



# City of Sunnyvale

## Notice and Agenda City Council

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Tuesday, August 14, 2018

6:00 PM

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

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**Special Meetings: Closed Session - 6:00 PM | Regular Meeting - 7:00 PM**

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

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

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

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

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

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

[18-0549](#)

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

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 (Disposition and  
Development Agreement)

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

### **7 P.M. COUNCIL MEETING**

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

### **CALL TO ORDER**

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

### **SALUTE TO THE FLAG**

### **ROLL CALL**

### **CLOSED SESSION REPORT**

### **ORAL COMMUNICATIONS**

*This category provides an opportunity for members of the public to address the City 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 the Council 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**    [18-0558](#)            Approve City Council Meeting Minutes of July 31, 2018

**Recommendation:** Approve the City Council Meeting Minutes of July 31, 2018, as submitted.

**1.B**    [17-1117](#)            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 [18-0589](#) Reject All Bids Received for the Maude Avenue Bikeway and Streetscape Project (PW18-06)

**Recommendation:** Reject all bids received in response to Invitation for Bids PW18-06 for the Maude Avenue Bikeway and Streetscape Project.

- 1.D [18-0593](#) Award of Contract for Professional Design Services Associated with the Rehabilitation of Storm Drain Outfall (F18-179)

**Recommendation:** 1) Award a contract to BKF Engineers of Redwood City in the amount not to exceed \$170,427 for professional design services associated with the Rehabilitation of Storm Drain Outfall into Stevens Creek at Remington Court 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; and 2) approve a 15% contingency in the amount of \$25,564.

- 1.E [18-0609](#) Adopt the City's Investment Policy for Fiscal Year 2018/19 and Receive the Annual Performance Report for Fiscal Year 2017/18

**Recommendation:** Adopt the City's Investment Policy for FY 2018/19 (Council Policy 7.1.2).

- 1.F [18-0683](#) Third Amendment to Outside Counsel Agreement with Liebert Cassidy Whitmore for Litigation Services

**Recommendation:** Authorize the City Attorney to execute a Third Amendment, in substantially the same form as Attachment 1 to the report, to the Outside Counsel Agreement with the law firm of Liebert Cassidy Whitmore to increase the not-to-exceed amount by \$155,000, for a total new not-to-exceed contract amount of \$305,000.

- 1.G [18-0698](#) Adopt Ordinance No. 3135-18 Enacting and adopting a new Chapter 9.43 (Firearms Sales) of Title 9 (Public Peace, Safety or Welfare) of the Sunnyvale Municipal Code

**Recommendation:** Adopt Ordinance No. 3135-18

## **PUBLIC HEARINGS/GENERAL BUSINESS**

*If you wish to speak to a public hearing/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. [18-0697](#)

CONTINUED FROM JULY 31, 2018 CITY COUNCIL MEETING

Proposed Project:

Appeal by the Applicant of a Planning Commission decision to deny a Design Review and Variance to allow a new one-story single family home resulting in 1,963 square feet (1,640 square feet of living area and 323 square foot one-car garage) and 51% floor area ratio on a 3,800-square foot lot (FAR greater than 45% requires Planning Commission review) with the following requested variances:

- 10-15-foot front yard setback where 20 feet minimum is required;
- 7 foot 2-inch combined side yard setback where 10-foot minimum is required;
- One-covered parking space where two-covered parking spaces are required; and,
- No uncovered parking spaces where two-uncovered parking spaces are required (subsequently revised to provide one uncovered space with substandard length of 18 feet).

Location: 814 Coolidge Avenue (APN: 165-17-017)

File #: 2017-7765

Zoning: R-2 (Low Medium Density Residential)

Applicant / Owner: Joe and Raquel Fanucchi (applicant / owner)

Environmental Review: Class 1 Categorical Exemption relieves this project from the California Environmental Quality Act (CEQA) provisions that include minor additions to an existing single-family residence (CEQA Guidelines Section 15301).

Project Planner: Cindy Hom, (408) 730-7411,  
chom@sunnyvale.ca.gov



**Recommendation:** Alternative 2: Make the necessary California Environmental Quality Act findings and Grant the appeal and approve the Design Review and Variances as requested by the applicant to allow variances for front yard setback, combined side yard setback, lot coverage, one covered parking space and one uncovered parking space with reduced length of 18 feet, subject to the findings in Attachment 3 and Conditions of Approval in Attachment 4 of the report.

3. [18-0631](#) Proposed Project: General Plan Amendment Initiation to consider amending the Lawrence Station Area Plan (LSAP) to expand the boundary of the plan area to include 932 and 950 Kifer Road (APNs 205-49-005 and 205-49-012).  
File #: 2018-7447  
Locations: 932 Kifer Road (APN 205-49-005); 950 Kifer Road (APN 205-49-012); 945 Kifer Road (APN 205-40-002); and 955 Kifer Road (APN 205-40-001).  
Applicant/Owner: Intuitive Surgical, Inc.  
Environmental Review: The project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378 (a).  
Project Planner: George Schroeder, (408) 730-7443, [gschroeder@sunnyvale.ca.gov](mailto:gschroeder@sunnyvale.ca.gov)

**Recommendation:** Alternative 1: Initiate the General Plan Amendment study to add the properties at 932, 950, 945- 955 Kifer Road in the Lawrence Station Area plan boundaries and direct staff to include these amendments in the LSAP residential study currently underway.

- a. Study a pedestrian/bicycle route from the subject properties to the Lawrence Caltrain Station (Recommended by Planning Commission).
- b. The study shall analyze methods to maximize the existing tree canopy, preserve the existing trees, and maintain the open space within the 945-955 Kifer Road property (Recommended by Planning Commission).

4. [18-0632](#) Approve a Memorandum of Understanding and Bylaws between the City of Sunnyvale and the Cities Association of Santa Clara County Providing for the Continuing Operation of the Santa Clara/Santa Cruz Counties Airport/Community

Roundtable and Approve Budget Modification 3 in the Amount of \$35,000

**Recommendation:** Alternative 1: Adopt a resolution to join the Santa Clara/Santa Cruz Counties Airport/Community Roundtable; approve and authorize the City Manager to execute the Memorandum of Understanding, in substantially the same form as in Attachment 5 between the City of Sunnyvale and the Cities Association of Santa Clara County providing for the continuing operation of the Santa Clara/Santa Cruz Counties Airport/Community Roundtable and any other documents necessary for participation in the Roundtable; approve the Roundtable Bylaws ; authorize the Mayor to appoint a Representative and Alternate to serve a two-year term; and approve Budget Modification 3 in the amount of \$35,000.

5.     [18-0644](#)     Approve Management Agreement for Sunnyvale Golf Course between the City of Sunnyvale and KSM Sunnyvale, LLC and Terminate Existing Concession License Agreement with KSM Sunnyvale, LLC

**Recommendation:** Alternative 1: Authorize the City Manager to terminate the Concession License Agreement for operation of certain areas and facilities at Sunnyvale Golf Course with KSM Sunnyvale, LLC, and execute a Management Agreement with KSM Sunnyvale, LLC in substantially the same form as Attachment 2 of the report.

6.     [18-0676](#)     Resolution Adopting Council Policy 4.4.1 Establishing a Suicide Prevention Policy

**Recommendation:** Adopt a Resolution Adopting Council Policy 4.41 Establishing a Suicide Prevention Policy

7.     [18-0673](#)     Adopt a Resolution Establishing the New Classification of Budget Manager and Amending the City's Salary Resolution to Update the Schedule of Pay to Add the Budget Manager Classification and Increase the Pay Range of the Assistant Director of Finance Classification

**Recommendation:** Alternative 1: Adopt a Resolution Establishing the New Classification of Budget Manager and Amending the City's Salary Resolution to Update the Schedule of Pay to Add the Budget Manager Classification and Increase the Pay Range of the Assistant Director of Finance Classification

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

**NON-AGENDA ITEMS & COMMENTS**

-Council

-City Manager

**INFORMATION ONLY REPORTS/ITEMS**

[18-0554](#) Tentative Council Meeting Agenda Calendar

[18-0711](#) Information/Action Items

**ADJOURNMENT**

**NOTICE TO THE PUBLIC**

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

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

*90-day deadline for the filing of any lawsuit challenging final action on an agenda item which is subject to Code of Civil Procedure 1094.5.*

*Pursuant to the Americans with Disabilities Act, if you need special assistance in this meeting, please contact the Office of the City Clerk at (408) 730-7483. Notification of 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.160 (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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**18-0549**

**Agenda Date:** 8/14/2018

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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

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 (Disposition and Development Agreement)



# City of Sunnyvale

## Agenda Item

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**18-0558**

**Agenda Date:** 8/14/2018

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**SUBJECT**

Approve City Council Meeting Minutes of July 31, 2018

**RECOMMENDATION**

Approve the City Council Meeting Minutes of July 31, 2018, as submitted.



# City of Sunnyvale

## Meeting Minutes - Draft City Council

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Tuesday, July 31, 2018

4:00 PM

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

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**Special Meetings: Closed Session - 4:00 PM | Study Session - 5:30 PM | Open House -  
6:30 PM | Regular Meeting - 7 PM**

### **4:00 P.M. SPECIAL COUNCIL MEETING (Closed Session)**

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

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

Vice Mayor Klein called the meeting to order at 4:03 p.m.

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

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

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

No speakers.

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

[18-0614](#)

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

Property: APN 213-12-001 1142 Dahlia Court/1197 Lily  
Avenue (commonly referred to as Corn Palace)

Agency negotiator: City Manager Kent Steffens; Director of  
Community of Development Trudi Ryan; Director of Public  
Works Chip Taylor; City Property Administrator Sherine Nafie

Negotiating parties: Gabriel Francia Trustee, or authorized buyer (currently TrumarkHomes LLC)  
Under negotiation: Price and terms of payment

[18-0686](#)

Closed Session held pursuant to California Government Code Section 54956.8:

CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: 1484 Kifer Road, Sunnyvale, CA

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

Negotiating parties: Four Corners Properties LLC; Simeon LLC and Essex Property Trust, Inc.; and Youland Smarthome LLC

Under negotiation: Price and Terms of Payment

**5. Adjourn Special Meeting**

Vice Mayor Klein adjourned the meeting at 5:01 p.m.

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

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

Vice Mayor Klein called the meeting to order at 5:30 p.m.

**2. Roll Call**

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

**3. Public Comment**

No speakers.

**4. Study Session**

[18-0504](#)

El Camino Real Corridor Specific Plan - Presentation of Design Examples

**5. Adjourn Special Meeting**



Vice Mayor Klein adjourned the meeting at 6:29 p.m.

**6:30 P.M. SPECIAL COUNCIL MEETING (Open House)**

**1. Call to Order at the Sunnyvale Public Library Plaza (Open to the Public)**

A quorum of the Council arrived at approximately 6:33 p.m.

**2. Roll Call**

**3. Open House**

[18-0535](#)

Open House - Waymo Driverless Cars

Location: Sunnyvale Public Library (Plaza in front of Library),  
665 W Olive Ave, Sunnyvale, CA 94086

**4. Adjourn Special Meeting**

A quorum of the Council left at approximately 6:43 p.m.

**7 P.M. COUNCIL MEETING**

**CALL TO ORDER**

Mayor Hendricks called the meeting to order.

**SALUTE TO THE FLAG**

Mayor Hendricks lead the salute to the flag.

**ROLL CALL**

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

**CLOSED SESSION REPORT**

Vice Mayor Klein reported that the Council met in Closed Session held pursuant to California Government Code Section 54956.8: CONFERENCE WITH REAL PROPERTY NEGOTIATORS Property: APN 213 12 001 1142 Dahlia Court/1197 Lily Avenue (commonly referred to as Corn Palace): Nothing to report.

Vice Mayor Klein reported that the Council met in Closed Session held pursuant to California Government Code Section 54956.8: CONFERENCE WITH REAL PROPERTY NEGOTIATORS Property: 1484 Kifer Road, Sunnyvale, CA; Nothing to report.

### **ORAL COMMUNICATIONS**

Councilmember Melton announced the application deadline to fill openings on boards and commissions.

Councilmember Melton announced a new meeting date of Thursday, August 23 for the Town Hall meeting on Aviation Noise at 6:00 pm at the Sunnyvale Community Center Ballroom.

Saurav Gandhi provided a report regarding the DPS Leadership Academy.

Zachary Kaufman provided a slide presentation showing traffic, pedestrian and bicycle traffic at the El Camino and Fair Oaks intersection. Mr. Kaufman also spoke regarding domain names.

Jay Herbert spoke regarding traffic impacts, pedestrian and bicycle safety at the San Luisito and Duane intersection and provided a slide presentation.

Henry Alexander III spoke regarding lack of transparency and how the city is using the website. He recommended the city provide a data hub to communicate with the residents and requested a study issue on this matter.

Richard Mehlinger requested a study issue to consider a minimum terms lease ordinance requiring landlords to offer six and twelve month leases. Mr. Mehlinger also provided comments regarding Item 2.

Mark Mollineaux spoke regarding the Blue Bonnet Mobile Home Park and the need to do more to provide equity between landowners and mobile home owners. He also stated that the Sunnyvale Tenants Union look forward to working with the Council and hold discussion on stability and have a more affordable future.

### **CONSENT CALENDAR**

Councilmember Melton pulled Item 1.D for separate consideration.

Councilmember Goldman pulled Item 1.G for separate consideration.

MOTION: Vice Mayor Klein moved and Councilmember Larsson seconded the motion to approve the Consent Calendar, excluding Items 1.D and 1.G.

Councilmember Larsson clarified that the motion includes approval of the minutes as modified by staff.

The motion carried by the following vote:

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

**1.A**     [18-0605](#)     Approve City Council Meeting Minutes of July 17, 2018

Approve the City Council Meeting Minutes of July 17, 2018 as submitted.

**1.B**     [17-1116](#)     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**     [18-0591](#)     Authorize the Issuance of a Blanket Purchase Order for  
Cooperative Purchase of Industrial and Commercial Supplies  
(F18-249)

1) Approve the issuance of a blanket purchase order to Grainger for the purchase of industrial and commercial supplies in an amount not to exceed \$200,000, in substantially the same form as Attachment 2 to the report and in accordance with the State of California NASPO ValuePoint Master Agreement; 2) Authorize the City Manager to increase the not to exceed amount to the amount of the budgeted appropriations and to renew the purchase order for four additional one-year periods provided that pricing and service remain acceptable to the City.

**1.D**     [18-0603](#)     Award of Contract for Professional Design Services Associated  
with the Golf Building Renovations at Sunken Gardens  
(F18-188)

Public hearing opened at 7:27 p.m.

No speakers.

Public hearing closed at 7:27 p.m.

MOTION: Vice Mayor Klein moved and Councilmember Smith seconded the motion to approve 1) Award a contract, in substantially the same form as Attachment 1 to the report and in an amount not to exceed \$168,877, and authorize the City Manager to execute the contract when all the necessary conditions have been met; 2) approve a contract contingency in the amount of \$16,888; and 3) Find that the project is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines sections 15301 and 15378(a).

The motion carried by the following vote:

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

**No:** 1 - Councilmember Melton

**1.E**      [18-0335](#)      Adopt Resolutions Authorizing the City Manager or His Designee to Execute Agreements for Purchase of Certain Real Estate Rights and Acceptance of Easements, and Adopt a Resolution Summarily Vacating Existing Aerial Easements, all in Relation to the Fair Oaks Avenue Overhead Bridge Rehabilitation Project

1. Adopt a resolution authorizing the City Manager or his designee to execute:
  - Agreement for Purchase of Certain Real Property Rights with HD Development of Maryland Inc.;
  - Application for Custom Work agreement with AT&T located on HD Development of Maryland Inc. property;
  - Acceptance of easements from HD Development of Maryland Inc. in relation to the Fair Oaks Avenue Overhead Bridge Rehabilitation Project;
  - A Landscape Agreement with HD Development of Maryland Inc.
2. Adopt a resolution authorizing the City Manager or his designee to execute:
  - Agreement for Purchase of Certain Real Property Rights with Monument 3:

Realty Fund VII, LTD. and Monument 3: Realty Fund VIII, LTD;

· Acceptance of easements from Monument 3: Realty Fund VII, LTD. and Monument 3: Realty Fund VIII, LTD, in relation to the Fair Oaks Avenue Overhead Bridge Rehabilitation Project; and

3. Adopt a resolution summarily vacating existing aerial easements related to the Fair Oaks Avenue Overhead Bridge Rehabilitation Project.

**1.F**      [18-0613](#)      Award of Contract for Consultant Services to Develop  
Sunnyvale Housing Strategy (F18-202)

Award a contract to BAE Urban Economics to develop the Sunnyvale Housing Strategy in an amount not-to-exceed \$198,916, in substantially the same form as Attachment 1 to the report, and authorize the City Manager to execute the contract when all the necessary conditions have been met.

**1.G**      [18-0616](#)      Authorize the Issuance of a Purchase Order for five (5) John  
Deere 1550 Terrain-Cut Commercial Front Mowers (F18-280)

Public hearing opened at 7:42 p.m.

No speakers.

Public hearing closed at 7:42 p.m.

MOTION: Councilmember Griffith moved and Councilmember Larsson seconded the motion to 1) Approve the issuance of a purchase order to Deere & Company in the amount of \$104,499.10 (not including sales tax) in substantially the same form as Attachment 1 to the report.

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

**No:** 0

**Abstain:** 1 - Councilmember Goldman

**1.H**      [18-0531](#)      Acceptance of the Systemic Safety Analysis Report Program  
grant funds from CalTrans, Award of contract for Roadway  
Safety Plan as part of the Systemic Safety Analysis Report

Program (SSARP) (F18-192), and approval of Budget Modification No. 1

- 1) Accept the Systemic Safety Analysis Report Program grant funds from CalTrans,
- 2) Award a contract, in substantially the same form as Attachment 1 to the report and in an amount not to exceed \$249,276 to Fehr & Peers, and authorize the City Manager to execute the contract when all the necessary conditions have been met;
- 3) approve a 10% contingency in the amount of \$24,928; and 4) approve Budget Modification No. 1 in the amount of \$280,000 for project award, recognizing grant funds and appropriate matching funds.

**PUBLIC HEARINGS/GENERAL BUSINESS**

2.        [18-0675](#)        Introduce an Ordinance Enacting and Adopting a New Chapter 9.43 to the Sunnyvale Municipal Code to Regulate Licensed Firearms Dealers and to Prohibit Licensed Firearms Dealers from Selling, Delivering, or Giving Possession of a Semiautomatic Centerfire Rifle to any Person Under 21 Years of Age.

City Attorney John Nagel provided the staff report.

Public hearing opened at 8:04 p.m.

Reverend Joseph Lee, Presbyterian minister and executive of the Presbytery of San Jose, urged support for the proposed ordinance.

Carol Weiss spoke in support of the proposed ordinance.

Nandini Balakrishna spoke in support of the proposed legislation and requested reconsideration of the section exempting law enforcement and active duty.

Geoff Ainscow spoke in support of the ordinance and requested removal of an item in Section 9.43.080 exempting active police and military.

Mike Serrone spoke in support of the proposed ordinance.

Katie Wilkinson spoke in support of the measure.

Tony Spitaleri spoke in support for the measure and expressed concerns about the section exempting a police officer or active military from purchasing these firearms.

Eric Swanson, Pastor of West Hope Presbyterian Church, spoke in support of the City's leadership in gun safety.

John Cordes, BPAC Chair, speaking for himself, spoke in support of the ordinance as written.

Sally Lieber spoke in support of unanimous approval of the ordinance and agreed with other speakers about the exemption. She also recommended a future ban on the making and possession of 3D printed guns in Sunnyvale.

