer under the City Manager's award authority. Fire hydrant meters are meters used during construction to capture permitted water use from fire hydrants for construction activities like dust suppression.

### **FISCAL IMPACT**

Meter requirements and total costs vary from year to year depending upon a variety of factors. In an average year, meter purchases total approximately \$250,000. This level of expenditure is anticipated to continue, and potentially grow as meter reading automation is accelerated. Budgeted funds are available in Environmental Services Department Operating Program 360, Water Resources, and in Project 827180, Automation of Water Meter Reading. Meters can be purchased by authorized departments including the Finance Department Utility Billing Division and Central Stores, and the Department of Environmental Services Water Division up to the total contract amount. New developments purchase new meters and pay for corresponding infrastructure needed (i.e. vaults and covers). These revenues are accounted for in the Water Supply and Distribution Fund offsetting the expense incurred by new development. Regular meter replacements are funded through Water Service Fees.

### **Funding Source**

The Water Resources operating program and Automation of Water Meter Reading project are funded by the Water Supply and Distribution Fund.

### **PUBLIC CONTACT**

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

### **RECOMMENDATION**

- 1) Authorize the issuance of a blanket purchase order to National Meter & Automation, Inc.

(Badger Meter) for bundled meters and endpoints in the amount of \$280,000, in substantially the same form as Attachment 2 to the report; and

- 2) Authorize the City Manager to extend the contract for five additional one-year periods, subject to available funding and acceptable pricing and services.

Prepared by: Gregory S. Card, Purchasing Officer

Reviewed by: Timothy J. Kirby, Director of Finance

Reviewed by: Melody Tovar, Interim Director of Environmental Services

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

### **ATTACHMENTS**

1. Bid Summary

2. Draft Blanket Purchase Order



03/06/2018

City of Sunnyvale, California  
 Invitation for Bids No. F18-183  
 Water Meters  
 Bid Summary

Vendor Address  Phone Contact				National Meter & Automation, Inc. (Badger) 2250 Apollo Wy. #300 Santa Rosa, CA 95407 707-575-0700 Brian Helphand				Mueller Systems 10210 Statesville Blvd. Cleveland, NC 27013 704-278-2221 K. Anita Short		Zenner USA 15280 Addison Rd., Suite 340 Addison, TX 75001 972-386-6611 x125 Bernard Nance			
Bid Item	Description	Qty	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Item A.	Positive Displacement Multi-Jet Water Meters with Encoder-type Register and In-line Connector			Without ERT		With ERT		Without ERT		Without ERT		With ERT	
A1.	5/8" x 3/4"	1000	EA	91.31	91,310.00	161.91	161,910.00	75.00	75,000.00	60.65	60,650.00	NO BID	
				Badger M25 HRE				Hersey 420 Bronze		Zenner PMN02			
A2.	3/4"	300	EA	110.77	33,231.00	181.37	54,411.00	92.00	27,600.00	64.37	19,311.00	NO BID	
				Badger M35 HRE				Hersey 435 Bronze		Zenner PMN03			
A3.	1"	200	SET	138.20	27,640.00	208.80	41,760.00	127.00	25,400.00	88.15	17,630.00	NO BID	
				Badger M55 HRE				Hersey 452		Zenner PMN07			
A4.	1 1/2"	200	EA	272.36	54,472.00	342.96	68,592.00	260.00	52,000.00	211.06	42,212.00	NO BID	
				Badger M120 HRE				Hersey 562		Zenner PMN09			
A5.	2"	200	EA	378.77	75,754.00	449.37	89,874.00	340.00	68,000.00	260.66	52,132.00	NO BID	
				Badger M170 HRE				Hersey 572		Zenner PMN12			
	SUBTOTAL ITEM A				282,407.00		416,547.00		248,000.00		191,935.00		
Item B.	Class II Turbine Water Meters with Strainers, Encoder-type Register and In-line Connector												
B1.	1 1/2"	20	EA	621.31	12,426.20	691.91	13,838.20	346.50	6,930.00	394.99	7,899.80	NO BID	
				Badger T160 HRE				Alternative: Hersey MVR 100		Zenner PMTB01			
B2.	2"	20	EA	705.50	14,110.00	776.10	15,522.00	429.30	8,586.00	421.22	8,424.40	NO BID	
				Badger T200 HRE				Alternative: Hersey MVR 160		Zenner PMTB02			
B3.	3"	10	EA	801.60	8,016.00	872.20	8,722.00	787.05	7,870.50	865.98	8,659.80	NO BID	
				Badger T450 HRE				Alternative: Hersey MVR 350		Zenner PMTB03			
B4.	4"	10	EA	1,162.64	11,626.40	1,233.24	12,332.40	1,069.65	10,696.50	1,085.03	10,850.30	NO BID	
				Badger T1000 HRE				Alternative: Hersey MVR 650		Zenner PMTB04			
B5.	6"	5	EA	3,782.00	18,910.00	3,852.60	19,263.00	2,162.70	10,813.50	1,917.65	9,588.25	NO BID	
				Badger T2000 HRE				Alternative: Hersey MVR 1300		Zenner PMTB06			
B6.	8"	5	EA	5,480.33	27,401.65	5,550.93	27,754.65	NO BID		3,258.81	16,294.05	NO BID	
				Badger T3500 HRE						Zenner PMTB08			
	SUBTOTAL ITEM B				92,490.25		97,432.25		44,896.50		61,716.60		
Item C.	Compound Meter with Strainer, Encoder-type Register and In-line Connector												
C1.	3"	5	EA	2,885.50	14,427.50	3,026.70	15,133.50	NO BID		1,878.42	9,392.10	NO BID	
				Badger CSM 3" HRE						Zenner PMCB03			
C2.	4"	5	EA	3,857.26	19,286.30	3,998.46	19,992.30	NO BID		2,408.32	12,041.60	NO BID	

				Badger CSM 4" HRE						Zenner PMCB04		
C3.	6"	2	EA	5,294.30	10,588.60	5,435.50	10,871.00	NO BID		4,324.26	8,648.52	NO BID
				Badger CSM 6" HRE						Zenner PMCB06		
	SUBTOTAL ITEM C				44,302.40		45,996.80	NO BID			30,082.22	NO BID
Item D.	Combo Meter with Test Port											
D1.	8"	4	EA	5,184.75	20,739.00	5,325.95	21,303.80	NO BID		4,704.29	18,817.16	NO BID
				Badger Combo 8" HRE						Zenner PMC08		
	SUBTOTAL ITEM D				20,739.00		21,303.80					
Item E.	Reclaimed Water Meter, Disc and Turbo, Lavender											
E1.	1 1/2"	8	EA	282.59	2,260.72	353.19	2,825.52	353.70	2,829.60	211.06	1,688.48	NO BID
				Badger M120 RC HRE				Alternative: Hersey MVR 100 Reclaimed		Zenner PMNR09		
E2.	2"	8	EA	389.00	3,112.00	459.60	3,676.80	436.50	3,492.00	260.66	2,085.28	NO BID
				Badger M170 RC HRE				Alternative: Hersey MVR 160 Reclaimed		Zenner PMNR12		
E3.	3"	2	EA	734.08	1,468.16	804.68	1,609.36	NO BID		865.98	1,731.96	NO BID
				Badger T450 RC HRE						Zenner PMTBR03		
E4.	4"	2	EA	1,063.30	2,126.60	1,133.90	2,267.80	NO BID		1,085.03	2,170.06	NO BID
				Badger T1000 RC HRE						Zenner PMTBR04		
E5.	6"	2	EA	2,500.15	5,000.30	2,570.75	5,141.50	NO BID		1,917.65	3,835.30	NO BID
				Badger T2000 RC HRE						Zenner PMTBR06		
E6.	8"	2	EA	2,800.85	5,601.70	2,871.45	5,742.90	NO BID		3,258.81	6,517.62	NO BID
				Badger T3500 RC HRE						Zenner PMTBR08		
	SUBTOTAL ITEM E				19,569.48		21,263.88	NO BID	6,321.60		18,028.70	NO BID
Item F.	Fire Hydrant Meter, without Backflow											
F1.	3"	10	EA	715.17	7,151.70	785.77	7,857.70	575.00	5,750.00	350.06	3,500.60	NO BID
				Badger Fire Hydrant Meter 3" HRE				Hersey Hydrant Meter (Direct Read Register Only)		Zenner FHZ20		
	SUBTOTAL ITEM F				7,151.70		7,857.70				3,500.60	
Miscellaneous items, discount from list price:												
	Repair parts for meters			N/A				25%		40%		
	Meter accessories			13%				25%		40%		
	Test equipment			N/A				N/A		40%		
	Other meter sizes			N/A				N/A		40%		
Warranty replacements will be shipped within how many days?				21 days				10-20 days		14 days		
Standard delivery time after receipt of order?				48 days				30 days ARO		20-25 days		
Prompt payment terms offered				Net 30				2% 30 Days, Net 31		Net 30		

\* Bid received from Mueller Systems for Meters with ERT deemed non-responsive. Bidder failed to meet specifications.



<b>ORDERED FROM</b> 13562 - 001  Badger Meter Inc PO Box 245036 Milwaukee, WI 53224-9536  (800) 876-3837	<b>ORDER DATE</b>	<b>BILL TO:</b>  <b>City of Sunnyvale</b> <b>Finance Department</b> <b>Accounts Payable</b> <b>PO Box 3707</b> <b>Sunnyvale, CA 94088-3707</b>
	<b>EFFECTIVE DATE</b> 4/24/2018	
	<b>EXPIRATION DATE</b> 4/23/2019	
	<b>CONTRACT AMOUNT</b> \$280,000.00	
<b>REQUISITIONING DEPARTMENT</b> (3450) FIN/Central Stores	<b>FOB</b> SEE BELOW	<b>FREIGHT CHARGES</b> See below.
	<b>PAYMENT TERMS</b> N/30	<b>BID NO</b>

ITEM	DESCRIPTION	UNIT	UNIT COST
1	Blanket order for the purchase of water meters as required by the City of Sunnyvale for a one-year period in accordance with the specifications, terms and conditions and bidder's response of Invitation for Bids No. F18-183, which is incorporated herein by reference.  Miscellaneous supplies in additional to those listed on bid form may be purchased under this order, as required and as quoted.  Shipping: Bid items will ship FOB destination, freight included in price. Non-bid items will ship FOB destination prepaid and added.  Awarded by City Council _____, RTC No. 18-0258.  Requisition Number: RQ019192	DLR	\$1.0000

<b>AUTHORIZED DEPARTMENT(S)</b>		
NO	DEPT NAME	RELEASE AMT
3450	FIN/Central Stores	\$280,000.00
9023	ESD/Water	\$280,000.00

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

Pizano, Michael

**PHONE** (408) 730-7612

**FAX** (408) 730-7710



# City of Sunnyvale

## Agenda Item

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18-0281

Agenda Date: 4/24/2018

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### REPORT TO COUNCIL

#### SUBJECT

Award of Contract for Investment Management Services (F18-028)

#### REPORT IN BRIEF

Approval is requested to award a three-year contract in an amount not to exceed \$850,000 to Chandler Asset Management, Inc. (Chandler) to provide investment management services and authorize the City Manager to extend the contract up to two years, if pricing and service remain acceptable to the City.

#### EXISTING POLICY

Consistent with the provisions of Sunnyvale Municipal Code Section 2.08.040, contracts for the procurement of services are awarded pursuant to a Request for Proposals (RFP) process, unless otherwise exempt from competitive bidding. Further, City Council approval is required for contracts exceeding \$100,000 in any one transaction.

#### ENVIRONMENTAL REVIEW

The proposed actions are exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to Section 15378(b)(4) of the CEQA Guidelines (fiscal activities that do not involve commitment to any specific project that may result in a significant impact on the environment).

#### BACKGROUND

City funds needed for immediate disbursement are maintained in a liquid checking account and funds that are temporarily idle or not needed for disbursement are held in the City's pooled investment portfolio. Currently, staff passively manages the investment of the City's pooled portfolio in accordance with the City's Investment Policy. The City's Deferred Compensation Plan, the City's Retirement Plan, Other Post-Employment Benefits (OPEB) Trust, and debt issuance proceeds are not invested by City staff.

The City Council first adopted a policy governing the investment of City funds on July 30, 1985. The key provisions of the City's Investment Policy are: 1) safety of principal - being the foremost objective of the investment program; 2) liquidity - retaining sufficient short-term cash or investments to meet all operating requirements; and, 3) rate of return - obtaining a reasonable market rate of return based on consideration of the City's investment risk approach and cash flow needs. The City Council reviews and adopts the Investment Policy annually within 120 days of the end of the fiscal year to ensure its consistency with the overall objectives of preservation of principal, liquidity and return, and its relevance to current law and financial and economic trends. Also, the Investment Policy follows the Government Code and includes additional restrictions on some investments such as a lower allowable percentage per investment type or issuer than State law.

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

Although yields are gradually increasing for the last two years, they had been on a declining trend for almost a decade, reaching historically low levels in that duration. The City's investment strategy has been focused on making short-term investments in anticipation of rising interest rates and holding investments until maturity dates to avoid incurrence of losses that result from disposition of investments at market value lower than cost. For the past three years, the City's investment portfolio statistics are as follows:

<u>Fiscal Year</u>	<u>Investment Balance</u>	<u>Yield</u>	<u>Years-to-maturity</u>
2016/17	\$419,547,977	1.18%	1.08
2015/16	\$358,280,710	0.91%	1.15
2014/15	\$314,198,929	0.89%	1.38

On June 20, 2017, the City Council amended the 2017 Priority Advocacy Issues to support legislation to limit or eliminate direct or indirect investment of public funds to support the production of drilling of fossil fuels. Consequently, the Investment Policy now encourages investments that support sound environmental, social and governance (ESG) investing. While the portfolio may not be classified as an ESG portfolio, investments in entities that support community well-being through safe and environmentally sound practices and fair labor practices and equality of rights regardless of sex, race, age, disability, or sexual orientation is encouraged. Investments are discouraged in entities that manufacture tobacco products, firearms, or nuclear weapons and are direct or indirect investments to support the production or drilling of fossil fuels.

For compliance with these amendments to the Investment Policy, researching and selecting investments that meet the criteria of being socially responsible and environmentally conscious requires expertise that staff does not have. Additionally, the City's Investment portfolio balance reached \$419 million on June 30, 2017, an increase \$105 million (33.4%) during the last three fiscal years. Meeting the City's investment objectives, along with ESG investing goals and maximizing rate of return were factored in when staff started evaluating options for outsourcing the management of the investment portfolio. Generally, investment advisory and portfolio management firms have the specialized expertise, technology skills, and research tools necessary to achieve a higher rate of return and they can design and manage an investment portfolio that meet individual needs and preferences of public agencies and comply with applicable federal laws and California Government Codes.

## **DISCUSSION**

Request for Proposals No. F18-128 was issued on October 13, 2017 and was posted on the City's website. A total of nine firms submitted proposals. The proposals were reviewed by an evaluation

team consisting of staff from the Finance Department. The proposals were evaluated on proposer qualifications and experience, portfolio management experience, investment management approach, familiarity with reporting and proposal quality and content. Following the written evaluation process, Chandler Asset Management Inc., PFM Asset Management Group, and FTN Financial Main Street Advisors were invited for interviews on December 15, 2017. Throughout the evaluation process, Chandler demonstrated a high level of expertise, public sector experience, and research resources available to customize the portfolio in accordance with the City's investment objectives and ESG investing goals. Chandler's investment philosophy for the portfolio will be to maintain a conservative balanced portfolio that is focused on safety and liquidity first, then yield, while meeting ESG goals and preferences. This philosophy helps manage the portfolio in both increasing and decreasing interest rate environments. Other benefits of contracting with Chandler include:

- Proprietary software to ensure all transactions meet Government Code and the City's Investment Policy guidelines,
- Analysis of the City's cash flow needs,
- More active management of the City's investments,
- Access to market resources such as Bloomberg, Trade Web and proprietary optimizing models,
- Volume pricing optimization on transactions and other services,
- Monthly online reporting and monitoring tools for all transactions and current balances, and
- Continuity of the investment program regardless of changes or fluctuations in staffing levels or City personnel.

Chandler will provide monthly reporting, hold quarterly meetings to discuss quarterly results, and be available to present to Council as needed. Also, Chandler will be assisting staff with the annual update of the Investment Policy, which ultimately will be submitted for Council approval.

City staff further clarified the scope of work, expectations and pricing with Chandler and now recommends award based on their ability to provide the best value services.

### **FISCAL IMPACT**

Fees for investment management services are structured into the tier format below:

<u>Assets Under Management</u>	<u>Annual Asset Management Fee</u>	<u>Estimated Fee</u>
First \$100 million	0.08 of 1% (8 basis points)	\$80,000
Next \$100 million	0.06 of 1% (6 basis points)	\$60,000
Next \$ 50 million	0.04 of 1% (4 basis points)	\$20,000
Assets in-excess of \$250 million	0.04 of 1% (4 basis points)	

For example, if the City had \$450 million of assets under management with Chandler (approximate current balance), the total annual fees would be approximately \$240,000 of approximately 0.05% (five basis points). Staff expects Chandler to provide a greater portfolio return than the City currently earns, which will offset the fees to be paid. If Chandler increases the portfolio return by 0.20% or 20 basis points (on \$450 million under management) it would provide \$900,000 more in return. After fees are paid, the City could expect approximately \$660,000 more in return than it would have otherwise earned. The total contract spans three years at an estimated \$240,000 per year. Staff is requesting a not to exceed total of \$850,000 to account for

continued potential growth in the City's investment pool.

**PUBLIC CONTACT**

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

**STAFF RECOMMENDATION**

1) Award a three (3) year contract in the amount not to exceed \$850,000 to Chandler Asset Management, Inc. in substantially the same form as Attachment 1 to the report, and authorize the City Manager to execute the contract when all necessary conditions have been met; 2) authorize the City Manager to award a contract for two additional one-year periods, provided pricing and service remain acceptable to the City.

Prepared by: Inderdeep Dhillon, Finance Manager  
Reviewed by: Gregory Gard, Purchasing Officer  
Reviewed by: Timothy J. Kirby, Director, Department of Finance  
Reviewed by: Teri Silva, Assistant City Manager  
Approved by: Kent Steffens, City Manager

**ATTACHMENTS**

1. Draft Investment Management Agreement



**DRAFT CONSULTANT SERVICES AGREEMENT  
BETWEEN THE CITY OF SUNNYVALE  
AND CHANDLER ASSET MANAGEMENT, INC.  
FOR INVESTMENT MANAGEMENT SERVICES**

THIS AGREEMENT, dated \_\_\_\_\_, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and CHANDLER ASSET MANAGEMENT, INC. ("CONSULTANT").

WHEREAS, CITY is in need of investment management services for the City of Sunnyvale; and

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

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONSULTANT

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

2. Time for Performance

The term of this Agreement shall be one (3) years from the execution date, unless otherwise terminated. CONSULTANT shall deliver the agreed upon services to CITY as specified in Exhibit "A". Extensions of time may be granted by the City Manager upon a showing of good cause.

3. Duties of CITY

CITY shall supply a facility within CONSULTANT shall perform the required services, and a schedule for each of CONSULTANT'S classes during the term of this Agreement.

4. Compensation

CITY agrees to pay CONSULTANT as full compensation for the services rendered pursuant to this Agreement, the amounts set forth in Exhibit "B". Total compensation shall not exceed Eight Hundred Fifty Thousand and No/100 Dollars (\$850,000).

CONSULTANT shall submit invoices to CITY no more frequently than monthly for services provided to date. All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707. Payment shall be made within thirty (30) days upon receipt of an accurate, itemized invoice by CITY'S Accounts Payable Unit.

5. Ownership of Documents

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

6. Conflict of Interest

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

7. Confidential Information

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

8. Compliance with Laws

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

9. Independent Contractor

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

10. Indemnity

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

11. Insurance

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

12. CITY Representative

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

13. CONSULTANT Representative

Carlos Oblites, Senior Vice President, Portfolio Strategist shall represent CONSULTANT in all matters pertaining to the services and materials to be rendered under this Agreement; all requirements of CONSULTANT pertaining to the services or materials to be rendered under this Agreement shall be coordinated through the CONSULTANT representative.

14. Notices

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

To CITY:	Timothy J. Kirby Department of Finance CITY OF SUNNYVALE P. O. Box 3707 Sunnyvale, CA 94088-3707
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To CONSULTANT: Carlos Oblites  
Chandler Asset Management  
6225 Lusk Boulevard  
San Diego, CA 92121

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.

15. Assignment

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

16. Termination

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

17. Entire Agreement; Amendment

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

18. Governing Law, Jurisdiction and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict 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.

19. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision.

20. Additional Requirements

Additional requirement and are hereby agreed to in accordance with Exhibit "D".

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
("CONSULTANT")

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

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

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

Exhibit D  
Additional Requirements

1. Authority of Chandler. Chandler is hereby granted full discretion to invest and reinvest all assets under its management in any type of security it deems appropriate, subject to the instructions given or guidelines set by Representative.
2. Electronic Delivery. From time to time, Chandler may be required to deliver certain documents to Client such as account information, notices and required disclosures. Client hereby consents to Chandler's use of electronic means, such as email, to make such delivery. This delivery may include notification of the availability of such document(s) on a website, and Client agrees that such notification will constitute "delivery". Client further agrees to provide Chandler with Client's email address(s) and to keep this information current at all times by promptly notifying Chandler of any change in email address(s).

Client email address(s):

Inderdeep Dhillon [IDhillon@sunnyvale.ca.gov](mailto:IDhillon@sunnyvale.ca.gov)

Tim Kirby [TKirby@sunnyvale.ca.gov](mailto:TKirby@sunnyvale.ca.gov)

3. Proxy Voting. Chandler will vote proxies on behalf of Client unless otherwise instructed. Chandler has adopted and implemented written policies and procedures and will provide Client with a description of the proxy voting procedures upon request. Chandler will provide information regarding how Clients' proxies were voted upon request. To request proxy policies or other information, please contact us by mail at the address provided, by calling 800-317-4747 or by emailing your request to [info@chandlerasset.com](mailto:info@chandlerasset.com).
4. Custody of Securities and Funds. Chandler shall not have custody or possession of the funds or securities that Client has placed under its management. Client shall appoint a custodian to take and have possession of its assets. Client recognizes the importance of comparing statements received from the appointed custodian to statements received from Chandler. Client recognizes that the fees expressed above do not include fees Client will incur for custodial services.
5. Valuation. Chandler will value securities held in portfolios managed by Chandler no less than monthly. Securities or investments in the portfolio will be valued in a manner determined in good faith by Chandler to reflect fair market value.
6. Investment Advice. Client recognizes that the opinions, recommendations and actions of Chandler will be based on information deemed by it to be reliable, but not guaranteed to or by it. Provided that Chandler acts in good faith, Client agrees that Chandler will not in any way be liable for any error in judgment or for any act or omission, except as may otherwise be provided for under the Federal Securities laws or other applicable laws.

7. Payment of Commissions. Chandler may place buy and sell orders with or through such brokers or dealers as it may select. It is the policy and practice of Chandler to strive for the best price and execution and for commission and discounts which are competitive in relation to the value of the transaction and which comply with Section 28(e) of the Securities and Exchange Act. Nevertheless, it is understood that Chandler may pay a commission on transactions in excess of the amount another broker or dealer may charge, and that Chandler makes no warranty or representation regarding commissions paid on transactions hereunder.
8. Confidential Relationship. The terms and conditions of this Agreement, and all information and advice furnished by either party to the other shall be treated as confidential and shall not be disclosed to third parties except (i) as required by law, rule, or regulation, (ii) as requested by a regulatory authority, (iii) for disclosures by either party of information that has become public by means other than wrongful conduct by such party or its officers, employees, or other personnel, (iv) for disclosures by either party to its legal counsel, accountants, or other professional advisers, (v) as necessary for Chandler to carry out its responsibilities hereunder, or (vi) as otherwise expressly agreed by the parties.
9. Standard of Care. It is agreed that the sole standard of care imposed upon Adviser by this Agreement is to act with the care, skill, prudent, and diligence under the circumstances then prevailing that a prudent investment expert acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a no case be, or be interpreted to be, less stringent or less restrictive than any investment standard or standards, now in effect or included by amendment effective in the future, prescribed for investments by (State) law. While the Adviser will make a good faith effort to require brokers and dealers selected to effect Account transactions to perform their obligations, the Adviser shall not be responsible for any loss incurred because of any act or omission of any broker, dealer or custodian for the Account. The Adviser shall not act as a principal in sales and/or purchase of assets, unless the Adviser shall have received prior written approval from an Authorized Person for each such transaction. In maintaining its records, the Adviser does not assume responsibility for the accuracy of information furnished to Client by any other party. However, the Adviser shall cooperate with (entity) and the Custodian to reconcile the Account each month.
10. Investment Objectives and Restrictions. Client has specified in Schedule A the investment restrictions and limitations which govern the Account. It will be the Client's responsibility to inform the Adviser in writing of any changes or modifications in the investment objectives of the Account as well as any additional investment restrictions and limitations applicable thereto and to give the Adviser prompt written notice if Client deems any investment made for the Account to be in violation of such objectives or restrictions and limitations. The Adviser agrees to communicate its investment strategy for the Account and any changes thereto, in writing, to the Client, and, if necessary, to meet with the Client to review the Account's investment activity or to advise of changes in the Adviser's investment strategy.
11. Services to Other Clients. It is understood that the Adviser performs investment management services for other clients. The Client agrees that the Adviser may direct and take action with respect to any activity of its clients which may differ from



the direction or the timing or nature of action taken with respect to the Account so long as it is the Adviser's policy, to the extent practical, to allocate investment opportunities to the Account over a reasonable period of time on a fair and equitable basis relative to other clients. It is understood that the Advisor shall not have any obligations to purchase or sell for the Account any security which the Advisor, its principles, affiliates or employees may purchase or sell or Advisor's good faith opinion such transaction or investment appears unsuitable, impractical or undesirable of the Account.

12. Rescission. The Client acknowledges receipt of Form ADV Part II which accompanies this Agreement. The Adviser acknowledges that, notwithstanding the foregoing Paragraphs hereof, the Client shall have a unilateral right to rescind this Agreement without penalty by giving written notice of rescission to the Adviser in accordance with this Agreement in such a manner that the notice shall have been received by the Adviser within five (5) business days next following the execution of this Agreement. For purposes of this Paragraph, the term "business days" shall mean Monday through Friday, excluding holidays. In the event the Client rescinds this Agreement in accordance with this Paragraph neither party shall have any obligation or liability to the other. Client further acknowledges receipt of Chandler's Privacy Policy, as required by Regulation S-P.

**Exhibit A**  
**Detailed Scope of Work**

1. Provide full-time, investment management services in accordance with the City's Investment Policy.
2. Assist with reviewing and recommending any appropriate amendments to the City's Investment Policy at the outset of the contract term, and assist with the annual review and update of the Investment Policy.
3. Assist the City with developing an appropriate cash flow model to minimize balances held in highly liquid but low interest accounts.
4. Assist the City with maturity analysis.
5. Perform analysis and review investments for compliance to the City's goal of social and environmental responsibility, including, but not limited to the exclusion of investments that directly or indirectly support the production or drilling of fossil fuels.
6. Work with the City's third party custodian (currently Union Bank) for safekeeping of securities and provide any services required to execute and settle investment trades.
7. Establish and recommend appropriate investment benchmarks.
8. Provide detailed monthly reports of investment portfolio activity, performance, holdings monthly, type, maturity, broker, duration, and benchmark comparable. Provide monthly and quarterly reports to Council as required by the Investment Policy and annual portfolio performance reports based on the City's Investment Policy, quarterly period close and fiscal year.
9. Be available to Finance Department staff in a timely manner by telephone or email and meet with and provide information to Finance Department staff upon request, and if requested, to other interested parties such as the Investment Committee, City Council and/or City Manager.
10. Provide assurance of portfolio compliance with all federal and State of California laws as well as ordinances, resolutions, and policies of the City relating to the investment of public funds.
11. Annually perform due diligence reviews of the broker/dealers, custodian bank, and financial institutions utilized by the City and provide supporting documentation to the City.

12. The selected firm will not act as a custodian of assets in the account or have possession of any such assets.
13. The selected firm will act as a fiduciary agent to the City, serving as an independent advisor to represent the best interests of the City.
14. Demonstrate independence from any financial institution or securities brokerage firm, or fully disclose any such relationships relevant to qualified investments for public sector entities.



- a. **Provide a comprehensive fee proposal outlining any one-time, up-front, and ongoing fees for all services including, but not limited to, asset allocation recommendations, asset management, funding analysis, trust document and trustee/custodial services including asset-based and fixed fees, and any investment or consulting services fees.**

Chandler Asset Management is pleased to provide comprehensive investment management services to the **City of Sunnyvale** as described in the City's *Scope of Services* and Chandler's proposal herein in accordance with the following fee schedule:

**Proposed Fee Schedule for  
the City of Sunnyvale**

<b>Assets Under Management</b>	<b>Annual Asset Management Fee</b>
First \$100 million	0.08 of 1% (8 basis points)
Next \$100 million	0.06 of 1% (6 basis points)
Assets over \$200 million	0.04 of 1% (4 basis points)

Based on an account size of \$360 million, the annual fee would be **5.67 basis points** (0.0567 of 1%), for an effective dollar fee of \$204,000 per annum.

Fees are based on the amount of assets under management and are not based on transaction volume. Management fees will accrue as long as there are assets in the portfolio, even if there is no activity during the period. Since the firm calculates fees based on the average balance of assets under our direct management (market value including accrued interest), fees will fluctuate based on portfolio value. Fees are charged monthly in arrears, and can be debited directly from your third party custody account.