Tara Martin-Milius spoke in support of the ordinance and questioned the need for the exemption for police and military.

Richard Simmons spoke in support of the lead the City is taking with this proposal.

Public hearing closed at 8:25 p.m.

MOTION: Mayor Hendricks moved and Vice Mayor Klein seconded the motion to approve Alternative 1: Introduce an Ordinance Enacting and Adopting a New Chapter 9.43 to the Sunnyvale Municipal Code to Regulate Licensed Firearms Dealers and to Prohibit Licensed Firearms Dealers from Selling, Delivering, or Giving Possession of a Semiautomatic Centerfire Rifle to any Person Under 21 Years of Age.

City Clerk Kathleen Franco Simmons read the ordinance title.

The motion carried by the following vote:

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

**No: 0**

3.      [18-0489](#)      Consider Amending the City of Sunnyvale's Minimum Wage Ordinance to Delay the Start of Annual Consumer Price Index

Adjustments from January 1, 2019 to January 1, 2020

Economic Development Manager Connie Verceles provided the staff report.

Public hearing opened at 8:50 p.m.

No speakers.

Public hearing closed at 8:50 p.m.

MOTION: Councilmember Griffith moved and Councilmember Smith seconded the motion to approve Alternatives 2 and 3: 2) Direct staff to return to Council with a Minimum Wage Ordinance amendment to delay future CPI adjustments from January 1, 2019 to January 1, 2020; and 3) Direct staff to return to Council with a Minimum Wage Ordinance amendment to place a maximum cap of five (5) percent on future CPI increases.

The motion carried by the following vote:

**Yes:** 5 - Mayor Hendricks  
Vice Mayor Klein  
Councilmember Griffith  
Councilmember Larsson  
Councilmember Smith

**No:** 2 - Councilmember Melton  
Councilmember Goldman

4.      [18-0636](#)      File #: 2017-7765  
Location: 814 Coolidge Avenue (APN: 165-17-017)  
Zoning: R-2 (Low Medium Density Residential)  
Proposed Project:  
Appeal by the Applicant of a Planning Commission decision to deny a Design Review and Variance to allow a new one-story single family home resulting in 1,963 square feet (1,640 square feet of living area and 323 square foot one-car garage) and 49% floor area ratio on a 4,000-square foot lot (FAR greater than 45% requires Planning Commission review) with the following requested variances:
- 10-15-foot front yard setback where 20 feet minimum is required;
  - 7 foot 2-inch combined side yard setback where 10-foot



minimum is required;

- One-covered parking space where two-covered parking spaces are required; and,
  - No uncovered parking spaces where two-uncovered parking spaces are required (subsequently revised to provide one uncovered space with substandard length of 18 feet).
- Applicant / Owner: Joe and Raquel Fanucchi (applicant / owner)

Environmental Review: Class 1 Categorical Exemption relieves this project from the California Environmental Quality Act (CEQA) provisions that include minor additions to an existing single-family residence (CEQA Guidelines Section 15301).

Project Planner: Cindy Hom, (408) 730-7411,  
chom@sunnyvale.ca.gov

Director of Community Development Trudi Ryan recommended continuing this item to August 14, 2018.

Public hearing opened at 9:10 p.m.

No speakers.

Public hearing closed at 9:10 p.m.

MOTION: Vice Mayor Klein moved and Councilmember Larsson seconded the motion to continue this item to a date certain, August 14, 2018.

The motion carried by the following vote:

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

**No:** 0

Council recessed at 9:10 p.m. and reconvened at 9:20 p.m. with all Councilmembers

present.

5.      [18-0597](#)      Proposed Project:      Related applications on an 8.09-acre site:  
DESIGN REVIEW PERMIT AND USE PERMIT: To allow site  
and building modifications to an existing office building  
complex resulting in 7,449 net new square footage (42% FAR)  
on an 8.09-acre site developed with (4) three-story buildings  
and various site improvements and a request to utilize square  
footage from the city-wide development reserve.  
Location: 1230-1290 Oakmead Parkway (APN: 216-44-124)  
File #: 2017-7886  
Zoning: Manufacturing and Services (M-S)  
Applicant / Owner: Embarcadero Realty Services (Applicant) /  
Oakmead Terrace LLC (owner)  
Environmental Review: Class 1 Categorical Exemption relieves  
this project from the California Environmental Quality Act  
(CEQA) provisions that include additions less than 10,000 to  
existing structures [CEQA Guidelines Section 15301 (e)(2)].  
Project Planner: Cindy Hom, (408) 730-7411,  
chom@sunnyvale.ca.gov

Assistant Director of Community Development Andy Miner provided the staff report.

Applicant John Hamilton, Managing Partner provided information regarding the proposed project.

Public hearing opened at 9:36 p.m.

No speakers.

Public hearing closed at 9:36 p.m.

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

**No: 0**

6. [18-0415](#) Planning for Post-2021 Solid Waste & Recycling Collection Franchise (Study Issue ESD 18-02)

Solid Waste Programs Division Manager Mark Bowers and Peter Divler from HF&H provided the report and a slide presentation.

Public hearing opened at 10:03 p.m.

Gerry Nabhan, General Manager of Specialty, provided information regarding the franchised garbage hauler in Sunnyvale and provided written materials. Nick Nabhan provided additional information.

Public hearing closed at 10:10 p.m.

MOTION: Vice Mayor Klein moved and Councilmember Smith seconded the motion to approve Alternatives 1, 2, 3 and 4: Alternative 1: Find that the actions are exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15262 and 15738(b)(5); Alternative 2: Adopt the communications guidelines shown as Attachment 1 to the report; Alternative 3: Direct staff to proceed with assessment of the performance of the current franchisee (Bay Counties Waste Services); Alternative 4: Direct staff to provide the performance review results and ask Council for direction on whether to conduct a single source or a competitive process for an award of a new franchise and agreement.

The motion carried by the following vote:

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

**No:** 0

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

Councilmember Smith provided a report from a Local Policy Maker Group meeting relating to Caltrain's business plan. Cities are being asked to provide input from the community such as: what are the challenges in our jurisdiction; what are the opportunities; why is the future of the Caltrain corridor important to you?

Councilmember Smith requested input on how the City can work with Caltrain on their visioning exercise, business opportunities and problems to avoid in our jurisdiction. Mayor Hendricks suggested sending ideas to the City Manager and have a discussion about options for obtaining community input.

Councilmember Melton provided a report of a Board meeting with the Silicon Valley Regional Interoperability Authority (SVRIA) regarding a recent disruption of DPS communications.

Councilmember Smith provided a report on a meeting of the Water Commission and stated that the Commission is conducting a climate action adaptation report. She recommended that it might be more beneficial to receive information about anticipated water rates earlier in the budget cycle.

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

#### **-Council**

Councilmember Smith proposed a study issue to examine the Right to Lease Ordinance; this ordinance would require landlords to offer all tenants a six and twelve-month lease at terms no more expensive than any month-to-month they offer. Co-sponsored by Mayor Hendricks, Vice Mayor Klein and Councilmember Goldman.

#### **-City Manager**

City Manager Kent Steffens provided information about the recently proposed study issue regarding guidelines for small cell sites and indicated staff thinks it is timely to move forward on that now.

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

- |                                |   |
|--------------------------------|---|
| <a href="#"><u>18-0606</u></a> | Tentative Council Meeting Agenda Calendar |
| <a href="#"><u>18-0607</u></a> | Information/Action Items                  |
| <a href="#"><u>18-0608</u></a> | Board/Commission Meeting Minutes          |

### **ADJOURNMENT**

Vice Mayor Klein closed the meeting in honor of Nick Tikvica.

Mayor Hendricks adjourned the meeting at 10:24 p.m.



# City of Sunnyvale

## Agenda Item

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17-1117

Agenda Date: 8/14/2018

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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
930	07-15-18 through 07-21-18	\$7,802,785.81
931	07-22-18 through 07-28-18	\$7,837,817.90

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

7/30/2018

City of Sunnyvale

**LIST # 930**

Page 1

**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 7/15/2018 through 7/21/2018**

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>
xxx304503	7/17/18	3SOUTH LLC	0218SDPSR300Z H	Miscellaneous Equipment	15,275.00	0.00	15,275.00	<b>\$15,275.00</b>
xxx304504	7/17/18	4LEAF INC	J3567K	Consultants	25,145.35	0.00	25,145.35	<b>\$25,145.35</b>
xxx304505	7/17/18	ALLIES	ELL-13	Contracts/Service Agreements	18,340.99	0.00	18,340.99	<b>\$18,340.99</b>
xxx304506	7/17/18	AT&T	000011628603	Utilities - Telephone	81,032.85	0.00	81,032.85	<b>\$81,032.85</b>
xxx304507	7/17/18	ACCLAMATION INSURANCE MANAGEMENT	109601	Workers' Compensation - Administration	25,320.83	0.00	25,320.83	<b>\$25,320.83</b>
xxx304508	7/17/18	ACE FIRE EQUIPMENT & SERVICE CO INC	8793	Inventory Purchase	571.44	0.00	571.44	<b>\$571.44</b>
xxx304509	7/17/18	ADIDAS AMERICA INC.	6175480309	Inventory Purchase	173.05	0.00	173.05	<b>\$1,918.88</b>
			6175523335	Inventory Purchase	675.65	0.00	675.65	
			6175661327	Inventory Purchase	886.58	0.00	886.58	
			6175668225	Inventory Purchase	122.40	0.00	122.40	
			6175668226	Inventory Purchase	61.20	0.00	61.20	
xxx304510	7/17/18	AGBAYANI CONSTRUCTION CORPORATION	CMMNTYCNT R#10	Construction Services	129,153.53	0.00	129,153.53	<b>\$129,153.53</b>
xxx304511	7/17/18	AIR COOLED ENGINES INC	80781	Parts, Vehicles & Motor Equip	14.57	0.00	14.57	<b>\$14.57</b>
xxx304512	7/17/18	AMERICAN LEAK DETECTION	17022A	Construction Services	1,740.00	0.00	1,740.00	<b>\$1,740.00</b>
xxx304513	7/17/18	ANIMAL TRAPPING SERVICES	4071	Environmental Services	2,473.00	0.00	2,473.00	<b>\$2,473.00</b>
xxx304514	7/17/18	APEX LIFE SCIENCES LLC	LAB550454164	Salaries - Contract Personnel	792.00	0.00	792.00	<b>\$792.00</b>
xxx304515	7/17/18	APPLEONE EMPLOYMENT SERVICES	01-4908268	Contracts/Service Agreements	6,175.22	0.00	6,175.22	<b>\$10,857.36</b>
			01-4908268	Travel Expenses - Mileage	13.59	0.00	13.59	
			01-4919648	Contracts/Service Agreements	4,668.55	0.00	4,668.55	
xxx304516	7/17/18	ARBORWELL	IN94769	Services Maintain Land Improv	2,200.08	0.00	2,200.08	<b>\$6,649.68</b>
			IN95567	Services Maintain Land Improv	4,449.60	0.00	4,449.60	
xxx304517	7/17/18	ARNE SIGN & DECAL CO INC	18-11060	General Supplies	501.40	0.00	501.40	<b>\$501.40</b>
xxx304518	7/17/18	ART ALSER INC	43521	Equipment Maintenance & Repair Labor	1,000.00	0.00	1,000.00	<b>\$1,000.00</b>
xxx304519	7/17/18	AUTOSCRIBE CORP	174087	Financial Services	1,612.68	0.00	1,612.68	<b>\$1,612.68</b>
xxx304520	7/17/18	BKF ENGINEERS	18040369REV	Consultants	44,973.50	0.00	44,973.50	<b>\$44,973.50</b>
xxx304521	7/17/18	BAYRICS JOINT POWERS AUTHORITY	2018-001-012	Contracts/Service Agreements	1,750.00	0.00	1,750.00	<b>\$1,750.00</b>
xxx304522	7/17/18	BIGGS CARDOSA ASSOC INC	74131	Engineering Services	1,273.98	0.00	1,273.98	<b>\$1,273.98</b>

**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 7/15/2018 through 7/21/2018**

**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>
xxx304523	7/17/18	BLUE SKY ENVIRONMENTAL LLC	18122	Equipment Maintenance & Repair Labor	1,968.00	0.00	1,968.00	<b>\$1,968.00</b>
xxx304524	7/17/18	BOUND TREE MEDICAL LLC	62610358	Inventory Purchase	1,371.87	0.00	1,371.87	<b>\$5,881.90</b>
			70264614	Inventory Purchase	-1,581.51	0.00	-1,581.51	
			82894372	Inventory Purchase	1,581.51	0.00	1,581.51	
			82910905	Inventory Purchase	3,989.40	0.00	3,989.40	
			82916146	Inventory Purchase	520.63	0.00	520.63	
xxx304525	7/17/18	BRAD COX ARCHITECT INC	BCA18-04	Engineering Services	5,822.96	0.00	5,822.96	<b>\$5,822.96</b>
xxx304526	7/17/18	BURTONS FIRE INC	S41350	Parts, Vehicles & Motor Equip	97.94	0.00	97.94	<b>\$97.94</b>
xxx304527	7/17/18	CALIFORNIA DEPT OF GENERAL SERVICES	1414294	Utilities - Gas	17,927.30	0.00	17,927.30	<b>\$17,927.30</b>
xxx304528	7/17/18	CALLANDER ASSOC	15045-31	Architectural and Design Services	1,537.00	0.00	1,537.00	<b>\$1,537.00</b>
xxx304529	7/17/18	CALTEST ANALYTICAL LABORATORY	587013	Water Lab Services	173.49	0.00	173.49	<b>\$1,162.64</b>
			587014	Water Lab Services	57.83	0.00	57.83	
			587015	Water Lab Services	57.83	0.00	57.83	
			587017	Water Lab Services	115.66	0.00	115.66	
			587019	Water Lab Services	700.00	0.00	700.00	
			587020	Water Lab Services	57.83	0.00	57.83	
xxx304530	7/17/18	CARBONIC SERVICE INC	145994	Facilities Maintenance & Repair Labor	101.75	0.00	101.75	<b>\$101.75</b>
xxx304531	7/17/18	CENTRAL LABOR COUNCIL PARTNERSHIP	JUNE2018	DED Services/Training - Books	161.80	0.00	161.80	<b>\$66,991.70</b>
			JUNE2018	Contracts/Service Agreements	66,829.90	0.00	66,829.90	
xxx304532	7/17/18	CENTURY GRAPHICS	49121	Clothing, Uniforms & Access	239.87	0.00	239.87	<b>\$911.05</b>
			49465	Clothing, Uniforms & Access	671.18	0.00	671.18	
xxx304533	7/17/18	CIMEXTEK INC	6917	Professional Services	175.00	0.00	175.00	<b>\$175.00</b>
xxx304534	7/17/18	COAST COUNTIES PETERBILT	0157003P	Parts, Vehicles & Motor Equip	303.59	0.00	303.59	<b>\$303.59</b>
xxx304535	7/17/18	CONSOLIDATED PARTS INC	5048213	Equipment Maintenance & Repair Labor	141.70	0.00	141.70	<b>\$141.70</b>
xxx304536	7/17/18	CRITCHFIELD MECHANICAL INC	1680	Facilities Maint & Repair - Labor	3,500.00	0.00	3,500.00	<b>\$3,800.00</b>
			1680	Facilities Maint & Repair - Materials	300.00	0.00	300.00	
xxx304537	7/17/18	D & M TRAFFIC SERVICES INC	57940	Equipment Rental/Lease	117.72	0.00	117.72	<b>\$117.72</b>
xxx304538	7/17/18	DKS ASSOC	0066722	Consultants	8,825.00	0.00	8,825.00	<b>\$16,207.50</b>
			0067070	Consultants	7,382.50	0.00	7,382.50	
xxx304539	7/17/18	DTN ENGINEERS INC	359TO3.02R-B	Engineering Services	4,352.00	0.00	4,352.00	<b>\$6,400.00</b>



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			359TO3.03	Engineering Services	2,048.00	0.00	2,048.00	
xxx304540	7/17/18	DELL MARKETING LP	10253028664	Hardware Maintenance	58.99	0.00	58.99	<b>\$2,126.32</b>
			10253430710	Computer Hardware	2,067.33	0.00	2,067.33	
xxx304541	7/17/18	DEPARTMENT OF JUSTICE	310631	Contracts/Service Agreements	2,331.00	0.00	2,331.00	<b>\$2,331.00</b>
xxx304542	7/17/18	DISPENSING TECHNOLOGY CORP	11302	Materials - Land Improve	958.36	0.00	958.36	<b>\$958.36</b>
xxx304543	7/17/18	DU-ALL SAFETY	19924	Occupational Health and Safety Services - Other	2,700.00	0.00	2,700.00	<b>\$2,700.00</b>
xxx304544	7/17/18	ELIZABETH J STRAIN	ES2018MJ	Rec Instructors/Officials	1,161.60	0.00	1,161.60	<b>\$1,161.60</b>
xxx304545	7/17/18	ENNIS PAINT INC	352182	Materials - Land Improve	8,202.25	0.00	8,202.25	<b>\$8,202.25</b>
xxx304546	7/17/18	FEHR & PEERS	123224	Professional Services	15,330.00	0.00	15,330.00	<b>\$15,330.00</b>
xxx304547	7/17/18	FERGUSON ENTERPRISES INC 1423	1369161	Inventory Purchase	948.30	8.70	939.60	<b>\$1,159.92</b>
			1375493-1	Inventory Purchase	222.36	2.04	220.32	
xxx304548	7/17/18	FIRST ALARM SECURITY & PATROL INC	563646	Contracts/Service Agreements	4,792.26	0.00	4,792.26	<b>\$4,792.26</b>
xxx304549	7/17/18	FITGUARD INC	0000145824	Professional Services	135.00	0.00	135.00	<b>\$135.00</b>
xxx304550	7/17/18	FLATIRON WEST INC	OMVCLBZBRD G#07	Construction Services	10,000.00	0.00	10,000.00	<b>\$257,490.29</b>
			OMVCLBZBRD G#08	Construction Services	10,000.00	0.00	10,000.00	
			OMVCLBZBRD G#R	Construction Project Contract Retainage	237,490.29	0.00	237,490.29	
xxx304551	7/17/18	FOSTER BROS SECURITY SYSTEMS INC	300656	Bldg Maint Matls & Supplies	604.56	0.00	604.56	<b>\$604.56</b>
xxx304552	7/17/18	GARDENLAND POWER EQUIPMENT	582416	Parts, Vehicles & Motor Equip	197.47	0.00	197.47	<b>\$235.60</b>
			585958	Parts, Vehicles & Motor Equip	38.13	0.00	38.13	
xxx304553	7/17/18	GOLDEN GATE PETROLEUM	723629	Inventory Purchase	13,115.47	0.00	13,115.47	<b>\$13,115.47</b>
xxx304554	7/17/18	GOLDEN GATE TRUCK CENTER	F005854393:01	Parts, Vehicles & Motor Equip	30.40	0.00	30.40	<b>\$2,634.08</b>
			F005855434:01	Parts, Vehicles & Motor Equip	45.80	0.00	45.80	
			R005082395:01	Auto Maint & Repair - Labor	253.50	0.00	253.50	
			R005082395:01	Auto Maint & Repair - Materials	2,304.38	0.00	2,304.38	
xxx304555	7/17/18	GOLDFARB LIPMAN ATTORNEYS	127537	Legal Services	70.78	0.00	70.78	<b>\$1,516.28</b>
			127539	Legal Services	1,445.50	0.00	1,445.50	
xxx304556	7/17/18	GOODYEAR COMMERCIAL TIRE & SERVICE CTR	189-1098405	Parts, Vehicles & Motor Equip	689.82	0.00	689.82	<b>\$15,209.00</b>
			189-1098536	Auto Maint & Repair - Labor	184.24	0.00	184.24	

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			189-1098536	Auto Maint & Repair - Materials	1,166.89	0.00	1,166.89	
			189-1098547	Auto Maint & Repair - Labor	46.06	0.00	46.06	
			189-1098547	Auto Maint & Repair - Materials	14.31	0.00	14.31	
			189-1098548	Auto Maint & Repair - Labor	166.04	0.00	166.04	
			189-1098548	Auto Maint & Repair - Materials	28.63	0.00	28.63	
			189-1098561	Inventory Purchase	762.16	0.00	762.16	
			189-1098584	Parts, Vehicles & Motor Equip	303.25	0.00	303.25	
			189-1098668	Parts, Vehicles & Motor Equip	146.42	0.00	146.42	
			189-1098671	Auto Maint & Repair - Labor	184.24	0.00	184.24	
			189-1098671	Auto Maint & Repair - Materials	57.25	0.00	57.25	
			189-1098699	Parts, Vehicles & Motor Equip	146.75	0.00	146.75	
			189-1098716	Parts, Vehicles & Motor Equip	1,053.40	0.00	1,053.40	
			189-1098726	Parts, Vehicles & Motor Equip	88.96	0.00	88.96	
			189-1098733	Parts, Vehicles & Motor Equip	541.13	0.00	541.13	
			189-1098747	Auto Maint & Repair - Labor	191.42	0.00	191.42	
			189-1098747	Auto Maint & Repair - Materials	42.93	0.00	42.93	
			189-1098748	Auto Maint & Repair - Labor	111.52	0.00	111.52	
			189-1098749	Auto Maint & Repair - Labor	92.12	0.00	92.12	
			189-1098749	Auto Maint & Repair - Materials	28.63	0.00	28.63	
			189-1098756	Inventory Purchase	8,111.15	0.00	8,111.15	
			189-1098818	Inventory Purchase	1,051.68	0.00	1,051.68	
xxx304559	7/17/18	HI-TECH OPTICAL INC	755133	Benefits and Incentives - Prescription Safety Glasses	120.00	0.00	120.00	<b>\$830.00</b>
			755141	Benefits and Incentives - Prescription Safety Glasses	170.00	0.00	170.00	
			757432	Benefits and Incentives - Prescription Safety Glasses	170.00	0.00	170.00	
			757434	Benefits and Incentives - Prescription Safety Glasses	170.00	0.00	170.00	
			759167	Benefits and Incentives - Prescription Safety Glasses	200.00	0.00	200.00	
xxx304560	7/17/18	HULA HALAU'O P'I'LANI	06082018	Rec Instructors/Officials	517.50	0.00	517.50	<b>\$517.50</b>
xxx304561	7/17/18	ICAND PROMOTIONS						<b>\$301.59</b>

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			8524	Clothing, Uniforms & Access	301.59	0.00	301.59	
xxx304562	7/17/18	ICE CENTER OF CUPERTINO	ICEC6252018	Rec Instructors/Officials	1,752.00	0.00	1,752.00	<b>\$1,752.00</b>
xxx304563	7/17/18	INFOSEND INC	137296	Financial Services	150.00	0.00	150.00	<b>\$13,130.17</b>
			137715	Mailing & Delivery Services	1,054.89	0.00	1,054.89	
			137716	Postage	2,343.95	0.00	2,343.95	
			137939	Financial Services	1,221.69	0.00	1,221.69	
			138339	Mailing & Delivery Services	1,295.82	0.00	1,295.82	
			138340	Postage	3,094.90	0.00	3,094.90	
			138757	Mailing & Delivery Services	806.73	0.00	806.73	
			138758	Postage	1,932.80	0.00	1,932.80	
			139222	Financial Services	1,229.39	0.00	1,229.39	
xxx304565	7/17/18	INNOVATIVE INTERFACES INC	INV-INC18546	Software Licensing & Support	89,689.37	0.00	89,689.37	<b>\$89,689.37</b>
xxx304567	7/17/18	JOBTRAIN	YOUTHFY1812 R1	DED Services/Training - Training	2,000.00	0.00	2,000.00	<b>\$45,915.00</b>
			YOUTHFY1812 R1	Contracts/Service Agreements	35,393.00	0.00	35,393.00	
			YOUTHFY1813 R1	Contracts/Service Agreements	8,522.00	0.00	8,522.00	
xxx304568	7/17/18	JOHNSON ROBERTS & ASSOC INC	136289	General Supplies	90.00	0.00	90.00	<b>\$90.00</b>
xxx304569	7/17/18	JOINT VENTURE SILICON VALLEY	469EDASVI	Membership Fees	5,500.00	0.00	5,500.00	<b>\$5,500.00</b>
xxx304570	7/17/18	KMVT COMMUNITY TELEVISION	7247	Engineering Services	5,250.71	0.00	5,250.71	<b>\$5,250.71</b>
xxx304571	7/17/18	KATHERINE L WAKI	2018-3699	Legal Services	1,222.00	0.00	1,222.00	<b>\$1,222.00</b>
xxx304572	7/17/18	KELLY MOORE PAINT CO INC	820-355605	Bldg Maint Matls & Supplies	72.58	0.00	72.58	<b>\$150.09</b>
			820-357390	Bldg Maint Matls & Supplies	74.36	0.00	74.36	
			820-357391	Bldg Maint Matls & Supplies	3.15	0.00	3.15	
xxx304573	7/17/18	KELLY PAPER CO	9153894	General Supplies	404.01	0.00	404.01	<b>\$2,063.00</b>
			9212776	General Supplies	1,463.88	0.00	1,463.88	
			9215117	General Supplies	195.11	0.00	195.11	
xxx304574	7/17/18	KEYSER MARSTON ASSOC INC	0032276	Developer Passthroughs-Downtown Projects	27,207.50	0.00	27,207.50	<b>\$40,457.50</b>
			0032425	Developer Passthroughs-Downtown Projects	13,250.00	0.00	13,250.00	

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xxx304575	7/17/18	KRONOS INC	11332424	Computer Software	4,225.00	0.00	4,225.00	<b>\$5,650.00</b>
			11337798	Computer Software	1,425.00	0.00	1,425.00	
xxx304576	7/17/18	L N CURTIS & SONS INC	INV193310	Inventory Purchase	896.50	0.00	896.50	<b>\$5,134.42</b>
			INV195165	Hand Tools	40.33	0.00	40.33	
			INV195775	Supplies, Fire Protection	673.62	0.00	673.62	
			INV195960	Clothing, Uniforms & Access	1,063.84	0.00	1,063.84	
			INV195962	Clothing, Uniforms & Access	2,460.13	0.00	2,460.13	
xxx304577	7/17/18	L3 COMMUNICATIONS MOBILE VISION INC	0320887-IN	Comm Equip Maintain & Repair - Labor 1	140.27	0.00	140.27	<b>\$280.54</b>
			0320898-IN	Comm Equip Maintain & Repair - Labor 1	140.27	0.00	140.27	
xxx304578	7/17/18	LAWSON PRODUCTS INC	9305932348	Miscellaneous Equipment Parts & Supplies	232.91	0.00	232.91	<b>\$232.91</b>
xxx304579	7/17/18	LEIGHTON STONE CORP	1182783	Miscellaneous Equipment Parts & Supplies	435.51	0.00	435.51	<b>\$435.51</b>
xxx304580	7/17/18	LEONE & ALBERTS APC	32875	Legal Services	4,535.43	0.00	4,535.43	<b>\$4,535.43</b>
xxx304581	7/17/18	LEXISNEXIS RISK SOLUTIONS	1409790-180630	Financial Services	145.50	0.00	145.50	<b>\$145.50</b>
xxx304582	7/17/18	LIEBERT CASSIDY WHITMORE	1461766	Legal Services	4,394.00	0.00	4,394.00	<b>\$4,394.00</b>
xxx304583	7/17/18	MWA ARCHITECTS INC	201727.00-4R2	Engineering Services	17,137.00	0.00	17,137.00	<b>\$107,511.48</b>
			201727.00-5R2	Engineering Services	14,092.44	0.00	14,092.44	
			201727.00-6REV	Engineering Services	65,336.60	0.00	65,336.60	
			201727.00-7REV	Engineering Services	10,945.44	0.00	10,945.44	
xxx304584	7/17/18	MAHAN AND SONS INC	1588	Services Maintain Land Improv	2,078.67	0.00	2,078.67	<b>\$3,078.67</b>
			1600	Services Maintain Land Improv	1,000.00	0.00	1,000.00	
xxx304585	7/17/18	MALLORY SAFETY & SUPPLY LLC	4479799	Inventory Purchase	932.34	0.00	932.34	<b>\$1,221.65</b>
			4480341	Inventory Purchase	289.31	0.00	289.31	
xxx304586	7/17/18	MELROSE METAL PRODUCTS INC	15361	Miscellaneous Equipment Parts & Supplies	11,758.92	0.00	11,758.92	<b>\$11,758.92</b>
xxx304587	7/17/18	METROPOLITAN PLANNING GROUP	1000270	Professional Services	4,233.60	0.00	4,233.60	<b>\$12,532.34</b>
			1000345	Professional Services	6,017.50	0.00	6,017.50	
			1000389	Professional Services	2,281.24	0.00	2,281.24	
xxx304588	7/17/18	MICHAEL BAKER INTERNATIONAL	1017166	Professional Services	60.00	0.00	60.00	<b>\$60.00</b>
xxx304589	7/17/18	MIDWEST TAPE	96189731	Library Acquis, Audio/Visual	1,649.14	0.00	1,649.14	<b>\$4,648.38</b>
			96189733	Library Acquis, Audio/Visual	168.92	0.00	168.92	
			96196059	Library Acquis, Audio/Visual	-56.38	0.00	-56.38	
			96200155	Library Acquis, Audio/Visual	-38.14	0.00	-38.14	

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xxx304590	7/17/18	MISSION LINEN SERVICE	96210166	Library Acquis, Audio/Visual	446.66	0.00	446.66	
			96210592	Library Acquis, Audio/Visual	90.44	0.00	90.44	
			96234926	Library Periodicals/Databases	2,387.74	0.00	2,387.74	
			507518289	Laundry & Cleaning Services	57.39	0.00	57.39	<b>\$1,576.52</b>
			507518612	Laundry & Cleaning Services	58.30	0.00	58.30	
			507532975	Laundry & Cleaning Services	47.57	0.00	47.57	
			507532976	Laundry & Cleaning Services	80.54	0.00	80.54	
			507532979	Laundry & Cleaning Services	80.54	0.00	80.54	
			507532980	Laundry & Cleaning Services	64.96	0.00	64.96	
			507559837	Laundry & Cleaning Services	57.39	0.00	57.39	
			507594336	Laundry & Cleaning Services	70.30	0.00	70.30	
			507594426	Laundry & Cleaning Services	47.57	0.00	47.57	
			507594427	Laundry & Cleaning Services	80.54	0.00	80.54	
			507594430	Laundry & Cleaning Services	80.54	0.00	80.54	
			507594431	Laundry & Cleaning Services	64.96	0.00	64.96	
			507605040	Laundry & Cleaning Services	57.39	0.00	57.39	
			507616168	Laundry & Cleaning Services	59.18	0.00	59.18	
			507625252	Laundry & Cleaning Services	53.13	0.00	53.13	
			507625253	Laundry & Cleaning Services	80.54	0.00	80.54	
			507625256	Laundry & Cleaning Services	80.54	0.00	80.54	
			507625257	Laundry & Cleaning Services	64.96	0.00	64.96	
			507662073	Laundry & Cleaning Services	57.39	0.00	57.39	
			507670900	Laundry & Cleaning Services	59.18	0.00	59.18	
			507680987	Laundry & Cleaning Services	47.57	0.00	47.57	
			507680988	Laundry & Cleaning Services	80.54	0.00	80.54	
			507680991	Laundry & Cleaning Services	80.54	0.00	80.54	
			507680992	Laundry & Cleaning Services	64.96	0.00	64.96	
			707594431	Laundry & Cleaning Services	0.00	0.00	0.00	
xxx304592	7/17/18	MOBILE MODULAR MANAGEMENT CORP	R10531648	Budgeted Project Costs - Budgeted Project Cost	67,054.40	0.00	67,054.40	<b>\$67,054.40</b>
xxx304593	7/17/18	MOFFATT & NICHOL	734974	Consultants	25,192.49	0.00	25,192.49	<b>\$25,192.49</b>
xxx304594	7/17/18	MOTOROLA						<b>\$28,029.31</b>

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xxx304595	7/17/18	MOUNTAIN VIEW GARDEN CENTER	41252761	Communication Equipment	28,029.31	0.00	28,029.31	
			94610	Materials - Land Improve	133.25	0.00	133.25	<b>\$2,700.09</b>
			94651	Materials - Land Improve	133.25	0.00	133.25	
			94669	Materials - Land Improve	133.25	0.00	133.25	
			94684	Materials - Land Improve	305.20	0.00	305.20	
			94688	Materials - Land Improve	113.31	0.00	113.31	
			94748	Materials - Land Improve	113.31	0.00	113.31	
			94775	Materials - Land Improve	152.60	0.00	152.60	
			94778	Materials - Land Improve	161.32	0.00	161.32	
			94830	Materials - Land Improve	161.32	0.00	161.32	
			94845	Materials - Land Improve	152.60	0.00	152.60	
			94869	Materials - Land Improve	133.25	0.00	133.25	
			94893	Materials - Land Improve	161.32	0.00	161.32	
			94913	Materials - Land Improve	161.32	0.00	161.32	
			94923	Materials - Land Improve	161.32	0.00	161.32	
			94963	Materials - Land Improve	133.25	0.00	133.25	
			94987	Materials - Land Improve	161.32	0.00	161.32	
			95006	Materials - Land Improve	228.90	0.00	228.90	
xxx304597	7/17/18	MUNICIPAL PLAN CHECK SERVICES, INC.	1044	Consultants	9,600.00	0.00	9,600.00	<b>\$9,600.00</b>
xxx304598	7/17/18	NATIONAL ACADEMY OF ATHLETICS	NAAC6222018	Rec Instructors/Officials	2,675.40	0.00	2,675.40	<b>\$2,675.40</b>
xxx304599	7/17/18	NIXON EGLI EQUIPMENT CO INC	C24994	Parts, Vehicles & Motor Equip	814.39	0.00	814.39	<b>\$6,234.31</b>
			C25347	Parts, Vehicles & Motor Equip	5,419.92	0.00	5,419.92	
xxx304600	7/17/18	NORTH STATE ENVIRONMENTAL	050111	HazMat Disposal - Hazardous Waste Disposal	2,429.36	0.00	2,429.36	<b>\$2,429.36</b>
xxx304601	7/17/18	OMEGA ENGRAVING	450	General Supplies	194.00	0.00	194.00	<b>\$223.50</b>
			486	Customized Products	29.50	0.00	29.50	
xxx304602	7/17/18	OTIS ELEVATOR COMPANY	SJ16874001	Facilities Maintenance & Repair Labor	618.95	0.00	618.95	<b>\$618.95</b>
xxx304603	7/17/18	PRN ERGONOMIC SERVICES	18060066	Occupational Health and Safety Services - Other	425.00	0.00	425.00	<b>\$425.00</b>
xxx304604	7/17/18	PACIFIC ECO-RISK	14526	Water Lab Services	2,985.00	0.00	2,985.00	<b>\$2,985.00</b>
xxx304605	7/17/18	PAN PACIFIC SUPPLY CO INC	29599521	Misc Equip Maint & Repair - Labor	10,600.00	0.00	10,600.00	<b>\$19,865.00</b>
			29599521	Misc Equip Maint & Repair - Materials	9,265.00	0.00	9,265.00	

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xxx304606	7/17/18	PAPE MACHINERY	10975027	Parts, Vehicles & Motor Equip	72.63	0.00	72.63	<b>\$72.63</b>
xxx304607	7/17/18	PETERSON POWER SYSTEMS INC	SW240149655	Misc Equip Maint & Repair - Labor	3,880.00	0.00	3,880.00	<b>\$8,151.23</b>
			SW240149655	Misc Equip Maint & Repair - Materials	529.73	0.00	529.73	
			SW240149787	Equipment Maintenance & Repair Labor	1,049.00	0.00	1,049.00	
			SW240149823	Equipment Maintenance & Repair Labor	2,692.50	0.00	2,692.50	
xxx304608	7/17/18	PETERSON TRUCKS	133523P	Parts, Vehicles & Motor Equip	60.78	0.00	60.78	<b>\$168.18</b>
			446895P	Parts, Vehicles & Motor Equip	72.55	0.00	72.55	
			446957P	Parts, Vehicles & Motor Equip	34.85	0.00	34.85	
xxx304609	7/17/18	PINE CONE LUMBER CO INC	755805	Materials - Land Improve	54.45	0.00	54.45	<b>\$112.79</b>
			763733	Electrical Parts & Supplies	58.34	0.00	58.34	
xxx304610	7/17/18	PLANET FUTSAL	FK2018MJ	Rec Instructors/Officials	1,108.80	0.00	1,108.80	<b>\$1,108.80</b>
xxx304611	7/17/18	PRIORITY 1 PUBLIC SAFETY EQUIPMENT	6809	Auto Maint & Repair - Labor	100.00	0.00	100.00	<b>\$3,708.71</b>
			6809	Auto Maint & Repair - Materials	770.41	0.00	770.41	
			6810	Parts, Vehicles & Motor Equip	179.85	0.00	179.85	
			6823	Auto Maint & Repair - Labor	520.00	0.00	520.00	
			6844	Vehicles & Motorized Equip	2,138.45	0.00	2,138.45	
xxx304612	7/17/18	R J GORDON CONSTRUCTION INC	LNDFLLEROSN #01	Construction Services	211,089.52	0.00	211,089.52	<b>\$211,089.52</b>
xxx304613	7/17/18	RAFT RESOURCE AREA FOR TEACHERS	2018-7-3600	Membership Fees	60.00	0.00	60.00	<b>\$60.00</b>
xxx304614	7/17/18	RDO EQUIPMENT CO	P76984	Parts, Vehicles & Motor Equip	416.29	0.00	416.29	<b>\$458.89</b>
			P76985	Parts, Vehicles & Motor Equip	42.60	0.00	42.60	
xxx304615	7/17/18	RFSIGNALMAN	938	Contracts/Service Agreements	1,625.00	0.00	1,625.00	<b>\$1,625.00</b>
xxx304616	7/17/18	RACY MING ASSOC LLC	MAY2018	Contracts/Service Agreements	3,300.00	0.00	3,300.00	<b>\$3,300.00</b>
xxx304617	7/17/18	RANGE SERVANT AMERICA INC	88663	Misc Equip Maint & Repair - Materials	165.15	0.00	165.15	<b>\$165.15</b>
xxx304618	7/17/18	RANKIN STOCK HEABERLIN	35397	Legal Services	821.00	0.00	821.00	<b>\$821.00</b>
xxx304619	7/17/18	RASH CURTIS & ASSOC	519200000051	Financial Services	37.69	0.00	37.69	<b>\$397.48</b>
			519200000026	Financial Services	216.72	0.00	216.72	
			519200000029	Financial Services	143.07	0.00	143.07	
xxx304620	7/17/18	REED & GRAHAM INC	920885	Materials - Land Improve	4,529.03	0.00	4,529.03	<b>\$15,734.19</b>
			921019	Materials - Land Improve	3,013.11	0.00	3,013.11	
			921136	Materials - Land Improve	3,703.24	0.00	3,703.24	