Our proposed fee schedule is all-inclusive for the services that Chandler provides, including full time investment management, technological resources, online access to the *Chandler Client Portal*, comprehensive reporting, meetings, personal visits, and educational offerings for your staff, as well as the additional services described herein in Chandler's proposal.

Our fee schedule does not include charges that the City would incur for third party custodial services.

Chandler does not charge fees on funds held in Local Government Investment Pools and other vehicles not directly under our management.

- b. **Provide a fee proposal based on Average Assets Under Management of between \$250 million to \$500 million with a breakdown of fees**

To illustrate the fees assessed to the City at different AUM levels, we have calculated below the fees per annum for a \$250 million, \$350 million, \$450 million and \$500 million portfolio:



Pursuant to the above proposed tiered fee schedule based on Average Assets Under Management, we have calculated below the fees per annum for portfolios from \$250 million to \$500 million:

Portfolio AUM (\$millions)	Fee in Basis Points	Total Annual Fee
\$250 million	6.40 basis points	\$160,000
\$350 million	5.71 basis points	\$200,000
\$450 million	5.33 basis points	\$240,000
\$500 million	5.20 basis points	\$260,000

**c. List the expense ratios of funds/portfolio available.**

None. Chandler manages separate portfolios comprised of individual securities, and does not use mutual funds or portfolios with embedded fees or expense ratios.

**d. List in detail any minimum investment period, surrender, withdrawal, or deferred sales charges within your products.**

None. There is no minimum investment period or deferred sales charges, nor are there fees assessed for surrender or withdrawal of funds from Chandler's management.

**e. Describe any fee related to the transfer of assets and restrictions or costs related to termination of a contract with your firm.**

None. There are no fees related to the transfer of assets into or out of Chandler's management, nor are their restrictions or costs related to termination of a contract with the firm.

## INSURANCE REQUIREMENTS FOR CONSULTANTS

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Consultant, his agents, representatives, or employees.

Minimum Scope and Limits of Insurance. Consultant shall maintain limits no less than:

1. **Commercial General Liability:** \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form CG 0001 or equivalent is required.
2. **Automobile Liability:** \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 or equivalent is required.
3. **Workers' Compensation** Statutory Limits and **Employer's Liability:** \$1,000,000 per accident for bodily injury or disease.
4. **Errors and Omissions** Liability Insurance appropriate to the Consultant's Profession: \$1,000,000 per occurrence.

### Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared and approved by the City of Sunnyvale. The consultant shall guarantee payment of any losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention.

### Other Insurance Provisions

The **general liability** policy shall contain, or be endorsed to contain, the following provisions:

1. The City of Sunnyvale, its officials, employees, agents and volunteers are to be covered as additional insureds with respects to liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, employees, agents or volunteers.
2. For any claims related to this project, the Consultant's insurance shall be primary. Any insurance or self-insurance maintained by the City of Sunnyvale, its officers, officials, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Sunnyvale, its officers, officials, employees, agents or volunteers.
4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Sunnyvale.

### Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A:VII, unless otherwise acceptable to the City of Sunnyvale.

### Verification of Coverage

Consultant shall furnish the City of Sunnyvale with original a Certificate of Insurance effecting the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the City of Sunnyvale prior to commencement of work.



# City of Sunnyvale

## Agenda Item

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18-0333

Agenda Date: 4/24/2018

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### REPORT TO COUNCIL

#### **SUBJECT**

Reject Bids Received for Washington Park Playground Surface Removal and Replacement (F18-185)

#### **REPORT IN BRIEF**

Council approval is requested to reject all bids received in response to Invitation for Bids (IFB) #F18-185 for Washington Park Playground Surface Removal and Replacement. The lowest bid is non-responsive due to license deficiency, and the second bid is significantly higher than the available budget.

#### **EXISTING POLICY**

Pursuant to Section 2.08.140 (b) of the Sunnyvale Municipal Code, City Council approval is required to reject public works construction bids, in whole or in part, bids in excess of one hundred thousand dollars (\$100,000).

#### **ENVIRONMENTAL REVIEW**

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

#### **BACKGROUND AND DISCUSSION**

This project will remove and dispose of all existing poured-in-place playground surfacing. Thermo Plastic Vulcanized (TPV) Rubber is to be poured in place to replace the playground surface area of approximately 3,285 square feet as referenced in the plans and as directed by the City.

An IFB was issued on January 24, 2018, with two bids received on February 21, 2018. McNabb Construction Inc. submitted a bid in the amount of \$107,877.00 and Spectraturf submitted a bid in the amount of \$67,588.55 as detailed in Attachment 1. After reviewing the Spectraturf bid, staff determined they did not possess a Class A license as specified and required in the IFB. Therefore, Spectraturf's bid is deemed nonresponsive because they did not possess the required license at the time of bid. McNabb Construction Inc. bid is considerably higher than the available budget of \$55,000, for this project.

Upon rejection of bids, staff will rebid the project in order to meet the desirable construction window of late spring/early summer.

#### **FISCAL IMPACT**

No fiscal impact results from the rejection of bids.

**PUBLIC CONTACT**

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

**RECOMMENDATION**

Reject all bids received in response to IFB #F18-185 for Washington Park Playground Surface Removal and Replacement.

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

**ATTACHMENTS**

1. Bid Summary



<b>Invitation for Bids No . F18-185</b>				<b>Spectraturf</b>		<b>McNabb Construction Inc</b>	
<b>Washington Park Playground Surface Removal &amp; Replacement</b>				<b>555 S. Promenade Ave #103</b>		<b>3527 Mt. Diablo Blvd #306</b>	
				<b>Corona, CA 92879</b>		<b>Lafayette, CA 94549</b>	
<b>A. Base Bid Item</b>				<b>Elizabeth Anderson</b>		<b>David McNabb</b>	
<b>BID ITEMS</b>		<b>UOM</b>	<b>QTY</b>	<b>Unit Price</b>	<b>Total</b>	<b>Unit Price</b>	<b>Total</b>
1	Remove and dispose of 3,285 SF of existing poured-in-place playground surfacing	SF	3,285	\$3.04	\$9,986.40	\$11.20	\$36,792.00
2a	Area 1: 893 SF- Uniform Thickness to full hight of playground and provide 0 .05-1.5 MM standard color Thermo Plastic Vulcanized (TPV) Rubber granules mixed with Aliphatic Resin.  Standard colors: RH-01 Red, RH-10 Green, RH-20 Blue and RH-30 Beige	SF	893				
				\$16.99	\$15,172.07	\$21.00	\$18,753.00
2b	Area 2: (ship wreck) 1,042 SF - Uniform Thickness to full hight of playground and provide 0 .05-1.5 MM standard color Thermo Plastic Vulcanized (TPV) Rubber granules mixed with Aliphatic Resin.  Standard colors: RH-01 Red, RH-10 Green, RH-20 Blue and RH-30 Beige	SF	1,042				
				\$16.99	\$17,703.58	\$21.00	\$21,882.00
2c	Area 3: 1,350 SF - Uniform Thickness to full hight of playground and provide 0 .05-1.5 MM standard color Thermo Plastic Vulcanized (TPV) Rubber granules mixed with Aliphatic Resin.  Standard colors: RH-01 Red, RH-10 Green, RH-20 Blue and RH-30 Beige	SF	1,350				
				\$16.99	\$22,936.50	\$21.00	\$28,350.00
3	Drop Testing	LS	1	\$1,790.00	\$1,790.00	\$2,100.00	\$2,100.00
	<b>BID TOTAL</b>				<b>\$67,588.55</b>		<b>\$107,877.00</b>
<b>B. Optional Materials</b>							
3	Add graphic to shipwreck areas as per original plans 1042 SF	SF	1,042	2.46	\$2,563.32	2.8	\$2,917.60
	Primary License			D-12		A, B, C27, C46, D12, D34	
	Subs			Safe 2 Play		Robertson Industries, Inc	
				Playground Inspection Service			
Spectraturf's bid is deemed nonresponsive because they did not possess the required license at the time of bid							



# City of Sunnyvale

## Agenda Item

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18-0341

Agenda Date: 4/24/2018

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### REPORT TO COUNCIL

#### **SUBJECT**

Countywide AB 939 Fee and Household Hazardous Waste Agreements for FY 2018/19 through 2020/21

#### **BACKGROUND**

Household Hazardous Waste (HHW) services are provided to Sunnyvale residents by way of the Countywide HHW Program. Services include quarterly drop-off events held at a Sunnyvale location as well as events held at other permanent and temporary locations in the County.

As a reminder, up until June 2015, the County held a monthly HHW event at 164 Carl Road. Due to the Water Pollution Control Plant (WPCP) expansion project, the Carl Road location was closed, and beginning in July 2015, the County began providing quarterly Sunnyvale events at the City's Corporation Yard on Commercial Street. Residents continue to be able to dispose of HHW at frequent HHW events held throughout the county at both permanent and temporary locations.

The City's cost for participation in the HHW program is paid from two sources: (1) revenues from the Countywide AB 939 Fee, a fee charged on every ton of Sunnyvale solid waste disposed, and (2) a direct payment from the City for resident use above a baseline level of four percent participation.

The revenue from the fee must be used to implement programs and services designed to meet the requirements of AB 939, the state mandate that local jurisdictions reduce the amount landfilled by 50% (from the baseline year of 1990) and reduce the amount of household hazardous waste that is improperly disposed. The collection, distribution, and use of the fee are governed by Agency Agreements between the County of Santa Clara and the 15 cities in the county. The current agreement with the County was approved by the City Council on April 28, 2015 (RTC No. 15-0290), and will expire on June 30, 2018.

#### **EXISTING POLICY**

General Plan Chapter 7, Goal EM-15: Environmentally-Sound Disposal - Dispose of solid waste in an environmentally sound, dependable and cost-effective manner.

#### **ENVIRONMENTAL REVIEW**

The action being considered is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15061 (b) (3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment, where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The action being considered also does not constitute a "project" with the meaning of the 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 two agreements have specific purposes and funding mechanisms:

### **AB 939 Fee Agreement**

The AB 939 Fee is divided into two parts:

- 1) A Program Fee of \$1.50 per ton. Fee revenues are passed back to each jurisdiction to help pay the cost of preparing, adopting and implementing integrated waste management plans.
- 2) A Household Hazardous Waste Fee of \$2.60 per ton, with revenues used to pay for HHW services.

Policy oversight is provided by the Santa Clara County Recycling and Waste Reduction Commission (RWRC). Councilmember Griffith represents the SMaRT Station® cities (Mountain View, Palo Alto and Sunnyvale) on the RWRC.

The County has collected the AB 939 Fee on behalf of all jurisdictions within the County since July 1992. No change in the amount of the fee is recommended during the next three fiscal years.

### **Countywide HHW Program Agreement**

The HHW portion of the AB 939 Fee pays for program participation at a baseline level of four percent of households. Cost for participation beyond baseline is augmented by each jurisdiction. The need to possibly change the augmentation amount from year to year and even toward the end of each fiscal year of the agreement arises from several variables, including resident participation levels, the amount of garbage generated and disposed (which generates fee revenues for the HHW Program) both within Sunnyvale and countywide, and changes in the HHW Program's costs (e.g., for disposal of wastes collected).

Staff is recommending that Council set the FY 2018/19-2020/21 augmentation amount at \$61,200. Prior to FY2015/16, the augmentation amounts were more than \$200,000 per year, reflecting seven to nine percent household participation rates. But after the monthly event site at 164 Carl Road closed and the HHW Program moved to quarterly events at the Corp Yard, the participation dropped off substantially. The current augmentation amount reflects the HHW Program's expectation that 4.6 percent of Sunnyvale households will participate per year, a slight increase from the previous two years' participation of 3.2 and 3.4 percent. Participation has been slowly increasing as residents become accustomed to the new event locations and dates.

For each year of the agreements, County staff will estimate augmentation amounts for each City based on then-current information on participation, garbage disposal quantities and fee revenues, and program operating expenses. Staff is recommending that Council continue to delegate to the City Manager the authority to approve changes to the augmentation amount and that Council, as in previous years, continues to delegate to the City Manager the authority to approve an increase of up to 20 percent in the augmentation amount.

## **FISCAL IMPACT**

There is no new fiscal impact. The recommended actions meet the current level of service to

Sunnyvale residents and are consistent with the funding level appropriated in the Solid Waste Management program budget.

**PUBLIC CONTACT**

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

**RECOMMENDATION**

1. Authorize the City Manager to execute the Agency Agreement for Countywide AB 939 Fee and the Agency Agreement for Countywide Household Hazardous Waste Collection Program, with an augmentation amount of \$61,200.
2. Authorize the City Manager to execute annual amendments to the Countywide HHW Collection Program Agreement and the authority to approve an increase of up to 20 percent in the augmentation amount.

In order to continue to collect the AB 939 fee and distribute its revenues to the cities after June 30, 2018, each city and the County must act to approve the Countywide AB 939 Implementation Fee Agreement (Attachment 1).

Sunnyvale has relied exclusively on the Countywide HHW Program for service to City residents for the past eleven years and customer satisfaction with the service has been high.

Prepared by: Karen Gissibl, Environmental Programs Manager

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

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

**ATTACHMENTS**

1. Agency Agreement for Countywide AB 939 Implementation Fee
2. Agency Agreement for Countywide Household Hazardous Waste Collection Program.

**AGREEMENT FOR COUNTYWIDE  
AB939 IMPLEMENTATION FEE**

This Agreement is made by and among the Cities and Towns of Campbell, Cupertino, Gilroy, Los Altos, Los Altos Hills, Los Gatos, Milpitas, Morgan Hill, Monte Sereno, Mountain View, Palo Alto, San José, Santa Clara, Saratoga, and Sunnyvale (CITIES) and the County of Santa Clara (COUNTY) on the \_\_\_\_\_ day of \_\_\_\_\_ 2018. The term CITIES may refer to Cities collectively or a City individually.

**RECITALS**

WHEREAS, pursuant to Public Resources Code Section 41901, a city, county, or city and county may impose fees in amounts sufficient to pay the costs of preparing, adopting, and implementing an integrated waste management plan;

WHEREAS, the Board of Supervisors established the Countywide AB939 Implementation Fee effective July 1, 1992 to fund local costs of preparing, adopting, and implementing integrated waste management plans and programs;

WHEREAS, the Recycling and Waste Reduction Commission of Santa Clara County (“Commission”) has determined that a Countywide AB939 Implementation Fee (Fee) is necessary, pursuant to Public Resource Code 41901, to assist in funding the costs of preparing, adopting and implementing integrated waste management plans and programs in the fifteen cities and the unincorporated area of the county;

WHEREAS, in 2015, the Board of Supervisors approved the Fee for Fiscal Years 2016, 2017, and 2018 at \$4.10 per ton of waste to be disposed;

WHEREAS, the Commission hereby recommends that the Board approve the Fee for Fiscal Years 2019, 2020, and 2021 at \$4.10 per ton of waste to be disposed;

WHEREAS, the Fee shall be imposed on each ton of waste landfilled or incinerated within the County; received at any non-disposal or collection facility located within the County and subsequently transported for disposal or incineration outside of the County; collected from any location within the County by a solid waste hauler operating pursuant to a franchise, contract, license, or permit issued by any local jurisdiction and subsequently transported for disposal or incineration outside of the County; or removed from any location in the County by any person or business for disposal or incineration outside the County; and

WHEREAS, State law requires jurisdictions to plan and implement household hazardous waste (HHW) services; and

WHEREAS, HHW programs provide household hazardous waste management services to residents of Santa Clara County and are necessary services to enable jurisdictions to meet the requirements of State law; and

WHEREAS, jurisdictions in Santa Clara County desire to provide safe, convenient, and economical means for residents to properly dispose of household hazardous wastes in an environmentally safe manner in order to avoid unauthorized or improper disposal in the garbage, sanitary sewer, storm drain system, or on the ground, in a manner which creates a health or environmental hazard. These wastes include, but are not limited to, common household products such as household cleaning products, furniture polish, solvents, oven cleaner, pesticides, oil based paints, motor oil, antifreeze, fluorescent lamps, and batteries; and

WHEREAS, the County will collect the Fee on behalf of the fifteen cities and the unincorporated area and will apportion the Fee according to the terms of this Agreement.

NOW, THEREFORE, CITIES and COUNTY AGREE AS FOLLOWS:

## **1. PURPOSE**

The purpose of this Agreement is to state the terms and conditions under which the COUNTY will collect and distribute the Fee of \$4.10 per ton in Fiscal Years 2019, 2020 and 2021 of waste to be disposed. The Fee is divided into two parts: 1) a Program Fee of \$1.50 per ton to assist in funding the costs of preparing, adopting, and implementing the integrated waste management plan in the fifteen cities and the unincorporated area of the County; and 2) a Household Hazardous Waste (HHW) Fee of \$2.60 per ton to provide funding to implement the Countywide HHW Program. The Program Fee will be allocated among jurisdictions as described in Exhibit C, attached hereto and incorporated herein. The HHW Fee will be allocated to the COUNTY, CITIES, and Countywide HHW Program and participating jurisdictions as described in Exhibit C, attached hereto and incorporated herein. The Fee shall be imposed on each ton of waste landfilled or incinerated within the County; received at any non-disposal or collection facility located within the County and subsequently transported for disposal or incineration outside of the County; collected from any location within the County by a solid waste hauler operating pursuant to a franchise, contract, license, or permit issued by any local jurisdiction and subsequently transported for disposal or incineration outside of the County; or removed from any location in the County by any person or business for disposal or incineration outside the County. Non-Disposal Facilities are defined as those facilities included in the County of Santa Clara Non-Disposal Facility Element (and subsequent amendments to that Element) and are listed in Exhibit A, attached hereto and incorporated herein.

## **2. SERVICES PROVIDED BY COUNTY**

COUNTY will collect and distribute the Fee. COUNTY will collect the Fee from landfills and non-disposal facilities listed in Exhibit A, and any landfill or non-disposal facility subsequently permitted, on a quarterly basis using data from tonnage reports filed by landfill and non-disposal facility operators with the County Recycling and Waste Reduction Division. The COUNTY shall require each landfill and non-disposal facility to submit required payment, documentation of tonnages disposed, and state-mandated Disposal Reporting System Reports on a quarterly basis, within 45 days of the end of each calendar quarter. Late submissions and/or payments shall be subject to a late filing penalty and delinquent penalties. COUNTY will research Santa Clara County tonnage reported to COUNTY by landfills outside the COUNTY in significant

amounts to determine the identity of the hauler. That hauler will subsequently be billed in the same fashion subject to the same penalties as mentioned above. Collected funds and any late filing payments and delinquency penalties shall be distributed to CITIES and Countywide HHW Program based on the formula set forth in Exhibits B and C. COUNTY shall not be obligated to distribute funds that COUNTY has been unable to collect from landfill or non-disposal facility operators.

### **3. ROLE OF CITIES**

CITIES shall review the Disposal Reporting System Reports as prepared and submitted by the COUNTY and within 30 days of receipt shall report to COUNTY, with appropriate documentation, errors in waste allocations among jurisdictions.

### **4. COLLECTION AND USE OF FEE**

Each ton of waste will be subject to the Fee. Best efforts will be made to prevent tonnage from being assessed a double fee (once at a non-disposal facility and again at a landfill within Santa Clara County). The Program Fee funding share paid to CITIES shall be used to assist in funding the costs of preparing, adopting, and implementing the integrated waste management plan of each of the CITIES and the unincorporated area of the COUNTY. The HHW Fee portion shall assist in funding the costs of each of the CITIES share of HHW operations.

### **5. INSURANCE**

Each party shall maintain its own insurance coverage, through third party insurance, self-insurance or a combination thereof, against any claim, expense, cost, damage or liability arising out of the performance of its responsibilities pursuant to this Agreement. CITIES agree to provide evidence of such insurance to COUNTY via Certificate of Insurance or other documentation acceptable to the COUNTY upon request.

### **6. INDEMNIFICATION**

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between CITIES and COUNTY pursuant to Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead the parties agree that each of the parties hereto shall fully indemnify and hold each of the other parties harmless from any claim, expense or cost, damage or liability arising out of, or in connection with, performance of its responsibilities pursuant to this Agreement and as described in Exhibit D.

Additionally, CITIES shall indemnify, hold harmless, and defend COUNTY, its officers, agents, and employees with respect to any loss, damage, liability, cost or expenses, including attorney fees and court costs, arising from any misuse of the Fee distributed to CITIES. COUNTY shall indemnify, hold harmless, and defend CITIES, its officers, agents, and employees with respect to any loss, damage, liability, cost or expenses,

including attorney fees and court costs, brought by third parties based on COUNTY's sole negligence in the collection or distribution of said Fees.

## **7. DISTRIBUTION OF FEE**

COUNTY shall distribute the Fee to CITIES and the Countywide HHW Program pursuant to the formulas described in Exhibits B and C within 45 days of receipt of landfill and non-disposal facility payments and disposal documentation required for calculation of Fee distribution amounts. Distributions shall begin December 15, 2018, and continue quarterly through October 15, 2021.

## **8. PARTICIPATION IN THE COUNTYWIDE HHW PROGRAM**

CITIES, at their option, may individually participate in the Countywide HHW Program by entering into the AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM.

## **9. LATE PAYMENTS**

If Fee payments and disposal documentation are not received from landfill or non-disposal facility operators prior to scheduled distribution of payments to CITIES and the Countywide HHW Program, payment distribution shall be calculated on a pro rata share of monies received. Upon collection, late payments and accrued delinquent penalties, if any, shall be distributed among CITIES and the Countywide HHW Program according to the formula in Exhibits B and C.

## **10. ACCOUNTING**

COUNTY shall maintain records of all transactions related to collection, use and distribution of the Fee for at least five (5) years after the termination date of this Agreement, unless otherwise required by law to retain such records for a longer period. Such records will be available for inspection upon written request by CITIES, and will include but not be limited to tonnage reports submitted by landfills and non-disposal facilities, waste stream documentation provided by cities, payments made by the landfills and non-disposal facilities to the COUNTY and by the COUNTY to CITIES, and expenditures for programmatic and overhead costs.

## **11. REQUEST FOR REVIEW**

In the event CITIES have a dispute regarding the calculation of its share of the Fee or the distribution or use of the Fee, CITIES may request in writing a review by COUNTY within 10 days of receipt of their Fee allocation. The review shall be performed within 30 days of request and results shall be reported to CITIES in writing.



## 12. EFFECTIVE DATE OF AGREEMENT

This agreement is effective upon approval by all fifteen CITIES and the COUNTY.

## 13. AMENDMENT

This Agreement may be amended only by a written instrument signed by all fifteen CITIES and the COUNTY.

## 14. INDEPENDENT CONTRACTOR

Each party shall perform responsibilities and activities described herein as an independent contractor and not as an officer, agent, servant or employee of any of the parties hereto. Each party shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Nothing herein shall be considered as creating a partnership or joint venture between the parties.

## 15. TERM OF AGREEMENT

The term of this Agreement shall be from July 1, 2018 to June 30, 2021, or until all funds collected covering the period through June 30, 2021 have been distributed, whichever is later. COUNTY shall bill the operators of the landfills and non-disposal facilities listed in Exhibit A for the Fee commencing with the Quarter ending September 30, 2018. Said landfills and non-disposal facilities will be billed for the Fee through June 30, 2021.

## 16. NOTICES

All notices required by this Agreement will be deemed given when in writing and delivered personally or deposited in the United States mail, postage prepaid, return receipt requested, addressed to the other party at the address set forth below or at such address as the party may designate in writing in accordance with this section.

City of \_\_\_\_\_

Contact: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

County of Santa Clara

Contact: Recycling and Waste Reduction Division Manager  
Recycling and Waste Reduction Division

Address: 1555 Berger Drive, Suite 300

City: San Jose, CA 95112

## **17. CONTROLLING LAW**

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

## **18. ENTIRE AGREEMENT**

This document embodies the entire Agreement between the parties with respect to the subject matter hereof. No modification of this Agreement shall be effective unless and until modification is evidenced by writing signed by all parties or their assigned designees.

## **19. COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

## **20. CONTRACT EXECUTION**

Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the County.

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IN WITNESS WHEREOF, the parties have executed this **AGENCY AGREEMENT  
FOR COUNTYWIDE AB939 IMPLEMENTATION FEE** on the dates as stated below:

“COUNTY”

\_\_\_\_\_  
S. Joseph Simitian, President  
Board of Supervisors

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Megan Doyle Date  
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY:



3/22/2018

\_\_\_\_\_  
Xavier Carrasco Date  
Deputy County Counsel

“CITY”

CITY/TOWN OF \_\_\_\_\_,  
A municipal corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT A**

### **LANDFILLS LOCATED IN SANTA CLARA COUNTY**

Guadalupe Rubbish Disposal Site  
Kirby Canyon Sanitary Landfill  
Newby Island Sanitary Landfill  
Zanker Materials Processing Facility  
Zanker Road Landfill

### **NON-DISPOSAL FACILITIES AND TRANSFER STATIONS LOCATED IN SANTA CLARA COUNTY**

California Waste Solutions Recycling & Transfer Station  
City of Palo Alto Green Composting Facility  
Environmental Resource Recovery, Inc. (Valley Recycling)  
Green Earth Management LLC Kings Row Recycling Facility  
Green Waste Materials Facility and Transfer Station  
Green Waste Recovery Facility  
Guadalupe Landfill  
Lam Hauling Chipping and Grinding  
Lam Hauling Inert Debris Type A  
Leo Recycle  
Material Recovery Systems Facility  
Mission Trail Waste Systems, Inc.  
Newby Island Compost Facility  
Pacheco Pass Transfer Station  
Pacific Coast Recycling, Inc.  
Premier Recycle Facility  
Recology Silicon Valley Processing and Transfer Facility  
The Recyclery at Newby Island  
San Martin Transfer Station  
Smurfit-Stone Recycling San Jose Facility  
South Valley Organics  
Stanford Recycling Center and Direct Transfer Facility  
Sunnyvale Food Materials Transfer/Processing Operations  
Sunnyvale Materials Recovery and Transfer Station (SMaRT Station)  
Valley Recycling San Jose CDI Processing/Transfer Facility  
Wood Processing Facility at Recology Pacheco Pass  
Z-Best Composting Facility  
Zanker Materials Processing Facility  
Zanker Road Class III Landfill  
Zero Waste Energy Development Company Anaerobic Digestion Facility

## **EXHIBIT B**

### **FORMULA FOR DISTRIBUTION OF AB939 PROGRAM FEE**

As documented in quarterly reports submitted by the County to the State Disposal Reporting System, each jurisdiction located in Santa Clara County (County) will receive \$1.50 per ton of solid waste, which originates from their respective jurisdiction, that is:

- a) disposed of in landfills or incinerated within the County,
- b) received at any non-disposal or collection facility located within the County and subsequently transported for disposal or incineration outside of the County,
- c) collected from any location within the County by a solid waste hauler operating pursuant to a franchise, contract, license, or permit issued by any local jurisdiction and subsequently transported for disposal or incineration outside of the County, or
- d) removed from any location in the County by any person or business for disposal or incineration outside the County.”

Fees collected from undocumented disposed tonnage, or tonnage originating outside of Santa Clara County, will be distributed according to each jurisdiction's percent of countywide population, according to the latest available population report issued by the California Department of Finance.

## **EXHIBIT C**

### **COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE PROGRAM FEE (HHW Fee)**

#### **1. PROGRAM FUNDING SOURCE**

HHW Program services are directly mandated under AB939, which establishes statutory authority to provide for funding to support planning and implementation of integrated waste management programs. The AB939 HHW Fee, of \$2.60 per ton, collected as part of the AGENCY AGREEMENT FOR COUNTYWIDE AB939 IMPLEMENTATION FEE will be the primary source of funding for Countywide Household Hazardous Waste (CoHHW) Program services.

Funds derived from the AB939 HHW Fee will be allocated among five types of CoHHW Program service costs as follows:

- A. Fixed Program Costs will be apportioned based on the number of households in each participating jurisdiction. The number of households will be determined at the beginning of each Fiscal Year by statistics compiled by the California Department of Finance, Demographic Research Unit from their most recent Report, "Population Estimates for California Cities and Counties."
- B. San Jose Facility Use Surcharge will be apportioned based on CITY's anticipated participation at the County Household Hazardous Waste Collection Facility located at 1608 Las Plumas Avenue, San Jose.
- C. Variable Cost Per Car provides a base level service of 4% of households in all participating jurisdictions. The number of households will be determined at the beginning of each Fiscal Year by statistics compiled by the California Department of Finance, Demographic Research Unit from their most recent Report, "Population Estimates for California Cities and Counties."
- D. Available Discretionary Funding funded on tonnage generated per participating jurisdiction.
- E. Abandoned Waste Disposal Costs will fund disposal of HHW illegally abandoned at Nonprofit Charitable Reuser organizations as defined in PUBLIC RESOURCES CODE SECTION 41904.

#### **2. FIXED PROGRAM COST**

Fixed Program Costs shall be \$2.99 per household in Fiscal Years 2019, 2020 and 2021. Estimated HHW Fixed Costs are projected in Attachments A and B, attached hereto and incorporated herein. Fixed Program Costs may include, but are not limited to up to ten (10) CoHHW Program staff members, facility leasing costs, vehicle lease costs, office rent, office

supplies, county administrative overhead, county legal counsel, training costs, equipment and facility maintenance and union negotiated salary and benefit changes.

### **3. ABANDONED WASTE DISPOSAL COST**

Abandoned Waste Disposal Costs for Fiscal Year 2019, 2020 and 2021 will be \$0.05 per household for all households in the cities and towns of Santa Clara County and in the unincorporated area of the County. The Abandoned Waste Disposal Cost will fund disposal of HHW illegally abandoned at Nonprofit Charitable Reuser organizations defined in PUBLIC RESOURCES CODE SECTION 41904. Estimated Abandoned Waste Disposal Cost is projected in Attachment A of the AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM.

For the purposes of this agreement, PUBLIC RESOURCES CODE SECTION 41904 defines a nonprofit charitable reuse organization as follows: "Nonprofit charitable reuser" means a charitable organization, as defined in Section 501(c)(3) of the federal Internal Revenue Code, or a distinct operating unit or division of the charitable organization, that reuses and recycles donated goods or materials and receives more than 50 percent of its revenues from the handling and sale of those donated goods or materials.

### **4. SAN JOSÉ FACILITY USE SURCHARGE**

The San José Facility Use Surcharge is estimated to be \$6.83 per car for Fiscal Years 2019, 2020 and 2021. The total San José Facility Use Surcharge for CITY will be based on CITY's participation at the County Household Hazardous Waste Collection Facility located at 1608 Las Plumas Avenue, San José. Estimated San José Facility Use Surcharges are projected in Attachment A of the AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM.

### **5. VARIABLE COST PER CAR**

The Variable Cost Per Car is the cost associated with actual labor, waste disposal, transportation and other services provided to the residents at the County Household Hazardous Waste Collection Facilities (CoHHWCF) and at Temporary Events. The Variable Cost Per Car is estimated to be approximately \$62 per car for Fiscal Years 2019, 2020 and 2021. The estimated cost per car will be adjusted to reflect actual service costs. After Fixed Program Costs and San Jose Facility Use Surcharge are allocated on a per household basis, the Variable Cost Per Car will be used to calculate the costs to service 4% of households across all participating jurisdictions. If the level of 4% of households is not reached in a particular jurisdiction, the CoHHW Program may use the remaining balance of funds, in cooperation with the CITY that has less than 4% participation levels, to increase public outreach and/or provide additional services in that jurisdiction the following year.

## **6. AVAILABLE DISCRETIONARY FUNDING**

The Available Discretionary Funding portion of the AB939 HHW Fee will be allocated based on the tons of waste generated within each jurisdiction, and after allocation of Fixed Program Costs, San José Facility Use Surcharge, and Variable Cost Per Car allocation. Available Discretionary Funds will be paid as directed by each jurisdiction. Available Discretionary Funds must be used for HHW purposes. Options for how to spend these funds include, but are not limited to, increasing the number of residents served in that jurisdiction by the CoHHW Program, subsidizing curbside used motor oil collection, electronic waste (e-waste) collection, universal waste collection, emergency HHW services, funding HHW public education, the support of capital infrastructure projects to accommodate HHW drop-off and collection events, or providing special programs such as retail collection of certain waste and/or door-to-door collection of HHW for the elderly and/or persons with disabilities and neighborhood clean-up events.

## **7. PROGRAM FUNDING PASS-THROUGH**

Annual funding calculations include HHW Fees collected on behalf of all County jurisdictions. CITIES, at their option, may participate in the Countywide Household Hazardous Waste Program by entering into the AGENCY AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM. CITIES not participating in the Agency Agreement will receive their pro-rata share of funding received by the COUNTY from the HHW Fee.

If CITIES not participating in the AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM desire to permit residents to participate in HHW Program services on an emergency basis, then services to these residents will be provided on a cost recovery basis. A charge equal to the established rates charged by the Countywide HHW Program to Conditionally Exempt Small Quantity Generators (CESQG) will be billed to the CITIES. A CITY'S representative must call the Countywide HHW Program appointment line to schedule an appointment for the resident. The pro-rata share of liability will be shared as defined in Section 27 of AGENCY AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM and as described in Exhibit D.



**EXHIBIT D****SECTION 27 OF AGENCY AGREEMENT  
FOR COUNTYWIDE HOUSEHOLD HAZARDOUS  
WASTE COLLECTION PROGRAM****HOLD HARMLESS AND INDEMNIFICATION**

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

Additionally, CITY shall indemnify COUNTY for CITY's apportioned share of any liability incurred and attributed to the Countywide HHW Program for the transportation, treatment, or disposal of the household hazardous waste, once the waste has been accepted by a licensed hazardous waste hauler. Apportionment for disposal liability shall be determined by each participating jurisdiction's pro rata proportion of household participation in the Program. Apportionment for transportation and treatment liability shall be determined by each participating jurisdiction's pro rata household participation at the event where the waste was generated. COUNTY will use reasonable efforts to obtain recovery from all available resources, including insurance, of any liable hauler or liable disposal facility operator. No liability shall be apportioned to CITY for transportation, treatment or disposal in any case where COUNTY has contracted for such services and has failed to require the contractor to maintain the insurance requirements set forth in Section 24 above.

CITY shall further indemnify COUNTY for CITY's apportioned share of liability incurred and attributed to the Countywide HHW Program for the transportation, treatment or disposal of household hazardous waste at corporate sponsored events where non-county resident employees of the corporate sponsor are authorized to participate in the event. Liability for the nonresident portion of the disposal of waste shall be shared by the cities and the COUNTY as described above. The nonresident portion shall be determined by calculating the percentage of nonresidents participating in the event. This percentage will then be subtracted from the total liability for the household hazardous waste prior to assessing CITY's apportioned share of any liability for the household hazardous waste.

COUNTY shall require CESQGs and Nonprofit Charitable Reusers to indemnify COUNTY for their apportioned share of any liability incurred and attributed to the Countywide HHW Program for the transportation, treatment, or disposal of their hazardous waste, once the waste has been accepted by a licensed hazardous waste hauler. The CESQG and Nonprofit Charitable Reuser portion of the waste shall be determined by calculating the percentage, by weight, of the total household hazardous waste accepted by the CoHHW Program. This percentage will be used to calculate the portion of liability attributed to CESQGs and Nonprofit Charitable Reusers and will be subtracted from the total liability prior to assessing CITY's apportioned share of any liability for household hazardous waste.

**AGREEMENT FOR COUNTYWIDE  
HOUSEHOLD HAZARDOUS WASTE  
COLLECTION PROGRAM**

This Agreement is made by and between the \_\_\_\_\_(CITY) and the County of Santa Clara (COUNTY) on the \_\_\_\_\_ day of \_\_\_\_\_ 2018.

**RECITALS**

WHEREAS, the County Board of Supervisors has approved a Countywide Household Hazardous Waste Collection Program whereby residents of the County and participating jurisdictions will have an opportunity to safely dispose of household hazardous wastes (HHW), regardless of the specific location at which the collection has been scheduled; and

WHEREAS, the participating jurisdictions desire to provide residents with convenient opportunities to safely dispose of their HHW in order to encourage the proper disposal of toxic products, and avoid unauthorized or improper disposal in the garbage, sanitary sewer, storm drain system, or on the ground, in a manner which creates a health or environmental hazard; and

WHEREAS, the participating jurisdictions desire to provide a safe, convenient, and economical means for residents to dispose of HHW. These wastes include, but are not limited to, common household products such as household cleaning products, furniture polish, solvents, oven cleaner, pesticides, oil based paints, motor oil, antifreeze, car batteries, mercury thermostats, fluorescent lamps, household batteries, and electronic waste. Residents of the CITY listed above will be eligible to bring HHW to any Household Hazardous Waste Collection Event or facility where these wastes will be accepted for proper disposal as described below; and

WHEREAS, the participating jurisdictions desire to schedule Household Hazardous Waste Collection Events (Events) for residents for FY 2019 through FY 2021 (July 1, 2018 – June 30, 2021); and

WHEREAS, the participating jurisdictions desire to provide household hazardous waste collection services to a minimum of 4% of the households per fiscal year in each participating jurisdiction; and

WHEREAS, the County Board of Supervisors has approved a Countywide AB939 Household Hazardous Waste Fee (AB939 HHW Fee), as authorized by Public Resources Code 41901, to be collected at \$2.60 in FY 2019 through FY 2021 (July 1, 2018 – June 30, 2021) on each ton of waste landfilled or incinerated within the county, received at any non-disposal or collection facility located within the county and subsequently transported for disposal or incineration outside of the county, collected from any location within the county by a solid waste hauler operating

pursuant to a franchise, contract, license, or permit issued by any local jurisdiction and subsequently transported for disposal or incineration outside of the county, or removed from any location in the county by any person or business for disposal or incineration outside the county.

NOW, THEREFORE, CITY and COUNTY AGREE AS FOLLOWS:

## **1. PURPOSE**

The purpose of this Agreement is to state the terms and conditions under which CITY will participate in the Countywide Household Hazardous Waste Collection Program (CoHHW Program) available to its residents. Participating jurisdictions are those jurisdictions that enter into an AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM.

## **2. PROGRAM FUNDING SOURCE**

HHW Program services are directly mandated under AB939, which establishes statutory authority to provide for funding to support planning and implementation of integrated waste management programs. The AB939 HHW Fee, of \$2.60 per ton, collected as part of the AGENCY AGREEMENT FOR COUNTYWIDE AB939 IMPLEMENTATION FEE will be the primary source of funding for CoHHW Program services.

Funds derived from the AB939 HHW Fee will be allocated among five types of CoHHW Program service costs as follows:

- A. Fixed Program Costs will be apportioned based on the number of households in each participating jurisdiction. The number of households will be determined at the beginning of each Fiscal Year by statistics compiled by the California Department of Finance, Demographic Research Unit from their most recent Report, "Population Estimates for California Cities and Counties."
- B. San Jose Facility Use Surcharge will be apportioned based on CITY's anticipated participation at the County Household Hazardous Waste Collection Facility located at 1608 Las Plumas Avenue, San Jose, CA 95133.
- C. Variable Cost Per Car provides a base level service of 4% of households in all participating jurisdictions. The number of households will be determined at the beginning of each Fiscal Year by statistics compiled by the California Department of Finance, Demographic Research Unit from their most recent Report, "Population Estimates for California Cities and Counties."
- D. Available Discretionary Funding funded on tonnage generated per participating jurisdiction.

E. Abandoned Waste Disposal Costs will fund disposal of HHW illegally abandoned at nonprofit charitable reuse organizations as defined in PUBLIC RESOURCES CODE SECTION 41904.

The projected AB939 HHW Implementation Fee Allocation by jurisdiction is set out in Attachment A, attached hereto and incorporated herein.

### **3. FIXED PROGRAM COST**

Fixed Program Costs shall be \$2.99 per household in Fiscal Years 2019, 2020 and 2021. Estimated HHW Fixed Costs are projected in Attachment B, attached hereto and incorporated herein. Fixed Program Costs may include, but are not limited to up to ten (10) CoHHW Program staff members, facility leasing costs, vehicle lease costs, office rent, office supplies, county administrative overhead, county legal counsel, training costs, equipment and facility maintenance and union negotiated salary and benefit changes.

### **4. ABANDONED WASTE DISPOSAL COST**

Abandoned Waste Disposal Costs for Fiscal Year 2019, 2020 and 2021 will be \$0.05 per household for all households in the cities and towns of Santa Clara County and in the unincorporated area of the County. The Abandoned Waste Disposal Cost will fund disposal of HHW illegally abandoned at Nonprofit Charitable Reuser organizations defined in PUBLIC RESOURCES CODE SECTION 41904. Estimated Abandoned Waste Disposal Cost is projected in Attachment A, attached hereto and incorporated herein.

For the purposes of this agreement, PUBLIC RESOURCES CODE SECTION 41904 defines a nonprofit charitable reuse organization as follows: "Nonprofit charitable reuser" means a charitable organization, as defined in Section 501(c)(3) of the federal Internal Revenue Code, or a distinct operating unit or division of the charitable organization, that reuses and recycles donated goods or materials and receives more than 50 percent of its revenues from the handling and sale of those donated goods or materials.

### **5. SAN JOSE FACILITY USE SURCHARGE**

The San Jose Facility Use Surcharge is estimated to be \$6.83 per car for Fiscal Years 2019, 2020 and 2021. The total San Jose Facility Use Surcharge for CITY will be based on CITY's participation at the County Household Hazardous Waste Collection Facility located at 1608 Las Plumas Avenue, San Jose. Estimated San Jose Facility Use Surcharges are projected in Attachment A, attached hereto and incorporated herein.

## **6. VARIABLE COST PER CAR**

The Variable Cost Per Car is the cost associated with actual labor, waste disposal, transportation and other services provided to the residents at the County Household Hazardous Waste Collection Facilities (CoHHWCF) and at Temporary Events. The Variable Cost Per Car is estimated to be approximately \$62 per car for Fiscal Years 2019, 2020 and 2021. The estimated cost per car will be adjusted to reflect actual service costs. After Fixed Program Costs are allocated on a per household basis and San Jose Facility Use Surcharge is allocated on a participation basis, the Variable Cost Per Car will be used to calculate the costs to service 4% of households across all participating jurisdictions. If the level of 4% of households is not reached in a particular jurisdiction, the CoHHW Program may use the remaining balance of funds, in cooperation with the CITY that has less than 4% participation levels, to increase public outreach and/or provide additional services in that jurisdiction the following year.

## **7. AVAILABLE DISCRETIONARY FUNDING**

The Available Discretionary Funding portion of the AB939 HHW Fee will be allocated based on the tons of waste generated within each jurisdiction, and after allocation of Fixed Program Costs, San Jose Facility Use Surcharge, and Variable Cost Per Car allocation. Available Discretionary Funds will be paid as directed by each jurisdiction. Available Discretionary Funds must be used for HHW purposes. Options for how to spend these funds include, but are not limited to, increasing the number of residents served in that jurisdiction by the CoHHW Program, subsidizing curbside used motor oil collection, electronic waste (e-waste) collection, universal waste collection, emergency HHW services, funding HHW public education, the support of capital infrastructure projects to accommodate HHW drop-off and collection events, or providing special programs such as retail collection of certain waste and/or door-to-door collection of HHW for the elderly and/or persons with disabilities and neighborhood clean-up events.

## **8. ADMINISTRATION AND PAYMENT OF THE AB939 HHW FEE**

The Santa Clara County Recycling and Waste Reduction Division will administer the AB939 HHW Fee, as part of the existing online disposal reporting and payment system. Administration and payment will be made in accordance with the AGREEMENT FOR COUNTYWIDE AB939 IMPLEMENTATION FEE. Notwithstanding the foregoing, the COUNTY shall maintain records of the amount, use, and distribution of Fixed Program Cost expenditures for at least five (5) years after the termination date of this Agreement, unless otherwise required by law to retain such records for a longer period. CITY may request in writing a review by COUNTY of the Fixed Program Cost records. The review shall be performed within 30 days of request and results shall be reported to participating cities in writing.

## **9. PROGRAM PUBLICITY**

The CoHHW Program shall have available to the public a HHW brochure for distribution. The brochure will be made available at various events, including but not limited to, environmental events and community fairs. The brochure may also be distributed, upon request, to cities within the County and to County residents and businesses. The CITY shall be responsible for developing and coordinating citywide awareness of the HHW Program. The CoHHW Program shall be responsible for Countywide public education for used oil recycling. CoHHW Program public awareness responsibilities shall include, but not be limited to, the following activities:

- Serving as the formal contact to the local media such as local newspapers and television news stations;
- Providing participating jurisdictions with educational materials developed for the CoHHW Program;
- Promoting oil and oil filter recycling by developing, purchasing, and distributing educational materials, media relations materials, basic art work and camera ready advertising materials for distribution countywide and for use by jurisdictions;
- Representing the program through educational presentations at schools and businesses and attendance at community events such as local fairs and festivals; and
- Providing participating jurisdictions opportunities to review and comment on the development of countywide outreach materials.

CITY's public awareness responsibilities, at the sole discretion of the CITY, shall include, but not be limited to, the following activities:

- Providing a copy of HHW promotional materials to the CoHHW Program for review for accuracy and completeness, prior to publication;
- Developing and distributing communications to residents for local and CITY newsletters, newspapers and to the electronic media;
- Providing the CoHHW Program with a copy of locally produced materials; and,
- Conducting and supporting outreach and publicity to attain the 4% goal of household participation.

## **10. DELEGATION OF AUTHORITY**

The Board of Supervisors delegates all CoHHW Program management to the Consumer and Environmental Protection Agency. The Director of the Consumer and Environmental Protection Agency has the authority to execute all vendor contracts necessary to operate the program, to execute any necessary license agreements, to add additional HHW services provided on a cost recovery basis, to amend any contracts or agreements, and to terminate any contracts or agreements. All contracts, agreements, and amendments shall first be approved by County Counsel as to form and legality and the Office of the County Executive.

## **11. TEMPORARY HHW EVENTS**

COUNTY shall conduct Temporary HHW Events at various sites located in Santa Clara County. COUNTY shall obtain all necessary permits and licenses required for the Temporary HHW Events and shall provide or contract for the services of properly trained, qualified personnel and hazardous waste haulers, and shall provide or secure suitable equipment and supplies to properly receive, package, label, haul, recycle and dispose of the household hazardous wastes collected at the Temporary HHW Events.

## **12. HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITIES**

COUNTY shall conduct collection operations at two County Household Hazardous Waste Collection Facilities (CoHHWCF).

The CoHHWCF are located at:

- ◆ *San Martin, 13055 Murphy Avenue, San Martin*
- ◆ *San Jose, 1608 Las Plumas, San Jose*

The COUNTY shall obtain all necessary permits and licenses required for the CoHHWCF and shall provide or contract for services, equipment, and supplies to properly receive, package, label, haul, recycle and dispose of wastes collected.

## **13. SMALL BUSINESS RECYCLING AND DISPOSAL PROGRAM**

COUNTY will provide services to accept hazardous waste from Conditionally Exempt Small Quantity Generators (CESQG). A CESQG is defined by federal regulation as a business that generates less than 100 Kilograms (220 lbs.) of hazardous waste or 1 Kilogram (2.2 lbs.) of extremely hazardous waste per month. Eligible businesses within the County will be allowed to bring their hazardous waste to CoHHWCF. Services to businesses will be provided on a cost recovery basis, which will include program administration, on-site collection, transportation, and disposal costs. COUNTY will assume responsibility for fee collection from participating businesses. This program may, at the sole discretion of CITY, be subsidized by participating jurisdictions using outside funding not associated with AB939 HHW Fee. For purposes of definition, CESQG as defined is equivalent to Very Small Quantity Generator (VSQG) in 40 CFR 262.14.

## **14. ABANDONED HOUSEHOLD HAZARDOUS WASTE**

The CoHHW Program will allow for the disposal of abandoned HHW by government agencies and qualified nonprofit charitable reusers. Abandoned HHW means HHW left at a property by an unknown party. Abandoned household hazardous waste does not include waste generated by a known organization or agency in the course of normal business operations such as, but not limited to, the assembly or manufacture of products from new or used materials or the provision of charitable services such as



classroom education, meal preparation, and shelter, or the provision of services for a fee.

**A) GOVERNMENT AGENCIES**

Government agencies shall be charged for disposal of abandoned HHW according to the CoHHW Program's published rates for CESQGs.

**B) NONPROFIT CHARITABLE REUSER**

A Nonprofit Charitable Reuser organization as established in Public Resources Code Section 41904, is a nonprofit as defined in Section 501(c) (3) of the United States Internal Revenue Code, or a distinct operating unit or division of the charitable organization. A Nonprofit Charitable Reuser is further defined as an organization that reuses and recycles donated material and receives more than 50% of its revenues from the handling and sale of those donated goods or materials. In order to qualify as a Nonprofit Charitable Reuser, the business must submit to the COUNTY Director of Environmental Health a request to be so designated. The Director shall review the request and supporting documentation and shall make a final decision on the designation. COUNTY will accept abandoned HHW from Nonprofit Charitable Reusers and will waive disposal fees on the cost of disposal of the abandoned HHW in an annual amount not to exceed funds available from the existing unexpended abandoned waste fund. Funding for disposal available to Nonprofit Charitable Reuser shall be on a first come first serve basis. Once the cost for disposal of the abandoned HHW from Nonprofit Charitable Reusers is equal to the available funds, disposal fees shall no longer be waived, and Nonprofit Charitable Reusers shall be charged for disposal of abandoned HHW according to the CoHHW Program's published rates for CESQGs. No additional costs shall be applied to the budget of a participating jurisdiction.

**15. HOUSEHOLD HAZARDOUS WASTES ACCEPTED**

HHW accepted by the CoHHW Program shall be limited to materials as defined in Health and Safety Code Section 25218, as amended from time to time, and include, but are not limited to, automotive fluids, automotive and other types of batteries, latex and oil paint, oil filters, garden chemicals, household cleaners, pool chemicals, mercury thermostats, fluorescent lamps containing mercury, household batteries, e-waste and other common hazardous consumer products.

**16. WASTES NOT ACCEPTED**

Certain hazardous wastes shall not be accepted for collection and disposal. These include, but are not limited to, compressed gas cylinders larger than 5 gallons, radioactive materials, and explosives. Other wastes not accepted by the CoHHW Program are wastes generated as part of operating a business, including a home operated business, except that waste from CESQGs as provided for in Section 13 of this Agreement shall be accepted.

## **17. ADDITIONAL SERVICES UNDER THIS AGREEMENT**

CITY may elect to augment funding provided for in this Agreement with CITY funds. Additional services shall be made available upon written agreement between the CITY's authorized representative and the Director of Consumer and Environmental Protection Agency. Additional services may include, but are not limited to, additional appointments (charged at the Variable Cost Per Car rate), door-to-door HHW collection, used oil filter collection, universal waste collection, electronic waste collection, and abandoned waste collection.

CITY agrees to augment up to an additional \$\_\_\_\_\_ to the Countywide HHW Program during Fiscal Year 2019 for the purpose of attaining or increasing resident participation above the 4% service level at the scheduled collection dates listed in Attachment C, attached hereto and incorporated herein. Augmentation will be calculated at the Variable Cost Per Car rate. Other services will be charged based on a cost recovery basis. CITY authorizes the COUNTY to use CITY'S Available Discretionary Funding portion of the AB939 HHW Fee, if available, to pay for the above agreed additional augmentation amount.

At the end of each fiscal year, a final annual cost statement shall be prepared by COUNTY and issued to CITY by November 30th. The annual cost statement will take into consideration costs incurred on behalf of CITY for additional services and all payments made by CITY to COUNTY. If any balance is owed to COUNTY, it will be due within 30 days following receipt of the annual cost statement. If any credit is owed to CITY, COUNTY will refund that amount to CITY within 30 days following delivery of the annual cost statement.

## **18. INFORMATION AND APPOINTMENT LINE**

COUNTY will operate a telephone information and appointment desk Monday through Friday, from the hours of 9:00 a.m. to 5:00 p.m. The information service will register residents for the Temporary HHW Events and the collections at CoHHWCF. The information service will provide information about hazardous household materials. CITY will be notified immediately if resident participation approaches a level of service that may not be supported by available funding.

## **19. SCHEDULING AND SITE SELECTION**

COUNTY shall work with CITY to determine the date(s) of Temporary Events and collections at the CoHHWCF. CITY shall coordinate with COUNTY in locating and securing sites for Temporary HHW Events. It is recognized that some of the jurisdictions participating in the CoHHW Program may not have appropriate sites available. A proposed HHW schedule for Fiscal Year 2019 of Temporary Events and collections at CoHHWCF is included as Attachment C. COUNTY will schedule an adequate number of collection days to serve the 4% level of service. The COUNTY

determines the adequate number of collection days by tracking attendance at each event.

## **20. OUTSIDE FUNDING**

During the term of this agreement, COUNTY may seek outside funding sources to begin services that would supplement existing services such as permanent collection sites, equipment, retail take-back collection and operational funding. If funding is obtained, the Program will, at COUNTY's discretion, proceed with development of additional programs without affecting CITY's available funding allocation.

## **21. REGIONAL GRANT AND OIL PAYMENT PROGRAM PARTICIPATION**

The CoHHW Program is hereby given permission by all participating jurisdictions to apply for future grants and the Oil Payment Program, from the California Department of Resources Recycling and Recovery (CalRecycle). The CoHHW Program will act on behalf of all participating jurisdictions, as the lead applicant and administrator. The CoHHW Program will oversee how the moneys are used and work in cooperation with CITY as to how the funds will be spent. Nothing in this section shall preclude a participating jurisdiction from applying for grant funds in any case where the CoHHW Program does not apply.

## **22. EMERGENCY SERVICES**

Participating jurisdictions, at their option, may desire to provide residents with convenient emergency opportunities to safely dispose of their HHW in the event of a disaster. The purpose of this emergency planning for HHW is to minimize potential public health and safety impacts, as well as to minimize costs and confusion. Attachment D sets out CITY and COUNTY responsibilities for the collection of household hazardous wastes in response to an emergency. CITY shall make good faith efforts to provide the public with information related to the problems associated with HHW. Upon the decision to hold an emergency collection event, it is CITY's responsibility to make a good faith effort to prepare and disseminate the necessary outreach to notify the public of an emergency collection event. An emergency collection event shall be initiated by a written request from CITY to COUNTY. Emergency collection events can be scheduled in as little as ten (10) working days of CITY's written request or at an agreed upon date thereafter. The emergency collection plan is set out in Attachment D, County Household Hazardous Waste Emergency Collection Plan.

COUNTY agrees to conduct the Emergency Collection Event at a mutually agreeable site and time. The COUNTY will obtain the necessary permit from the State Department of Toxic Substances Control and will handle wastes in accordance with State law. COUNTY will bill CITY for all Emergency Collection Events on a cost recovery basis and all payments shall be due COUNTY within thirty days following the receipt of the invoice.

### **23. PRIVATE SPONSORED EVENTS**

COUNTY may also secure funding from corporations or agencies to conduct HHW Collection Events for corporate employees and residents of participating jurisdictions and to pay for special programs such as Universal Waste collection at retail locations. The transportation, treatment and disposal liability for nonresident employee participation in these events shall be shared by all participating jurisdictions and the COUNTY, as described in Section 27 of this Agreement. Summary information concerning these corporate sponsored events, if any, will be included in the CoHHW Program's annual report to the participating jurisdictions.

### **24. INSURANCE REQUIREMENTS**

Contractors who provide hazardous waste transportation, treatment, or disposal services shall have the required insurance as outlined in Attachment E, Exhibit B-2D (revised) Insurance Requirements for Environmental Services Contract. Other contractors shall have insurance in amounts to be determined by COUNTY Insurance Manager, after consultation with CITY. COUNTY shall obtain insurance certificates from each of the contractors prior to the contractor providing service to the program naming the COUNTY as an additional insured.

### **25. WASTE TRACKING AND REPORTING**

COUNTY will provide a mid-year report to CITY regarding participation rates from each participating jurisdiction by March 15, 2019. Mid-year and year end reports will outline the types and quantities of waste collected, the amount of waste diverted for reuse or recycling and the waste management method for each waste stream and associated costs for services. COUNTY will prepare a report summarizing program activities which will be delivered to the participating jurisdictions no later than six months after the end of COUNTY's fiscal year.

It will be assumed for cost and reporting purposes that each participating jurisdiction is contributing to the waste stream in proportion to the number of its residents who directly participate.

COUNTY shall take steps to assure that the bi-annual statements to jurisdictions reflect the funds necessary to cover costs for CITY participation in services scheduled during the next quarter.

### **26. PARTICIPATION REPORTING**

COUNTY shall employ means necessary to verify the place of residence of all participants in the CoHHW Program.

## **27. HOLD HARMLESS AND INDEMNIFICATION**

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

Additionally, CITY shall indemnify COUNTY for CITY's apportioned share of any liability incurred and attributed to the Countywide HHW Program for the transportation, treatment, or disposal of the household hazardous waste, once the waste has been accepted by a licensed hazardous waste hauler. Apportionment for disposal liability shall be determined by each participating jurisdiction's pro rata proportion of household participation in the Program. Apportionment for transportation and treatment liability shall be determined by each participating jurisdiction's pro rata household participation at the event where the waste was generated. COUNTY will use reasonable efforts to obtain recovery from all available resources, including insurance, of any liable hauler or liable disposal facility operator. No liability shall be apportioned to CITY for transportation, treatment or disposal in any case where COUNTY has contracted for such services and has failed to require the contractor to maintain the insurance requirements set forth in Section 24 above.

CITY shall further indemnify COUNTY for CITY's apportioned share of liability incurred and attributed to the Countywide HHW Program for the transportation, treatment or disposal of household hazardous waste at corporate sponsored events where non-county resident employees of the corporate sponsor are authorized to participate in the event. Liability for the nonresident portion of the disposal of waste shall be shared by the cities and the COUNTY as described above. The nonresident portion shall be determined by calculating the percentage of nonresidents participating in the event. This percentage will then be subtracted from the total liability for the household hazardous waste prior to assessing CITY's apportioned share of any liability for the household hazardous waste.

COUNTY shall require CESQGs and Nonprofit Charitable Reusers to indemnify COUNTY for their apportioned share of any liability incurred and attributed to the Countywide HHW Program for the transportation, treatment, or disposal of their

hazardous waste, once the waste has been accepted by a licensed hazardous waste hauler. The CESQG and Nonprofit Charitable Reuser portion of the waste shall be determined by calculating the percentage, by weight, of the total household hazardous waste accepted by the CoHHW Program. This percentage will be used to calculate the portion of liability attributed to CESQGs and Nonprofit Charitable Reusers and will be subtracted from the total liability prior to assessing CITY's apportioned share of any liability for household hazardous waste.

## **28. TERMINATION**

This Agreement may be terminated by either the COUNTY or CITY upon thirty (30) days written notice given by the terminating party.

## **29. TERM OF AGREEMENT**

The term of this Agreement shall be from July 1, 2018 to June 30, 2021, or until all revenue from the last quarter's Fee payments has been distributed, whichever is later.

## **30. INDEPENDENT CONTRACTOR**

Each party shall perform responsibilities and activities described herein as an independent contractor and not as an officer, agent, servant or employee of any of the parties hereto. Each party shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Nothing herein shall be considered as creating a partnership or joint venture between the parties.