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			92141	Materials - Land Improve	4,488.81	0.00	4,488.81	
xxx304621	7/17/18	ROYAL BRASS INC	866119-001	Parts, Vehicles & Motor Equip	27.85	0.00	27.85	<b>\$251.04</b>
			866388-001	Parts, Vehicles & Motor Equip	67.75	0.00	67.75	
			866796-001	Parts, Vehicles & Motor Equip	6.21	0.00	6.21	
			866904-001	Parts, Vehicles & Motor Equip	149.23	0.00	149.23	
xxx304622	7/17/18	SAN FRANCISCO BAY BIRD OBSERVATORY	1236	Water Lab Services	1,687.61	0.00	1,687.61	<b>\$1,687.61</b>
xxx304623	7/17/18	SAN JOSE BMW	4293022	Parts, Vehicles & Motor Equip	739.82	0.00	739.82	<b>\$827.85</b>
			4293068	Parts, Vehicles & Motor Equip	152.49	0.00	152.49	
			4293070	Parts, Vehicles & Motor Equip	-64.46	0.00	-64.46	
xxx304624	7/17/18	SANTA CLARA VALLEY WATER DISTRICT	GM101001	Taxes & Licenses - Misc	8,424.75	0.00	8,424.75	<b>\$8,424.75</b>
xxx304625	7/17/18	SAVIANO CO INC	TNSBSKTBL17#04	Construction Services	40,850.00	0.00	40,850.00	<b>\$40,850.00</b>
xxx304626	7/17/18	SILICON VALLEY LEADERSHIP	FY17/18 QTR4	Outside Group Funding	1,333.32	0.00	1,333.32	<b>\$1,333.32</b>
xxx304627	7/17/18	SILICON VALLEY SECURITY & PATROL INC	2037101	Professional Services	375.00	0.00	375.00	<b>\$980.00</b>
			2037264	Miscellaneous Services	605.00	0.00	605.00	
xxx304628	7/17/18	SMART & FINAL INC	027415-062818	Food Products	126.93	0.00	126.93	<b>\$351.67</b>
			040434-071318	Food Products	28.96	0.00	28.96	
			040434-071318	General Supplies	9.79	0.00	9.79	
			052057-060818	Food Products	70.16	0.00	70.16	
			059292-062518	Food Products	87.60	0.00	87.60	
			084954-061518	Food Products	28.23	0.00	28.23	
xxx304629	7/17/18	SPORTZANIA INC DBA SKYHAWKS SPORTS	SKY2018MJ	Rec Instructors/Officials	13,400.10	0.00	13,400.10	<b>\$13,400.10</b>
xxx304630	7/17/18	STATCOMM INC	129186	Facilities Maintenance & Repair Labor	375.00	0.00	375.00	<b>\$4,208.00</b>
			129734	Facilities Maintenance & Repair Labor	3,833.00	0.00	3,833.00	
xxx304631	7/17/18	STIFEL NICOLAUS & CO INC	052918-0023	Financial Services	2,190.98	0.00	2,190.98	<b>\$2,190.98</b>
xxx304632	7/17/18	SUNNYVALE FORD	124057	Parts, Vehicles & Motor Equip	312.56	0.00	312.56	<b>\$5,734.14</b>
			124211	Parts, Vehicles & Motor Equip	320.09	0.00	320.09	
			124355	Parts, Vehicles & Motor Equip	46.15	0.00	46.15	
			124453	Parts, Vehicles & Motor Equip	25.05	0.00	25.05	
			124453-1	Parts, Vehicles & Motor Equip	89.06	0.00	89.06	



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			124478	Parts, Vehicles & Motor Equip	12.44	0.00	12.44	
			124502	Parts, Vehicles & Motor Equip	16.19	0.00	16.19	
			124678	Parts, Vehicles & Motor Equip	394.68	0.00	394.68	
			124735	Parts, Vehicles & Motor Equip	150.26	0.00	150.26	
			124745	Parts, Vehicles & Motor Equip	56.05	0.00	56.05	
			124747	Parts, Vehicles & Motor Equip	23.71	0.00	23.71	
			125059	Parts, Vehicles & Motor Equip	10.28	0.00	10.28	
			125068	Parts, Vehicles & Motor Equip	350.00	0.00	350.00	
			125076	Parts, Vehicles & Motor Equip	859.70	0.00	859.70	
			125184	Parts, Vehicles & Motor Equip	20.74	0.00	20.74	
			125196	Parts, Vehicles & Motor Equip	486.53	0.00	486.53	
			125496	Parts, Vehicles & Motor Equip	11.42	0.00	11.42	
			125593	Parts, Vehicles & Motor Equip	463.45	0.00	463.45	
			125811	Parts, Vehicles & Motor Equip	56.05	0.00	56.05	
			125835	Parts, Vehicles & Motor Equip	2.66	0.00	2.66	
			126055	Parts, Vehicles & Motor Equip	80.37	0.00	80.37	
			126107	Parts, Vehicles & Motor Equip	435.08	0.00	435.08	
			126159	Parts, Vehicles & Motor Equip	32.99	0.00	32.99	
			126176	Parts, Vehicles & Motor Equip	78.21	0.00	78.21	
			126246	Parts, Vehicles & Motor Equip	266.91	0.00	266.91	
			126291	Parts, Vehicles & Motor Equip	52.56	0.00	52.56	
			126450	Inventory Purchase	413.35	0.00	413.35	
			CM124735	Parts, Vehicles & Motor Equip	-9.09	0.00	-9.09	
			CM125076	Parts, Vehicles & Motor Equip	-81.75	0.00	-81.75	
			FOCS777122	Auto Maint & Repair - Labor	329.95	0.00	329.95	
			FOCS777851	Auto Maint & Repair - Labor	264.00	0.00	264.00	
			FOCS777851	Auto Maint & Repair - Materials	24.54	0.00	24.54	
			FOCS778091	Auto Maint & Repair - Labor	139.95	0.00	139.95	
xxx304635	7/17/18	SUPERIOR PRESS	3776979	Printing & Related Services	136.92	0.00	136.92	<b>\$136.92</b>
xxx304636	7/17/18	SYNAGRO-WWT INC	03-103514	Miscellaneous Services	301,283.23	0.00	301,283.23	<b>\$301,283.23</b>
xxx304637	7/17/18	TAYLORMADE GOLF CO	33281765	Inventory Purchase	395.05	0.00	395.05	<b>\$2,653.86</b>

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			33286292	Inventory Purchase	1,842.00	0.00	1,842.00	
			33286301	Inventory Purchase	416.81	0.00	416.81	
xxx304638	7/17/18	TIGER MARTIAL ARTS ACADEMY INC	TMA2018MJ	Rec Instructors/Officials	806.40	0.00	806.40	<b>\$889.00</b>
			TMAC2018	Rec Instructors/Officials	82.60	0.00	82.60	
xxx304639	7/17/18	TURF & INDUSTRIAL EQUIPMENT CO	UI17908	Misc Equip Maint & Repair - Materials	967.26	0.00	967.26	<b>\$967.26</b>
xxx304640	7/17/18	TURF STAR INC	7018578-00	Parts, Vehicles & Motor Equip	71.41	0.00	71.41	<b>\$71.41</b>
xxx304641	7/17/18	UNITED SITE SERVICES INC	114-6867561	Equipment Rental/Lease	137.74	0.00	137.74	<b>\$137.74</b>
xxx304642	7/17/18	UNIVERSITY OF CALIFORNIA SANTA CRUZ	57661	DED Services/Training - Training	215.50	0.00	215.50	<b>\$2,899.50</b>
			57896	DED Services/Training - Training	340.00	0.00	340.00	
			57905	DED Services/Training - Training	360.00	0.00	360.00	
			57917	DED Services/Training - Training	367.00	0.00	367.00	
			57920	DED Services/Training - Training	411.00	0.00	411.00	
			57927	DED Services/Training - Training	394.00	0.00	394.00	
			57933	DED Services/Training - Training	394.00	0.00	394.00	
			57959	DED Services/Training - Training	418.00	0.00	418.00	
xxx304643	7/17/18	VALUE LINE PUBLISHING LLC	KF-745957-187	Library Periodicals/Databases	6,700.00	0.00	6,700.00	<b>\$6,700.00</b>
xxx304644	7/17/18	WATSON-MARLOW INC	SI069194	Water/Wastewater Treat Equip	9,769.60	0.00	9,769.60	<b>\$9,769.60</b>
xxx304645	7/17/18	WEST COAST ARBORISTS INC	136572	Services Maintain Land Improv	5,289.00	0.00	5,289.00	<b>\$5,934.00</b>
			136906	Services Maintain Land Improv	645.00	0.00	645.00	
xxx304646	7/17/18	WEST LITE SUPPLY CO INC	69789H-1	Electrical Parts & Supplies	784.80	0.00	784.80	<b>\$1,471.16</b>
			69999H-1	Electrical Parts & Supplies	686.36	0.00	686.36	
xxx304647	7/17/18	WEST VALLEY STAFFING GROUP	231177	Professional Services	2,236.39	0.00	2,236.39	<b>\$6,019.25</b>
			232056	Professional Services	3,782.86	0.00	3,782.86	
xxx304648	7/17/18	YORKE ENGINEERING LLC	16199	Professional Services	1,519.00	0.00	1,519.00	<b>\$1,519.00</b>
xxx304649	7/17/18	SANTA CLARA COUNTY CLERK-RECORDER	UW-17-02	Permit Fees	50.00	0.00	50.00	<b>\$50.00</b>
xxx304650	7/17/18	STATE WATER RESOURCES CONTROL BOARD	BERDEEN G2CERT	Membership Fees	60.00	0.00	60.00	<b>\$350.00</b>
			LIWANAG G2CERT	Membership Fees	60.00	0.00	60.00	
			LIWANAG G3EXAM	Membership Fees	230.00	0.00	230.00	

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xxx304651	7/17/18	ALL WORLD GAYATRI PARIWAR	363503	Facilities Rent - CMS - Classrooms, Multipurpose, Library	405.00	0.00	405.00	<b>\$851.25</b>
			363503	Facilities Rent - CNC Gymnasium and Conference Rooms	360.00	0.00	360.00	
			363503	Facilities Rent - CMS Campus Facility Attendant Revenue	86.25	0.00	86.25	
xxx304652	7/17/18	BASKETON LLC	CR501080	Facilities Rent - CNC Gym and Conference Room Facility Att	50.00	0.00	50.00	<b>\$50.00</b>
xxx304653	7/17/18	BASKETON LLC	CR501080	Facilities Rent - CNC Gymnasium and Conference Rooms	220.00	0.00	220.00	<b>\$220.00</b>
xxx304654	7/17/18	DAVID A ROSEN	169443-26592	Refund Utility Account Credit	246.66	0.00	246.66	<b>\$246.66</b>
xxx304655	7/17/18	EDUARDO VARGAS DRYWALL	073457	Business License Tax	120.20	0.00	120.20	<b>\$120.20</b>
xxx304656	7/17/18	FORTH OF JULY ANTIQUES	067759	Business License Tax	38.26	0.00	38.26	<b>\$38.26</b>
xxx304657	7/17/18	GEYSERLITE	057438	Business License Tax	39.26	0.00	39.26	<b>\$39.26</b>
xxx304658	7/17/18	JANICE DUNCAN & GH JACOBS	31303-19466	Refund Utility Account Credit	56.47	0.00	56.47	<b>\$56.47</b>
xxx304659	7/17/18	MARIBEL AVELINO	393763	Refund Recreation Fees	350.00	0.00	350.00	<b>\$350.00</b>
xxx304660	7/17/18	OSTIAL CORP	174667-58344	Refund Utility Account Credit	141.06	0.00	141.06	<b>\$141.06</b>
xxx304661	7/17/18	REPUBLIC SERVICES NATIONAL	176975-19670	Refund Utility Account Credit	572.86	0.00	572.86	<b>\$572.86</b>
xxx304662	7/17/18	SALLY GUTIERREZ	393594	Refund Recreation Fees	30.00	0.00	30.00	<b>\$30.00</b>
xxx304663	7/17/18	STEPHANY HASKINS	393882	Refund Recreation Fees	20.00	0.00	20.00	<b>\$20.00</b>
xxx304664	7/17/18	VIDYALATHA JEERAGE	392364	Refund Recreation Fees	350.00	0.00	350.00	<b>\$350.00</b>
xxx304665	7/19/18	AIRGAS USA LLC	9077381856	General Supplies	516.40	0.00	516.40	<b>\$1,444.28</b>
			9077580885	General Supplies	141.70	0.00	141.70	
			9077693589	General Supplies	578.62	0.00	578.62	
			9954727316	General Supplies	207.56	0.00	207.56	
xxx304666	7/19/18	ALBERT S AYERS JR	042818-01	Rec Instructors/Officials	401.50	0.00	401.50	<b>\$985.50</b>
			062818-01	Rec Instructors/Officials	584.00	0.00	584.00	
xxx304667	7/19/18	ALMADEN PRESS	133500	Printing & Related Services	3,330.00	0.00	3,330.00	<b>\$4,409.10</b>
			133506	Printing & Related Services	1,079.10	0.00	1,079.10	
xxx304668	7/19/18	ALPINE AWARDS INC	5528227	Customized Products	157.70	0.00	157.70	<b>\$241.44</b>
			5528380	Customized Products	83.74	0.00	83.74	
xxx304669	7/19/18	APTIM ENVIRONMENTAL & INFRASTRUCTURE INC	393993	Consultants	6,299.56	0.00	6,299.56	<b>\$6,299.56</b>
xxx304670	7/19/18	ARNE SIGN & DECAL CO INC						<b>\$499.83</b>

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			18-11097	Miscellaneous Equipment Parts & Supplies	499.83	0.00	499.83	
xxx304671	7/19/18	AUTOSCRIBE CORP	174912	Financial Services	1,650.30	0.00	1,650.30	<b>\$1,650.30</b>
xxx304673	7/19/18	B & A FRICTION MATERIALS INC	582852	Parts, Vehicles & Motor Equip	-9.36	0.00	-9.36	<b>\$779.97</b>
			587665	Parts, Vehicles & Motor Equip	24.63	0.00	24.63	
			587746	Parts, Vehicles & Motor Equip	-655.50	0.00	-655.50	
			587776	Parts, Vehicles & Motor Equip	106.36	0.00	106.36	
			588089	Parts, Vehicles & Motor Equip	31.57	0.00	31.57	
			589073	Parts, Vehicles & Motor Equip	158.45	0.00	158.45	
			591109	Parts, Vehicles & Motor Equip	48.24	0.00	48.24	
			591401	Parts, Vehicles & Motor Equip	32.00	0.00	32.00	
			592056	Parts, Vehicles & Motor Equip	9.40	0.00	9.40	
			592809	Parts, Vehicles & Motor Equip	6.07	0.00	6.07	
			592848	Inventory Purchase	47.63	0.00	47.63	
			592958	Parts, Vehicles & Motor Equip	843.90	0.00	843.90	
			593952	Parts, Vehicles & Motor Equip	87.36	0.00	87.36	
			594307	Parts, Vehicles & Motor Equip	49.22	0.00	49.22	
xxx304675	7/19/18	BSK ASSOCIATES	A816567	Water Lab Services	510.00	0.00	510.00	<b>\$510.00</b>
xxx304676	7/19/18	BAKER & TAYLOR	4012260491	Library Acquisitions, Books	30.56	0.00	30.56	<b>\$31.83</b>
			4012260491	Library Materials Preprocessing	1.27	0.00	1.27	
xxx304677	7/19/18	BANNER EXPRESS	18757868-A	General Supplies	10,062.00	0.00	10,062.00	<b>\$10,062.00</b>
xxx304678	7/19/18	BAY AREA NEWS GROUP DIGITAL FIRST MEDIA	0006149671	Advertising Services	198.00	0.00	198.00	<b>\$246.00</b>
			0006162418	Advertising Services	48.00	0.00	48.00	
xxx304679	7/19/18	BAY-VALLEY PEST CONTROL INC	0241107	Facilities Maintenance & Repair Labor	42.00	0.00	42.00	<b>\$2,207.00</b>
			0241568	Facilities Maintenance & Repair Labor	43.00	0.00	43.00	
			0241569	Facilities Maintenance & Repair Labor	43.00	0.00	43.00	
			0241570	Facilities Maintenance & Repair Labor	43.00	0.00	43.00	
			0241571	Facilities Maintenance & Repair Labor	88.00	0.00	88.00	
			0241572	Facilities Maintenance & Repair Labor	43.00	0.00	43.00	
			0241573	Facilities Maintenance & Repair Labor	43.00	0.00	43.00	
			0241574	Facilities Maintenance & Repair Labor	59.00	0.00	59.00	
			0241575	Facilities Maintenance & Repair Labor	59.00	0.00	59.00	

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			0241576	Facilities Maintenance & Repair Labor	59.00	0.00	59.00	
			0241577	Facilities Maintenance & Repair Labor	59.00	0.00	59.00	
			0241578	Facilities Maintenance & Repair Labor	72.00	0.00	72.00	
			0241579	Facilities Maintenance & Repair Labor	64.00	0.00	64.00	
			0241581	Facilities Maintenance & Repair Labor	32.00	0.00	32.00	
			0241582	Facilities Maintenance & Repair Labor	56.00	0.00	56.00	
			0241584	Facilities Maintenance & Repair Labor	42.00	0.00	42.00	
			0241585	Facilities Maintenance & Repair Labor	120.00	0.00	120.00	
			0241586	Facilities Maintenance & Repair Labor	42.00	0.00	42.00	
			0241587	Facilities Maintenance & Repair Labor	120.00	0.00	120.00	
			0241588	Facilities Maintenance & Repair Labor	42.00	0.00	42.00	
			0241589	Facilities Maintenance & Repair Labor	120.00	0.00	120.00	
			0241590	Facilities Maintenance & Repair Labor	42.00	0.00	42.00	
			0241591	Facilities Maintenance & Repair Labor	120.00	0.00	120.00	
			0241592	Facilities Maintenance & Repair Labor	42.00	0.00	42.00	
			0241593	Facilities Maintenance & Repair Labor	120.00	0.00	120.00	
			0241594	Facilities Maintenance & Repair Labor	42.00	0.00	42.00	
			0241595	Facilities Maintenance & Repair Labor	120.00	0.00	120.00	
			02416580	Facilities Maintenance & Repair Labor	64.00	0.00	64.00	
			0241613	Services Maintain Land Improv	120.00	0.00	120.00	
			0241617	Services Maintain Land Improv	58.00	0.00	58.00	
			0241622	Services Maintain Land Improv	120.00	0.00	120.00	
			0241623	Services Maintain Land Improv	68.00	0.00	68.00	
xxx304682	7/19/18	BIGGS CARDOSA ASSOC INC	74333	Engineering Services	751.63	0.00	751.63	<b>\$751.63</b>
xxx304683	7/19/18	BLACK DIAMOND PAVING INC	18210-JC	Services Maintain Land Improv	4,844.00	0.00	4,844.00	<b>\$4,844.00</b>
xxx304684	7/19/18	BUCKLES-SMITH ELECTRIC CO	3092664-00	Bldg Maint Matls & Supplies	1,486.80	0.00	1,486.80	<b>\$2,326.44</b>
			3095724-00	Bldg Maint Matls & Supplies	839.64	0.00	839.64	
xxx304685	7/19/18	CALIFORNIA SPORTS CENTER	CSC0518	Rec Instructors/Officials	55,420.14	0.00	55,420.14	<b>\$55,420.14</b>
xxx304686	7/19/18	CALTEST ANALYTICAL LABORATORY	587018	Water Lab Services	115.66	0.00	115.66	<b>\$173.49</b>
			587021	Water Lab Services	57.83	0.00	57.83	
xxx304687	7/19/18	CENTURY GRAPHICS	49043	Clothing, Uniforms & Access	427.23	0.00	427.23	<b>\$427.23</b>