## **31. EXECUTION BY COUNTERPART**

This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed an original and all of which shall together constitute one and the same instrument.

## **32. CONTROLLING LAW**

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

## **33. ENTIRE AGREEMENT**

This document embodies the entire Agreement between the parties with respect to the subject matter hereof. No modification of this Agreement shall be effective unless and until modification is evidenced by writing signed by all parties or their assigned designates.

**34. NOTICES**

All notices and communications herein required shall be in writing to the other party as follows, unless expressly changed in writing:

CITY of _____	City Representative _____
	Representative's Title _____
	City Address _____
	_____
	_____

Santa Clara County	Director
	Consumer and Environmental Protection Agency
	1553 Berger Drive
	San Jose, CA 95112

**35. CONTRACT EXECUTION**

Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the County.

## Attachments:

- A Projected Fiscal Years 2019, 2020, and 2021 AB939 HHW Fee Funding Allocation by Jurisdiction
- B Estimated HHW Program Fixed Costs for Fiscal Years 2019, 2020, and 2021
- C HHW Schedule of Collection Events for Fiscal Year 2019
- D Household Hazardous Waste Emergency Collection Plan
- E Exhibit B-2D (revised) Insurance Requirements for Environmental Services Contracts

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**IN WITNESS WHEREOF**, the parties have executed this AGREEMENT FOR  
COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION  
PROGRAM on the dates as stated below:

“COUNTY”

\_\_\_\_\_  
S. Joseph Simitian, President  
Board of Supervisors

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
MEGAN DOYLE Date  
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY:



Javier Serrano  
Deputy County Counsel

3/22/2018

\_\_\_\_\_  
Date

“CITY”

CITY/TOWN OF \_\_\_\_\_,  
A municipal corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## Attachment A: Projected Fiscal Years 2019-2021 Annual HHW Fee Funding Allocation by Jurisdiction

Cities	No of Households	4% of Households	Disposal Tonnage	AB939 HHW Fee \$2.60 per Ton	Fixed Cost \$2.99 per HH	SJ Facility \$6.83 Surcharge	Variable Cost \$62 per Car	Abandoned Waste Disposal Cost \$.05 per Household	Discretionary Fund	Estimated Augmentation	Anticipated Participation	Anticipated Participation at SJ Facility
Campbell	17,832	713.28	38,979.51	\$ 101,346.73	\$ 53,317.68	\$ 6,718.88	\$ 44,223.36	\$ 891.60	\$ (3,804.80)	\$ 26,104.34	1,073	984
Cupertino	21,064	842.56	44,875.46	\$ 116,676.20	\$ 62,981.36	\$ 3,061.12	\$ 3,720.00	\$ 1,053.20	\$ 48,615.52	\$	60	45
Gilroy	16,258	650.32	49,766.41	\$ 129,392.67	\$ 48,611.42	\$ 1,075.34	\$ 40,319.84	\$ 812.90	\$ 38,573.17	\$ 15,294.16	897	158
Los Altos	11,660	466.40	18,006.34	\$ 46,816.48	\$ 34,863.40	\$ 4,937.12	\$ 28,916.80	\$ 583.00	\$ (22,483.84)	\$ 70,143.24	1,235	723
Los Altos Hills	3,108	124.32	3,164.89	\$ 8,228.71	\$ 9,292.92	\$ 8,711.26	\$ 7,707.84	\$ 155.40	\$ (9,798.70)	\$ 15,780.46	221	128
Los Gatos	13,289	531.56	25,570.37	\$ 66,482.96	\$ 39,734.11	\$ 7,974.75	\$ 32,956.72	\$ 664.45	\$ (14,847.07)	\$ 57,896.15	1,226	1,168
Milpitas	21,532	861.28	74,523.39	\$ 193,760.81	\$ 64,380.68	\$ 3,987.38	\$ 53,399.36	\$ 1,076.60	\$ 70,916.80	\$ 5,351.84	948	584
Monte Sereno	1,311	52.44	1,207.90	\$ 3,140.54	\$ 3,919.89	\$ 9,576.60	\$ 3,251.28	\$ 65.55	\$ (5,053.78)	\$ 11,285.40	153	140
Morgan Hill	14,415	576.60	51,502.27	\$ 133,905.90	\$ 43,100.85	\$ 1,875.95	\$ 35,749.20	\$ 720.75	\$ 52,459.15	\$ 54,659.20	1,458	275
Mountain View	35,595	1,423.80	54,389.71	\$ 141,413.25	\$ 106,429.05	\$ 5,572.91	\$ 88,275.60	\$ 1,779.75	\$ (60,644.06)	\$ 73,899.66	1,638	817
Palo Alto	29,124	0.00	43,478.06	\$ 113,042.96				\$ 1,456.20	\$ 111,586.76			
San Jose	332,574	13,302.96	683,263.56	\$ 1,776,485.26	\$ 994,396.26	\$ 116,026.35	\$ 824,783.52	\$ 16,628.70	\$ (175,349.57)	\$ 436,037.25	17,508	16,999
Santa Clara	46,535	1,861.40	166,527.00	\$ 432,970.20	\$ 139,139.65	\$ 10,062.63	\$ 115,406.80	\$ 2,326.75	\$ 166,034.37	\$ 82,450.70	3,191	1,474
Saratoga	11,226	449.04	19,744.70	\$ 51,336.22	\$ 33,565.74	\$ 5,439.47	\$ 27,840.48	\$ 561.30	\$ (16,070.77)	\$ 42,275.69	872	797
Sunnyvale	58,308	2,332.32	110,483.61	\$ 287,257.39	\$ 174,340.92	\$ 6,687.49	\$ 144,603.84	\$ 2,915.40	\$ (41,290.26)	\$ 63,029.32	2,683	980
Unincorporated	18,538	741.52	42,334.16	\$ 110,068.82	\$ 55,428.62	\$ 2,417.54	\$ 45,974.24	\$ 926.90	\$ 5,321.51	\$ 29.76	742	354
Total	652,369	24,929.80	1,427,817.34	\$ 3,712,325.08	\$ 1,863,502.55	\$ 174,910.78	\$ 1,497,128.88	\$ 32,618.45	\$ 144,164.42	\$ 954,237.18	33,904	25,627

Notes: No of HH based on 1/1/17 estimates. Disposal tonnage is based on FY2016-2017 actual. Anticipated participation and anticipated participation at SJ facility are based on 15% increase from FY2016-2017 actual participation.

## Attachment B: Estimated Annual HHW Program Fixed Costs for Fiscal Years 2019, 2020, and 2021

<b>FIXED COST</b>		
Staff Salary and Benefits	.5 HMPM, Sr. HMS, 3 HMTs, Acct II, Sr MA, AMA, .8 OSIII,	\$1,210,647
County Admin Overhead		\$242,129
County Counsel		\$13,000
Phones and Communications		\$10,100
Facilities Lease Costs	San Jose	\$174,911
Vehicle Costs		\$32,500
Office Supplies and postage		\$1,825
Maintenance, Software		\$27,000
HHW Hotline		\$38,500
Garbage & Utilities		\$34,750
Membership & Dues		\$10,000
Training & Conference		\$4,600
Safety Wear		\$11,000
Printing		\$5,800
Other Services & Supplies		\$46,500
<b>ESTIMATED ANNUAL TOTAL</b>		<b>\$1,863,262</b>

**ATTACHMENT C: HHW SCHEDULE OF PERMANENT & TEMPORARY  
COLLECTION EVENTS FOR FISCAL YEAR 2018-2019\***

2018/Month	Day	Date	Location	Type of Event	County Holidays/ Notes
<b>July</b>	<b>Fri,Sat</b>	<b>6,7</b>	<b>San Martin</b>	<b>Permanent</b>	
	<b>Thurs,Fri,Sat</b>	<b>5,6,7</b>	<b>San Jose</b>	<b>Permanent</b>	
	<b>Thurs,Fri,Sat</b>	<b>12,13,14</b>	<b>San Jose</b>	<b>Permanent</b>	
	<b>Thurs,Fri,Sat</b>	<b>19,20,21</b>	<b>San Jose</b>	<b>Permanent</b>	
	<b>Saturday</b>	<b>21</b>	<b>Sunnyvale</b>	<b>Temporary</b>	
	<b>Thurs,Fri,Sat</b>	<b>26,27,28</b>	<b>San Jose</b>	<b>Permanent</b>	
<b>August</b>	<b>Fri,Sat</b>	<b>3,4</b>	<b>San Martin</b>	<b>Permanent</b>	
	<b>Thurs,Fri,Sat</b>	<b>2,3,4</b>	<b>San Jose</b>	<b>Permanent</b>	
	<b>Thurs,Fri,Sat</b>	<b>9,10,11</b>	<b>San Jose</b>	<b>Permanent</b>	
	<b>Saturday</b>	<b>11</b>	<b>Mountain View</b>	<b>Temporary</b>	
	<b>Thurs,Fri,Sat</b>	<b>16,17,18</b>	<b>San Jose</b>	<b>Permanent</b>	
	<b>Thurs,Fri,Sat</b>	<b>23,24,25</b>	<b>San Jose</b>	<b>Permanent</b>	
<b>September</b>	<b>Thurs,Fri,Sat</b>	<b>30,31,1</b>	<b>No Event</b>	<b>No Event</b>	<b>LABOR DAY WEEKEND</b>
	<b>Fri,Sat</b>	<b>7,8</b>	<b>San Martin</b>	<b>Permanent</b>	
	<b>Thurs,Fri,Sat</b>	<b>6,7,8</b>	<b>San Jose</b>	<b>Permanent</b>	
	<b>Thurs,Fri,Sat</b>	<b>13,14,15</b>	<b>San Jose</b>	<b>Permanent</b>	
	<b>Thurs,Fri,Sat</b>	<b>20,21,22</b>	<b>San Jose</b>	<b>Permanent</b>	
	<b>Thurs,Fri,Sat</b>	<b>27,28,29</b>	<b>San Jose</b>	<b>Permanent</b>	
	<b>Saturday</b>	<b>29</b>	<b>Santa Clara</b>	<b>Temporary</b>	
<b>October</b>	<b>Fri,Sat</b>	<b>5,6</b>	<b>San Martin</b>	<b>Permanent</b>	
	<b>Saturday</b>	<b>4,5,6</b>	<b>San Jose</b>	<b>Permanent</b>	
	<b>Thurs,Fri,Sat</b>	<b>11,12,13</b>	<b>San Jose</b>	<b>Permanent</b>	
	<b>Thurs,Fri,Sat</b>	<b>18,19,20</b>	<b>San Jose</b>	<b>Permanent</b>	
	<b>Saturday</b>	<b>20</b>	<b>Sunnyvale</b>	<b>Temporary</b>	
	<b>Thurs,Fri,Sat</b>	<b>25,26,27</b>	<b>San Jose</b>	<b>Permanent</b>	
<b>November</b>	<b>Fri,Sat</b>	<b>2,3</b>	<b>San Martin</b>	<b>Permanent</b>	
	<b>Thurs,Fri,Sat</b>	<b>1,2,3</b>	<b>San Jose</b>	<b>Permanent</b>	
	<b>Thurs,Fri,Sat</b>	<b>8,9,10</b>	<b>San Jose</b>	<b>Permanent</b>	
	<b>Thurs,Fri,Sat</b>	<b>15,16,17</b>	<b>San Jose</b>	<b>Permanent</b>	
	<b>Thurs,Fri,Sat</b>	<b>22,23,24</b>	<b>No Event</b>	<b>No Event</b>	<b>THANKSGIVING</b>
<b>December</b>	<b>Fri,Sat</b>	<b>30,1</b>	<b>San Martin</b>	<b>Permanent</b>	
	<b>Thurs,Fri,Sat</b>	<b>29,30,1</b>	<b>San Jose</b>	<b>Permanent</b>	
	<b>Thurs,Fri,Sat</b>	<b>6,7,8</b>	<b>San Jose</b>	<b>Permanent</b>	
	<b>Thurs,Fri,Sat</b>	<b>13,14,15</b>	<b>San Jose</b>	<b>Permanent</b>	
	<b>Thurs,Fri,Sat</b>	<b>20,21,22</b>	<b>San Jose</b>	<b>Permanent</b>	
	<b>Thurs,Fri,Sat</b>	<b>27,28,29</b>	<b>No Event</b>	<b>No Event</b>	

**ATTACHMENT C: HHW SCHEDULE OF PERMANENT & TEMPORARY COLLECTION  
EVENTS FOR FISCAL YEAR 2018-2019 (Continued)**

2019/Month	Day	Date	Location	Type of Event	County Holidays/ Notes
<b>January</b>	<b>Fri,Sat</b>	<b>4,5</b>	<b>San Martin</b>	<b>Permanent</b>	
	<b>Thurs,Fri,Sat</b>	<b>3,4,5</b>	<b>San Jose</b>	<b>Permanent</b>	
	<b>Thurs,Fri,Sat</b>	<b>10,11,12</b>	<b>San Jose</b>	<b>San Jose</b>	
	<b>Thurs,Fri,Sat</b>	<b>17,18,19</b>	<b>San Jose</b>	<b>San Jose</b>	
	<b>Saturday</b>	<b>19</b>	<b>Sunnyvale</b>	<b>Temporary</b>	
	<b>Thurs,Fri,Sat</b>	<b>24,25,26</b>	<b>San Jose</b>	<b>Permanent</b>	
<b>February</b>	<b>Fri,Sat</b>	<b>1,2</b>	<b>San Martin</b>	<b>Permanent</b>	
	<b>Thurs,Fri,Sat</b>	<b>31,1,2</b>	<b>San Jose</b>	<b>Permanent</b>	
	<b>Thurs,Fri,Sat</b>	<b>7,8,9</b>	<b>San Jose</b>	<b>Permanent</b>	
	<b>Thurs,Fri,Sat</b>	<b>14,15,16</b>	<b>San Jose</b>	<b>Permanent</b>	
	<b>Thurs,Fri,Sat</b>	<b>21,22,23</b>	<b>San Jose</b>	<b>Permanent</b>	
<b>March</b>	<b>Fri,Sat</b>	<b>1,2</b>	<b>San Martin</b>	<b>Permanent</b>	
	<b>Thurs,Fri,Sat</b>	<b>28,1,2</b>	<b>San Jose</b>	<b>Permanent</b>	
	<b>Thurs,Fri,Sat</b>	<b>7,8,9</b>	<b>San Jose</b>	<b>Permanent</b>	
	<b>Thurs,Fri,Sat</b>	<b>14,15,16</b>	<b>San Jose</b>	<b>Permanent</b>	
	<b>Thurs,Fri,Sat</b>	<b>21,22,23</b>	<b>San Jose</b>	<b>Permanent</b>	
	<b>Thurs</b>	<b>28</b>	<b>San Jose</b>	<b>Permanent</b>	
	<b>Fri &amp; Sat</b>	<b>29 &amp; 30</b>	<b>No Event</b>	<b>No Event</b>	<b>Caser Chavez Day</b>
<b>April</b>	<b>Fri,Sat</b>	<b>5,6</b>	<b>San Martin</b>	<b>Permanent</b>	
	<b>Thurs,Fri,Sat</b>	<b>4,5,6</b>	<b>San Jose</b>	<b>Permanent</b>	
	<b>Thurs,Fri,Sat</b>	<b>11,12,13</b>	<b>San Jose</b>	<b>Permanent</b>	
	<b>Saturday</b>	<b>TBD</b>	<b>Los Altos</b>	<b>Temporary</b>	
	<b>Thurs,Fri,Sat</b>	<b>18,19,20</b>	<b>San Jose</b>	<b>Permanent</b>	
	<b>Saturday</b>	<b>20</b>	<b>Sunnyvale</b>	<b>Temporary</b>	
	<b>Thurs,Fri,Sat</b>	<b>25,26,27</b>	<b>San Jose</b>	<b>Permanent</b>	
	<b>Saturday</b>	<b>27</b>	<b>Santa Clara</b>	<b>Temporary</b>	
<b>May</b>	<b>Fri,Sat</b>	<b>3,4</b>	<b>San Martin</b>	<b>Permanent</b>	
	<b>Thurs,Fri,Sat</b>	<b>2,3,4</b>	<b>San Jose</b>	<b>Permanent</b>	
	<b>Thurs,Fri,Sat</b>	<b>9,10,11</b>	<b>San Jose</b>	<b>Permanent</b>	
	<b>Thurs,Fri,Sat</b>	<b>16,17,18</b>	<b>San Jose</b>	<b>Permanent</b>	
	<b>Thurs,Fri</b>	<b>23,24</b>	<b>San Jose</b>	<b>Permanent</b>	
	<b>Saturday</b>	<b>27</b>	<b>No Event</b>	<b>No Event</b>	<b>MEMORIAL DAY WEEKEND</b>
<b>June</b>	<b>Fri,Sat</b>	<b>31,1</b>	<b>San Martin</b>	<b>Permanent</b>	
	<b>Thurs,Fri,Sat</b>	<b>30,31,1</b>	<b>San Jose</b>	<b>Permanent</b>	
	<b>Thurs,Fri,Sat</b>	<b>6,7,8</b>	<b>San Jose</b>	<b>Permanent</b>	
	<b>Thurs,Fri,Sat</b>	<b>13,14,15</b>	<b>San Jose</b>	<b>Permanent</b>	
	<b>Thurs,Fri,Sat</b>	<b>20,21,22</b>	<b>San Jose</b>	<b>Permanent</b>	
	<b>Saturday</b>	<b>22</b>	<b>Milpitas</b>	<b>Temporary</b>	
	<b>Thurs,Fri,Sat</b>	<b>27,28,29</b>	<b>San Jose</b>	<b>Permanent</b>	

\*SUBJECT TO CHANGE

11/16/2017

## **ATTACHMENT D: COUNTY HOUSEHOLD HAZARDOUS WASTE EMERGENCY COLLECTION PLAN**

### **1. Purpose**

The purpose of the Household Hazardous Waste Emergency Collection Plan is to minimize potential public health and safety impacts, as well as to minimize costs and confusion during an emergency or disaster. This Attachment describes the services the County can provide and the responsibilities of each party for the collection of household hazardous wastes (HHW) in response to an emergency as defined by the local jurisdiction.

Jurisdictions should contact local emergency agencies, the Governor's Office of Emergency Services (OES), and the Department of Toxic Substances Control (DTSC) for more specific information on hazardous materials emergency response.

### **2. Timing of HHW**

While it is important to have special collection opportunities for disaster-related HHW as soon as possible to avoid illegal disposal or harm to people and/or the environment, having an event or service too soon after a disaster may result in low participation. Sufficient public notification, assessment and monitoring of the disaster, and cleanup process by the designated City HHW Coordinator(s) is essential.

### **3. Public Information/Notification**

Cities should be prepared to provide the public with information related to the problems associated with HHW along with information about special collection events and services. Upon the decision to hold an emergency collection event, it is the City's responsibility to prepare and deliver the necessary public outreach to notify the public of an upcoming event. A City's public outreach program should evaluate all forms of media including: newspaper ads, posters, flyers, press releases, banners, door-to-door notices, roadside signs, signs on dumpsters, radio public service announcements, social media outlets and television public access stations. Be aware of communities where multiple language outreach efforts will be necessary.

### **4. State HHW Collection Permits**

The State Department of Toxic Substances Control (DTSC) is responsible for issuing the necessary state permits for HHW collection facilities. During an emergency, the County will obtain the necessary emergency permit for special collection of household hazardous waste from DTSC through their expedited approval process.

### **5. Collection Events**

Temporary collection events can be set-up at various sites including parking lots, city maintenance yards, within neighborhoods needing service, and at landfills or a

centralized location to service larger segments of the population. Waste collected will be transported with a transportation vehicle provided by the HHW Program. In addition, events can be scheduled at the two existing Countywide Household Hazardous Waste Collection Facilities (CoHHWCF). The following options are available to each participating City.

- Neighborhood Drop-off Events: The County is able to provide localized service to specific areas in need of household hazardous waste collection services. The County will work with City Solid Waste Coordinators to conduct coordinated efforts to residents in the affected area. After a specific event, waste will be transported by County staff or a hazardous waste contractor to an appropriate facility.
- Mobile HHW Event: The County conducts Household Hazardous Waste Collection Event (Events) at various sites located in Santa Clara County throughout the year. Events will be expanded to give priority to disaster victims when requested by the City. The County shall obtain all necessary permits and licenses required for the events and shall provide and/or contract for the services of properly trained personnel and hazardous waste haulers. The County shall also provide or secure suitable equipment and supplies to properly receive, package, label, haul, recycle and dispose of the household hazardous wastes collected at events.
- CoHHWCF: The County operates two permitted HHW collection facilities for the collection and storage of HHW. The County shall provide or contract for services, equipment, and supplies to properly receive, package, label, haul, recycle and dispose of wastes collected at the CoHHWCF.

The CoHHWCF are located at:

- *San Martin, 13055 Murphy Ave, San Martin*
- *San Jose, 1608 Las Plumas, San Jose*

## **6. Costs, Documentation, and Reimbursements**

Cities will be billed on a cost recovery basis. Costs of emergency events will be tracked and billed separately. Emergency funding applications pending from the State or Federal government for reimbursements in no way relieves the City of responsibility to make timely payment to the County in accordance with the terms of the AGENCY AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM.

The County agrees to provide the City with a detailed accounting of services provided for an emergency collection. Documentation will track the time and materials of staff, outside contractor expenses, and quantities and types of waste collected to demonstrate that the wastes were generated above and beyond existing collection programs.

Services to businesses will be provided on a cost recovery basis and according to Section 13 of the AGENCY AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM, which includes program administration, on-site collection, transportation, and disposal costs. The County will assume responsibility for collecting fees from participating businesses.

## **7. State and Federal Assistance and Funds**

It is the city's responsibility to pursue reimbursement from State or Federal agencies.

### State Office of Emergency Services (OES)

The OES is responsible for requesting assistance on behalf of local jurisdictions for resources beyond the capability of the jurisdiction. State assistance may include assistance available from State, Federal, or private sources. If a local jurisdiction is declared a state disaster area, and the local jurisdiction deems that the needs of the disaster response are beyond its capabilities, then the local jurisdiction can request assistance and reimbursement of costs from OES.

### Follow Standardized Emergency Management System (SEMS)

All requests and emergency responses must be in accordance with the SEMS. The State Department of Toxic Substances Control may have funding available for hazardous waste response and collection.

### Federal Assistance

If a state disaster area is declared a federal disaster, then federal funding assistance may be available through the State OES. Funding and assistance may be available from Federal agencies such as FEMA and the U.S. EPA.

Damage estimates: The city should provide to the State OES estimates of damages and a "scope of work requested." It is recommended that the local HHW coordinator meet ahead of time with local emergency agencies or State OES contacts regarding the proper procedures and wording of requests for assistance.

Funding Process: The funding process may vary depending on the unique circumstances of the disaster. The process can either be the traditional FEMA reimbursement process, or by direct assistance from EPA.

## **REFERENCES**

California Integrated Waste Management Board, Integrated Waste Management Disaster Plan: Guidance for local government on disaster debris management, January 1997.

EXHIBIT B-2D (revised)

INSURANCE REQUIREMENTS FOR  
ENVIRONMENTAL SERVICES CONTRACTS

(Hazardous Waste Disposal, Remediation Services, Environmental Consulting, etc.)

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.



## EXHIBIT B-2D (revised)

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:
  - a. Each occurrence - \$1,000,000
  - b. General aggregate - \$2,000,000
  - c. Products/Completed Operations aggregate - \$2,000,000
  - d. Personal Injury - \$1,000,000
2. General liability coverage shall include:
  - a. Premises and Operations
  - b. Products/Completed
  - c. Personal Injury liability
  - d. Severability of interest
3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

**Additional Insured Endorsement**, which shall read:

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the

## EXHIBIT B-2D (revised)

additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles. Coverage shall include Environmental Impairment Liability Endorsement MCS90 for contracts requiring the transportation of hazardous materials/wastes.

4a. Aircraft/Watercraft Liability Insurance (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft/watercraft.

5. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Contractors Pollution Liability Insurance

Coverage shall provide a minimum of not less than five million dollars (\$5,000,000) per occurrence and aggregate for bodily injury, personal injury, property damage and cleanup costs both on and offsite.

7. Professional Errors and Omissions Liability Insurance (required for contractors providing professional services, such as through a professional engineer, registered geologist, etc.)

- a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.
- b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars (\$50,000) per occurrence/event.

EXHIBIT B-2D (revised)

- c. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

8. Claims Made Coverage

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes the Consultant's start of work (including subsequent policies purchased as renewals or replacements).
- b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

E. Special Provisions

The following provisions shall apply to this Agreement:

- 1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
- 2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractors obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
- 3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
- 4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or

EXHIBIT B-2D (revised)

countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.



# City of Sunnyvale

## Agenda Item

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18-0087

Agenda Date: 4/24/2018

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### REPORT TO COUNCIL

#### **SUBJECT**

Award of Five On-Call Contracts for Pavement Rehabilitation Services for the Department of Public Works (F18-150)

#### **REPORT IN BRIEF**

Approval is requested to award five contracts to: NCE of Point Richmond, Wood Rodgers of Sacramento, BKF Engineers of San Jose, Michael Baker International of Rancho Cordova, and CSG Consultants, Inc of San Jose, in an amount not to exceed \$500,000 each to provide on-call professional design services associated with pavement rehabilitation for Department of Public Works (DPW).

#### **EXISTING POLICY**

Pursuant to Section 2.08.040 of the Sunnyvale Municipal Code, City Council approval is required for the procurement of goods and/or services exceeding \$100,000, in any one transaction.

#### **ENVIRONMENTAL REVIEW**

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

#### **BACKGROUND AND DISCUSSION**

The City's Pavement Rehabilitation Program provides funding for ongoing roadway infrastructure rehabilitation. One of the goals of the Pavement program is to return the average Pavement Condition Index (PCI) of City streets to a level of 80+. The PCI measures the condition of city streets on a scale of 0-100, and is based on a physical survey of street surfaces assessing conditions like cracking, asphalt failures, tree root issues, crack sealing status, etc.

In addition to the City's Pavement Rehabilitation Program (Capital Project 825290), the City is receiving funding for pavement rehabilitation related projects through Senate Bill 1 (SB1) and potentially Measure B. The goals of these programs are consistent with the City's pavement rehabilitation program, which seeks to enhance and rehabilitate the public roadway system.

In order to expend funds allocated to street maintenance in a timely manner, staff is recommending the use of on-call contracts with engineering consulting firms for the design of pavement projects. Consulting work generally includes preparation of plans, specifications, and estimates (PS&E) packages, along with construction support for Public Works competitive bidding.

A Request for Qualification (RFQL) process was utilized to solicit Statement of Qualifications (SOQ)

submittals for this project. The RFQL (No. F18-150) was distributed in October 2017 to two California-based pavement rehabilitation firms and posted on the City's website. Eighteen firms requested the RFQL documents. Five responsive SOQ's were received on November 21, 2017 from NCE, Wood Rodgers, BKF Engineers, Michael Baker International, and CSG Consultants, Inc.

SOQs were reviewed and ranked by an evaluation team consisting of Engineering staff. The SOQs were evaluated on their qualifications, experience and the proposed staff planning for this project. All five firms were interviewed. All five firms presented a good understanding of the City's pavement rehabilitation program, along with a good understanding of a project approach.

Due to competition for consultants resulting from the SB1 program, staff recommends awarding each of the five firms an On-Call Consultant Services Agreement. This will provide the City with multiple on-call consultants and the flexibility to deliver projects planned over the next several years within the funding deadlines.

Each Service Agreement is recommended for an initial three-year period for \$500,000, with an option to extend up to two additional years depending on need, pricing, service, and available funding.

### **FISCAL IMPACT**

Funds are budgeted in Project 825290 - Pavement Rehabilitation.

### **Funding Source**

Funding for this project is budgeted in the Infrastructure Renovation and Replacement Fund through SB1, Gas Tax, General Fund, and VRF 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) Award five (5) three-year on-call contracts for professional design services associated with pavement rehabilitation, each in the amount of \$500,000 and in substantially the same form as Attachment 1 to the report, to: NCE of Point Richmond, Wood Rodgers of Sacramento, BKF Engineers of San Jose, Michael Baker International of Rancho Cordova, and CSG Consultants, Inc of San Jose and 2) delegate authority to the City Manager to extend the contracts for up to two additional years based upon available funding, need, pricing, and service.

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

### **ATTACHMENTS**

1. Draft On-Call Consultant Services Agreement Template

**DRAFT CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF SUNNYVALE AND  
"Consultant Name" FOR ON-CALL ENGINEERING, DESIGN,  
AND CONSTRUCTION SUPPORT SERVICES FOR PAVEMENT REHABILITATION**

THIS AGREEMENT, dated \_\_\_\_\_, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and "Consultant Name" ("CONSULTANT").

WHEREAS, CITY desires to secure professional services necessary for investigation, analysis, design, preparation of construction drawings and contract specifications, consultation, services during construction and other services for an on-call consultant support services for pavement rehabilitation project; and

WHEREAS, CONSULTANT represents that it, and its sub-consultants, if any, possess the professional qualifications and expertise to provide the required services and are licensed by the State of California to practice engineering in the required disciplines;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONSULTANT

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

Except as specified in this Agreement, CONSULTANT shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise to perform all operations necessary and required to satisfactorily complete the services required in this Agreement.