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xxx304688	7/19/18	CORIX WATER PRODUCTS US INC	17813017666	Water Backflow Valves	1,589.07	0.00	1,589.07	<b>\$7,748.36</b>
			17813017668	Water Meters	4,180.61	0.00	4,180.61	
			17813017785	Water Meters	595.98	0.00	595.98	
			17813018043	Water Meters	397.73	0.00	397.73	
			17813018062	Water Meters	482.94	0.00	482.94	
			17813018404	Water Meters	102.43	0.00	102.43	
			17813018813	Water Meters	399.60	0.00	399.60	
xxx304689	7/19/18	CRITCHFIELD MECHANICAL INC	1677	Facilities Maint & Repair - Labor	1,470.00	0.00	1,470.00	<b>\$1,847.00</b>
			1677	Facilities Maint & Repair - Materials	377.00	0.00	377.00	
xxx304690	7/19/18	CROP PRODUCTION SERVICES INC	36175598	Services Maintain Land Improv	1,242.60	0.00	1,242.60	<b>\$1,242.60</b>
xxx304691	7/19/18	DTN ENGINEERS INC	359TO3.02R-A	Engineering Services	5,529.69	0.00	5,529.69	<b>\$5,529.69</b>
xxx304692	7/19/18	DANCE FORCE LLC	1136	Rec Instructors/Officials	6,514.20	0.00	6,514.20	<b>\$6,514.20</b>
xxx304693	7/19/18	DELL MARKETING LP	10254382137	Hardware Maintenance	58.99	0.00	58.99	<b>\$58.99</b>
xxx304694	7/19/18	DEPARTMENT OF JUSTICE	310512	Software As a Service	1,876.98	0.00	1,876.98	<b>\$1,876.98</b>
xxx304695	7/19/18	DOWNEY BRAND LLP	526169	Legal Services	935.00	0.00	935.00	<b>\$935.00</b>
xxx304696	7/19/18	EP 21	0056954-IN	General Supplies	135.62	0.00	135.62	<b>\$135.62</b>
xxx304697	7/19/18	FARMLOAD DISTRIBUTORS INC	1180531408	Services Maintain Land Improv	904.80	0.00	904.80	<b>\$904.80</b>
xxx304698	7/19/18	FISHER SCIENTIFIC CO LLC	0892622	General Supplies	430.31	0.00	430.31	<b>\$2,733.56</b>
			1858158	General Supplies	562.88	0.00	562.88	
			1993928	General Supplies	1,740.37	0.00	1,740.37	
xxx304699	7/19/18	FOSTER BROS SECURITY SYSTEMS INC	300792	Bldg Maint Matls & Supplies	680.16	0.00	680.16	<b>\$680.16</b>
xxx304700	7/19/18	FRANK A OLSEN CO INC	240559	Miscellaneous Equipment Parts & Supplies	1,459.79	0.00	1,459.79	<b>\$3,865.06</b>
			240579	Miscellaneous Equipment Parts & Supplies	2,405.27	0.00	2,405.27	
xxx304701	7/19/18	GARDENLAND POWER EQUIPMENT	584325	Misc Equip Maint & Repair - Materials	416.03	0.00	416.03	<b>\$719.32</b>
			586844	Misc Equip Maint & Repair - Labor	54.20	0.00	54.20	
			586844	Misc Equip Maint & Repair - Materials	21.95	0.00	21.95	
			586845	Misc Equip Maint & Repair - Labor	83.35	0.00	83.35	
			586845	Misc Equip Maint & Repair - Materials	73.79	0.00	73.79	
			586848	Misc Equip Maint & Repair - Labor	70.00	0.00	70.00	
xxx304702	7/19/18	GRANICUS INC	98357	Software As a Service	13,776.00	0.00	13,776.00	<b>\$13,776.00</b>
xxx304703	7/19/18	GRANITEROCK CO	1111982	Materials - Land Improve	13,484.58	0.00	13,484.58	<b>\$25,333.05</b>

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			1113408-A	Materials - Land Improve	9,850.48	0.00	9,850.48	
			1113408-B	Materials - Land Improve	1,997.99	0.00	1,997.99	
xxx304704	7/19/18	HACH CO INC	11014385	General Supplies	434.69	0.00	434.69	<b>\$434.69</b>
xxx304705	7/19/18	HUMANE SOCIETY SILICON VALLEY	125414	Contracts/Service Agreements	47,538.68	0.00	47,538.68	<b>\$47,538.68</b>
xxx304706	7/19/18	IDEXX DISTRIBUTION GROUP	3032724410	General Supplies	320.10	0.00	320.10	<b>\$320.10</b>
xxx304707	7/19/18	ICE CENTER OF CUPERTINO	ICE2018MJ	Rec Instructors/Officials	1,440.00	0.00	1,440.00	<b>\$1,440.00</b>
xxx304708	7/19/18	IMAGEX	214717	Printing & Related Services	756.13	0.00	756.13	<b>\$1,298.15</b>
			214753	Printing & Related Services	109.00	0.00	109.00	
			214791	Printing & Related Services	433.02	0.00	433.02	
xxx304709	7/19/18	IMPERIAL MAINTENANCE SERVICES INC	1	Professional Services	59,794.00	0.00	59,794.00	<b>\$59,794.00</b>
xxx304710	7/19/18	IMPERIAL SPRINKLER SUPPLY	3198162-00	Materials - Land Improve	670.35	0.00	670.35	<b>\$5,532.20</b>
			3293135-01	Materials - Land Improve	1,144.33	0.00	1,144.33	
			3354669-00	Materials - Land Improve	107.25	0.00	107.25	
			3355552-00	Bldg Maint Matls & Supplies	268.59	0.00	268.59	
			3370794-00	Materials - Land Improve	230.37	0.00	230.37	
			3370794-01	Materials - Land Improve	870.91	0.00	870.91	
			3374984-00	Materials - Land Improve	1,114.02	0.00	1,114.02	
			3382967-00	Materials - Land Improve	936.75	0.00	936.75	
			3382967-01	Materials - Land Improve	68.06	0.00	68.06	
			3383815-00	Hand Tools	121.57	0.00	121.57	
xxx304711	7/19/18	INSIGHT GLOBAL LLC	1049744351	Professional Services	3,410.00	0.00	3,410.00	<b>\$3,410.00</b>
xxx304712	7/19/18	INSIGHT PUBLIC SECTOR INC	1100595708	Software Licensing & Support	-1,065.00	0.00	-1,065.00	<b>\$1,372.47</b>
			1100604540	Computer Hardware	2,327.91	0.00	2,327.91	
			1100606739	Computer Hardware	109.56	0.00	109.56	
xxx304713	7/19/18	JAMS INC	107565	General Supplies	3,662.40	0.00	3,662.40	<b>\$3,662.40</b>
xxx304714	7/19/18	KME FIRE APPARATUS	CA544625	Parts, Vehicles & Motor Equip	6,604.37	0.00	6,604.37	<b>\$7,481.02</b>
			CA544697	Parts, Vehicles & Motor Equip	369.79	0.00	369.79	
			CA544917	Parts, Vehicles & Motor Equip	211.61	0.00	211.61	
			CA545002	Parts, Vehicles & Motor Equip	295.25	0.00	295.25	
xxx304715	7/19/18	KELLY PAPER CO	9243053	General Supplies	491.59	0.00	491.59	<b>\$1,504.14</b>
			9245143	General Supplies	1,012.55	0.00	1,012.55	

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xxx304716	7/19/18	KENNEDY JENKS CONSULTANTS	123066	HazMat Disposal - Hazardous Waste Disposal	1,959.10	0.00	1,959.10	<b>\$1,959.10</b>
xxx304717	7/19/18	LCPTRACKER INC	IR-08042	Software Licensing & Support	22,750.00	0.00	22,750.00	<b>\$22,750.00</b>
xxx304718	7/19/18	LOCAL AGENCY FORMATION COMMISSION	2018-19FUNDING	Membership Fees	22,039.80	0.00	22,039.80	<b>\$22,039.80</b>
xxx304719	7/19/18	LOZANO SUNNYVALE CAR WASH	049	Auto Maint & Repair - Labor	1,785.00	0.00	1,785.00	<b>\$1,785.00</b>
xxx304720	7/19/18	MM COMMUNICATIONS	INV-0155	Miscellaneous Services	600.00	0.00	600.00	<b>\$3,850.00</b>
			INV-0158	Miscellaneous Services	800.00	0.00	800.00	
			INV-0159	Supplies, Safety	877.50	0.00	877.50	
			INV-0159	General Supplies	118.12	0.00	118.12	
			INV-0159	Supplies, Office 1	354.38	0.00	354.38	
			INV-0161	Miscellaneous Services	850.00	0.00	850.00	
			INV-0166	Miscellaneous Services	250.00	0.00	250.00	
xxx304721	7/19/18	MWA ARCHITECTS INC	201727.00-8	Engineering Services	13,601.05	0.00	13,601.05	<b>\$33,930.13</b>
			201727.00-9	Engineering Services	20,329.08	0.00	20,329.08	
xxx304722	7/19/18	MARK THOMAS & CO INC	30489	Consultants	2,948.25	0.00	2,948.25	<b>\$13,636.25</b>
			30728	Consultants	10,688.00	0.00	10,688.00	
xxx304723	7/19/18	MCMASTER CARR SUPPLY CO	66786128	Miscellaneous Equipment Parts & Supplies	31.78	0.00	31.78	<b>\$31.78</b>
xxx304724	7/19/18	METRO MOBILE COMMUNICATIONS	42552	Clothing, Uniforms & Access	700.61	0.00	700.61	<b>\$700.61</b>
xxx304725	7/19/18	MIDWEST TAPE	96237044	Library Materials Preprocessing	79.75	0.00	79.75	<b>\$79.75</b>
xxx304726	7/19/18	MOTOROLA	16000185	Communication Equipment	1,825.97	0.00	1,825.97	<b>\$1,825.97</b>
xxx304727	7/19/18	MOTOROLA SOLUTIONS INC	8230135279	Comm Equip Maintain & Repair - Labor 1	11,015.34	0.00	11,015.34	<b>\$31,309.92</b>
			8230141205	Comm Equip Maintain & Repair - Labor 1	11,015.34	0.00	11,015.34	
			8230146210	Comm Equip Maintain & Repair - Labor 1	9,279.24	0.00	9,279.24	
xxx304728	7/19/18	MOTT MACDONALD LLC	304781-49	Engineering Services	4,606.60	0.00	4,606.60	<b>\$4,606.60</b>
xxx304729	7/19/18	NORTHWEST YMCA	NWYMCA618-7	Excursions	1,348.00	0.00	1,348.00	<b>\$6,348.00</b>
			27					
			NWYMCA618-7	Miscellaneous Services	5,000.00	0.00	5,000.00	
			27					
xxx304730	7/19/18	OCCUPATIONAL TRAINING INSTITUTE	WIA-1410	DED Services/Training - Training	833.43	0.00	833.43	<b>\$833.43</b>
xxx304731	7/19/18	OMEGA ENGRAVING	398	General Supplies	16.00	0.00	16.00	<b>\$34.50</b>
			487	Supplies, Office 1	18.50	0.00	18.50	



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xxx304732	7/19/18	PAYFLEX SYSTEMS USA INC	130534-1161476	Professional Services	231.00	0.00	231.00	<b>\$311.00</b>
			130536-1161478	Professional Services	80.00	0.00	80.00	
xxx304733	7/19/18	PG&E	N#114222582	Contracts/Service Agreements	3,120.37	0.00	3,120.37	<b>\$3,120.37</b>
xxx304734	7/19/18	PANKEYS RADIATOR SHOP INC	240428	Auto Maint & Repair - Labor	275.00	0.00	275.00	<b>\$1,636.95</b>
			240428	Auto Maint & Repair - Materials	1,086.95	0.00	1,086.95	
			240665	Auto Maint & Repair - Labor	275.00	0.00	275.00	
xxx304735	7/19/18	PATSONS MEDIA GROUP	207031	Printing & Related Services	1,405.90	0.00	1,405.90	<b>\$4,558.87</b>
			207032	Printing & Related Services	1,405.90	0.00	1,405.90	
			207033	Printing & Related Services	1,405.90	0.00	1,405.90	
			207034	Printing & Related Services	184.21	0.00	184.21	
			207035	Printing & Related Services	156.96	0.00	156.96	
xxx304736	7/19/18	PLANET GRANITE BELMONT LLC	PGC6112018	Rec Instructors/Officials	2,100.00	0.00	2,100.00	<b>\$4,200.00</b>
			PGC6252018	Rec Instructors/Officials	2,100.00	0.00	2,100.00	
xxx304737	7/19/18	POLYDYNE INC	1258043	Chemicals	29,788.20	0.00	29,788.20	<b>\$29,788.20</b>
xxx304738	7/19/18	PREFERRED BENEFIT INSURANCE ADMIN INC	EIA24897	Insurances - Dental	54,460.20	0.00	54,460.20	<b>\$65,993.20</b>
			EIA24897	Insurances - Vision	11,533.00	0.00	11,533.00	
xxx304739	7/19/18	R & R PRODUCTS INC	CD2247158	Hand Tools	589.90	0.00	589.90	<b>\$589.90</b>
xxx304740	7/19/18	RDO EQUIPMENT CO	P76588	Parts, Vehicles & Motor Equip	522.60	0.00	522.60	<b>\$651.56</b>
			P76880	Parts, Vehicles & Motor Equip	128.96	0.00	128.96	
xxx304741	7/19/18	RASH CURTIS & ASSOC	517400000160	Financial Services	9.32	0.00	9.32	<b>\$132.80</b>
			517400000191	Financial Services	42.45	0.00	42.45	
			517400000194	Financial Services	4.16	0.00	4.16	
			517400000202	Financial Services	1.61	0.00	1.61	
			517400000206	Financial Services	75.26	0.00	75.26	
xxx304742	7/19/18	READYREFRESH BY NESTLE	17L5740142004	General Supplies	56.67	0.00	56.67	<b>\$198.52</b>
			18G5727863002	General Supplies	61.66	0.00	61.66	
			18G5740132005	Miscellaneous Services	26.73	0.00	26.73	
			18G5740154009	General Supplies	16.75	0.00	16.75	
			18G5740156004	General Supplies	36.71	0.00	36.71	
xxx304743	7/19/18	REED & GRAHAM INC	92141REV	Materials - Land Improve	-4,488.81	0.00	-4,488.81	<b>\$777.37</b>
			921471	Materials - Land Improve	4,488.81	0.00	4,488.81	

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			921751	Materials - Land Improve	777.37	0.00	777.37	
xxx304744	7/19/18	ROGER D HIGDON	2017-15306R	Consultants	467.06	0.00	467.06	<b>\$467.06</b>
xxx304745	7/19/18	SDI PRESENCE LLC	691	Computer Software	700.00	0.00	700.00	<b>\$700.00</b>
xxx304746	7/19/18	SAFETY KLEEN SYSTEMS INC	77124876	Auto Maint & Repair - Labor	22.00	0.00	22.00	<b>\$22.00</b>
xxx304747	7/19/18	SANTA CLARA COUNTY POLICE CHIEFS ASSN	NGO 2018-19	Membership Fees	350.00	0.00	350.00	<b>\$350.00</b>
xxx304748	7/19/18	SANTA CLARA VLY TRANSPORTATION AUTHORITY	1800024783	Contracts/Service Agreements	27,890.16	0.00	27,890.16	<b>\$27,890.16</b>
xxx304749	7/19/18	SECTOR SECURITY & COMMUNICATIONS	WOO-40171	Services Maintain Land Improv	943.50	0.00	943.50	<b>\$943.50</b>
xxx304750	7/19/18	SECURITY ALERT SYSTEMS OF CALIFORNIA INC	071111	Facilities Maintenance & Repair Labor	225.00	0.00	225.00	<b>\$225.00</b>
xxx304751	7/19/18	SENIOR ADULTS LEGAL ASSISTANCE	1718-819720 #2	Outside Group Funding	5,081.37	0.00	5,081.37	<b>\$5,081.37</b>
xxx304752	7/19/18	SHRED-IT USA	8124974518	Records Related Services	59.90	0.00	59.90	<b>\$114.35</b>
			8125066714	Records Related Services	54.45	0.00	54.45	
xxx304753	7/19/18	SIERRA PACIFIC TURF SUPPLY INC	0530728-IN	Facilities Maint & Repair - Materials	170.17	0.00	170.17	<b>\$170.17</b>
xxx304754	7/19/18	SIGN WIZ	11761	General Supplies	64.05	0.00	64.05	<b>\$64.05</b>
xxx304755	7/19/18	SILICON VALLEY SECURITY & PATROL INC	2037284	Miscellaneous Services	220.00	0.00	220.00	<b>\$220.00</b>
xxx304756	7/19/18	SILICON VALLEY TOW	78965	Vehicle Towing Services	2,250.00	0.00	2,250.00	<b>\$4,525.00</b>
			78966	Vehicle Towing Services	2,275.00	0.00	2,275.00	
xxx304757	7/19/18	SILVER & WRIGHT LLP	24348	Legal Services	3,384.97	0.00	3,384.97	<b>\$3,384.97</b>
xxx304758	7/19/18	SOCIAL POLICY RESEARCH ASSOCIATES INC	3462-003	Contracts/Service Agreements	638.72	0.00	638.72	<b>\$747.76</b>
			3462-004	Contracts/Service Agreements	109.04	0.00	109.04	
xxx304759	7/19/18	STUDIO SCOTT	372	Professional Services	6,405.75	0.00	6,405.75	<b>\$6,405.75</b>
xxx304761	7/19/18	SUNNYVALE TOWING INC	316060	Vehicle Towing Services	500.00	0.00	500.00	<b>\$1,000.00</b>
			316128	Vehicle Towing Services	40.00	0.00	40.00	
			316378	Vehicle Towing Services	300.00	0.00	300.00	
			317769	Vehicle Towing Services	40.00	0.00	40.00	
			318174	Vehicle Towing Services	40.00	0.00	40.00	
			318180	Vehicle Towing Services	40.00	0.00	40.00	
			318196	Vehicle Towing Services	40.00	0.00	40.00	
xxx304762	7/19/18	SUPPLYWORKS	446482010	Inventory Purchase	616.24	5.65	610.59	<b>\$682.51</b>