2. Notice to Proceed/Completion of Services

- (a) CONSULTANT shall commence services upon receipt of a Notice to Proceed from CITY on each release order. Notice shall be deemed to have occurred three (3) calendar days after deposit in the regular course of the United States mail.
- (b) When CITY determines that CONSULTANT has satisfactorily completed the services defined in Exhibit "A" and the release order's scope of works, CITY shall give CONSULTANT written Notice of Final Acceptance of each release order, and CONSULTANT shall not incur any further costs hereunder. CONSULTANT may request this determination of completion when, in its opinion, it has satisfactorily completed the Scope of Work (Exhibit "A"), and if so requested, CITY shall make this determination within fourteen (14) days of such request.

3. Time for Performance

The term of this Agreement shall be three (3) years from the execution date, unless otherwise terminated. CONSULTANT shall deliver the agreed upon services to CITY as specified in Exhibit "A". Extensions of time may be granted by the City Manager upon a showing of good cause.

4. Payment of Fees and Expenses

Payments shall be made to CONSULTANT at the rate set forth in the attached Exhibit "B" entitled "Rate Sheet." All compensation will be based on monthly billings in accordance to each

approved release order compensation schedule. 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. The rates shall not exceed the amounts set forth in Exhibit "B" for each approved release order. In no event shall the total amount of compensation payable under this agreement exceed the sum of Five Hundred Thousand and No/100 Dollars (\$500,000.00) unless upon written modification of this Agreement. All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707.

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

5. No Assignment of Agreement

CONSULTANT bind themselves, their partners, successors, assigns, executors, and administrators to all covenants of this Agreement. Except as otherwise set forth in this Agreement, no interest in this Agreement or any of the work provided for under this Agreement shall be assigned or transferred, either voluntarily or by operation of law, without the prior written approval of CITY. However, claims for money due to or to become due to CONSULTANT from CITY under this Agreement may be assigned to a bank, trust company or other financial institutions, or to a trustee in bankruptcy, provided that written notice of any such assignment or transfer shall be first furnished to CITY. In case of the death of one or more members of CONSULTANT's firm, the surviving member or members shall complete the services covered by this Agreement. Any such assignment shall not relieve CONSULTANT from any liability under the terms of this Agreement.

6. Consultant is an Independent Contractor

CONSULTANT is not an agent or employee of CITY but is an independent contractor with full rights to manage its employees subject to the requirements of the law. All persons employed by CONSULTANT in connection with this Agreement will be employees of CONSULTANT and not employees of CITY in any respect. CONSULTANT is responsible for obtaining statutory Workers' Compensation coverage for its employees.

7. Consultant's Services to be Approved by a Registered Professional

All reports, costs estimates, plans and other documents which may be submitted or furnished by CONSULTANT shall be approved and signed by a qualified registered professional in the State of California. The title sheet for calculations, specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the professional responsible for their preparation.

8. Standard of Workmanship

CONSULTANT represents and maintains that it is skilled in the professional calling necessary to perform the services and its duties and obligations, expressed and implied, contained herein, and CITY expressly relies upon CONSULTANT's representations regarding its skills and knowledge. CONSULTANT shall perform such services and duties in conformance to and



consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California.

The plans, designs, specifications, estimates, calculations reports and other documents furnished under the Scope of Work (Exhibit "A") shall be of a quality acceptable to CITY. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well-organized, technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by CITY for similar projects.

9. Responsibility of CONSULTANT

CONSULTANT shall be responsible for the professional quality, technical accuracy and the coordination of the services furnished by it under this Agreement. Neither CITY's review, acceptance nor payment for any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and CONSULTANT shall be and remain liable to CITY in accordance with applicable law for all damages to CITY caused by CONSULTANT's negligent performance of any of the services furnished under this Agreement.

Any acceptance by CITY of plans, specifications, calculations, construction contract documents, reports, diagrams, maps and other material prepared by CONSULTANT shall not, in any respect, absolve CONSULTANT for the responsibility CONSULTANT has in accordance with customary standards of good engineering practice in compliance with applicable Federal, State, County and/or municipal laws, ordinances, regulations, rules and orders.

10. Right of CITY to Inspect Records of CONSULTANT

CITY, through its authorized employees, representatives, or agents, shall have the right, at any and all reasonable times, to audit the books and records including, but not limited to, invoices, vouchers, canceled checks, time cards of CONSULTANT for the purpose of verifying any and all charges made by CONSULTANT in connection with this Agreement. CONSULTANT shall maintain for a minimum period of three (3) years from the date of final payment to CONSULTANT or for any longer period required by law, sufficient books and records in accordance with generally accepted accounting practices to establish the correctness of all charges submitted to CITY by CONSULTANT. Any expenses not so recorded shall be disallowed by CITY.

11. Confidentiality of Material

All ideas, memoranda, specifications, plans, calculations, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for CONSULTANT and all other written information submitted to CONSULTANT in connection with the performance of this Agreement shall be held confidential by CONSULTANT and shall not, without the prior written consent of CITY be used for any purposes other than the performance of the Project services, nor be disclosed to an entity not connected with the performance of the Project services. Nothing furnished to CONSULTANT which is otherwise known to CONSULTANT or is or becomes generally known to the related industry shall be deemed confidential. CONSULTANT shall not use CITY's name, insignia or distribute exploitative publicity pertaining to the services rendered under this Agreement in any magazine, trade paper, newspaper or other medium without the express written consent of CITY.

12. No Pledging of CITY's Credit

Under no circumstances shall CONSULTANT have the authority or power to pledge the

credit of CITY or incur any obligation in the name of CITY.

13. Ownership of Material

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared or caused to be prepared, under this Agreement shall be the property of CITY, but CONSULTANT may retain and use copies thereof.

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

14. Hold Harmless/Indemnification

To the extent permitted by law (including, without limitation, California Civil Code section 2782.8), CONSULTANT agrees to indemnify, defend and hold harmless CITY, its officers and employees from any and all claims, demands, actions, causes of action, losses, damages, liabilities, known or unknown, and all costs and expenses, including reasonable attorneys' fees in connection with any injury or damage to persons or property to the extent arising out of any negligence, recklessness or willful misconduct of CONSULTANT, its officers, employees, agents, contractor, subcontractors or any officer, agent or employee thereof in relation to CONSULTANT's performance under this Agreement. Such defense and indemnification shall not apply in any instance of and to the extent caused by the sole negligence, recklessness or willful misconduct of CITY, its officers, employees, agents or representatives.

15. Insurance Requirements

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

16. No Third Party Beneficiary

This Agreement shall not be construed or deemed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action hereunder for any cause whatsoever.

17. Notices

All notices required by this Agreement, other than invoices for payment which shall be sent directly to Accounts Payable, shall be in writing, and sent by first class with postage prepaid, or sent by commercial courier, to address below.

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.

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

To CONSULTANT: Consultant

18. Waiver

CONSULTANT agrees that waiver by CITY of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

19. Amendments

No alterations or changes to the terms of this Agreement shall be valid unless made in writing and signed by both parties.

20. Integrated Agreement

This Agreement embodies the agreement between CITY and CONSULTANT and its terms and conditions. No verbal agreements or conversation with any officer, agent or employee of CITY prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon CITY.

21. Conflict of Interest

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

22. Governing Law, Jurisdiction and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict 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. Records, Reports and Documentation

CONSULTANT shall maintain complete and accurate records of its operation, including any and all additional records required by CITY in writing. CONSULTANT shall submit to CITY any and all reports concerning its performance under this Agreement that may be requested by CITY in writing. CONSULTANT agrees to assist CITY in meeting CITY's reporting requirements to the state

and other agencies with respect to CONSULTANT's work hereunder. All records, reports and documentation relating to the work performed under this Agreement shall be made available to City during the term of this Agreement.

24. Termination of Agreement

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

25. Subcontracting

None of the services covered by this Agreement shall be subcontracted without the prior written consent of CITY. Such consent may be issued with notice to proceed if subcontract consultants are listed in the project work plan.

26. Fair Employment

CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, condition of physical handicap, religion, ethnic background or marital status, in violation of state or federal law.

27. Changes

CITY or CONSULTANT may, from time to time, request changes in the terms and conditions of this Agreement. Such changes, which are mutually agreed upon by CITY and CONSULTANT, shall be incorporated in amendments to this Agreement.

28. Other Agreements

This Agreement shall not prevent either Party from entering into similar agreements with others.

29. Severability Clause.

In case any one or more of the provisions contained herein shall, for any reason, be held

invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions which shall remain in full force and effect.

30. Captions

The captions of the various sections, paragraphs and subparagraphs, of the contract are for convenience only and shall not be considered nor referred to for resolving questions of interpretation.

31. Entire Agreement; Amendment

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

32. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

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

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

("CONSULTANT")

APPROVED AS TO FORM:

By \_\_\_\_\_

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

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

By \_\_\_\_\_

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

**Exhibit A**  
**Scope of Work**

Consultants shall be required to:

1. Investigate existing sites
2. Obtain pavement analysis through geotechnical cores and testing
3. Assess data and evaluate methods for rehabilitation
4. Present and discuss recommendations and cost estimates with the City for approval and direction
5. Prepare plans, specifications and estimates for a 50% design phase
6. Prepare plans specifications and estimates for a 100% design phase
7. Prepare the Bid Package
8. Provide bidding and construction support services

Additional detail for each release order will be provided at the time of the Notice to Proceed.

**Exhibit B**  
**Compensation Schedule**

This Consultant Services Agreement template will be in the same format for the five on-call consultant services agreement, but the Exhibit "B" will be different for each of the five consultant.

## EXHIBIT "B"



### PLEASANTON FEE SCHEDULE Effective January 1, 2018

CLASSIFICATION	STANDARD RATE
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$245
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$205
Associate Engineer/Geologist/Surveyor/Planner/GIS/LA* III	\$200
Associate Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$190
Associate Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$180
Engineer/Geologist/Surveyor/Planner/GIS/LA* III	\$165
Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$155
Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$145
Assistant Engineer/Geologist/Surveyor/Planner/GIS/LA*	\$115
CAD Technician III	\$145
CAD Technician II	\$130
CAD Technician I	\$115
Project Coordinator	\$125
Administrative Assistant	\$105
1 Person Survey Crew	\$190
2 Person Survey Crew	\$275
3 Person Survey Crew	\$360
Subconsultants	Cost Plus 5%
Outside Services, Materials & Direct Charges	At Cost
Overtime Work	Rate Plus 50%

\*LA = Landscape Architect

Blueprints, reproductions, and outside graphic services will be charged at vendor invoice. Auto mileage will be charged at the IRS standard rate, currently 54.5 cents per mile.

Fee Schedule subject to change January 1, 2019.





## SCHEDULE OF CHARGES 2018 - SUNNYVALE

### PROFESSIONAL SERVICES

Principal .....	\$245/hour
Associate .....	\$195/hour
Senior .....	\$175/hour
Project .....	\$145/hour
Staff .....	\$130/hour

### TECHNICAL SERVICES

Senior Construction Manager* .....	\$130/hour
Senior Designer .....	\$135/hour
Senior Technician .....	\$120/hour
Construction Inspector* .....	\$120/hour
CAD Technician .....	\$115/hour
Senior Field Scientist .....	\$115/hour
Field Scientist .....	\$95/hour
Project Administrator .....	\$95/hour
Field/Engineering Technician .....	\$95/hour
Clerical .....	\$80/hour

### CONTRACT LABOR

From time to time, NCE retains outside professional and technical labor on a temporary basis to meet peak workload demands. Such contract labor will be charged at regular Schedule charges.

### LITIGATION SUPPORT

Expert testimony in depositions, hearings, mediations, and trials will be charged at 300% of the above rates.

### EQUIPMENT

Plotter Usage .....	(separate fee schedule)
Truck .....	\$110/day
Automobile .....	IRS Standard Mileage Rate
Falling Weight Deflectometer Testing .....	\$3,500/Day
Coring .....	\$4,500/Day
Environmental Equipment .....	(separate fee schedule)

### OUTSIDE SERVICES

All subcontractors and subconsultants ..... cost + 5%

### COMMUNICATION/ REPRODUCTION

In-house costs for long-distance telephone, faxing, postage, printing and copying ..... project labor charges

\* Rate will be adjusted by NCE to comply with the Prevailing Wage Rate Determinations in the locality of the work as set by the California Department of Industrial Relations.



## HOURLY RATE SCHEDULE

Effective January 2018 through December 2018

OFFICE PERSONNEL	\$/ Hour
Principal .....	238.00
Senior Project Manager .....	230.00
Project Manager .....	200.00
Technical Manager .....	210.00
Senior Engineer .....	170.00
Senior Planner .....	185.00
Electrical Engineer .....	175.00
Biologist .....	175.00
Landscape Architect .....	165.00
Senior GIS Analyst .....	156.00
Project Engineer .....	165.00
Project Planner (funding) .....	155.00
Environmental Specialist .....	150.00
Design Engineer/Senior Designer/Survey Analyst .....	160.00
GIS Analyst .....	168.00
Designer/Planner .....	130.00
Project Coordinator .....	125.00
Graphic Artist .....	110.00
Environmental Analyst/Staff Planner .....	115.00
Design Technician .....	115.00
Assistant Engineer/Planner .....	105.00
Permit Processor .....	95.00
Engineering Aid/Planning Aid/Public Outreach .....	85.00
Contract Support .....	80.00
Office Support/Clerical .....	75.00
<b>SURVEY PERSONNEL</b>	
2-Person Survey Crew .....	\$280.00
1-Person Survey Crew .....	170.00
Licensed Surveyor .....	200.00
Field Supervisor .....	180.00

**Note:** Blueprinting, reproduction, messenger service and other direct expenses will be charged at cost. A Sub-Consultant Management Fee of five-percent (5%) will be added to the direct cost of all sub-consultant services to provide for the cost of administration, sub-consultant consultation and insurance. Vehicle mileage will be charged as an additional cost at the IRS approved rate.

For on-call contracts, an annual escalation increase will be applied. This escalation will be charged at the rate reported by the California Consumer Price Index.



## 2017 SCHEDULE OF FEES

City of Sunnyvale  
On-Call Contract for Pavement Rehabilitation Project

*A 3% yearly escalation in hourly rates will  
apply for the duration of the contract.*

### PROFESSIONAL SERVICES

Engineering Assistant/Laboratory Technician .....	\$80/hr.
Engineering Field Technician/Special Inspector I .....	75/\$100(PW)*hr.
Engineering Field Technician/Special Inspector II .....	85/110(PW)*hr.
Engineering Field Technician/Special Inspector III .....	95/120 (PW)*hr.
Word Processor/Technical Editor .....	75/hr.
Engineering/Research Assistant/Technical Illustrator .....	90/hr.
Project Coordinator/GIS Specialist .....	95/hr.
Staff Engineer/Geologist .....	110/hr.
Senior Staff Engineer/Geologist .....	120/hr.
Project Engineer/Geologist .....	130/hr.
Senior Project Engineer/Geologist .....	140/hr.
Senior Engineer/Geologist/Geophysicist .....	160/hr.
Associate Engineer/Geologist .....	185/hr.
Principal Engineer/Geologist/Litigation Support .....	225/hr.
Deposition or Court Appearance .....	400/hr.
Overtime and Saturday Rate .....	1.5 X Regular Hourly Rate
Sunday and Holiday Rate .....	2 X Regular Hourly Rate
Minimum Professional Fee .....	\$500/Project
Minimum Field Services Fee (per day or call-out) .....	2 Hours

\*Prevailing Wage (PW) per requirements of California Labor Code §720, et. Seq.

### TRAVEL

Personnel .....	Regular Hourly Rate
Subsistence (Per Diem) .....	\$150/day
Vehicle Mileage .....	IRS Rate

### EQUIPMENT & ANALYTICAL TESTS

Nuclear Gauge .....	Included in Technician hourly Rate	Level D PPE/Decon Rinse Equipment .....	\$50/day
Pick-up Truck .....	\$125/day	pH/Conductivity/Temperature Meter .....	50/day
Equipment Truck .....	200/day	55-gallon drum .....	55/ea.
Direct-Push Rig/Operator .....	165/190(PW)*hr	TPHg/BTEX (EPA 8015M/8021B) .....	70/ea.
Direct-Push Sample Liner .....	10/ea.	TPHg/BTEX/MTBE (EPA 8015M/8260B) .....	100/ea.
Equipment Trailer .....	100/day	TPHd/TPHmo (EPA 8015M) .....	75/ea.
Wenner 4-Pin Earth Resistivity Meter .....	150/day	Fuel Oxygenate Compounds (EPA 8260B) .....	110/ea.
Coring Machine (concrete, asphalt, masonry) .....	175/day	Volatile Organic Compounds (EPA 8260B) .....	150/ea.
Dynamic Cone Penetrometer .....	200/day	Semi-Volatile Organic Compounds (EPA 8270) .....	300/ea.
Dilatometer (DMT) Test Equipment .....	800/day	CAM 17 Metals (EPA 6010B) .....	170/ea.
Generator or Air Compressor .....	100/day	Single Metal (EPA 6010B) .....	20/ea.
GPS Unit .....	160/day	Pesticides (EPA 8081) .....	125/ea.
Drive-Tube Sampler or Hand-Auger .....	40/day	Soil pH (EPA 9045C) .....	20/ea.
Soil Sample Tube (Brass or Stainless) .....	10/ea.	WET or TCLP Extraction .....	75/ea.
Water Level Indicator .....	40/day	Sample Compositing .....	20/composite.
Battery-Powered Pump .....	75/day	48-hour Turnaround Time .....	60% surcharge
Photo-Ionization Meter .....	125/day	24-hour Turnaround Time .....	100% surcharge

### LABORATORY TESTS

#### COMPACTION CURVES

4-inch mold (D1557/D698) .....	\$175/ea.
6-inch mold (D1557/D698) .....	190/ea.
California Impact (CAL216) .....	200/ea.
Check Point .....	85/ea.

#### SOIL AND AGGREGATE STABILITY

Resistance Value, R-Value (D2844/CAL301) .....	\$275/ea.
R-Value, Treated (CAL301) .....	300/ea.
California Bearing Ratio (D1883) .....	175/pt.
Stabilization Ability of Lime (C977) .....	180/ea.

## SOIL AND AGGREGATE PROPERTIES

#200 Wash (D1140/C117).....	\$60/ea.	Moisture Determination, tube sample (D2216).....	\$20/ea.
Wet Sieve Analysis to #200 (D422/CAL202).....	100/ea.	Moisture Determination and Unit Weight (D2937).....	40/ea.
Hydrometer Analysis (D422).....	150/ea.	Atterberg Limits: Plasticity Index (D4318).....	175/ea.
Sieve Analysis with Hydrometer (D422).....	180/ea.	Sand Equivalent (D2419/CAL217).....	90/ea.
Specific Gravity, Soil (D854).....	70/ea.	pH and Resistivity (CAL643).....	120/ea.
Specific Gravity Coarse Aggregate (C127).....	50/ea.	Sulfate Content (CAL417).....	90/ea.
Specific Gravity Fine Aggregate (C128).....	68/ea.	Chloride Content (CAL422).....	50/ea.
Cut/Extract Shelby Tube.....	50/ea.	Organic Content (D2974).....	50/ea.

### SHEAR STRENGTH

Unconfined Compression (D2166).....	\$100/ea.
Direct Shear (D3080) (3pt).....	300/ea.
Unconsolidated-Undrained Triaxial Shear (D2850).....	125/pt.
Unconsolidated-Undrained Triaxial Staged (D2850).....	175/ea.
Consolidated-Undrained Triaxial Shear (D4767).....	300/pt.
Consolidated-Undrained Triaxial Staged (D4767).....	375/ea.
Consolidated-Drained Triaxial Shear (EM1110).....	400/pt.
Consolidated-Drained Triaxial Staged (EM1110).....	500/ea.

### PERMEABILITY, CONSOLIDATION AND EXPANSION

Permeability, Flexible Wall (D5084).....	\$265/ea.
Permeability, Rigid Wall (D5856).....	255/ea.
Consolidation (D2435).....	50/pt.
Expansion Index (D4829/UBC 29-2).....	175/ea.

### AGGREGATE QUALITY

Sieve Analysis to #200 (C136).....	\$100/ea.
L.A. Rattler Test (500 rev.) (C131).....	185/ea.
Durability Index (D3744/CAL229).....	165/ea.
Fine Aggregate Angularity (CAL 234).....	125/ea.
Flat and Elongated Particles (D4791/CAL 235).....	150/ea.
Percent Crushed Particles (CAL205).....	150/ea.

### CONCRETE / MASONRY / REINFORCING STEEL

Compressive Strength, Cast Cylinders (C39).....	\$25/ea.
Compressive Strength, Cores (C42).....	40/ea.
Flexural Strength Beam (C78/C293).....	80/ea.
Splitting Tensile Test (C496).....	69/ea.
Mix Design Review.....	200/ea.
Trial Batch.....	475/ea.
Rebar Tensile / Bend (up to #11/#11 and Larger).....	175/200/ea.
CMU Compressive Strength (C140).....	\$60/ea.
Compressive Strength, Grout (C1019/UBC 21-19).....	25/ea.
Compressive Strength, Mortar (C109/UBC 21-15,16).....	25/ea.
CMU Unit Wt., Dimen., Absorption (C140).....	60/ea.
Compressive Strength, Masonry Prism (C1314).....	115/ea.

### HOT MIX ASPHALT

Density, Hveem (D2726/CAL308).....	\$100/pt.
Stabilometer Value (D1560/CAL366).....	175/ea.
Theoretical Max. Specific Gravity (D2041/CAL309).....	175/ea.
Extraction/Sieve Analysis (C136/CAL202).....	150/ea.
HMA Core Unit Weight (D1188/CAL308).....	60/ea.
% Asphalt, Ignition Method (D6307/CAL382).....	100/ea.
% Asphalt, Ignition Calibration (D6307/CAL382).....	200/ea.
% Voids (CAL 367).....	275/ea.

**\*2X surcharge on rush turnaround for laboratory testing**

## TERMS AND CONDITIONS - MAY BE SUPERSEDED BY PROJECT-SPECIFIC AGREEMENTS

- Listed are typical charges for the services most frequently performed by Geocon. Prices for unlisted services as well as special quotations for programs involving volume work will be provided upon request. Laboratory test prices shown are for laboratory work only, and include reporting of routine results not calling for comments, recommendations or conclusions.
- Sampling and testing is conducted in substantial conformance with the latest applicable or designated specifications of the American Society for Testing and Materials, Caltrans, American Association of State Highway and Transportation Officials, or other pertinent agencies.
- Saturday, night work, and overtime hours are charged at time and one-half; Sundays and holidays at double time. Per diem may apply when location of work dictates.
- Equipment and materials will be billed at cost plus 15%. Outside services including subcontractors and rental of special equipment are billed at cost plus 15%. Hourly services are billed portal to portal from closest office in accordance with the stated hourly rates herein, with a minimum two-hour charge.
- Invoices will be submitted at four-week intervals. Terms of payment are met upon presentation of invoice. Invoices become delinquent thirty (30) days from invoice date and subject to one and one-half percent (1-1/2%) service charge per month, or the maximum rate allowed by law, whichever is lower. If Client objects to all or any portion of any invoice, Client will so notify Geocon in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. Payment on delinquent invoices will first be applied to accrued interest and then to the principal amount. All time spent and expenses incurred (including any attorney's fees and costs) in connection with collection of any delinquent amount will be paid by Client to Geocon per Geocon's current fee schedule.
- Client and Geocon shall allocate certain of the risks so that, to the fullest extent permitted by law, Geocon's (the term "Geocon" includes Geocon's partners, officers, directors, employees, agents, affiliates, subcontractors and subconsultants) total aggregate liability to Client is limited to the greater of **\$50,000** or the total compensation received from Client by Geocon for services rendered on this project, for any and all of Client's injuries, damages, claims, losses, expenses, or claim expenses arising out of this Agreement from any cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above.

Client and Geocon shall allocate certain of the other risks so that, to the fullest extent permitted by law, Client shall limit Geocon's total aggregate liability to all third parties, including contractors, subcontractors of all tiers, materialmen, and others involved in Client's project, as well as persons and other entities not involved in the project, to the greater of **\$100,000** or the total compensation received from Client by Geocon for services rendered on this project, for any and all injuries, damages, cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above, including all liability incurred by Geocon for acts, errors, or omissions, pursuant to entering into agreements with third parties on behalf of Client in order to obtain access or entry onto property not owned by Client. Client agrees to notify all contractors and subcontractors of any limitation of Geocon's liability to them, and require them to abide by such limitation for damages suffered by any contractor or subcontractor arising from Geocon's actions or inactions. Neither the contractor nor any subcontractor assumes any liability for damages to others which may arise on account of Geocon's actions or inactions.



## Rate Schedule

Principal .....	\$250/hour
Director .....	230/hour
Senior Project Manager .....	210/hour
Project Manager .....	180/hour
Senior Transportation Engineer .....	165/hour
Transportation Engineer .....	145/hour
Assistant Transportation Engineer.....	125/hour
Transportation Planner .....	120/hour
Assistant Transportation Planner .....	115/hour
Graphics Designer .....	110/hour
Designer .....	100/hour
Technical Staff II.....	90/hour
Administrative Staff .....	80/hour
Production Staff .....	55/hour

## Reimbursable Expenses

Plotting (per sheet) .....	\$18.00
Travel Cost (per mile, subject to change; based on IRS standard mileage rates) .....	0.545

*Expert Witness charges available upon request.*

*Invoices are due and payable within 30 days. Invoices paid after 30 days will be subject to separate billings of one and one half percent per month of unpaid balance. Late charges are not included in any agreement for maximum charges.*

*Rates Effective January 1, 2018*

*Rates Subject to Change*



## 2018 Engineering Division Hourly Rates

CSG services are billed on a time-and-materials basis according to our Standard Rates, shown below.

Professional Engineering Services	Hourly Rate
Analyst	\$120
Engineering Designer	\$130
Construction Inspector	\$135
Senior Analyst	\$140
Assistant Resident Engineer	\$160
Assistant Engineer	\$140
Associate Engineer	\$160
Senior Construction Inspector	\$150
Senior Engineer	\$185
Resident Engineer	\$180
Structure Representative	\$180
Senior Structural Engineer	\$195
Senior Project Manager	\$195
Principal Engineer	\$205
Senior Principal Engineer	\$230
Two-Person Survey Crew	\$310

Rates reflect and include administrative costs and routine expenses such as local mileage, copying, fax, telephone, mail, in-house printing, software, and computer usage. Reproduction and other overhead costs are billed at costs. Subconsultants are billed at cost plus 5%. Rates will remain effective through December 31, 2018. Rates are subject to an annual increase based on CPI.



**PROFESSIONAL PERSONNEL SERVICE FEES**  
JANUARY 1, 2018 - DECEMBER 31, 2018

<u>PERSONNEL</u>	<u>HOURLY RATES</u>
<b>ENGINEERING</b>	
Senior Associate	\$212.00
Associate	\$206.00
Project Manager	\$197.00 - \$202.00
Engineer IV	\$182.00
Engineer I, II, III	\$129.00 - \$148.00 - \$168.00
Engineering Assistant	\$79.00
Junior Engineer	\$67.00
<b>PLANNING</b>	
Planner I, II, III, IV	\$129.00 - \$148.00 - \$168.00 - \$182.00
<b>SURVEYING</b>	
Senior Associate	\$212.00
Associate	\$206.00
Project Manager	\$197.00 - \$202.00
Surveyor I, II, III, IV	\$129.00 - \$148.00 - \$168.00 - \$181.00
Survey Party Chief	\$169.00
Survey Chainman	\$109.00
Apprentice I, II, III, IV	\$67.00 - \$90.00 - \$99.00 - \$105.00
Instrumentman	\$145.00
Surveying Assistant	\$79.00
Junior Surveyor	\$67.00
Utility Locating Superintendent	\$170.00
Utility Locator I, II, III	\$88.00 - \$124.00 - \$149.00
BIM Specialist I, II, III	\$129.00 - \$148.00 - \$168.00
<b>DESIGN AND DRAFTING</b>	
Technician I, II, III, IV	\$123.00 - \$131.00 - \$143.00 - \$155.00
Drafter I, II, III, IV	\$96.00 - \$106.00 - \$114.00 - \$127.00
<b>CONSTRUCTION ADMINISTRATION/QSP-QSD</b>	
Senior Construction Administrator	\$191.00
Resident Engineer	\$142.00
Field Engineer I, II, III	\$129.00 - \$148.00 - \$168.00
Senior Consultant	\$221.00
<b>SERVICES AND EXPENSES</b>	
Project Assistant	\$79.00
Clerical/Administrative Assistant	\$67.00
Delivery Services	\$35.00

Principals' time on projects is chargeable at \$237.00- \$260.00 per hour.

An escalation rate of 4% per year will be added to the above rates. Subconsultant fees will be billed at cost plus 5%. Charges for other outside services, equipment, and facilities not furnished directly by BKF Engineers will be billed at cost; such charges may include, but shall not be limited to printing and reproduction services; shipping, delivery, and courier charges; special fees, permits, and insurance; transportation on public carriers, meals, and lodging; and consumable materials. Mileage will be charged at the prevailing IRS rate per mile. Expert witness/litigation rates are available upon request.

## **Exhibit C**

### **INSURANCE REQUIREMENTS FOR CONSULTANTS**

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Consultant, his agents, representatives, or employees.

Minimum Scope and Limits of Insurance. Consultant shall maintain limits no less than:

1. **Commercial General Liability:** \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form CG 0001 or equivalent is required.
2. **Automobile Liability:** \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 or equivalent is required.
3. **Workers' Compensation** Statutory Limits and **Employer's Liability:** \$1,000,000 per accident for bodily injury or disease.
4. **Errors and Omissions** Liability Insurance appropriate to the Consultant's Profession: \$2,000,000 per claim.

#### Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared and approved by the City of Sunnyvale. The consultant shall guarantee payment of any losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention.

#### Other Insurance Provisions

The **general liability** policy shall contain, or be endorsed to contain, the following provisions:

1. The City of Sunnyvale, its officials, employees, agents and volunteers are to be covered as additional insureds with respects to liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, employees, agents or volunteers.
2. For any claims related to this project, the Consultant's insurance shall be primary. Any insurance or self-insurance maintained by the City of Sunnyvale, its officers, officials, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Sunnyvale, its officers, officials, employees, agents or volunteers.
4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Sunnyvale.

#### Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A:VII, unless otherwise acceptable to the City of Sunnyvale.

#### Verification of Coverage

Consultant shall furnish the City of Sunnyvale with original a Certificate of Insurance effecting the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the City of Sunnyvale prior to commencement of work.





# City of Sunnyvale

## Agenda Item

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**18-0394**

**Agenda Date: 4/24/2018**

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### **SUBJECT**

Adopt Ordinance No. 3133-18 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

### **REPORT IN BRIEF**

On April 10, 2018, the Council by a motion (6-0, Councilmember Larsson absent) introduced a Wage Theft Ordinance. After receiving comments from a member of the public during the hearing regarding a perceived ambiguity in the ordinance language, the Office of the City Attorney reviewed the language in more detail and determined that a clerical error existed within the Ordinance. As a result, the new version of the Ordinance presented for Council adoption has a few minor edits that does not change the substantive meaning or intent of the original version and which are consistent with the requirements under Sunnyvale Charter section 700, which is modeled after Government Code section 36934. The reasons for the revisions are readily discernible by examining the record (staff report and staff presentation to Council). To briefly summarize the edits, the definition of "final court order or administrative action" has been modified to change the word "or" to "and" and redundant verbiage has been eliminated at the end of each sentence. The result is a clearer expression that a final action is one in which there is no pending appeal and the time period for an appeal has passed. Furthermore, the edits do not materially alter the rights of permittees and licensees under the Ordinance.

While the language of the ordinance closely tracked wage theft ordinances adopted by other jurisdictions, staff believes the new language is an improvement and provides more clarity. No changes are necessary to the Wage Theft Policy that was also adopted by Council on April 10, 2018, since different phrasing was used in the Policy.

### **RECOMMENDATION**

Adopt Ordinance No. 3133-18

### **ATTACHMENT**

1. Ordinance No. 3133-18

## ORDINANCE NO. 3133-18

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUNNYVALE 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.

WHEREAS, the City of Sunnyvale has a commitment and a responsibility to ensuring that employers pay workers the wages to which they are legally entitled; and

WHEREAS, the City of Sunnyvale desires to amend certain sections of the Sunnyvale Municipal Code in Titles 5 and 9 to authorize the denial, suspension or revocation of a permit or license based upon the violation of wage and hour laws.

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

SECTION 1. Chapter 5.28 AMENDED. Sections 5.28.060 and 5.28.110 of Chapter 5.28 (Peddlers) of Title 5 (Business Licenses and Regulations) of the Sunnyvale Municipal Code are hereby amended to read as follows:

**5.28.060. Investigation and license issuance.**

- (a) [Text unchanged]
- (b) The director of public safety shall deny an application for a license if he or she makes any of the following findings:
  - (1) - (7) [Text unchanged]
  - (8) Within the last five years, the applicant has failed to comply with a final court order or administrative action of an investigatory agency finding a violation of applicable federal, state and local wage and hour laws, including but not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or prevailing wage requirements. For purposes of this subsection, a final court order or administrative action is one as to which there is ~~either~~ no pending appeal ~~or~~ and the time for filing an appeal has passed ~~and no appeal was filed~~.
- (c) - (d) [Text unchanged]

**5.28.110. Peddler—Revocation of license.**

- (a) A license issued under this chapter may be suspended or revoked by the director of public safety for any of the following causes:
  - (1) - (5) [Text unchanged]

(6) The applicant has failed to comply with a final court order or administrative action of an investigatory agency finding a violation of applicable federal, state and local wage and hour laws, including but not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or prevailing wage requirements. For purposes of this subsection, a final court order or administrative action is one as to which there is ~~either~~ no pending appeal ~~or and~~ the time for filing an appeal has passed ~~and no appeal was filed~~.

(b) [Text unchanged]

**SECTION 2.** Chapter 5.32 AMENDED. Sections 5.32.040 and 5.32.080 of Chapter 5.32 (Private Patrol Service) of Title 5 (Business Licenses and Regulations) of the Sunnyvale Municipal Code are hereby amended to read as follows:

**5.32.030. Permit—Application and bond requirements.**

(a) – (d) [Text unchanged]

(e) The application may be denied if within the last five years the applicant has failed to comply with a final court order or administrative action of an investigatory agency finding a violation of applicable federal, state and local wage and hour laws, including but not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or prevailing wage requirements. For purposes of this subsection, a final court order or administrative action is one as to which there is ~~either~~ no pending appeal ~~or and~~ the time for filing an appeal has passed ~~and no appeal was filed~~.

(f) The chief of the department of public safety shall report the results of his investigation and his recommendation upon the application to the city manager for approval prior to the issuance of a permit.

**5.32.080. Revocation of permit or license.**

(a) A permit or license issued under the provisions of this chapter may be revoked by the chief of the department of public safety with the approval of the city manager, if the holder thereof has violated any of the provisions of this chapter, or the laws of the state of California, or the United States, the violation of which reflects unfavorably upon the fitness of the holder of the permit or license to offer a private patrol service, or be employed in offering such service, or has otherwise acted in such a manner as to demonstrate his unfitness to offer such private patrol service, or to be employed in offering such service. Additionally, the permit or license may be revoked if the applicant has failed to comply with a final court order or administrative action of an investigatory agency finding a violation of applicable federal, state and local wage and hour laws, including but not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or prevailing wage requirements. For purposes of this subsection, a final court order or administrative action is one as to which there is ~~either~~ no pending appeal ~~or and~~ the time for filing an appeal has passed ~~and no appeal was filed~~.

- (b) [Text unchanged]

**SECTION 3.** Chapter 5.36 AMENDED. Sections 5.36.050 and 5.36.140 of Chapter 5.36 (Taxicabs) of Title 5 (Business Licenses and Regulations) of the Sunnyvale Municipal Code are hereby amended to read as follows:

**5.36.050. Franchise—Application.**

- (a) [Text unchanged]  
(b) In addition to the items of information required in subsection (a) of this section, the applicant shall, together with the franchise application, furnish the following:

- (1) – (4) [Text unchanged]

(5) A statement that within the last five years the applicant has not failed to comply with a final court order or administrative action of an investigatory agency finding a violation of applicable federal, state and local wage and hour laws, including but not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or prevailing wage requirements. For purposes of this subsection, a final court order or administrative action is one as to which there is ~~either~~ no pending appeal ~~or and~~ the time for filing an appeal has passed ~~and no appeal was filed~~.

**5.36.140. Franchise revocation.**

- (a) The director of public safety, or designee, may revoke the franchise granted under this chapter, if any of the following determinations are made:

- (1) – (6) [Text unchanged]

(7) If the applicant has failed to comply with a final court order or administrative action of an investigatory agency finding a violation of applicable federal, state and local wage and hour laws, including but not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or prevailing wage requirements. For purposes of this subsection, a final court order or administrative action is one as to which there is ~~either~~ no pending appeal ~~or and~~ the time for filing an appeal has passed ~~and no appeal was filed~~.

- (b) – (e) [Text unchanged]

**SECTION 4.** Chapter 9.40 AMENDED. Sections 9.40.040, 9.40.070 and 9.40.100 of Chapter 9.40 (Adult Entertainment Establishments - Licenses) of Title 9 (Public Peace, Safety or Welfare) of the Sunnyvale Municipal Code are hereby amended to read as follows:

**9.40.040. Adult business license required.**

- (a) [Text unchanged]  
(b) A license shall be issued to any applicant who has met all conditions under this chapter and complied with all of the following requirements:

- (1) – (4) [Text unchanged]

(5) The applicant has submitted a statement that within the last five years the applicant has not failed to comply with a final court order or administrative action of an investigatory agency finding a violation of applicable federal, state and local wage and hour laws, including but not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or prevailing wage requirements. For purposes of this subsection, a final court order or administrative action is one as to which there is ~~either~~ no pending appeal ~~or and~~ the time for filing an appeal has passed ~~and no appeal was filed~~.

(c) [Text unchanged]

#### **9.40.070. Denial of license.**

(a) Within thirty days of receipt of a completed application and payment of fees, the director shall deny an application for a license upon making any of the following findings:

(1) – (4) [Text unchanged]

(5) Within the last five years, the applicant has failed to comply with a final court order or administrative action of an investigatory agency finding a violation of applicable federal, state and local wage and hour laws, including but not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or prevailing wage requirements. For purposes of this subsection, a final court order or administrative action is one as to which there is ~~either~~ no pending appeal ~~or and~~ the time for filing an appeal has passed ~~and no appeal was filed~~.

(b) [Text unchanged]

#### **9.40.100. Grounds for suspension or revocation.**

A licensee may be subject to suspension or revocation of a license issued pursuant to this chapter, or be subject to other appropriate disciplinary action, for any of the following grounds arising from the acts or omissions of the licensee, or an employee, agent, partner, director, stockholder, or manager of an adult business:

(a) – (f) [Text unchanged]

(g) If the applicant has failed to comply with a final court order or administrative action of an investigatory agency finding a violation of applicable federal, state and local wage and hour laws, including but not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or prevailing wage requirements. For purposes of this subsection, a final court order or administrative action is one as to which there is ~~either~~ no pending appeal ~~or and~~ the time for filing an appeal has passed ~~and no appeal was filed~~.

SECTION 5. Chapter 9.41 AMENDED. Sections 9.41.090, 9.41.110 and 9.41.170 of Chapter 9.41 (Massage Establishments and Professionals) of Title 9 (Public Peace, Safety or Welfare) of the Sunnyvale Municipal Code are hereby amended to read as follows:



**9.41.090. Permit application.**

The owners of the massage establishment shall file an application for a permit on a form provided by the director. The application shall be accompanied by the fee established by the city's fee schedule. The application shall include the following information:

(a) – (m) [Text unchanged]

(n) A statement that within the last five years the applicant has not failed to comply with a final court order or administrative action of an investigatory agency finding a violation of applicable federal, state and local wage and hour laws, including but not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or prevailing wage requirements. For purposes of this subsection, a final court order or administrative action is one as to which there is ~~either~~ no pending appeal ~~or and~~ the time for filing an appeal has passed ~~and no appeal was filed~~.

**9.41.110. Permit denial.**

The director may deny an application for a massage establishment permit on any of the following grounds:

(a) – (k) [Text unchanged]

(l) Within the last five years, the applicant has failed to comply with a final court order or administrative action of an investigatory agency finding a violation of applicable federal, state and local wage and hour laws, including but not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or prevailing wage requirements. For purposes of this subsection, a final court order or administrative action is one as to which there is ~~either~~ no pending appeal ~~or and~~ the time for filing an appeal has passed ~~and no appeal was filed~~.

**9.41.170. Revocation or suspension.**

All massage establishment operators shall be deemed to know and understand the requirements and prohibitions of this chapter. Any massage establishment permit issued pursuant to this chapter may be suspended or revoked by the director after a hearing, where the director finds that any of the following have occurred on even a single occasion:

(a) – (k) [Text unchanged]

(l) If the applicant has failed to comply with a final court order or administrative action of an investigatory agency finding a violation of applicable federal, state and local wage and hour laws, including but not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or prevailing wage requirements. For purposes of this subsection, a final court order or administrative action is one as to which there is ~~either~~ no pending appeal ~~or and~~ the time for filing an appeal has passed ~~and no appeal was filed~~.

SECTION 6. CEQA - EXEMPTION. The City Council finds, pursuant to Title 14 of the California Code of Regulations, Section 15378(b)(5), that this ordinance is exempt from the

requirements of the California Environmental Quality Act (CEQA) in that it is not a Project because of governmental policy making and administrative activity that will not result in direct or indirect changes in the environment.

SECTION 7. CONSTITUTIONALITY; SEVERABILITY. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such decision or decisions shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, sentence, clause and phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid.

SECTION 8. EFFECTIVE DATE. This ordinance shall be in full force and effect thirty (30) days from and after the date of its adoption.

SECTION 9. POSTING AND PUBLICATION. The City Clerk is directed to cause copies of this ordinance to be posted in three (3) prominent places in the City of Sunnyvale and to cause publication once in The Sun, the official publication of legal notices of the City of Sunnyvale, of a notice setting forth the date of adoption, the title of this ordinance, and a list of places where copies of this ordinance are posted, within fifteen (15) days after adoption of this ordinance.

Introduced at a regular meeting of the City Council held on April 10, 2018, and adopted as an ordinance of the City of Sunnyvale at a regular meeting of the City Council held on \_\_\_\_\_, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

RECUSAL:

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor

(SEAL)

APPROVED AS TO FORM:

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





# City of Sunnyvale

## Agenda Item

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**18-0280**

**Agenda Date: 4/24/2018**

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### **REPORT TO COUNCIL**

#### **SUBJECT**

Public Hearing and Adoption of Resolution to Confirm the Annual Report and Levy and Collect an Annual Assessment for the Downtown Sunnyvale Business Improvement District (BID) for Fiscal Year 2018/2019

#### **BACKGROUND**

On March 27, 2018, the City Council approved the Fiscal Year 2017/2018 BID Annual Report, and adopted a Resolution of Intention to reauthorize the Downtown Sunnyvale Business Improvement District.

With the adoption of the resolution, Council set April 24, 2018 as the date for the public hearing. The purpose of the public hearing is to provide BID businesses an opportunity to support or oppose the BID reauthorization. The City Council will hear and consider protests against the BID reauthorization and/or protests regarding the proposed activities of the proposed BID.

If after the public hearing, businesses paying 50 percent or more of the total BID assessments file a protest, no further proceedings to reauthorize the BID can occur. If protests do not exceed 50 percent or more, staff recommends that Council adopt the Resolution to Confirm the Annual Report and Levy and Collect an Annual Assessment for Fiscal Year 2018/2019 (Attachment 1).

#### **Downtown Sunnyvale BID**

There are approximately 215 businesses located in the existing BID area, which is divided into three zones: Zone A, Zone B, and Zone C. The BID boundaries are Sunnyvale, Iowa, Mathilda and Evelyn Avenues (Attachment 1, Exhibit 2)

The current Board members are:

Joe Antuzzi, Il Postale, Board Chair  
Dr. Gary Gold, Dr. Gold & Associates/Style Eyes Optique, Board Vice-Chair  
Leigh Odum, Leigh's Favorite Books & Bookasaurus  
Irene Murphy, Fibbar MaGee's  
Amit Rajgarhia, Dish Dash  
Victor Reynoso, Aloft Hotel  
Crystal Johnson, RiverRock Real Estate Group

#### **EXISTING POLICY**

Municipal Code Sections - Downtown Sunnyvale Business Improvement District  
3.60.050. Establishment of benefit assessments  
3.60.060. Purpose and use of benefit assessments

## 3.60.090. Collection of benefit assessment

**ENVIRONMENTAL REVIEW**

This action is not a project within the meaning of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15378(b)(4) in that it involves the creation of government funding mechanisms or other government fiscal activities that do not involve any commitment to any specific project which may result in a potentially significant impact on the environment.

**DISCUSSION**

Pursuant to Sunnyvale Municipal Code section 3.60.050, entitled "Establishment of benefit assessment," the formula for calculating the BID assessment amount is determined by the BID Board and enacted by the City. The BID Board included the budget and assessment formula, in the Fiscal Year 2017/2018 Annual Report approved by Council on March 27, 2018. The assessment amounts will remain unchanged for Fiscal Year 2018/2019.

**Public Hearing and Protest Process**

Under the Streets and Highways Code section 36535 the City Council must conduct a public hearing, which shall be conducted as provided in the Streets and Highways Code 36524 and 36525, regarding protests against the furnishing of specified types of activities and improvements. A protest may be made orally or in writing by an interested person. Any protest pertaining to the regularity or sufficiency of the proceedings shall be in writing and shall clearly set forth the irregularity of defect to which the objection is made. If written protests from BID business owners paying 50 percent or more of the proposed assessments under each action are received, then a majority protest exists and no further proceedings to levy the proposed assessment shall be taken for a period of one year from April 24, 2018.

The process for the public hearing is:

1. Mayor may call on the BID's Executive Director to provide an overview of BID activities.
2. Open the public hearing and hear public comments and protests that were not received prior to the conclusion of the public hearing.
3. City staff will review any written protests. If a person submitting a protest is not shown on the official records of the City of Sunnyvale as the owner of the business, then the protest shall contain or be accompanied by written evidence that the person protesting is the owner of the business. A written protest that does not include this information or does not comply with the requirements shall not be counted in determining a majority protest.
4. Staff will begin logging in confirmed protests at the beginning of the public hearing. If the protests are tabulated before the end of the public hearing, staff will convey the outcome and Council will be able to act.
5. If the protests are not tabulated before the end of the public hearing, Council may take a short break or continue this item and move on to the next agenda item. At the conclusion of the agenda item after the tabulation is complete, the Mayor will reopen the public hearing and staff will then report the results.

6. If total protests do not exceed 50 percent or more of the BID's total proposed assessments, Council may act to adopt the Resolution Confirming the Downtown Sunnyvale Business Improvement District Annual Report for Fiscal year 2018/2019 and to Levy and Collect an Annual Assessment for the BID.

If protests do not exceed 50 percent as described in paragraph 6 above, staff recommends that Council adopt the Resolution of the City of Sunnyvale Confirming the Annual Report and to Levy and Collect an Annual Assessment for the Downtown Sunnyvale Business Improvement District for Fiscal Year 2018/2019 (Attachment 1).

### **FISCAL IMPACT**

Staff time from the Department of Finance is provided at an estimated annual cost of \$3,500 for the administration of the assessment. Because these costs are reimbursed by the BID, there is no fiscal impact to the City for providing this service.

### **PUBLIC CONTACT**

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

Also, as required by State law, Resolution No. 867-18 adopted on March 27, 2018 was mailed to all BID members, and published in the legal ads section of the Sunnyvale Sun on April 6, 2018.

### **ALTERNATIVES**

1. Adopt the Resolution to Confirm the Annual Report and Levy and Collect an Annual Assessment for the Downtown Sunnyvale Business Improvement District for Fiscal Year 2018/2019.
2. Do not adopt the Resolution to Confirm the Annual Report and Levy and Collect an Annual Assessment for the Downtown Sunnyvale Business Improvement District for Fiscal Year 2018/2019.

### **STAFF RECOMMENDATION**

Alternative 1: Adopt the Resolution to Confirm the Annual Report and Levy and Collect an Annual Assessment for the Downtown Sunnyvale Business Improvement District for Fiscal Year 2018/2019.

Prepared by: Maria Rodriguez, Administrative Analyst

Reviewed by: Connie Verceles, Economic Development Manager

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

### **ATTACHMENTS**

1. Resolution to Confirm the Annual Report and Levy and Collect an Annual Assessment for Fiscal Year 2018/2019

RB

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF SUNNYVALE CONFIRMING THE DOWNTOWN  
SUNNYVALE BUSINESS IMPROVEMENT DISTRICT  
ANNUAL REPORT FOR FY 2018/19 AND TO LEVY AND  
COLLECT AN ANNUAL ASSESSMENT FOR THE  
DOWNTOWN SUNNYVALE BUSINESS IMPROVEMENT  
DISTRICT FOR FISCAL YEAR 2018/19**

WHEREAS, on March 27, 2018, the City Council of the City of Sunnyvale (the "City") adopted Resolution of Intention to Levy and Collect an Assessment and to Reauthorize the Downtown Sunnyvale Business Improvement District (Resolution No. 867-18) (the "District"), to levy and collect a benefit assessment on all businesses, trades, professions, and vendors within said District, the proceeds of which shall be used for the public purposes herein described in the Parking and Business Improvement Area Law of 1989, (commencing with Section 36500), of the California Streets and Highways Code (the "Act") and Title 3, Chapter 3.60 of the Sunnyvale Municipal Code; and

WHEREAS, the City Council conducted a public hearing on the reauthorization of the assessment, having given due notice thereof as required by law, on April 24, 2018, beginning at 7:00 p.m. at City Hall, 456 West Olive Avenue, Sunnyvale, California, and every interested person was provided an opportunity to object to or protest the report, the proposed improvements and the activities to be funded from levy of the assessments.

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

1. Report. The City Council hereby confirms the Business Improvement District Annual Report for FY 2018-2019 ("Annual Report") as set forth in Exhibit A.
2. Boundaries. The City Council hereby approves of the boundaries of the Business Improvement District and the benefit zones within the area as set forth in Exhibit B.
3. Assessment. The City Council finds that the amount of the assessments has fairly and properly apportioned the cost of the improvements to each business in the District in proportion to the estimated benefits to be received by each business. The City Council hereby confirms the assessment and levies each individual assessment, as provided for in the Annual Report, for fiscal year 2018-2019.

4. Protest Hearing. The City Council conducted a hearing concerning the reauthorization of the business improvement district. At the conclusion of the public hearing, the City Council considered comments from the affected businesses, considered modifications in the report, and confirmed the report as originally filed or as changed by it, which constitute the levy of the assessment for the fiscal year 2018-2019.

5. Method of Collection. The benefit assessment for Downtown Sunnyvale businesses shall be billed and collected by July 30, 2018. Payments will be considered late if not received on or before the due date listed on the invoice. The business will accrue late fees for every 30 days delinquent after the original due date. A 10% late penalty will be assessed to in addition to the assessment amount for every 30 days payment is late. The penalty fees will be accrued for up to five months after original due date. If payment is not received after five months, the City will forward delinquent accounts to collections agency for further action. Once the business is assigned to the collections agency, additional fees will accrue.

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

AYES:  
NOES:  
ABSTAIN:  
ABSENT:  
RECUSAL:

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor

(SEAL)

APPROVED AS TO FORM:

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

## **EXHIBIT A**



February 13, 2018

**TO: Mayor and City Council Members**  
City of Sunnyvale  
456 W Olive Ave  
Sunnyvale, CA 94086

**From: Michael Johnson & The SDA/BID Board**  
Sunnyvale Downtown Association (SDA)

**RE: Sunnyvale Downtown Association's 2018/2019 BID Renewal Request**

To the Mayor and City Council Members of Sunnyvale,

First, I'd like to thank the City of Sunnyvale, the Mayor and City Council for your matching BID funds, support, and attendance of our events last season. We are looking forward to another great year of exciting events for the community, our downtown businesses, and the City of Sunnyvale.

On January 17, 2018, the Board of Directors approved the 2018/19 BID Budget. Attached is a copy of the SDA's expense & revenue report for July 1, 2017 through June 30, 2018 actuals along with projections for the 2018/19 fiscal year.

We are requesting the reauthorization of our BID for the 2018/19 fiscal year. The SDA Business Improvement District looks forward to working with the City, The Mayor and City Council, downtown businesses, and our community in the coming year.

If you have any questions, please do not hesitate to contact me at [michael@sunnyvaledowntown.com](mailto:michael@sunnyvaledowntown.com) or (408) 480-5437. Thank you for your continued support.

Sincerely,

*Michael Johnson*

Executive Director of the SDA



## **Sunnyvale Downtown Association's 2018/2019 BID Renewal Request**

### **What is a BID**

A BID (Business Improvement District, authorized by State of California law) is a private sector funding tool that provides funding for the promotion and improvement of a specific area. All business license holders inside the said district are self-assessed an annual fee based on anticipated benefits they receive from the BID. The BID is reauthorized yearly by the City Council at the request of the businesses' Board of Directors. A BID is a tool used by over 200 business areas in California, including Mountain View, Palo Alto, Santa Clara, Morgan Hill, and San Jose.

The BID has legal requirements to be reauthorized. Specifically, the City Council must first approve the Annual Budget and then adopt a Request of Information (ROI) to reauthorize the BID for another year. Once the ROI is adopted, a public hearing must be held during a Council meeting.

Businesses pay into the BID based on the benefit they receive as members of the district. The funds collected can only be used for projects within the BID boundaries. The business community maintains full control of all BID funds collected.

The formula for defining our BID assessment amount is determined by the Board members, and not the City. The Board considers the type, size, and location of the businesses and determines the most equitable formula for each type of business. Assessments are levied on businesses based on relative benefit from the activities to be funded. The City collects the fee on an annual basis. Normally, BID assessments are included as a separate charge on the business license tax bill that every business within the BID boundaries receives. However, because Sunnyvale has a two-year business license tax cycle, a separate billing process is being used. All assessment funds collected by the City are returned to the BID through annual contract agreements. The City does collect a fee for administrative costs associated with this service. The cost is reviewed and adjusted annually as needed.

As of 2017, the current Board, made up of the Sunnyvale Downtown Association representatives include: Chair - Joe Antuzzi, IL Postale, Vice Chair - Gary Gold, Dr. Gary Gold & Associates, Secretary - Leigh Odom, Leigh's Favorite Books, Treasurer - Joe Antuzzi, IL Postale, Members At Large – Amit Rajgarhia, Dish Dash, Irene Murphy, Fibbar MaGees, Victor Reynoso, Aloft and Michael Johnson, SDA/Executive Director.

### **Mission of the SDA**

Sunnyvale Downtown Association (SDA) is a non-profit membership-based organization whose mission is to promote, advocate and enhance the vitality of downtown Sunnyvale. The SDA is funded by the business improvement districts (BID) fees, city grants, sponsorships and revenue producing events.

The Sunnyvale Downtown Association (SDA) serves as the voice of downtown Sunnyvale by:

- Advocating for policies, programs and events that support the economic growth of the downtown core
- Acting as the downtown marketing arm, voice, and ambassador for the City of Sunnyvale
- Producing attractive events for the community
- Promoting downtown as a premier venue for other groups to produce events

- Working with other Community Based Organization's that share in the growth, beautification, and continual vitality of downtown Sunnyvale
- Serving as the primary information portal to all events, attractions and programs stemming from the downtown core

### **Budget**

Total BID fees collected from the businesses located within the BID totaled \$32,447 for our 2017/18 fiscal year. The BID fees act as seed money for the SDA and represents about one fourth of the overall SDA budget. The rest of SDA revenue comes from a combination of support from the City of Sunnyvale, sponsorships, sales/concessions, and event participant fees. By state law, the BID money can only be used to support general business activities, promote public events, decorate public places, and provide entertainment inside the BID area. BID funds are used for a myriad of projects including: advertising, marketing materials, visitor guides, website, e-letters, street/holiday lighting and events.

On January 17, 2018, the Board of Director's approved the renewal of the BID. Attached is a copy of the SDA's expense & revenue report for July 1, 2017 through June 30, 2018 along with projections for the 2018/19 fiscal year. Below we have attached a brief overview of some of the major expenses for fiscal year 2017/2018 and projected forecast for 2018/19. I have also attached the full fiscal 2018/19 budget for your review.

While we were fortunate this year to have received a larger level of sponsorship and grant support, which helped us in not only reaching but also exceeding our projected budget for this year, and for that we are grateful. We can't always guarantee that we will always have this level of sponsorship support, so we continue to rely on all of our support channels to ensure fiscal accountability.

<b>Account</b>	<b>Projected 2018/19</b>	<b>Actual 2017/18 (as of February 2018)</b>
<b>INCOME</b>		
<i>BID Fees</i>	32,000	32,447
<i>City Matching Funds</i>	30,000	30,000
<i>City Grants</i>	10,350	10,350
<i>Events Revenue</i>	114,006	106,409
<b>TOTAL INCOME</b>	<b>186,356</b>	<b>179,206</b>
<b>EXPENSES</b>		
<i>Personnel Related Expenses</i>	66,000	53,655
<i>Office/General Admin Exp</i>	23,942	22,996
<i>Visitor Guide</i>	2,700	2,637
<i>City Fees</i>	400	400
<i>Event Expenses</i>	91,613	88,893
<b>TOTAL EXPENSES</b>	<b>184,655</b>	<b>168,581</b>
<b>TOTAL PROFIT/LOSS</b>	<b>1,701</b>	<b>10,625</b>



## Events

This year the SDA has produced The Magic of Sunnyvale Wine Stroll, 11 Summer Series Music + Market, 8 Jazz & Beyond Series, 2 VUDU's Movie Night on Plaza del Sol, and our Annual Holiday Tree Lighting. The SDA also partnered with the City's Economic Development staff to support the Technology Business Expo. Our last year's events grossed \$111k from the sales, sponsorships, and grants.

### Event Revenue & Overview

All events stayed within budget. As in years past, The Holiday Tree Lighting has no sales associated with the event but turns a profit due to very little City service fees attached to the event and good sponsorship support. Summer Series Music + Market is a constant while the Jazz & Beyond series has increased attendance.

<b>Account</b>	<b>Projected 2018/19</b>	<b>Actual 2017/18 (as of February 2018)</b>
<b>INCOME</b>		
<i>Summer Series</i>	52,763	51,220
<i>Jazz &amp; Beyond</i>	22,566	21,372
<i>Wine Stroll</i>	26,126	21,705
<i>Tree Lighting</i>	4,500	3,500
<i>Movie Night</i>	6,000	5,500
<i>Beer Walk</i>	-	1,000
<i>Misc/Stage Rental</i>	2,050	2,110
<b>TOTAL EVENT INCOME</b>	<b>114,006</b>	<b>106,409</b>
<b>Event Expenses</b>		
<i>Summer Series</i>	49,196	46,500
<i>Wine Stroll</i>	8,050	9,666
<i>Jazz &amp; Beyond</i>	23,367	23,608
<i>Movie Night</i>	4,700	3,252
<i>Tree Lighting</i>	6,300	5,868
<b>TOTAL EXPENSES</b>	<b>91,613</b>	<b>88,893</b>

### Event Sponsorships

We are very grateful for the continued support from the many Sponsors who have helped keep our SDA's events growing and continuing to serve the community in 2017/2018. We like to give a special thanks to The City of Sunnyvale, Sares Regis, Hunter Storm, VUDU, Google, Specialty Waste, WalmartLabs, Meriwest Credit Union and New Seasons Market.