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			446670283	Inventory Purchase	72.59	0.67	71.92	
xxx304763	7/19/18	SYNAGRO-WWT INC	03-103435	Miscellaneous Services	312,410.09	0.00	312,410.09	<b>\$312,410.09</b>
xxx304764	7/19/18	TINT OF CLASS	18615	Facilities Maint & Repair - Labor	225.00	0.00	225.00	<b>\$1,053.40</b>
			18615	Facilities Maint & Repair - Materials	828.40	0.00	828.40	
xxx304765	7/19/18	TOGOS SUNNYVALE	211	Food Products	356.00	0.00	356.00	<b>\$356.00</b>
xxx304766	7/19/18	TRAFFIC DATA SERVICE	18097	Consultants	2,700.00	0.00	2,700.00	<b>\$2,700.00</b>
xxx304767	7/19/18	TURF STAR INC	7018199-00	Parts, Vehicles & Motor Equip	86.86	0.00	86.86	<b>\$138.39</b>
			7018368-00	Parts, Vehicles & Motor Equip	51.53	0.00	51.53	
xxx304768	7/19/18	USA BLUEBOOK	605148	General Supplies	983.06	0.00	983.06	<b>\$983.06</b>
xxx304769	7/19/18	UNITED PARCEL SERVICE	0000966608278	Mailing & Delivery Services	236.68	0.00	236.68	<b>\$236.68</b>
xxx304770	7/19/18	UNITED ROTARY BRUSH CORP	CI220661	Parts, Vehicles & Motor Equip	501.99	0.00	501.99	<b>\$501.99</b>
xxx304771	7/19/18	UNIVAR USA INC	SJ885888	Chemicals	2,308.17	0.00	2,308.17	<b>\$4,615.82</b>
			SJ887269	Chemicals	2,307.65	0.00	2,307.65	
xxx304772	7/19/18	VALLEY OIL CO	927932	Fuel, Oil & Lubricants	803.25	0.00	803.25	<b>\$803.25</b>
xxx304773	7/19/18	WAYPOINT ANALYTICAL CALIFORNIA INC	072278	Water Lab Services	252.00	0.00	252.00	<b>\$252.00</b>
xxx304774	7/19/18	WECK LABORATORIES INC	08F0992REV	Water Lab Services	-731.47	0.00	-731.47	<b>\$700.65</b>
			W8F0992	Water Lab Services	731.47	0.00	731.47	
			W8F1749	Water Lab Services	360.64	0.00	360.64	
			W8F1751	Water Lab Services	340.01	0.00	340.01	
xxx304775	7/19/18	WECO INDUSTRIES LLC	0041214-IN	Miscellaneous Equipment	2,377.14	0.00	2,377.14	<b>\$2,377.14</b>
xxx304776	7/19/18	WEST COAST ARBORISTS INC	137899	Services Maintain Land Improv	10,965.00	0.00	10,965.00	<b>\$15,480.00</b>
			138266	Services Maintain Land Improv	4,515.00	0.00	4,515.00	
xxx304777	7/19/18	YAMAHA GOLF CARS OF CALIFORNIA INC	L30424	Misc Equip Maint & Repair - Labor	120.00	0.00	120.00	<b>\$133.54</b>
			L30424	Misc Equip Maint & Repair - Materials	13.54	0.00	13.54	
xxx304778	7/19/18	LC ACTION POLICE SUPPLY	379189C	Clothing, Uniforms & Access	-43.60	0.00	-43.60	<b>\$3,626.15</b>
			382708	Clothing, Uniforms & Access	34.96	0.00	34.96	
			382708C	Clothing, Uniforms & Access	-34.96	0.00	-34.96	
			383252	Clothing, Uniforms & Access	19.57	0.00	19.57	
			383571	Ballistic Equipment - Body Armor/Vests	790.25	0.00	790.25	
			383572	Ballistic Equipment - Body Armor/Vests	790.25	0.00	790.25	

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			383721	Ballistic Equipment - Body Armor/Vests	790.25	0.00	790.25	
			383787	Clothing, Uniforms & Access	34.96	0.00	34.96	
			383943	Clothing, Uniforms & Access	87.31	0.00	87.31	
			383944	Clothing, Uniforms & Access	21.80	0.00	21.80	
			383945	Clothing, Uniforms & Access	22.99	0.00	22.99	
			383946	Clothing, Uniforms & Access	174.35	0.00	174.35	
			384134	Ballistic Equipment - Body Armor/Vests	790.25	0.00	790.25	
			384260	Clothing, Uniforms & Access	147.77	0.00	147.77	
xxx304780	7/19/18	HERITAGE PARK APARTMENTS	INT000027253	Late Payment Penalties	15.72	0.00	15.72	<b>\$15.72</b>
xxx304781	7/19/18	O'GRADY PAVING INC	187153-43756	Refund Utility Account Credit	5,423.67	0.00	5,423.67	<b>\$5,423.67</b>
xxx000539	7/18/18	CALIFORNIA PUBLIC EMP RETIREMENT SYSTEM		Insurances - Medical	1,179,215.26	0.00	1,179,215.26	<b>\$1,610,999.07</b>
				Insurances - Retiree Medical - PERS	431,783.81	0.00	431,783.81	
xxx002716	7/20/18	PUBLIC EMPLOYEES RETIREMENT SYSTEM		Retirement Benefits - Misc Tier 1 & 2	47.38	0.00	47.38	<b>\$131.62</b>
				Employer Required Cont.				
				Retirement Benefits - Misc PEPR	84.24	0.00	84.24	
				Employer Required Cont.				
xxx100748	7/17/18	SFPUC WATER DEPARTMENT	060218-070218	Water for Resale	1,358,428.40	0.00	1,358,428.40	<b>\$1,545,581.40</b>
			060218-070218	Purchased Water Related Expenses - Meter Charges	22,939.00	0.00	22,939.00	
			060218-070218	BAWSCA Surcharge	164,214.00	0.00	164,214.00	
xxx100749	7/17/18	SANTA CLARA VALLEY WATER DISTRICT	TI002208	Water for Resale	1,422,071.25	0.00	1,422,071.25	<b>\$1,422,071.25</b>
xxx906407	7/17/18	ACCLAMATION INSURANCE MANAGEMENT		Workers' Compensation - Claims	221,627.94	0.00	221,627.94	<b>\$221,627.94</b>
<b>Grand Total Payment Amount</b>								<b><u>\$7,802,785.81</u></b>

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xxx304782	7/24/18	ABILITIES UNITED INC	2	Outside Group Funding	5,000.00	0.00	5,000.00	<b>\$5,000.00</b>
xxx304783	7/24/18	ACCESS HARDWARE	5694777-IN	Bldg Maint Matls & Supplies	174.48	0.00	174.48	<b>\$174.48</b>
xxx304784	7/24/18	ADIDAS AMERICA INC.	6175482216	Inventory Purchase	101.24	0.00	101.24	<b>\$101.24</b>
xxx304785	7/24/18	ADVANCED CHEMICAL TRANSPORT INC	191650	HazMat Disposal - Hazardous Waste Disposal	332.37	0.00	332.37	<b>\$332.37</b>
xxx304786	7/24/18	AIRGAS USA LLC	9075808974	Inventory Purchase	209.79	0.00	209.79	<b>\$209.79</b>
xxx304787	7/24/18	AIRGAS-NCN	9953996064	Equipment Rental/Lease	173.61	0.00	173.61	<b>\$173.61</b>
xxx304788	7/24/18	ALPINE AWARDS INC	5526824	Customized Products	1,366.75	0.00	1,366.75	<b>\$2,068.71</b>
			5526834	Customized Products	115.54	0.00	115.54	
			5526835	Customized Products	11.55	0.00	11.55	
			5527341	Customized Products	574.87	0.00	574.87	
xxx304789	7/24/18	AMERICAN POWER SERVICES CO	5373	Equipment Maintenance & Repair Labor	1,690.00	0.00	1,690.00	<b>\$1,690.00</b>
xxx304790	7/24/18	AON RISK INSURANCE SERVICES WEST INC	8200000243968	Insurances - Fidelity	5,798.00	0.00	5,798.00	<b>\$5,798.00</b>
xxx304792	7/24/18	BKF ENGINEERS	18070013	Consultants	23,012.46	0.00	23,012.46	<b>\$23,012.46</b>
xxx304793	7/24/18	BAY AREA NEWS GROUP DIGITAL FIRST MEDIA	0006164241	Advertising Services	196.00	0.00	196.00	<b>\$767.00</b>
			0006171875	Advertising Services	264.00	0.00	264.00	
			00061718854	Advertising Services	307.00	0.00	307.00	
xxx304794	7/24/18	BERTRAND FOX ELLIOT OSMAN & WENZEL	29343	Legal Services	3,680.63	0.00	3,680.63	<b>\$3,680.63</b>
xxx304795	7/24/18	BIBLIOTHECA LLC	SI0040743-US	Library Periodicals/Databases	2,662.91	0.00	2,662.91	<b>\$4,797.91</b>
			SI0041152-US	Library Periodicals/Databases	2,135.00	0.00	2,135.00	
xxx304796	7/24/18	CIC	FUELSYSMUPG #01	Construction Services	125,946.53	0.00	125,946.53	<b>\$125,946.53</b>
xxx304797	7/24/18	CSAC EXCESS INSURANCE AUTHORITY	4771	Insurances - Life/AD&D Insurance	16,940.96	0.00	16,940.96	<b>\$42,175.26</b>
			4771	Insurances - Long Term Disability	25,234.30	0.00	25,234.30	
xxx304798	7/24/18	CUES INC	509297	Software Licensing & Support	2,292.00	0.00	2,292.00	<b>\$2,292.00</b>
xxx304799	7/24/18	CALIFORNIA JOINT POWERS RISK MANAGEMENT	LIAB-SNYVL1819	Insurances - Public Liability	747,326.00	0.00	747,326.00	<b>\$944,185.00</b>
			PINS1819SNYVL	Software Licensing & Support	6,300.00	0.00	6,300.00	

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Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
			PROP-SNYVL1819	Insurances - Property and Fire	190,559.00	0.00	190,559.00	
xxx304800	7/24/18	CAROLLO ENGINEERS	0168177	Professional Services	98,063.29	0.00	98,063.29	<b>\$98,063.29</b>
xxx304801	7/24/18	CATHOLIC CHARITIES OF SANTA CLARA COUNTY	1	Outside Group Funding	5,060.18	0.00	5,060.18	<b>\$10,000.00</b>
			2	Outside Group Funding	4,939.82	0.00	4,939.82	
xxx304802	7/24/18	CENETRI GROUP	4	Contracts/Service Agreements	2,250.00	0.00	2,250.00	<b>\$2,250.00</b>
xxx304803	7/24/18	CIMEXTEK INC	6909	Professional Services	175.00	0.00	175.00	<b>\$1,662.50</b>
			6910	Professional Services	175.00	0.00	175.00	
			6911	Professional Services	175.00	0.00	175.00	
			6912	Professional Services	175.00	0.00	175.00	
			6913	Professional Services	175.00	0.00	175.00	
			6914	Professional Services	350.00	0.00	350.00	
			6915	Professional Services	175.00	0.00	175.00	
			6916	Professional Services	87.50	0.00	87.50	
			6918	Professional Services	175.00	0.00	175.00	
xxx304804	7/24/18	CITY OF SANTA CLARA MUNICIPAL UTILITIES	JULY2018	Utilities - Electric	545.68	0.00	545.68	<b>\$545.68</b>
xxx304805	7/24/18	CLASSIC GRAPHICS	39739	Auto Maint & Repair - Labor	2,473.19	0.00	2,473.19	<b>\$3,081.82</b>
			39739	Auto Maint & Repair - Materials	608.63	0.00	608.63	
xxx304806	7/24/18	CLAY PLANET	219968	General Supplies	136.80	0.00	136.80	<b>\$136.80</b>
xxx304807	7/24/18	CONTROL TECH WEST INC	2434	Engineering Services	15,450.75	0.00	15,450.75	<b>\$15,450.75</b>
xxx304808	7/24/18	CYBERSOURCE CORP	235958319456	Software As a Service	75.00	0.00	75.00	<b>\$75.00</b>
xxx304809	7/24/18	DELL MARKETING LP	10250349294	Computer Hardware	1,044.33	0.00	1,044.33	<b>\$1,772.93</b>
			10250399052	Computer Hardware	728.60	0.00	728.60	
xxx304810	7/24/18	DIANA SETO	CK REQ 18-247	DED Services/Training - Books	139.00	0.00	139.00	<b>\$139.00</b>
xxx304812	7/24/18	ECONOLITE SYSTEMS INC	22616	Services Maintain Land Improv	503.73	0.00	503.73	<b>\$334,158.17</b>
			22619	Services Maintain Land Improv	1,493.90	0.00	1,493.90	
			22655	Services Maintain Land Improv	4,048.55	0.00	4,048.55	
			22749	Services Maintain Land Improv	3,718.44	0.00	3,718.44	
			22753	Services Maintain Land Improv	6,098.29	0.00	6,098.29	
			22786	Services Maintain Land Improv	12,062.38	0.00	12,062.38	
			22793	Services Maintain Land Improv	35,150.00	0.00	35,150.00	

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			22794	Construction Services	17,532.71	0.00	17,532.71	
			22812	Services Maintain Land Improv	3,447.51	0.00	3,447.51	
			22897	Services Maintain Land Improv	3,845.60	0.00	3,845.60	
			22931	Services Maintain Land Improv	950.97	0.00	950.97	
			22941	Services Maintain Land Improv	4,322.67	0.00	4,322.67	
			22944	Services Maintain Land Improv	1,049.44	0.00	1,049.44	
			22952	Services Maintain Land Improv	3,500.00	0.00	3,500.00	
			22961	Services Maintain Land Improv	3,458.61	0.00	3,458.61	
			23006	Services Maintain Land Improv	26,151.13	0.00	26,151.13	
			23007	Construction Services	14,905.16	0.00	14,905.16	
			23031	Services Maintain Land Improv	85.03	0.00	85.03	
			23163	Services Maintain Land Improv	3,891.36	0.00	3,891.36	
			23168	Services Maintain Land Improv	8,315.85	0.00	8,315.85	
			23174	Services Maintain Land Improv	451.00	0.00	451.00	
			23192	Services Maintain Land Improv	3,575.00	0.00	3,575.00	
			23224	Services Maintain Land Improv	10,965.80	0.00	10,965.80	
			23241	Services Maintain Land Improv	1,308.26	0.00	1,308.26	
			23264	Services Maintain Land Improv	24,881.21	0.00	24,881.21	
			23265	Construction Services	13,821.37	0.00	13,821.37	
			23395	Services Maintain Land Improv	797.58	0.00	797.58	
			23401	Services Maintain Land Improv	1,074.42	0.00	1,074.42	
			23443	Services Maintain Land Improv	1,918.40	0.00	1,918.40	
			23454	Services Maintain Land Improv	797.58	0.00	797.58	
			23461	Services Maintain Land Improv	26,055.05	0.00	26,055.05	
			23462	Construction Services	17,750.60	0.00	17,750.60	
			23469	Services Maintain Land Improv	8,830.48	0.00	8,830.48	
			23474	Services Maintain Land Improv	5,543.90	0.00	5,543.90	
			23475	Services Maintain Land Improv	4,143.55	0.00	4,143.55	
			23526	Services Maintain Land Improv	1,822.11	0.00	1,822.11	
			23540	Services Maintain Land Improv	5,312.03	0.00	5,312.03	
			23564	Services Maintain Land Improv	37,339.72	0.00	37,339.72	

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			23575	Services Maintain Land Improv	8,278.50	0.00	8,278.50	
			23576	Services Maintain Land Improv	4,960.28	0.00	4,960.28	
xxx304816	7/24/18	FAMILY & CHILDREN SERVICES	2	Outside Group Funding	4,776.47	0.00	4,776.47	<b>\$4,776.47</b>
xxx304817	7/24/18	FOSTER BROS SECURITY SYSTEMS INC	299865	Parts, Vehicles & Motor Equip	5.45	0.00	5.45	<b>\$5.45</b>
xxx304818	7/24/18	FRIENDS OF VISION LITERACY	1-2017	Outside Group Funding	5,000.00	0.00	5,000.00	<b>\$10,000.00</b>
			2-2017	Outside Group Funding	5,000.00	0.00	5,000.00	
xxx304819	7/24/18	GARDENLAND POWER EQUIPMENT	587679	Misc Equip Maint & Repair - Materials	117.77	0.00	117.77	<b>\$336.26</b>
			587735	Misc Equip Maint & Repair - Materials	218.49	0.00	218.49	
xxx304820	7/24/18	GEOSYNTEC CONSULTANTS INC	16348223	Consultants	2,620.50	0.00	2,620.50	<b>\$4,687.00</b>
			16349650	Consultants	2,066.50	0.00	2,066.50	
xxx304821	7/24/18	GOLDER ASSOC INC	500208	Engineering Services	877.40	0.00	877.40	<b>\$877.40</b>
xxx304822	7/24/18	GOLDFARB LIPMAN ATTORNEYS	127231	Legal Services	138.00	0.00	138.00	<b>\$2,905.70</b>
			127232	Legal Services	2,422.70	0.00	2,422.70	
			127351	Legal Services	345.00	0.00	345.00	
xxx304823	7/24/18	GRAHAM CONTRACTORS INC	SLRYSEAL18B#01	Construction Services	458,421.37	0.00	458,421.37	<b>\$458,421.37</b>
xxx304824	7/24/18	GRAINGER	9844572512	Inventory Purchase	409.56	0.00	409.56	<b>\$409.56</b>
xxx304825	7/24/18	H F & H CONSULTANTS LLC	9715630	Professional Services	13,281.46	0.00	13,281.46	<b>\$13,281.46</b>
xxx304826	7/24/18	HDR ENGINEERING INC	1200128737	Engineering Services	30,841.23	0.00	30,841.23	<b>\$30,841.23</b>
xxx304827	7/24/18	HAINES & CO INC	1445611	Software As a Service	2,250.00	0.00	2,250.00	<b>\$2,250.00</b>
xxx304828	7/24/18	HYDROSCIENCE ENGINEERS INC	262013045	Professional Services	2,900.00	0.00	2,900.00	<b>\$6,387.50</b>
			262013048	Professional Services	3,487.50	0.00	3,487.50	
xxx304829	7/24/18	ICC GENERAL CONTRACTORS INC	PRKBLDGMDR N#R	Construction Project Contract Retainage	101,436.93	0.00	101,436.93	<b>\$101,436.93</b>
xxx304830	7/24/18	ID WHOLESALER	1482762	Bldg Maint Matls & Supplies	108.15	0.00	108.15	<b>\$108.15</b>
xxx304832	7/24/18	INNOVATIVE INTERFACES INC	INV-INC18716	Software Licensing & Support	6,516.26	0.00	6,516.26	<b>\$6,516.26</b>
xxx304833	7/24/18	JIM RUIZ	CASE#18-4501	Investigation Expense	350.00	0.00	350.00	<b>\$350.00</b>
xxx304834	7/24/18	JOHANSING IRON WORKS INC	7482-1	Misc Equip Maint & Repair - Labor	10,210.00	0.00	10,210.00	<b>\$12,782.40</b>
			7482-1	Misc Equip Maint & Repair - Materials	2,572.40	0.00	2,572.40	
xxx304835	7/24/18	KIMLEY HORN & ASSOC INC	11519988	Consultants	9,840.77	0.00	9,840.77	<b>\$14,059.74</b>
			11530788	Consultants	4,218.97	0.00	4,218.97	
xxx304836	7/24/18	KOHLWEISS AUTO PARTS INC						<b>\$68.77</b>