### Future

We believe that keeping the BID Fee assessment, in conjunction with the matching city funds, in place helps in providing the foundation funding for our organization. The BID Fees serves as the SDA's seed money and without

the BID Fees, we couldn't provide the services and events to our community. The BID's goal is to continue producing quality events and promoting downtown Sunnyvale as a great place to live, visit shop and do business. These events are especially important to continue to attract new patrons and visitors to our downtown.

The BID is a self-imposed tax of the downtown businesses. Outside of paying their standard fees, taxes and licenses associated with owning and operating a business. These businesses have been and continue to reach into their pockets and come up with additional monies to: promote, market, and create events for the City of Sunnyvale and our downtown community.

We ask that the City Council consider continuing to match the contribution made by the businesses. Understanding that your matching funds are a crucial part of our overall funding for annual events. We appreciate that you have continued to support the BID and want you to know, we don't take your support for granted. As always, we continued to be good stewards of all funds, grants, and sponsorships that we receive.

Our commercial marketing and promotion will continue. These resources for marketing include local and regional newspapers and publications. Expanding the reach of our messaging via our SunnyvaleDowntown.com website and all our social media sites like Facebook, Twitter, and Google+. We continue to maintain a strong local community internet presence with event calendars and sites like Eventbrite to promote Sunnyvale Downtown.

We are planning to expand our VUDU's Movie Night on Plaza del Sol after a successful first year with approximately 500+ attending our first two events last year. This event was free to all attendees in addition to providing all the snacks and drinks free as well. We continue exploring new events and sponsors in the coming year.

### **Overview**

The 2017/18 year proved to be very successful for the Sunnyvale Downtown Association. Early in the year, the SDA experienced a change in its executive director leadership. Since then, the SDA produced 2 new event series, The Technology Business Expo and the VUDU's Movie Night on Plaza del Sol, in conjunction with its annual reoccurring events. The community truly enjoyed these new additions to our events lineup.

Moving forward in the 2018/19, the SDA continues to host The Magic of Sunnyvale & Wine Stroll, 11 Summer Series Concerts, 8 Jazz & Beyond events, and Holiday Tree Lighting. We are also planning to expand the Movie Night Series from 2 showings to 4 nights and we look forward to collaborating again with the city on the Technology Business Expo.

We are continually exploring new events and sponsorship opportunities to draw more attention to our growing downtown community, its visitors, and its residents. The SDA has and will continue to work with the multiple developers and the City of Sunnyvale to promote cohesion between the existing businesses in Sunnyvale and the expansion of the Downtown.

The SDA continues to partner with the city to help in the distribution of city, construction, downtown news and any other projects that might affect the downtown business community. Thank you for your past support and once again, we ask that you continue to support our request for the BID assessments and matching funds.

If you have any questions, please do not hesitate to call me at 408-480-5437.

### **BID Zones & Fee Breakdown**

	ZONE A	ZONE B	ZONE C
Retailers, Restaurants, Bars	\$500	\$300	\$150
Service Businesses	\$300	\$200	\$100
Lodging	\$10/rm.	\$10/rm.	\$10/rm
Professional Services Businesses	\$100	\$100	\$100
Financial Institutions	\$500	\$500	\$500

#### **Business type definitions:**

Retail and Restaurant: Businesses that buy and resell goods, examples are clothing stores, shoe stores, office supplies as well as businesses that sell prepared foods and drinks.

Service Businesses: Businesses that sell services. Examples are beauty and barber shops, repair shops, most automotive-oriented businesses, entertainment businesses such as theaters, etc.

Lodging: Includes renting rooms by the day or week to community visitors.

Professional Services Businesses: Includes Architects, Engineers, Attorneys, Dentists, Doctors, Accountants, Optometrists, Realtors, Insurance Offices, Mortgage Brokers and most other businesses that require advanced and/or specialized licenses and/or advanced academic degrees.

Financial Institutions: Includes banking and savings and loan institutions as well as credit unions, etc.

**Downtown Sunnyvale Business Improvement District**  
**Proposed Improvements and Activities for Fiscal Year 2018/2019**

<b>Income</b>		
Zone A	41 Businesses paying an average annual benefit fee of \$451.	\$18,500
Zone B	49 Businesses paying an average of \$179.	\$8,800
Zone C	125 Businesses paying an average of \$122.	\$15,300
Total potential BID assessment collections		\$42,600
Projected assessment collections (annual paid average at about 76%)		\$32,000
Revenues from SDA special events and fund-raisers		\$69,456
Grants, event sponsorships and other misc. revenue		\$89,900
Total BID Program annual budget		\$191,356

<b>Expenditures</b>		
Program	Amount	Percent
1) Commercial Marketing Program	\$123,442	65%
a) Advertising and promotion (Ads, social media, etc.)		
b) Theme development		
c) Special events and activities		
d) Visitor attraction		
2) Civic Beautification and Signage Program	\$1,914	1%
a) Streetscape beautification, lighting		
b) Public arts programs		
c) Public-private directional signage		
3) Programs Administration and BID Management	\$66,000	34.5%
Totals*	\$191,356	100%

\*Figures rounded.



## SDA General P&L

Account	Projected 2018/19	Actual 2017/18 (as of Feb. 2018)	Notes
<b>INCOME</b>			
Bid Fees	\$32,000	\$32,447	
City Community Grants	\$10,350	\$10,350	
Matching BID Funds	\$30,000	\$30,000	
<b>Summer Series</b>			
Vendors	\$2,800	\$2,300	
Sponsors	\$19,000	\$19,431	
Sales	\$30,963	\$29,489	
<b>Jazz &amp; Beyond</b>			
Sponsors	\$8,000	\$7,500	
Sales	\$14,566	\$13,873	
<b>Wine Stroll</b>			
Sponsors	\$5,000	\$2,500	
Sales	\$21,126	\$19,206	
<b>Tree Lighting</b>			
Sponsors	\$4,500	\$3,500	
<b>Tech Expo</b>			
Sponsors	\$5,000	\$5,000	City event, sponsored by SDA
<b>Movie Night</b>			
Sponsors	\$6,000	\$5,500	
<b>Beer Walk</b>			
Sponsors		\$1,000	
Misc/Stage Rental	\$2,050	\$2,110	
<b>TOTAL INCOME</b>	<b>\$191,356</b>	<b>\$184,206</b>	
<b>EXPENSES</b>			
			Actual as of February 2018
<b>Personnel Related Expenses</b>			
Wages	\$50,000	\$30,000	Salary for Executive Director
Contract Labor	\$16,000	\$14,885	Payments made for event coordination and admin support
Commissions	\$0	\$8,770	
<b>Office/General Administration Expenses</b>			
Advertising	\$9,000	\$9,360	Social Media & marketing, Email subscription, web hosting
POD rental	\$2,350	\$2,339	
Bank Fees	\$300	\$287	
Office Expenses	\$2,000	\$2,578	Includes postage, business cards, ink, ...
Cell Phone	\$2,292	\$2,514	
Insurance	\$6,500	\$4,716	
Accounting	\$1,500	\$1,202	Tax filings & Quickbook set-up
Taxes			
Visitor Guide	\$2,700	\$2,637	
City Fees	\$400	\$400	
<b>Event Expenses</b>			
Summer Series	\$49,196	\$46,500	*see attached for event break down
Wine Stroll	\$8,050	\$9,666	*see attached for event break down
Jazz & Beyond	\$23,367	\$23,608	*see attached for event break down
Movie Night	\$4,700	\$3,252	*see attached for event break down
Tech Expo	\$4,920	\$4,944	City event, sponsored by SDA
Tree Lighting	\$6,300	\$5,868	*see attached for event break down
<b>TOTAL EXPENSES</b>	<b>\$189,575</b>	<b>\$173,525</b>	
<b>Profit/Loss</b>	<b>\$1,781</b>	<b>\$10,681</b>	

## Summer Series P&L

Account	Projected 2018/19	Actual 2017/18 (as of Feb. 2018)	Notes
<b>INCOME</b>			
Sales	\$30,963	\$29,489	
Sponsors	\$19,000	\$19,431	
Vendors	\$2,800	\$2,300	
<b>TOTAL INCOME</b>	<b>\$52,763</b>	<b>\$51,220</b>	
<b>EXPENSES</b>			
Beverages	\$10,200	\$10,212	<i>Beer &amp; wine</i>
Garbage	\$1,000	\$1,604	
Labor Fees	\$8,500	\$8,250	<i>stage set-up &amp; security</i>
Musicians	\$7,700	\$7,700	<i>Bands pay</i>
Permit Fees	\$2,400	\$2,474	<i>Event permits, ABC permits</i>
Promo Fees	\$1,900	\$1,928	<i>Banner &amp; posters</i>
Public Safety Fees	\$9,300	\$9,385	
Rentals	\$3,100	\$3,200	<i>chair rentals</i>
Supplies	\$2,000	\$2,020	
Tax	\$3,096		
<b>TOTAL EXPENSES</b>	<b>\$49,196</b>	<b>\$46,772</b>	
<b>Profit/Loss</b>	<b>\$3,567</b>	<b>\$4,449</b>	

## Wine Stroll P&L

Account	Projected 2018/19	Actual 2017/18 (as of Feb. 2018)	Notes
<b>INCOME</b>			
Sales	\$21,126	\$19,206	
Sponsors	\$5,000	\$2,500	
<b>TOTAL INCOME</b>	<b>\$26,126</b>	<b>\$21,706</b>	
<b>EXPENSES</b>			
Beverages	\$5,250	\$5,499	
Entertainment	\$1,200	\$1,200	<i>Magicians pay</i>
Payouts	\$0	\$2,130	<i>Reimbursements to location hosts for unsold tickets</i>
Permits	\$400	\$400	<i>City fees</i>
Promo	\$1,100	\$1,242	<i>Posters &amp; postcards</i>
Supplies	\$100	\$93	
<b>TOTAL EXPENSES</b>	<b>\$8,050</b>	<b>\$10,564</b>	
<b>Profit/Loss</b>	<b>\$18,076</b>	<b>\$11,142</b>	

## Movie Night Series P&L

Account	Projected 2018/19	Actual 2017/18 (as of Feb. 2018)	Notes
<b>INCOME</b>			
Sponsors	\$6,000	\$5,500	
<b>TOTAL INCOME</b>	<b>\$6,000</b>	<b>\$5,500</b>	
<b>EXPENSES</b>			
Security	\$600	\$300	
Supplies	\$500	\$500	
City Fees	\$1,500	\$1,031	<i>Event Permits &amp; Plaza rental</i>
Promo	\$600	\$475	<i>Poster</i>
Rentals	\$1,500	\$946	<i>Port-a-potties</i>
<b>TOTAL EXPENSES</b>	<b>\$4,700</b>	<b>\$3,252</b>	
<b>Profit/Loss</b>	<b>\$1,300</b>	<b>\$2,248</b>	*Movie Night will increase to 4 events

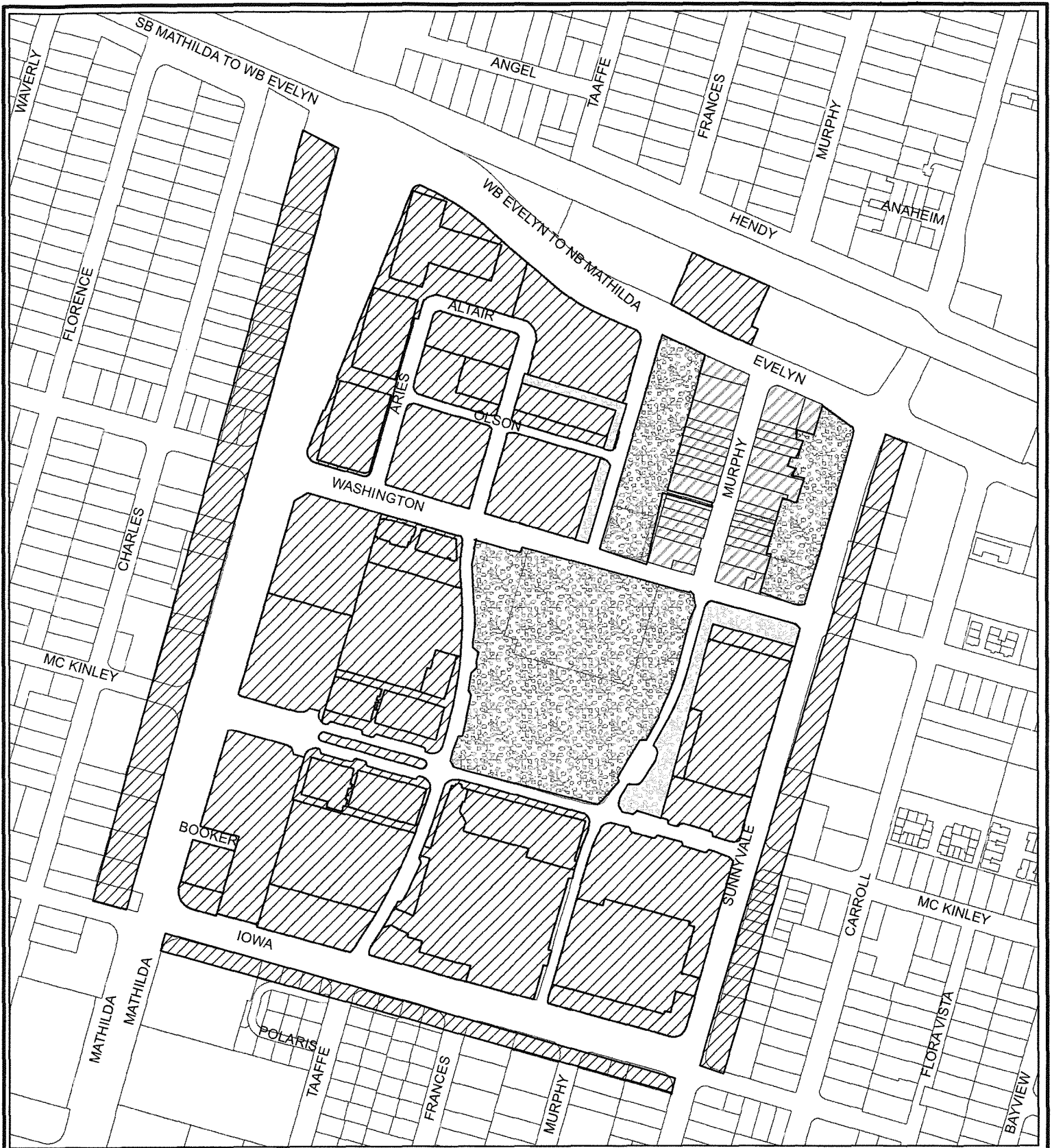


## Tech Expo P&L

Account	Projected 2018/19	Actual 2017/18 (as of Feb. 2018)	Notes
<b>INCOME</b>			
Sponsors	\$5,000	\$5,000	<i>Google Sponsor</i>
<b>TOTAL INCOME</b>	<b>\$5,000</b>	<b>\$5,000</b>	
<b>EXPENSES</b>			
Rentals	\$4,500	\$4,528	
Supplies	\$70	\$69	
Banners	\$350	\$347	
<b>TOTAL EXPENSES</b>	<b>\$4,920</b>	<b>\$4,944</b>	
<b>Profit/Loss</b>	<b>\$80</b>	<b>\$56</b>	

### Holiday Tree Lighting P&L




Account	Projected 2018/19	Actual 2017/18 (as of Feb. 2018)	Notes
<b>INCOME</b>			
Sponsors	\$4,500	\$3,500	
<b>TOTAL INCOME</b>	<b>\$4,500</b>	<b>\$3,500</b>	
<b>EXPENSES</b>			
Permit Fees	\$300	\$256	<i>Permit Fees</i>
Promo	\$1,700	\$3,425	<i>Posters, Banner, banner fee</i>
Supplies	\$1,000	\$1,071	<i>stage fee, no parking signs</i>
Tree	\$3,300	\$3,293	
<b>TOTAL EXPENSES</b>	<b>\$6,300</b>	<b>\$8,045</b>	
<b>Profit/Loss</b>	<b>-\$1,800</b>	<b>-\$4,545</b>	



# **DOWNTOWN BUSINESS IMPROVEMENT DISTRICT ZONES**

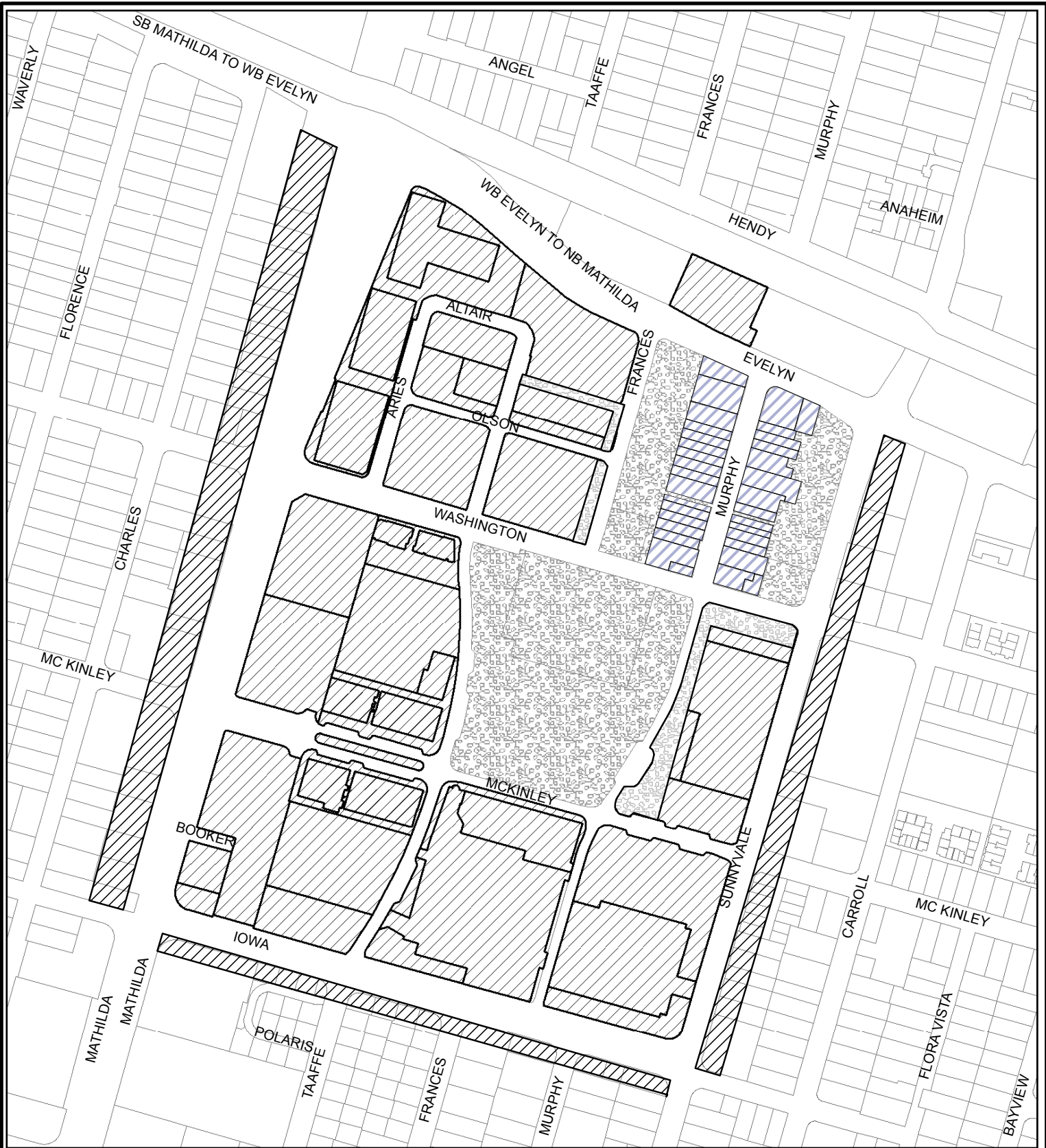
0 130 260 520 Feet

## **Legend**

-  ZONE A
-  ZONE B
-  ZONE C



**EXHIBIT B**



**DOWNTOWN BUSINESS IMPROVEMENT  
DISTRICT ZONES**

0 130 260 520 Feet

**Legend**

- ZONE A
- ZONE B
- ZONE C





# City of Sunnyvale

## Agenda Item

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**18-0342**

**Agenda Date:** 4/24/2018

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Tentative Council Meeting Agenda Calendar



## City of Sunnyvale

### Tentative Council Meeting Agenda Calendar

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#### **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**

##### **Closed Session**

- 18-0340**                      5:30 P.M. SPECIAL COUNCIL MEETING (Closed Session) held pursuant to  
California Government Code Section 54957: PUBLIC EMPLOYEE  
PERFORMANCE EVALUATION  
Title: City Manager
- 18-0339**                      6:15 P.M. SPECIAL COUNCIL MEETING (Closed Session)  
Closed Session held pursuant to California Government Code Section  
54957.6: CONFERENCE WITH LABOR NEGOTIATORS  
Agency designated representatives: Kent Steffens, City Manager; Teri Silva,  
Assistant City Manager, Anthony Giles, Interim Director of Human Resources  
Unrepresented Employee Groups: Unrepresented Management

##### **Special Order of the Day**

- 18-0299**                      SPECIAL ORDER OF THE DAY - Teen Self Esteem Awareness Month
- 18-0300**                      SPECIAL ORDER OF THE DAY - Municipal Clerks Week
- 18-0307**                      SPECIAL ORDER OF THE DAY - Affordable Housing Week

##### **Public Hearings/General Business**

- 18-0336**                      Recommend Alternatives for the Caribbean Drive Parking and Trail Access  
Enhancements Design
- 18-0368**                      Proposed Project:      General Plan Amendment Initiation request to study  
changing the General Plan from Public Facility (P-F) to Medium Density  
Residential.  
File #: 2018-7040  
Location: 1050 West Remington Drive (APN: 202-26-007)  
Zoning: P-F  
Applicant / Owner: Catalyst Development Partners (applicant) / Church of  
Christ of Sunnyvale (owner)

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

Project Planner: Aastha Vashist, (408) 730-7458, avashist@sunnyvale.ca.gov

**18-0371**

Proposed Project: A request for a Downtown Specific Plan Amendment Initiation to study changes to the development intensities and standards for Block 20 of the Downtown Specific Plan to increase the number of allowable residential units, an increase to the square footage of office allowed, and an increase in building height to allow up to five stories.

File #: 2018-7034

Location: 510 and 528 S. Mathilda Ave. (APNs: 209-29-060 and 061) and 562 and 566 S. Mathilda Ave. (APNs: 209-29-057 and 067)

Zoning: DSP (Block 20)

Applicant / Owner: SiliconSage Builders, LLC (applicant and owner 562 and 566 S. Mathilda Ave.) and Shawn Karimi (applicant and owner 510 and 528 S. Mathilda Ave.)

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

Project Planner: Cindy Hom, (408) 730-7411, chom@sunnyvale.ca.gov

**18-0098**

Authorization to Establish a Pension Trust Fund, Authorize 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, Authorize the City Manager or his/her designee to serve as the Benefits Administrator, and Adopt an Investment Policy Statement for the Pension Trust Fund

#### **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**

**18-0372**

5:30 P.M. SPECIAL COUNCIL MEETING (Study Session)  
Joint Study Session of City Council and Parks and Recreation Commission

**18-0115**

6:30 P.M. SPECIAL COUNCIL MEETING  
SPECIAL ORDER OF THE DAY - Department of Public Safety Special Awards

##### **Special Order of the Day**

**Public Hearings/General Business**

- 18-0414** Review of Charter Review Committee Report and Recommendation to Amend Sunnyvale City Charter Section 604 Regarding Filling City Council Vacancies and Direction to Staff on Next Steps
- 18-0305** Consider Draft 2018 HUD Action Plan
- 18-0015** Appoint Applicants to City Boards and Commissions
- 18-0413** Adopt Positions on State and Local Ballot Measures for the June 5, 2018 Election
- 18-0409** REQUEST FOR CONTINUANCE TO JUNE 26, 2018  
Amend the Lawrence Station Area Plan: Select a Preferred Alternative for the Housing Study  
Project Planner: George Schroeder, (408) 730-7443,  
gschroeder@sunnyvale.ca.gov

**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**

**Study Session**

- 18-0384** 6 P.M. SPECIAL COUNCIL MEETING (Study Session)  
Planning for Post-2021 Solid Waste & Recycling Collection Franchise (Study Issue ESD 18-02)

**Special Order of the Day**

- 18-0343** 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
- 18-0315** Adopt a Resolution to Cause Charges for Non-Payment of Delinquent Utility Charges to be placed on the FY 2018/19 County of Santa Clara Property Tax Roll



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- 18-0210** Adopt a Resolution Calling a General Municipal Election to be Held in the City of Sunnyvale on Tuesday, November 6, 2018 for the Election of Councilmembers to Seats 1, 2 and 3; Requesting Consolidation with the Statewide General Election and Election Services from the Santa Clara County Board of Supervisors; Providing Regulations for Candidates' Statements and Determining to Levy Costs of Candidates' Statements
- 18-0263** Annual Review of Proposed Fees and Charges for Fiscal Year 2018/19
- 18-0286** File #: 2016-7607  
Location: 445 N. Mary Avenue (APNs:165-32-015)  
Zoning: Peery Park Specific Plan- Innovation Edge  
Proposed Project: Related applications on an 8.42-acre site:  
PEERY PARK SPECIAL DEVELOPMENT PERMIT: to construct a new 4-story office building with two levels of underground parking, 4.5-level parking structure and associated site work and landscaping to an existing campus consisting of 2 4-story office buildings and one 2-level parking deck. The project will result in 100% FAR.  
Environmental Review: Peery Park Consistency Analysis

**Tuesday, June 26, 2018 - City Council**

**Special Order of the Day**

- 18-0301** SPECIAL ORDER OF THE DAY - Parks and Recreation Month

**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
- 18-0264** Lawrence Station Area Plan Housing Study - Concept Alternatives
- 18-0265** Accept the Climate Action Plan Biennial Progress Report 2018 and Find that the Action is Exempt from Environmental Review under CEQA Guidelines Section 15378(b)(5)
- 18-0304** Proposed Utility Rate Increases for FY 2018/19 Rates for Water, Wastewater, and Solid Waste Utilities for Services Provided to Customers Within and Outside City Boundaries; Finding of CEQA Exemption Pursuant to Public Resource Code Section 21080(b)(8) and CEQA Guidelines Section 15273

**Tuesday, July 17, 2018 - City Council**

**Closed Session**

- 18-0352** 5 P.M. SPECIAL COUNCIL MEETING (Closed Session) held pursuant to

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California Government Code Section 54957: PUBLIC EMPLOYEE  
PERFORMANCE EVALUATION  
Title: City Attorney

**18-0353** 6 P.M. SPECIAL COUNCIL MEETING (Closed Session) held pursuant to  
California Government Code Section 54957: PUBLIC EMPLOYEE  
PERFORMANCE EVALUATION  
Title: City Manager

**Public Hearings/General Business**

**18-0019** Agenda items pending- to be scheduled

**Tuesday, July 31, 2018 - City Council**

**Public Hearings/General Business**

**18-0415** Planning for Post-2021 Solid Waste & Recycling Collection Franchise (Study  
Issue ESD 18-02)

**18-0416** Eco-district Feasibility and Incentives (Study Issue ESD 13-05C)

**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

**18-0289** Updates to the Murphy Station Heritage Landmark District Design Guidelines

**Tuesday, August 28, 2018 - City Council**

**Public Hearings/General Business**

**18-0010** Appoint Applicants to Boards and Commissions

**Tuesday, September 11, 2018 - City Council**

**Public Hearings/General Business**

**18-0023** Agenda items pending- to be scheduled

**Tuesday, September 25, 2018 - City Council**

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## **Special Order of the Day**

**18-0302** SPECIAL ORDER OF THE DAY - Arts and Humanities Month

### **Public Hearings/General Business**

**18-0024** Agenda items pending- to be scheduled

### **Tuesday, October 16, 2018 - City Council**

#### **Closed Session**

**18-0354** 6 P.M. SPECIAL COUNCIL MEETING (Closed Session) held pursuant to California Government Code Section 54957: PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
Title: City Manager

### **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**

#### **Closed Session**

**18-0357** 5 P.M. Closed Session held pursuant to California Government Code Section 54957: PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
Title: City Attorney  
Closed Session held pursuant to California Government Code Section 54957.6: CONFERENCE WITH LABOR NEGOTIATORS

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Agency designated representatives: City Council Compensation Subcommittee  
Unrepresented Employee: City Attorney

**18-0358** 6 P.M. Closed Session held pursuant to California Government Code Section 54957: PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
Title: City Manager  
Closed Session held pursuant to California Government Code Section 54957.6: CONFERENCE WITH LABOR NEGOTIATORS  
Agency designated representatives: City Council Compensation Subcommittee  
Unrepresented Employee: City Manager

**Public Hearings/General Business**

**18-0029** Agenda items pending- to be scheduled

**Tuesday, December 18, 2018 - City Council**

**Closed Session**

**18-0355** 4 P.M. SPECIAL COUNCIL MEETING (Closed Session) held pursuant to California Government Code Section 54957: PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
Title: City Attorney

**18-0356** 5 P.M. SPECIAL COUNCIL MEETING (Closed Session) held pursuant to California Government Code Section 54957: PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
Title: City Manager

**Study Session**

**18-0278** 6 P.M. SPECIAL COUNCIL MEETING (Study Session)  
Discussion of 2019 Council Intergovernmental Assignments

**18-0279** 6:30 P.M. SPECIAL COUNCIL MEETING (Study Session)  
Discussion of Upcoming Selection of Mayor for 2019-2020 and Vice Mayor for 2019

**Public Hearings/General Business**

**18-0417** Encouraging Heat Pump Water and Space Heating (Study Issue ESD 18-01)

**Tuesday, January 8, 2019 - City Council**

**Public Hearings/General Business**

**18-0031** Agenda items pending- to be scheduled

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**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**

**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

**18-0335**                      Adopt a Resolution Authorizing the City Manager to Execute Agreements for  
Purchase of Certain Real Estate Rights and Acceptance of Easements in  
Relation to the Fair Oaks Avenue Overhead Bridge Rehabilitation Project

**18-0338**                      Approve the Fiscal Year (FY) 2017/18 Preliminary Engineer's Report for the  
Downtown Parking District Assessment, Adopt a Resolution of Intention to  
Levy and Collect an Assessment for the Downtown Parking Maintenance  
District for FY 2017/18, and Set the Date of July 11, 2017 for the Public  
Hearing on the Proposed Assessment



# City of Sunnyvale

## Agenda Item

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**18-0174**

**Agenda Date:** 4/24/2018

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Information/Action Items

## 2018 INFORMATION/ACTION ITEMS COUNCIL DIRECTIONS TO STAFF

Date Assigned	Directive/Action Required	Dept	Due Date	Completed
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	5/8/18	
3/27/18	Schedule discussion with City Manager and County of Santa Clara representatives to determine their strategy on the Cold Weather Shelter. Discussion should occur within the six-month trial period. (Staff prep meeting scheduled for 5/14/18.)	CDD		
3/27/18	Review the Traffic Demand Management program at the building used by Walmart Labs (California Avenue) and include the City Manager in discussions that identify options to solve the problem of non-compliance. Work with City Attorney and bring back update to Council	DPW		
3/27/18	Review AB2500 and determine if a letter of support be prepared for Mayor's signature	OCM	4/23/18	

**2018 NEW STUDY/BUDGET ISSUES  
SPONSORED BY COUNCIL**

<b>Date Requested</b>	<b>Study Issue Title</b>	<b>Sponsors</b>	<b>Dept</b>	<b>Approved by City Manager</b>
	No new Council-sponsored Study Issues.			