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			01PS4357	Inventory Purchase	70.17	1.40	68.77	
xxx304837	7/24/18	LAW FOUNDATION OF SILICON VALLEY	FH2017/18-4	Contracts/Service Agreements	2,762.23	0.00	2,762.23	<b>\$2,762.23</b>
xxx304838	7/24/18	LEXISNEXIS RISK SOLUTIONS	1409790-180531	Financial Services	137.50	0.00	137.50	<b>\$137.50</b>
xxx304839	7/24/18	LIFETIME TENNIS INC	HADIL	Refund Recreation Fees	89.71	0.00	89.71	<b>\$759.42</b>
			KINGSTON	Refund Recreation Fees	234.00	0.00	234.00	
			TEN					
			PETER TEN	Refund Recreation Fees	234.00	0.00	234.00	
			V AGRAWAL	Refund Recreation Fees	201.71	0.00	201.71	
xxx304840	7/24/18	NI GOVERNMENT SERVICES INC	8061233622	Miscellaneous Services	78.77	0.00	78.77	<b>\$78.77</b>
xxx304842	7/24/18	PINE CONE LUMBER CO INC	763051	Materials - Land Improve	121.01	0.00	121.01	<b>\$121.01</b>
xxx304843	7/24/18	RASH CURTIS & ASSOC	662700000333	Financial Services	455.59	0.00	455.59	<b>\$455.59</b>
xxx304844	7/24/18	READYREFRESH BY NESTLE	08G0035365238	Miscellaneous Services	32.69	0.00	32.69	<b>\$32.69</b>
xxx304845	7/24/18	REDWOOD ENGINEERING CONSTRUCTION	ORCHHRTGPR K#07	Construction Services	16,102.50	0.00	16,102.50	<b>\$16,102.50</b>
xxx304846	7/24/18	REED & GRAHAM INC	921469	Materials - Land Improve	2,166.30	0.00	2,166.30	<b>\$16,396.33</b>
			921470	Materials - Land Improve	2,874.02	0.00	2,874.02	
			921648	Materials - Land Improve	2,158.68	0.00	2,158.68	
			921902	Materials - Land Improve	7,752.65	0.00	7,752.65	
			922043	Materials - Land Improve	146.80	0.00	146.80	
			922289	Materials - Land Improve	1,297.88	0.00	1,297.88	
xxx304847	7/24/18	REEDS INDOOR RANGE	545208	Real Property Rental/Lease	14.00	0.00	14.00	<b>\$14.00</b>
xxx304848	7/24/18	ROYAL BRASS INC	868455-001	Parts, Vehicles & Motor Equip	7.41	0.00	7.41	<b>\$98.48</b>
			869922-001	Parts, Vehicles & Motor Equip	91.07	0.00	91.07	
xxx304849	7/24/18	SCS ENGINEERS	0321847	Engineering Services	1,500.00	0.00	1,500.00	<b>\$1,500.00</b>
xxx304850	7/24/18	SAFEWAY INC	433997-071918	Food Products	137.94	0.00	137.94	<b>\$1,293.98</b>
			436718-061618	Food Products	136.81	0.00	136.81	
			438409-062018	Food Products	180.67	0.00	180.67	
			439511-071118	Food Products	138.95	0.00	138.95	
			725624-070218	General Supplies	180.88	0.00	180.88	
			728813-070818	Food Products	29.45	0.00	29.45	
			800803-070318	Food Products	24.05	0.00	24.05	

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			800848-072018	Food Products	53.09	0.00	53.09	
			801089-061518	Food Products	23.06	0.00	23.06	
			803650-071818	Food Products	49.93	0.00	49.93	
			804343-071118	Food Products	38.78	0.00	38.78	
			804475-071218	Food Products	35.39	0.00	35.39	
			806399-062518	Food Products	109.74	0.00	109.74	
			807017-062618	Food Products	155.24	0.00	155.24	
xxx304852	7/24/18	SAN JOSE CONSERVATION CORPS	7053	Recycling Services	4,166.67	0.00	4,166.67	<b>\$8,333.34</b>
			7088A	Recycling Services	2,380.95	0.00	2,380.95	
			7088B	Recycling Services	1,785.72	0.00	1,785.72	
xxx304853	7/24/18	SHELLEY CAPOVILLA	0004	Special Events	237.00	0.00	237.00	<b>\$237.00</b>
xxx304854	7/24/18	SHRED-IT USA	8125066424	Records Related Services	119.80	0.00	119.80	<b>\$119.80</b>
xxx304855	7/24/18	SIERRA PACIFIC TURF SUPPLY INC	0524373-IN	Materials - Land Improve	501.12	0.00	501.12	<b>\$501.12</b>
xxx304856	7/24/18	SIGN WIZ	11762	Advertising Services	283.40	0.00	283.40	<b>\$283.40</b>
xxx304857	7/24/18	SITEONE LANDSCAPE SUPPLY LLC	86283735	Materials - Land Improve	803.03	0.00	803.03	<b>\$2,916.62</b>
			86842721	Materials - Land Improve	2,113.59	0.00	2,113.59	
xxx304858	7/24/18	SMART & FINAL INC	040415-071318	Food Products	39.82	0.00	39.82	<b>\$234.98</b>
			049881-071118	Food Products	53.45	0.00	53.45	
			049889-071118	Food Products	3.39	0.00	3.39	
			053350-070518	Food Products	52.95	0.00	52.95	
			053448-070618	Food Products	3.90	0.00	3.90	
			056140-071318	Food Products	32.49	0.00	32.49	
			057403-071618	Food Products	7.73	0.00	7.73	
			058163-071818	General Supplies	41.25	0.00	41.25	
xxx304859	7/24/18	SUNNYVALE COMMUNITY SERVICES	HPRR2017/18-3	Outside Group Funding	94,768.56	0.00	94,768.56	<b>\$94,768.56</b>
xxx304860	7/24/18	SUNNYVALE PUBLIC SAFETY OFFICERS ASSN	DISABILITY0718	Insurances - Long Term Disability	3,800.00	0.00	3,800.00	<b>\$3,800.00</b>
xxx304861	7/24/18	SUNNYVALE PUBLIC SAFETY OFFICERS ASSN	DENTAL0718	Insurances - Dental	28,391.10	0.00	28,391.10	<b>\$28,391.10</b>
xxx304862	7/24/18	TANKO STREETLIGHTING INC	51132	Construction Services	80.98	0.00	80.98	<b>\$42,891.30</b>
			51132	General Supplies	4,996.05	0.00	4,996.05	
			51165	Construction Services	22,978.83	0.00	22,978.83	

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			51165	General Supplies	8,206.57	0.00	8,206.57	
			51167	General Supplies	6,628.87	0.00	6,628.87	
xxx304863	7/24/18	TECHNICAL SAFETY SERVICES INC	IN0203178	Comm Equip Maintain & Repair - Labor 1	660.00	0.00	660.00	<b>\$660.00</b>
xxx304864	7/24/18	THE COVELLO GROUP INC	2015.003-38	Engineering Services	166,099.00	0.00	166,099.00	<b>\$166,099.00</b>
xxx304865	7/24/18	THOMSON REUTERS ELITE	06-809812	Software Licensing & Support	133.50	0.00	133.50	<b>\$133.50</b>
xxx304866	7/24/18	TOGOS SUNNYVALE	209	Food Products	178.00	0.00	178.00	<b>\$416.00</b>
			210	Food Products	178.00	0.00	178.00	
			213	Food Products	60.00	0.00	60.00	
xxx304867	7/24/18	TRAFFIC DATA SERVICE	18078	Consultants	5,400.00	0.00	5,400.00	<b>\$14,650.00</b>
			18079	Consultants	9,250.00	0.00	9,250.00	
xxx304868	7/24/18	US PIPE FABRICATION	INV086595	Miscellaneous Equipment Parts & Supplies	1,197.25	0.00	1,197.25	<b>\$1,197.25</b>
xxx304869	7/24/18	USA BLUEBOOK	583573	General Supplies	548.46	0.00	548.46	<b>\$548.46</b>
xxx304870	7/24/18	UNITED STATES POSTAL SERVICE	2661000-072018	Mailing & Delivery Services	225.00	0.00	225.00	<b>\$225.00</b>
xxx304872	7/24/18	UNIVAR USA INC	SJ886441	Chemicals	3,313.80	0.00	3,313.80	<b>\$3,313.80</b>
xxx304873	7/24/18	V & A CONSULTING ENGINEERS	17439	Consultants	400.00	0.00	400.00	<b>\$400.00</b>
xxx304874	7/24/18	VALI COOPER & ASSOC INC	170018000118	Engineering Services	1,152.62	0.00	1,152.62	<b>\$1,152.62</b>
xxx304875	7/24/18	WMH CORPORATION	17-BUC-04	Engineering Services	56,730.58	0.00	56,730.58	<b>\$56,730.58</b>
xxx304876	7/24/18	WATER WORKS ENGINEERS LLC	8497	Consultants	34,598.22	0.00	34,598.22	<b>\$34,598.22</b>
xxx304877	7/24/18	WEST VALLEY STAFFING GROUP	218093	Professional Services	1,447.38	0.00	1,447.38	<b>\$2,368.44</b>
			220044	Professional Services	921.06	0.00	921.06	
xxx304878	7/24/18	WILDLIFE CENTER OF SILICON VALLEY	FY18/19	Contracts/Service Agreements	10,644.00	0.00	10,644.00	<b>\$10,644.00</b>
xxx304879	7/24/18	PACIFIC GAS & ELECTRIC CO	05225890200618	Utilities - Gas	29.30	0.00	29.30	<b>\$10,155.09</b>
			05225892760618	Utilities - Electric	2,053.67	0.00	2,053.67	
			05225894560618	Utilities - Electric	1,491.78	0.00	1,491.78	
			06025923000618	Utilities - Electric	18.45	0.00	18.45	
			06037193330618	Utilities - Electric	0.07	0.00	0.07	
			06040860490618	Utilities - Electric	22.14	0.00	22.14	
			06072000410618	Utilities - Electric	17.34	0.00	17.34	
			06075132700618	Utilities - Electric	13.43	0.00	13.43	
			06075133000618	Utilities - Electric	10.57	0.00	10.57	
			06075135280618	Utilities - Electric	31.36	0.00	31.36	

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			06075135640618	Utilities - Electric	7.89	0.00	7.89	
			06075139670618	Utilities - Electric	0.43	0.00	0.43	
			06081240040618	Utilities - Electric	39.56	0.00	39.56	
			100023460718	Utilities - Electric	1,328.35	0.00	1,328.35	
			14823837850618	Utilities - Electric	38.61	0.00	38.61	
			18068041900618	Utilities - Electric	75.82	0.00	75.82	
			19867842520618	Utilities - Electric	32.16	0.00	32.16	
			38257235830618	Utilities - Electric	62.01	0.00	62.01	
			39509111000618	Utilities - Electric	40.42	0.00	40.42	
			43142590150618	Utilities - Gas	8.12	0.00	8.12	
			43142590250618	Utilities - Gas	331.94	0.00	331.94	
			43142590300618	Utilities - Gas	395.34	0.00	395.34	
			43142591280618	Utilities - Electric	843.46	0.00	843.46	
			43142597200618	Utilities - Electric	981.98	0.00	981.98	
			43142597640618	Utilities - Electric	1,243.71	0.00	1,243.71	
			43142599650618	Utilities - Electric	825.89	0.00	825.89	
			48131400740618	Utilities - Electric	9.64	0.00	9.64	
			63004478110618	Utilities - Electric	46.16	0.00	46.16	
			66172622090618	Utilities - Electric	22.71	0.00	22.71	
			97306197490618	Utilities - Electric	6.54	0.00	6.54	
			97322830180618	Utilities - Electric	77.75	0.00	77.75	
			97322834740618	Utilities - Electric	22.11	0.00	22.11	
			97386482120618	Utilities - Electric	26.38	0.00	26.38	
xxx304883	7/24/18	STATE WATER RESOURCES CONTROL BOARD	BIORDI G1 EXAM	Membership Fees	120.00	0.00	120.00	<b>\$120.00</b>
xxx304884	7/24/18	STATE WATER RESOURCES CONTROL BOARD	FARISATO 1EXAM	Membership Fees	120.00	0.00	120.00	<b>\$120.00</b>
xxx304885	7/24/18	SUMMIT UNIFORMS	50873	Clothing, Uniforms & Access	231.61	0.00	231.61	<b>\$7,956.76</b>
			50874	Clothing, Uniforms & Access	17.48	0.00	17.48	
			50875	Clothing, Uniforms & Access	28.41	0.00	28.41	
			50882	Clothing, Uniforms & Access	13.11	0.00	13.11	

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			50883	Clothing, Uniforms & Access	75.38	0.00	75.38	
			50884	Clothing, Uniforms & Access	108.16	0.00	108.16	
			50885	Clothing, Uniforms & Access	128.92	0.00	128.92	
			50886	Clothing, Uniforms & Access	97.23	0.00	97.23	
			50887	Clothing, Uniforms & Access	454.48	0.00	454.48	
			50888	Clothing, Uniforms & Access	454.48	0.00	454.48	
			50889	Clothing, Uniforms & Access	249.09	0.00	249.09	
			50892	Clothing, Uniforms & Access	452.30	0.00	452.30	
			50893	Clothing, Uniforms & Access	216.32	0.00	216.32	
			50894	Clothing, Uniforms & Access	223.96	0.00	223.96	
			50895	Clothing, Uniforms & Access	380.19	0.00	380.19	
			50896	Clothing, Uniforms & Access	32.78	0.00	32.78	
			50897	Clothing, Uniforms & Access	107.07	0.00	107.07	
			50898	Clothing, Uniforms & Access	28.41	0.00	28.41	
			51000	Clothing, Uniforms & Access	6.56	0.00	6.56	
			51029	Clothing, Uniforms & Access	26.22	0.00	26.22	
			51030	Clothing, Uniforms & Access	13.11	0.00	13.11	
			51031	Clothing, Uniforms & Access	26.22	0.00	26.22	
			51032	Clothing, Uniforms & Access	663.15	0.00	663.15	
			51033	Clothing, Uniforms & Access	13.11	0.00	13.11	
			51034	Clothing, Uniforms & Access	315.73	0.00	315.73	
			51035	Clothing, Uniforms & Access	186.82	0.00	186.82	
			51036	Clothing, Uniforms & Access	178.08	0.00	178.08	
			51201	Clothing, Uniforms & Access	28.41	0.00	28.41	
			51211	Clothing, Uniforms & Access	419.52	0.00	419.52	
			51212	Clothing, Uniforms & Access	216.32	0.00	216.32	
			51213	Clothing, Uniforms & Access	369.27	0.00	369.27	
			51214	Clothing, Uniforms & Access	628.19	0.00	628.19	
			51215	Clothing, Uniforms & Access	80.85	0.00	80.85	
			51216	Clothing, Uniforms & Access	108.16	0.00	108.16	
			51217	Clothing, Uniforms & Access	26.22	0.00	26.22	

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			51218	Clothing, Uniforms & Access	151.86	0.00	151.86	
			51219	Clothing, Uniforms & Access	108.16	0.00	108.16	
			51220	Clothing, Uniforms & Access	163.88	0.00	163.88	
			51221	Clothing, Uniforms & Access	139.84	0.00	139.84	
			51222	Clothing, Uniforms & Access	139.84	0.00	139.84	
			51223	Clothing, Uniforms & Access	139.84	0.00	139.84	
			51224	Clothing, Uniforms & Access	357.25	0.00	357.25	
			51226	Clothing, Uniforms & Access	128.92	0.00	128.92	
			51295	Clothing, Uniforms & Access	21.85	0.00	21.85	
xxx304890	7/24/18	BIJAYEE SHRESTHA	167661-46770	Refund Utility Account Credit	3,000.00	0.00	3,000.00	<b>\$3,000.00</b>
xxx304891	7/24/18	WALTON SAN GABRIEL INVESTORS VI LLC	2013-9385	Deposits Payable - Miscellaneous	62,130.00	0.00	62,130.00	<b>\$62,130.00</b>
xxx304892	7/26/18	4LEAF INC	J3567H	Consultants	22,788.00	0.00	22,788.00	<b>\$22,788.00</b>
xxx304893	7/26/18	ABDELLAH HAFID	10995MR	DED Services/Training - Books	170.00	0.00	170.00	<b>\$170.00</b>
xxx304894	7/26/18	ABLE SEPTIC TANK SERVICE	SV20180615	Construction Services	17,717.65	0.00	17,717.65	<b>\$35,526.28</b>
			TM-20180531	Construction Services	12,545.00	0.00	12,545.00	
			TM20180601	Construction Services	5,263.63	0.00	5,263.63	
xxx304895	7/26/18	APEX LIFE SCIENCES LLC	LAB550458562	Salaries - Contract Personnel	1,056.00	0.00	1,056.00	<b>\$1,056.00</b>
xxx304897	7/26/18	ASSN OF BAY AREA GOVERNMENTS	AR017670	Membership Fees	28,428.00	0.00	28,428.00	<b>\$28,428.00</b>
xxx304898	7/26/18	ASSOCIATED INFRASTRUCTURE MGMT SERVICES	2018-009	Consultants	3,888.69	0.00	3,888.69	<b>\$3,888.69</b>
xxx304899	7/26/18	BSK ASSOCIATES	A816892	Water Lab Services	750.00	0.00	750.00	<b>\$2,250.00</b>
			A817012	Water Lab Services	750.00	0.00	750.00	
			A818873	Water Lab Services	750.00	0.00	750.00	
xxx304900	7/26/18	BAY AREA NEWS GROUP DIGITAL FIRST MEDIA	0006148017	Advertising Services	770.00	0.00	770.00	<b>\$1,334.00</b>
			0006148303	Advertising Services	285.00	0.00	285.00	
			0006155589	Advertising Services	279.00	0.00	279.00	
xxx304901	7/26/18	BELKORP AG LLC	467884	Parts, Vehicles & Motor Equip	156.75	0.00	156.75	<b>\$217.72</b>
			468579	Parts, Vehicles & Motor Equip	60.97	0.00	60.97	
xxx304902	7/26/18	BERTRAND FOX ELLIOT OSMAN & WENZEL	29325	Legal Services	2,773.06	0.00	2,773.06	<b>\$2,773.06</b>
xxx304903	7/26/18	BILL WILSON CENTER	4	Outside Group Funding	6,387.35	0.00	6,387.35	<b>\$6,387.35</b>

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xxx304904	7/26/18	BURTONS FIRE INC	S38872	Parts, Vehicles & Motor Equip	121.88	0.00	121.88	<b>\$121.88</b>
xxx304905	7/26/18	CDM SMITH	90047888-REV	Consultants	199,305.18	0.00	199,305.18	<b>\$199,305.18</b>
xxx304906	7/26/18	CALTRONICS BUSINESS SYSTEMS	2556910	Equipment Rental/Lease	11,694.21	0.00	11,694.21	<b>\$11,694.21</b>
xxx304907	7/26/18	CAREER DEVELOPMENT SOLUTIONS LLC	4014088-N2C9R1	DED Services/Training - Training	2,667.50	0.00	2,667.50	<b>\$2,667.50</b>
xxx304908	7/26/18	CAROLLO ENGINEERS	0167656	Engineering Services	157,026.95	0.00	157,026.95	<b>\$157,026.95</b>
xxx304909	7/26/18	CATHOLIC CHARITIES OF SANTA CLARA COUNTY	2	Outside Group Funding	5,249.88	0.00	5,249.88	<b>\$5,249.88</b>
xxx304910	7/26/18	CENTURY GRAPHICS	49239	Clothing, Uniforms & Access	920.05	0.00	920.05	<b>\$1,445.83</b>
			49240	Clothing, Uniforms & Access	525.78	0.00	525.78	
xxx304911	7/26/18	CITY & COUNTY OF SAN FRANCISCO	JUNE2018	Contracts/Service Agreements	42,137.48	0.00	42,137.48	<b>\$71,943.59</b>
			MAY2018	Contracts/Service Agreements	29,806.11	0.00	29,806.11	
xxx304912	7/26/18	CITY OF FOSTER CITY	12406	Professional Services	13,899.00	0.00	13,899.00	<b>\$13,899.00</b>
xxx304913	7/26/18	CITY OF SAN JOSE - WORK2FUTURE	32	Contracts/Service Agreements	31,801.11	0.00	31,801.11	<b>\$50,922.20</b>
			MAY2018	Contracts/Service Agreements	19,121.09	0.00	19,121.09	
xxx304914	7/26/18	CITYGATE ASSOCIATES LLC	24547	Consultants	2,371.69	0.00	2,371.69	<b>\$2,371.69</b>
xxx304915	7/26/18	CORIX WATER PRODUCTS US INC	17813021065	Materials - Land Improve	39.61	0.00	39.61	<b>\$864.52</b>
			17813021089	Construction Services	502.10	0.00	502.10	
			17813021264	Construction Services	322.81	0.00	322.81	
xxx304916	7/26/18	COUNTY LEGAL & NOTARY SERVICE	7066413	Contracts/Service Agreements	45.00	0.00	45.00	<b>\$360.00</b>
			7066476	Contracts/Service Agreements	45.00	0.00	45.00	
			7066559	Contracts/Service Agreements	45.00	0.00	45.00	
			7066915	Contracts/Service Agreements	45.00	0.00	45.00	
			7067867	Contracts/Service Agreements	45.00	0.00	45.00	
			7068178	Contracts/Service Agreements	45.00	0.00	45.00	
			7068180	Contracts/Service Agreements	45.00	0.00	45.00	
			7068488	Contracts/Service Agreements	45.00	0.00	45.00	
xxx304917	7/26/18	COUNTY OF SANTA CLARA	0872	Contracts/Service Agreements	10,313.00	0.00	10,313.00	<b>\$10,313.00</b>
xxx304918	7/26/18	CRITEX LLC	1950	Miscellaneous Equipment	440.43	0.00	440.43	<b>\$440.43</b>
xxx304919	7/26/18	DANIEL WAX	2018MILEAGE	Travel Expenses - Mileage	22.02	0.00	22.02	<b>\$22.02</b>
xxx304920	7/26/18	DAVID COLEMAN	704485-8895432	DED Services/Training - Books	30.17	0.00	30.17	<b>\$40.17</b>
			81790155800282	DED Services/Training - Books	10.00	0.00	10.00	
xxx304921	7/26/18	DAVID J POWERS & ASSOC INC						<b>\$8,804.10</b>