# City of Sunnyvale

## Agenda Item

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**18-0381**

**Agenda Date:** 4/24/2018

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Board/Commission Meeting Minutes



# City of Sunnyvale

## Meeting Minutes - Final

### Sustainability Commission

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Tuesday, February 20, 2018

7:00 PM

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

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#### **CALL TO ORDER**

Chair Paton called the meeting to order at 7:00 p.m. in the West Conference Room.

#### **SALUTE TO THE FLAG**

Chair Paton led the salute to the flag.

#### **ROLL CALL**

**Present:** 5 - Chair Bruce Paton  
Commissioner Dan Hafeman  
Commissioner Adriana Imbre  
Commissioner Stephen Joesten  
Commissioner Kristel Wickham  
**Absent:** 1 - Commissioner Steven Zornetzer

Commissioner Hafeman arrived at 7:04 p.m.

Commissioners Zornetzer's absence is excused.

Council Liaison – Glenn Hendricks (absent)

#### **PRESENTATION**

[18-0199](#) PRESENTATION - Overview of Resilient by Design Bay Area  
Challenge: South Bay Towns

Richard Kennedy, Field Operations, presented the plan for the South Bay Towns site in the Resilient by Design Bay Area Challenge. The South Bay Towns site spans East Palo Alto to Sunnyvale. The project will examine the vulnerability of this area to sea-level rise and focuses on improving four elements: addressing storm surge and sea-level rise; managing stormwater; improving development areas and corridors; and enhancing connectivity via transit hubs. Field Operations will be

conducting several community engagement meetings the coming months to seek feedback on its proposed design.

[18-0200](#)      PRESENTATION - Commissioner Presentation: Emerging Practices in City and Regional Transportation Planning

Chair Paton presented information on the most recent transportation trends, which include integrated perspectives on mobility, shared and autonomous vehicles, Seattle's New Mobility Playbook, and concurrent need for both policy and technology solutions.

**ORAL COMMUNICATIONS**

None.

**CONSENT CALENDAR**

[18-0198](#)      Approve the Sustainability Commission Meeting Minutes of January 16, 2017

Commissioner Wickham moved, and Commissioner Hafeman seconded, a motion to approve the consent calendar. The motion carried by the following vote:

**Yes:** 2 -    Commissioner Hafeman  
                 Commissioner Wickham

**No:** 0

**Absent:** 1 -    Commissioner Zornetzer

**Abstain:** 3 -    Chair Paton  
                 Commissioner Imbre  
                 Commissioner Joesten

Chair Paton and Commissioners Imbre and Joesten abstained as they were not present at the January 16, 2018 meeting.

**PUBLIC HEARINGS/GENERAL BUSINESS**

[18-0201](#)      Election of Vice Chair

Chair Paton announced that Vice Chair Srivastava had resigned from the Commission effective February 7, 2018 due to added time commitments from his new job. Given his role as the Vice Chair, the Commission would now need to elect a new Vice Chair.

Chair Paton opened nominations for the office of the Vice Chair. Commissioner Joesten moved, and Commissioner Wickham seconded, to nominate Commissioner Hafeman to the office of the Vice Chair. Commissioner Hafeman accepted the nomination. Chair Paton closed nominations for the office of the Vice Chair. The Commission voted as follows:

**Yes:** 5 - Chair Paton  
Commissioner Hafeman  
Commissioner Imbre  
Commissioner Joesten  
Commissioner Wickham

**No:** 0

**Absent:** 1 - Commissioner Zornetzer

**STANDING ITEM: CLIMATE ACTION PLAN (CAP 2.0) UPDATE**

Commissioner Wickham shared that the CAP 2.0 Advisory Committee (CAC) had met twice since January. At the January 25, 2018 meeting, the CAC brainstormed various strategies for the CAP 2.0 within the seven key focus areas previously identified by the group. At the February 1, 2018 meeting, the CAC went through the ideation process with the consultant, OpenIDEO. Commissioner Wickham encouraged the Commission to attend the Innovate Climate Action in Sunnyvale Workshop on March 3, 2018. Staff provided guidance that the Commission (and any City Boards/Commissions) may view but may not add, comment on, or share ideas on the CAP 2.0 online platform.

**STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES**

Melody Tovar, Environmental Services Director (Interim), shared that Council had held its 2018 Study Issues Workshop and three Study Issues from Environmental Services Department (ESD) were approved, including the Study Issue on Encouraging Heat Pump Water and Space Heating (ESD 18-01) proposed by the Sustainability Commission.

Chair Paton moved, Commissioner Joesten seconded, to add a discussion of a transportation-related Study Issue to the March agenda. The motion carried by the following vote:

**Yes: 5 -** Chair Paton  
Commissioner Hafeman  
Commissioner Imbre  
Commissioner Joesten  
Commissioner Wickham

**No: 0**

**Absent: 1 -** Commissioner Zornetzer

Commissioner Hafeman observed that the Commission had discussed at its January meeting the possibility of creating a Study Issue on autonomous vehicles. Melody Tovar noted that Council had reviewed and CDD 18-04, Create Development Guidelines for Future Accommodation of Autonomous Vehicle Use as a part of the 2018 Study Issues Workshop.

Commissioner Hafeman moved, and Chair Paton seconded, a motion that the Commission examine CDD 18-04 and contrast it with the proposal of the City working with technology companies to implement an autonomous vehicle pilot system. The motion carried by the following vote:

**Yes: 5 -** Chair Paton  
Commissioner Hafeman  
Commissioner Imbre  
Commissioner Joesten  
Commissioner Wickham

**No: 0**

**Absent: 1 -** Commissioner Zornetzer

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

### **-Commissioner Comments**

Commissioner Hafeman shared that he had attended a second CAC meeting and noted that there was no opportunity to provide public comments. Nupur Hiremath, Sustainability Coordinator, clarified that all CAC meetings do have an opportunity for public comments at the top of the agenda; however, the remaining items on the agenda are typically not subject to public comment. Commissioner Hafeman also observed that the Washington Park Building where the meeting was held had acoustics that made it difficult to hear. Staff acknowledged that this was true but

noted that finding meeting space with the current ongoing renovations at the Community Center posed challenges to finding the appropriate meeting space.

Commissioner Wickham noted that the first Sustainability Speaker Series event, Drawdown by Chad Frischmann, was very successful. The next event would be held on May 16, 2018 and was entitled Hidden in Plain Bite by Katie Cantrell. Staff confirmed that the third event, The Power of Stuff by Annie Leonard, would be held on September 26, 2018. The Subcommittee for the Speaker Series is working to confirm the panelists for the fourth event on home energy efficiency.

#### **-Staff Comments**

Nupur Hiremath, Sustainability Coordinator, shared a clarification on the Peery Park Rides program that there is no time limit on the use of the Valley Transportation Authority (VTA) grant funds for this project. Ms. Hiremath also clarified that the decorative street lights in the downtown area would also be upgraded to LEDs and that the old bulbs are being recycled by a third-party hauler. Ms. Hiremath also invited the Commission to attend the March 3, 2018 CAP 2.0 workshop and will share information on the CAP 2.0 online challenge platform for Commissioners to share with their contacts.

Ms. Hiremath previewed the items on the Commission's Work Plan for the March meeting, and noted that the CAP 1.0 Biennial Progress Report update would be moved to April instead.

#### **ADJOURNMENT**

The meeting was adjourned at 9:18 p.m.



# City of Sunnyvale

## Meeting Minutes - Final

### Sustainability Commission

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Monday, March 19, 2018

7:00 PM

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

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#### **CALL TO ORDER**

Chair Paton called the meeting to order at 7:02 p.m. in the West Conference Room.

#### **SALUTE TO THE FLAG**

Chair Paton led the salute to the flag.

#### **ROLL CALL**

**Present:** 6 - Chair Bruce Paton  
Commissioner Dan Hafeman  
Commissioner Adriana Imbre  
Commissioner Stephen Joesten  
Commissioner Kristel Wickham  
Commissioner Steven Zornetzer

Council Liaison – Glenn Hendricks (absent)

#### **PRESENTATION**

[18-0274](#) PRESENTATION - City of Sunnyvale's FoodCycle and Other  
Waste Diversion Programs

Mark Bowers, Solid Waste Division Manager, presented an update on the FoodCycle program, including the results of a recent program evaluation study. Preliminary data (February 2018) from 690 inspected residential garbage-food scraps carts indicate that the program is recovering 4,400 pounds of food scraps monthly (originally estimated to recover 4,000 pounds). The program is diverting 18 percent of the garbage that would otherwise have been landfilled; collected food scraps are converted to animal feed. Mr. Bowers provided clarification responses to the Commission's questions.

[18-0275](#) PRESENTATION - Commissioner Presentation: Commercial  
Waste Diversion Programs

Commissioner Imbre presented information on best practices for improving waste diversion programs at commercial waste facilities. Commissioner Joesten provided a deep dive into Infinera's waste diversion program across its global facilities, and reviewed successes and challenges. He recommended that the City examine the possibility of collecting and composting single-use compostable dishware, which is used in many major commercial offices in Sunnyvale, and also recommended that the City consider moving to single-stream commercial recycling. Mr. Bowers clarified that the City's food scraps collection program is not designed to capture single-use compostable dishware as only a small proportion of the content of these items biodegrades.

### **ORAL COMMUNICATIONS**

Linda Davis, a representative of the League of Women Voters Cupertino-Sunnyvale Chapter, presented information on an initiative to significantly reform Proposition 13. The proposed initiative would require that commercial property taxes be re-assessed to market rates every 3 years. The impact of the initiative would result in a net increase in annual property tax revenues of \$6.5 to \$10.5 billion, which could be allocated to schools and local governments for community uses.

### **CONSENT CALENDAR**

[18-0273](#)      Approve the Sustainability Commission Meeting Minutes of February 20, 2018

Commissioner Wickham moved, and Commissioner Joesten seconded, a motion to approve the consent calendar. The motion carried by the following vote:

**Yes:** 5 -    Chair Paton  
                 Commissioner Hafeman  
                 Commissioner Imbre  
                 Commissioner Joesten  
                 Commissioner Wickham

**No:** 0

**Abstain:** 1 -    Commissioner Zornetzer

Commissioner Zornetzer abstained as he was not present at the February 20, 2018 meeting.

### **STANDING ITEM: CLIMATE ACTION PLAN (CAP 2.0) UPDATE**



Commissioner Wickham shared that the City held a successful workshop for CAP 2.0 on March 3, 2018. She encouraged the Commission to share the link to the CAP 2.0 online challenge platform with their contacts, and to submit their own ideas via the Excel template provided by staff. The CAP 2.0 draft framework will be presented to the Commission in November, and to City Council in December.

**STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES**

[18-0276](#) Potential Study Issue: City-wide Strategy for Mobility

Chair Paton reviewed the key points from his February meeting presentation. He proposed that the City Council consider creating a citywide mobility strategy, similar to that adopted by the City of Seattle, to improve congestion and reduce transportation emissions. Such a strategy would encourage the City and regional transportation agencies to consider a holistic approach to mobility, rather than focusing on plans that individually address specific modes of transportation separately.

Vice Chair Hafeman recommended that a Mobility Commission be set up in Sunnyvale to guide this type of exercise.

Melody Tovar, Director (Interim) of Environmental Services urged the Commission to review the transportation-related proposed Study Issues for 2018, with attention to Council's rationale for approving, deferring, or dropping those. She also recommended that the Commission examine Joint Venture Silicon Valley's Managers Mobility Partnership (which does not include Sunnyvale) to see if this Partnership offered any opportunities for a collaborative mobility plan. Staff will work to bring Chip Taylor, recently appointed Director of Public Works, to a Commission meeting in the future to discuss this topic.

[18-0277](#) Potential Study Issue: Public-private Partnerships for Autonomous Vehicle Pilot Tests

Vice Chair Hafeman noted that the potential study issue he proposed was distinct from CDD 18-09, which focused on potential policies that could help Sunnyvale prepare for autonomous vehicles. In contrast, the Study Issue he was proposing would focus on building public-private partnerships to pilot autonomous vehicles as an alternative (cleaner) mode of transportation in Sunnyvale. He noted that he would be working further to gather information on whether private companies that are developing autonomous vehicles may have interest in such a project. Chair Paton observed that it might be good to frame this Study Issue around the first and

last mile problem that characterizes Sunnyvale commutes.

### **Other**

Commissioner Wickham moved, and Commissioner Imbre seconded, a motion that the Commission consider and add to the next agenda a discussion of a potential Study Issue to examine whether recycling and food scrap bins can be deployed citywide in public places to encourage greater diversion away from landfills. The motion carried by the following vote:

**Yes:** 6 - Chair Paton  
Commissioner Hafeman  
Commissioner Imbre  
Commissioner Joesten  
Commissioner Wickham  
Commissioner Zornetzer

**No:** 0

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

#### **-Commissioner Comments**

Commissioner Wickham noted that the next Sustainability Speaker Series, entitled Hidden in Plain Bite by Katie Cantrell, will focus on food sustainability and will be held on May 16, 2018.

Commissioner Joesten shared that ridesharing services are now beginning to offer subscription-based services. He also observed that affordable housing had become a critical issue in the Bay Area; only 21 percent of the workforce is employed by the high-paying technology sector, leaving most of workforce struggling to cope with higher costs of living.

Commissioner Hafeman noted that the CAP 2.0 Ideas Workshop was extremely well-organized, energetic, and was the most interactive community meeting he had attended. He noted, however, that the ideas proposed were not ambitious enough to achieve significant emissions reductions. Most ideas proposed by the community still maintained using automobiles as the primary mode of transportation.

Chair Paton also observed that the CAP 2.0 Ideas Workshop was very successful. He commended the design-thinking approach in truly helping identify and address the barriers faced in encouraging community members to take sustainable actions.

**-Staff Comments**

Nupur Hiremath, Sustainability Coordinator, encouraged the Commissioners to share the CAP 2.0 online challenge platform with their contacts. She shared that the City will host its Living Green Fair on April 22, 2018 at the Library. Ms. Hiremath answered clarifications regarding the Commission's request for more frequent reports on the status of CAP 1.0 actions, noting that the current biennial reporting cycle was the only time that CAP actions were tracked. She noted that staff is hoping to improve this process of implementation and reporting as a part of CAP 2.0.

**ADJOURNMENT**

The meeting was adjourned at 9:40 p.m.



# City of Sunnyvale

## Meeting Minutes - Draft

### Housing and Human Services Commission

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Wednesday, March 28, 2018

7:00 PM

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

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#### **CALL TO ORDER**

Chair Grossman called the meeting to order at 7:01 p.m.

#### **SALUTE TO THE FLAG**

Chair Grossman led the salute to the flag.

#### **ROLL CALL**

**Present:** 6 - Chair Joshua Grossman  
Vice Chair Avaninder Singh  
Commissioner Patti Evans  
Commissioner Diana Gilbert  
Commissioner Ken Hiremath  
Commissioner Elinor Stetson  
**Absent:** 1 - Commissioner Minjung Kwok

**Vice Chair Avaninder Singh arrived at 7:05 p.m.**  
**Commissioner Minjung Kwok (excused)**  
**Council Liaison Michael S. Goldman (present)**

#### **ORAL COMMUNICATIONS**

None.

#### **CONSENT CALENDAR**

**1.A**     [18-0266](#)     Approve the Housing and Human Services Commission  
Meeting Minutes of February 28, 2018

Chair Grossman asked if anyone had any comments on the item on the consent calendar. There were none.

MOTION: Commissioner Gilbert moved, and Commissioner Hiremath seconded the motion to approve the Housing and Human Services Commission meeting minutes

of February 28, 2018.

Motion carried by the following vote:

**Yes:** 5 - Chair Grossman  
Commissioner Evans  
Commissioner Gilbert  
Commissioner Hiremath  
Commissioner Stetson

**No:** 0

**Absent:** 2 - Vice Chair Singh  
Commissioner Kwok

### **PUBLIC HEARINGS/GENERAL BUSINESS**

- 2**      [18-0267](#)      Funding Recommendations for FY 2018/19 CDBG/HOME  
Capital Projects

Housing Officer Suzanne Isé introduced the applicants.

Sunnyvale Community Services Executive Director Marie Bernard and Downtown Streets Team Sunnyvale Program Director Chris Anderson gave a short presentation, shared some accomplishments and client stories, and answered questions from the Commissioners regarding the WorkFirst Sunnyvale proposal.

Chair Grossman opened the public hearing at 7:29 p.m.

No speakers.

Chair Grossman closed the public hearing at 7:29 p.m.

Chair Grossman asked for a motion.

MOTION: Commissioner Evans moved and Commissioner Stetson seconded the motion to approve Alternative 1: Recommend funding the capital project proposal in the amount recommended in the staff report (approximately \$416,000).

The motion carried by the following vote:

**Yes: 6 -** Chair Grossman  
Vice Chair Singh  
Commissioner Evans  
Commissioner Gilbert  
Commissioner Hiremath  
Commissioner Stetson

**No: 0**

**Absent: 1 -** Commissioner Kwok

**STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES**

None.

**NON-AGENDA ITEMS & COMMENTS**

**-Commissioner Comments**

None.

**-Staff Comments**

None.

**ADJOURNMENT**

MOTION: Commissioner Evans moved, and Commissioner Stetson seconded the motion to adjourn the meeting at 7:32 p.m.

Motion carried by the following vote:

**Yes: 6 -** Chair Grossman  
Vice Chair Singh  
Commissioner Evans  
Commissioner Gilbert  
Commissioner Hiremath  
Commissioner Stetson

**No: 0**

**Absent: 1 -** Commissioner Kwok



# City of Sunnyvale

## Agenda Item

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**18-0328**

**Agenda Date: 4/24/2018**

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### **SUBJECT**

Adopt Resolution authorizing the Successor Agency to Transfer Ownership of Certain Real Property from the Successor Agency to the City of Sunnyvale as a Governmental Purposes transfer pursuant to the Dissolution Act (AB x1 26, AB 1484 and SB107)

### **REPORT IN BRIEF**

The Oversight Board on September 24, 2015, adopted a resolution directing the Successor Agency to transfer to the City the former Redevelopment Agency owned property located at 200 West Evelyn Street, commonly known as Plaza del Sol, ("Property") as a governmental purposes transfer in accordance with Health and Safety Code Section 34181(a) and the Department of Finance (DOF) approved the Oversight Board resolution. The Property is primarily used for a public plaza and also contains four levels of subterranean parking which are included within the Downtown Sunnyvale Parking District. Inadvertently, the transfer did not occur after DOF's approval and staff is recommending that the Successor Agency Board authorize the Executive Director to transfer ownership of the Property to the City.

### **DISCUSSION**

The State of California's passage of AB x1 26 dissolved Redevelopment Agencies and replaced them with Successor Agencies effective February 1, 2012. The City of Sunnyvale elected to be the Successor Agency for the Sunnyvale Redevelopment Agency. On February 1, 2012, properties and assets owned by the former Redevelopment Agency transferred to the Successor Agency. AB x1 26 was later amended by AB1484 in June of 2012 and by SB 107 in September 2015. The Dissolution Laws contain provisions regarding transfers of properties that are used for governmental purposes. The Dissolution Law also requires the formation of an Oversight Board for the Successor Agency that must approve certain Successor Agency actions and also may direct the Successor Agency to take certain actions with regards to former Redevelopment Agency property.

In accordance with California Health and Safety Code Section 34181(a) the Oversight Board may direct the Successor Agency to: "[d]ispose of all assets and properties of the former redevelopment agency; provided, however, that the oversight board may instead direct the successor agency to transfer ownership of those assets that were constructed and used for a governmental purpose, such as roads, school buildings, parks, police and fire stations, libraries, parking facilities and lots dedicated solely to public parking and local agency administrative buildings, to the appropriate public jurisdiction pursuant to any existing agreements relating to the construction or use of such an asset." "Parking facilities and lots dedicated solely to public parking do not include properties that generate revenues in excess of reasonable maintenance costs of the properties."

The Oversight Board on September 24, 2015, adopted a resolution directing the Successor Agency to transfer, as a governmental purposes transfer, the Property to the City in accordance with Health and Safety Code Section 34181(a) and the Department of Finance approved the Oversight Board resolution. The Property in question is primarily used for a public plaza. The Property also contains

four levels of subterranean parking which are included within the Downtown Sunnyvale Parking District. The subterranean parking is part of a larger parking structure that occupies the subsurface level of the Property as well as three adjacent parcels in private ownership. The underground garage functions as a single parking structure with two and one-half levels of the portion of the garage on the Property restricted by a perpetual easement for use by the tenants of the office buildings free of charge. The underground parking structure is governed by a Declaration of Covenants, Conditions and Restrictions and Reciprocal Easement Agreement ("CC&Rs") recorded against and benefiting the Property and the adjacent properties that are developed with three office buildings.

The CC&Rs grant the parties cross easements for ingress and egress and structural support. Pursuant to the CC&Rs the owner of the office buildings is responsible for the maintenance of the underground parking. The Successor Agency is responsible for the maintenance of the public plaza located on the surface level. Cost of insurance is split between the office building owner and the Successor Agency with the Successor Agency being responsible for 25% of the insurance costs. Prior to dissolution of the Redevelopment Agency, the City paid the insurance costs each year and would continue to be responsible for these costs upon transfer of the property to the City. The CC&Rs also require that the owner of the Successor Agency parcel pay 25% of the replacement costs of the entire parking structure, including the portions located on the privately-owned parcels, if the parking structure is destroyed or damaged. This obligation would be assumed by the City upon transfer of the property to the City.

The Property is included in the Downtown Parking District created by the City of Sunnyvale pursuant to Ordinance No. 369. The Downtown Parking District was created in order to pay for the acquisition and development of public parking spaces serving the Downtown Area. Most of the businesses in Downtown Sunnyvale do not have on-site parking. Through the creation of the Parking District and its acquisition and development of parking facilities in the Downtown Area, businesses are allowed to develop without providing on-site parking thereby maximizing the development capacity of the properties. Most of the parking for the retail uses in the Downtown area is provided in public parking lots and garages maintained by the Downtown Parking District. The California Parking District Law of 1951 allows for the discontinuation of public parking spaces but only after a public hearing and after the legislative body determines by a four-fifths vote that the public interest and necessity and the needs of the District no longer require that such property be used as public parking places.

Upon approval of the transfer, the City's Property Administrator may accept the conveyance instrument pursuant to the authority granted to the Property Administrator by the City Council.

### **ENVIRONMENTAL REVIEW**

The action being considered is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15061 (b) (3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

### **FISCAL IMPACT**

Because the property being transferred to the City is restricted to public parking and a public park it has been appraised at a zero value. The City, upon assuming title to the Property, will be responsible for the insurance costs associated with its share of the parking and could be responsible for 25% of



the replacement costs of the parking structure. The City has in the past paid the insurance costs.

**PUBLIC CONTACT**

Public contact was made by posting the Successor Agency agenda on the Agency'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 Successor Agency Executive Director to take such actions and execute such instruments and documents as are necessary to transfer the property located at 200 West Evelyn Street, commonly known as Plaza del Sol, to the City as a Governmental Purposes transfer pursuant to the Dissolution Act.
2. Do not authorize the Successor Agency Executive Director to take such actions and execute such instruments and documents as are necessary to transfer the property located at 200 West Evelyn Street, commonly known as Plaza del Sol, to the City as a Governmental Purposes transfer pursuant to the Dissolution Act.

If the Successor Agency does not authorize the transfer, then it will retain the Property until the Successor Agency has met all of its enforceable obligations, at which time, pursuant to the Dissolution Law the Successor Agency is obligated to dispose of all of its assets and dissolve. At this time, there is no projection on when the Successor Agency will pay all of its debts.

**RECOMMENDATION**

Alternative 1: Authorize the Successor Agency Executive Director to take such actions and execute such instruments and documents as are necessary to transfer the property located at 200 West Evelyn Street, commonly known as Plaza del Sol, to the City as a Governmental Purposes transfer pursuant to the Dissolution Act.

Prepared by: John A. Nagel, City Attorney and Agency Counsel  
Approved by: Teri Silva, Assistant City Manager

**ATTACHMENT**

1. Resolution



## RESOLUTION NO. \_\_\_\_-18-RSA

**A RESOLUTION OF THE SUCCESSOR AGENCY TO THE  
FORMER REDEVELOPMENT AGENCY OF THE CITY OF  
SUNNYVALE AUTHORIZING THE EXECUTIVE  
DIRECTOR TO EXECUTE DOCUMENTS NECESSARY TO  
THE TRANSFER OF CERTAIN PROPERTY TO THE CITY  
OF SUNNYVALE AS A GOVERNMENTAL PURPOSES  
TRANSFER**

WHEREAS, the California state legislature enacted Assembly Bill x1 26 (the "Dissolution Act") to dissolve redevelopment agencies formed under the Community Redevelopment Law (Health and Safety Code Section 33000 et seq.); and

WHEREAS, pursuant to Health and Safety Code Section 34173, the City Council of the City of Sunnyvale (the "City Council") declared that the City of Sunnyvale (the "City"), would act as successor agency (the "Successor Agency") for the dissolved Redevelopment Agency of the City of Sunnyvale (the "Dissolved RDA") effective February 1, 2012; and

WHEREAS, pursuant to AB 1484 ("AB 1484"), enacted June 27, 2012 to amend various provisions of the Dissolution Act, the Successor Agency is now declared to be a separate legal entity from the City; and

WHEREAS, upon dissolution of the Former RDA on February 1, 2012, the ownership of all Former RDA properties transferred to the Successor Agency pursuant to Health and Safety Code Section 34175(b); and

WHEREAS, certain properties held by the Successor Agency constitute governmental use properties pursuant to Health and Safety Code Section 34181(a); and

WHEREAS, the Dissolution Act provides for the appointment of an oversight board (the "Oversight Board") with specific duties to approve certain Successor Agency actions pursuant to Health and Safety Code Section 34180 and to direct the Successor Agency in certain other actions pursuant to Health and Safety Code Section 34181; and

WHEREAS, the Oversight Board on September 24, 2015, pursuant to OB Resolution No. 111-15-OB directed the Successor Agency to transfer that certain property located at 200 West Evelyn Street, Sunnyvale, California, commonly known as Plaza del Sol, (the "Property") to the City as a governmental purpose property and the California Department of Financing approved the Oversight Board resolution; and

WHEREAS, by staff report accompanying this Resolution and incorporated into this Resolution by this reference ("Staff Report") the Successor Agency has been provided with additional information upon which the findings and actions set forth in this Resolution are based.

NOW, THEREFORE, BE IT RESOLVED BY THE SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF SUNNYVALE THAT:

1. The Successor Agency for the Former RDA hereby finds, resolves, and determines that the foregoing recitals are true and correct, and, together with information provided by the Successor Agency staff and the public, form the basis for the approvals, findings, resolutions, and determinations set forth below.
2. The Successor Agency hereby approves the transfer the Property to the City and authorizes the Executive Director of the Successor Agency to execute any and all documents necessary to effectuate such transfer including grant deeds, change of ownership forms and related documents.
3. This Resolution shall take effect immediately.

Adopted by the Successor Agency to the Former Redevelopment Agency of the City of Sunnyvale at a special meeting held on \_\_\_\_\_, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

RECUSAL:

ATTEST:

APPROVED:

\_\_\_\_\_  
Successor Agency Secretary  
(SEAL)

\_\_\_\_\_  
Successor Agency Chair

APPROVED AS TO FORM:

\_\_\_\_\_  
Successor Agency Attorney