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			22522	Developer Passthroughs-Downtown Projects	8,804.10	0.00	8,804.10	
xxx304922	7/26/18	DEBRA CHROMCZAK	61	Consultants	1,520.00	0.00	1,520.00	<b>\$1,520.00</b>
xxx304923	7/26/18	DEPARTMENT OF TRANSPORTATION	SL181027	Utilities - Electric	8,800.63	0.00	8,800.63	<b>\$8,800.63</b>
xxx304924	7/26/18	DOWNTOWN STREETS INC	1	Outside Group Funding	10,000.00	0.00	10,000.00	<b>\$10,000.00</b>
xxx304925	7/26/18	DUC NGUYEN	CK REQ 18-249	DED Services/Training - Books	76.26	0.00	76.26	<b>\$76.26</b>
xxx304926	7/26/18	E-Z-GO TEXTRON INC	91423442	Parts, Vehicles & Motor Equip	86.08	0.00	86.08	<b>\$497.88</b>
			91426538	Parts, Vehicles & Motor Equip	96.28	0.00	96.28	
			91426539	Parts, Vehicles & Motor Equip	40.48	0.00	40.48	
			91428224	Parts, Vehicles & Motor Equip	117.74	0.00	117.74	
			91449012	Parts, Vehicles & Motor Equip	104.48	0.00	104.48	
			91461945	Parts, Vehicles & Motor Equip	52.82	0.00	52.82	
xxx304927	7/26/18	ECONOLITE SYSTEMS INC	22552	Services Maintain Land Improv	4,062.30	0.00	4,062.30	<b>\$35,526.06</b>
			22554	Services Maintain Land Improv	6,186.47	0.00	6,186.47	
			22637	Services Maintain Land Improv	25,277.29	0.00	25,277.29	
xxx304928	7/26/18	EL ANDAR TRANSLATION	3903	Graphics Services	50.00	0.00	50.00	<b>\$50.00</b>
xxx304929	7/26/18	ESBRO	51638	Chemicals	1,143.58	0.00	1,143.58	<b>\$3,868.93</b>
			52506	Chemicals	1,498.66	0.00	1,498.66	
			53207	Chemicals	1,226.69	0.00	1,226.69	
xxx304930	7/26/18	EWING IRRIGATION PRODUCTS INC	5699455	Materials - Land Improve	619.72	0.00	619.72	<b>\$619.72</b>
xxx304931	7/26/18	FACTORY FARMING AWARENESS COALITION	001	Miscellaneous Services	226.30	0.00	226.30	<b>\$226.30</b>
xxx304932	7/26/18	FEDEX	6-236-26158	Mailing & Delivery Services	6.93	0.00	6.93	<b>\$6.93</b>
xxx304933	7/26/18	FEHR & PEERS	123253	Developer Passthroughs-Downtown Projects	3,995.00	0.00	3,995.00	<b>\$3,995.00</b>
xxx304934	7/26/18	FIRE & RISK ALLIANCE LLC	132-001-24	Miscellaneous Services	35,604.20	0.00	35,604.20	<b>\$73,363.84</b>
			132-001-25	Miscellaneous Services	37,759.64	0.00	37,759.64	
xxx304935	7/26/18	FRIENDS FOR YOUTH INC	1-2017-2018	Outside Group Funding	10,000.00	0.00	10,000.00	<b>\$10,000.00</b>
xxx304936	7/26/18	GARDENLAND POWER EQUIPMENT	591199	Misc Equip Maint & Repair - Materials	158.08	0.00	158.08	<b>\$158.08</b>
xxx304937	7/26/18	GOLDER ASSOC INC	513937	Engineering Services	1,392.30	0.00	1,392.30	<b>\$1,392.30</b>
xxx304938	7/26/18	GOLDFARB LIPMAN ATTORNEYS	127538	Legal Services	1,357.00	0.00	1,357.00	<b>\$1,357.00</b>
xxx304939	7/26/18	GREEN HALO SYSTEMS INC	1714	Professional Services	2,952.00	0.00	2,952.00	<b>\$2,952.00</b>



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xxx304940	7/26/18	HDR ENGINEERING INC	1200126900	Engineering Services	29,105.38	0.00	29,105.38	<b>\$29,105.38</b>
xxx304941	7/26/18	HANG HOANG	JUNE2018	DED Services/Training - Transportation	75.00	0.00	75.00	<b>\$75.00</b>
xxx304942	7/26/18	HDL SOFTWARE LLC	0012493-IN	Software Licensing & Support	13,418.60	0.00	13,418.60	<b>\$13,418.60</b>
xxx304943	7/26/18	HEXAGON TRANSPORTATION CONSULTANTS INC	11861	Consultants	7,856.13	0.00	7,856.13	<b>\$7,856.13</b>
xxx304944	7/26/18	HI TECH EMERGENCY VEHICLE SERVICE INC	160798	Auto Maint & Repair - Labor	4,370.00	0.00	4,370.00	<b>\$11,777.07</b>
			160798	Auto Maint & Repair - Materials	579.76	0.00	579.76	
			161042	Auto Maint & Repair - Labor	5,819.00	0.00	5,819.00	
			161042	Auto Maint & Repair - Materials	1,008.31	0.00	1,008.31	
xxx304945	7/26/18	ICE MACHINE RENTALS	44620	Miscellaneous Services	150.08	0.00	150.08	<b>\$150.08</b>
xxx304946	7/26/18	INFORMATION SERVICES DEPT	1800063377	Software As a Service	1,966.40	0.00	1,966.40	<b>\$1,966.40</b>
xxx304947	7/26/18	INFRASTRUCTURE ENGINEERING CORP	10685	Engineering Services	3,029.21	0.00	3,029.21	<b>\$4,139.21</b>
			10733	Engineering Services	1,110.00	0.00	1,110.00	
xxx304948	7/26/18	INSIGHT GLOBAL LLC	1050005981	Professional Services	3,410.00	0.00	3,410.00	<b>\$6,308.50</b>
			1050196231	Professional Services	2,898.50	0.00	2,898.50	
xxx304949	7/26/18	KOHLWEISS AUTO PARTS INC	01PR7101	Parts, Vehicles & Motor Equip	423.01	0.00	423.01	<b>\$2,657.08</b>
			01PR7736	Parts, Vehicles & Motor Equip	42.78	0.00	42.78	
			01PR7737	Parts, Vehicles & Motor Equip	11.38	0.00	11.38	
			01PR7763	Parts, Vehicles & Motor Equip	53.10	0.00	53.10	
			01PR8812	Parts, Vehicles & Motor Equip	18.60	0.00	18.60	
			01PR9141	Parts, Vehicles & Motor Equip	-9.30	0.00	-9.30	
			01PR9677	Parts, Vehicles & Motor Equip	210.43	0.00	210.43	
			01PR9681	Parts, Vehicles & Motor Equip	4.32	0.00	4.32	
			01PR9783	Parts, Vehicles & Motor Equip	44.56	0.00	44.56	
			01PS0158	Parts, Vehicles & Motor Equip	5.67	0.00	5.67	
			01PS0238	Parts, Vehicles & Motor Equip	11.45	0.00	11.45	
			01PS0470	Parts, Vehicles & Motor Equip	17.72	0.00	17.72	
			01PS0556	Parts, Vehicles & Motor Equip	45.35	0.00	45.35	
			01PS0564	Parts, Vehicles & Motor Equip	-11.63	0.00	-11.63	
			01PS0632	Parts, Vehicles & Motor Equip	45.41	0.00	45.41	
			01PS0669	Parts, Vehicles & Motor Equip	-45.35	0.00	-45.35	

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			01PS4970	Inventory Purchase	1,826.10	36.52	1,789.58	
xxx304951	7/26/18	L N CURTIS & SONS INC	INV194423	Clothing, Uniforms & Access	768.45	0.00	768.45	<b>\$1,880.25</b>
			INV196174	Supplies, Fire Protection	647.46	0.00	647.46	
			INV196882	Supplies, Fire Protection	464.34	0.00	464.34	
xxx304952	7/26/18	LANGUAGE SELECT LLC	63583	Miscellaneous Services	826.94	0.00	826.94	<b>\$826.94</b>
xxx304953	7/26/18	LAURA STEC	1497	City Wellness Program	1,325.00	0.00	1,325.00	<b>\$1,325.00</b>
xxx304954	7/26/18	LAW ENFORCEMENT PSYCHOLOGICAL SERV INC	1807115	Investigation Expense	2,700.00	0.00	2,700.00	<b>\$3,900.00</b>
			1807116	Investigation Expense	1,200.00	0.00	1,200.00	
xxx304955	7/26/18	LAWSON PRODUCTS INC	9305925412	Miscellaneous Equipment Parts & Supplies	261.81	0.00	261.81	<b>\$261.81</b>
xxx304956	7/26/18	LELAND SAYLOR & ASSOCIATES INC	0028312	Engineering Services	5,600.00	0.00	5,600.00	<b>\$5,600.00</b>
xxx304957	7/26/18	LETICIA GARCIA	805385-7515462	DED Services/Training - Books	44.48	0.00	44.48	<b>\$44.48</b>
xxx304958	7/26/18	MP EIGHT TREES LLC	LOAN2DRAW#2	Customer Loans Disbursed	161,029.30	0.00	161,029.30	<b>\$161,029.30</b>
xxx304959	7/26/18	MARK THOMAS & CO INC	30820	Consultants	8,648.54	0.00	8,648.54	<b>\$26,035.21</b>
			31058	Consultants	17,386.67	0.00	17,386.67	
xxx304960	7/26/18	MCMASTER CARR SUPPLY CO	65486747	General Supplies	68.21	0.00	68.21	<b>\$2,172.83</b>
			65488088	Supplies, Safety	289.67	0.00	289.67	
			65488089	Miscellaneous Equipment Parts & Supplies	328.25	0.00	328.25	
			65714125	General Supplies	44.29	0.00	44.29	
			65949207	Miscellaneous Equipment Parts & Supplies	1,392.59	0.00	1,392.59	
			66339714	General Supplies	49.82	0.00	49.82	
xxx304961	7/26/18	MINJIE LIN	CK REQ 18-248	DED Services/Training - Books	52.07	0.00	52.07	<b>\$52.07</b>
xxx304962	7/26/18	MOBIL SATELLITE TECHNOLOGIES	72308	Miscellaneous Services	3,300.00	0.00	3,300.00	<b>\$3,300.00</b>
xxx304963	7/26/18	MONTEREY MECHANICAL CO	70-2897	Equipment Maintenance & Repair Labor	4,224.00	0.00	4,224.00	<b>\$4,224.00</b>
xxx304964	7/26/18	MOUNTAIN VIEW GARDEN CENTER	94243	Materials - Land Improve	103.99	0.00	103.99	<b>\$1,278.04</b>
			94245	Materials - Land Improve	40.28	0.00	40.28	
			94255	Materials - Land Improve	152.60	0.00	152.60	
			94410	Materials - Land Improve	42.46	0.00	42.46	
			94494	Materials - Land Improve	358.23	0.00	358.23	
			94534	Materials - Land Improve	152.60	0.00	152.60	
			94583	Materials - Land Improve	266.78	0.00	266.78	
			94715	Materials - Land Improve	161.10	0.00	161.10	

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xxx304965	7/26/18	NET TRANSCRIPTS INC	0018630-IN	Investigation Expense	93.53		0.00	93.53	<b>\$93.53</b>
xxx304966	7/26/18	NIELSEN MERKSAMER PARRINELLO GROSS &	179358	Legal Services	11,017.00		0.00	11,017.00	<b>\$11,017.00</b>
xxx304967	7/26/18	OCCUPATIONAL TRAINING INSTITUTE	WIA-1404	DED Services/Training - Training	989.52		0.00	989.52	<b>\$2,264.60</b>
			WIA-1409	DED Services/Training - Training	1,275.08		0.00	1,275.08	
xxx304968	7/26/18	PLAY-WELL TEKNOLOGIES	DB15047	Rec Instructors/Officials	3,000.00		0.00	3,000.00	<b>\$7,375.00</b>
			DB15163	Rec Instructors/Officials	4,375.00		0.00	4,375.00	
xxx304969	7/26/18	QUALITY GLASS AND TINT	15191	Vehicles & Motorized Equip	225.00		0.00	225.00	<b>\$225.00</b>
xxx304970	7/26/18	RDO EQUIPMENT CO	P54981	Parts, Vehicles & Motor Equip	179.19		0.00	179.19	<b>\$735.18</b>
			P77103	Parts, Vehicles & Motor Equip	291.28		0.00	291.28	
			P77260	Parts, Vehicles & Motor Equip	264.71		0.00	264.71	
xxx304971	7/26/18	READYREFRESH BY NESTLE	08G0029664380	Food Products	86.65		0.00	86.65	<b>\$510.15</b>
			18F0025819772	General Supplies	31.72		0.00	31.72	
			18G0023249071	General Supplies	6.81		0.00	6.81	
			18G0023360647	General Supplies	6.81		0.00	6.81	
			18G0023956113	Food Products	24.91		0.00	24.91	
			18G0024199309	Miscellaneous Services	111.56		0.00	111.56	
			18G0028805083	General Supplies	51.68		0.00	51.68	
			18G5715636006	General Supplies	71.64		0.00	71.64	
			18G5736476002	General Supplies	6.81		0.00	6.81	
			18G5740153001	General Supplies	111.56		0.00	111.56	
xxx304973	7/26/18	ROYAL BRASS INC	870324-001	Miscellaneous Equipment Parts & Supplies	108.56		0.00	108.56	<b>\$108.56</b>
xxx304974	7/26/18	SCP DISTRIBUTORS LLC	36926164	Chemicals	1,293.42		0.00	1,293.42	<b>\$1,293.42</b>
xxx304975	7/26/18	SCUSD TRANSPORTATION	10-180	Travel Related Services	0.00		0.00	0.00	<b>\$4,640.00</b>
			18-180	Travel Related Services	455.00		0.00	455.00	
			18-191	Travel Related Services	2,053.00		0.00	2,053.00	
			18-196	Travel Related Services	570.00		0.00	570.00	
			18-202	Travel Related Services	1,172.00		0.00	1,172.00	
			18-213	Travel Related Services	390.00		0.00	390.00	
xxx304977	7/26/18	SAFETY KLEEN SYSTEMS INC	77093698	Chemicals	45.00		0.00	45.00	<b>\$45.00</b>
xxx304978	7/26/18	SAFEWAY INC	431963-071618	Food Products	33.90		0.00	33.90	<b>\$155.53</b>

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			433284-071818	Food Products	15.98	0.00	15.98	
			801972-071618	Food Products	37.85	0.00	37.85	
			803279-071818	Food Products	33.90	0.00	33.90	
			806721-071718	Food Products	33.90	0.00	33.90	
xxx304979	7/26/18	SAN FRANCISCO STATE UNIVERSITY	758780	DED Services/Training - Training	475.00	0.00	475.00	<b>\$475.00</b>
xxx304980	7/26/18	SANTA CLARA VLY TRANSPORTATION AUTHORITY	0000018947	DED Services/Training - Transportation	160.00	0.00	160.00	<b>\$220.00</b>
			0000018952	DED Services/Training - Transportation	60.00	0.00	60.00	
xxx304981	7/26/18	SCIENSATIONAL WORKSHOPS FOR KIDS INC	22137	Rec Instructors/Officials	6,460.00	0.00	6,460.00	<b>\$6,460.00</b>
xxx304982	7/26/18	SEN DUONG	JUNE2018	DED Services/Training - Transportation	75.00	0.00	75.00	<b>\$75.00</b>
xxx304983	7/26/18	SHRED-IT USA	8125067738	Records Related Services	186.30	0.00	186.30	<b>\$186.30</b>
xxx304984	7/26/18	SILICON VALLEY POLYTECHNIC INSTITUTE	06292018-578	DED Services/Training - Training	200.00	0.00	200.00	<b>\$800.00</b>
			06292018-579	DED Services/Training - Training	300.00	0.00	300.00	
			06292018-581	DED Services/Training - Training	300.00	0.00	300.00	
xxx304985	7/26/18	SPORTZANIA INC DBA SKYHAWKS SPORTS	SKY2018MJCA MPS	Rec Instructors/Officials	31,611.33	0.00	31,611.33	<b>\$33,769.04</b>
			SKY2018MJCNC	Rec Instructors/Officials	2,157.71	0.00	2,157.71	
xxx304986	7/26/18	STEVENS CREEK CHRYSLER JEEP DODGE	238502	Vehicles & Motorized Equip	301.22	0.00	301.22	<b>\$301.22</b>
xxx304987	7/26/18	STOP PROCESSING CENTER	17730	Financial Services	25.00	0.00	25.00	<b>\$25.00</b>
xxx304988	7/26/18	STUDIO EM GRAPHIC DESIGN	17135	Graphics Services	163.50	0.00	163.50	<b>\$354.25</b>
			17163	Graphics Services	109.00	0.00	109.00	
			17164	Graphics Services	81.75	0.00	81.75	
xxx304989	7/26/18	SUNBELT RENTALS INC	79699617-0001	Equipment Rental/Lease	1,739.86	0.00	1,739.86	<b>\$1,739.86</b>
xxx304990	7/26/18	SUNNYVALE BUILDING MAINTENANCE	100277	Professional Services	26,954.62	0.00	26,954.62	<b>\$26,954.62</b>
xxx304991	7/26/18	SUNNYVALE COMMUNITY SERVICES	CBDO2017/18-4	Outside Group Funding	99,480.76	0.00	99,480.76	<b>\$99,480.76</b>
xxx304992	7/26/18	SUNNYVALE TOWING INC	315553	Vehicle Towing Services	40.00	0.00	40.00	<b>\$160.00</b>
			316149	Vehicle Towing Services	40.00	0.00	40.00	
			316150	Vehicle Towing Services	40.00	0.00	40.00	
			317171	Vehicle Towing Services	40.00	0.00	40.00	
xxx304993	7/26/18	SUPPLYWORKS	447230392	Inventory Purchase	751.17	6.42	744.75	<b>\$693.41</b>
			447580143	Inventory Purchase	-51.34	0.00	-51.34	
xxx304994	7/26/18	SUZANNE LUFT	126	Rec Instructors/Officials	225.00	0.00	225.00	<b>\$225.00</b>

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xxx304995	7/26/18	TJKM	0047360	Engineering Services	62.50	0.00	62.50	<b>\$312.50</b>
			0047361	Engineering Services	250.00	0.00	250.00	
xxx304996	7/26/18	TARGET SPECIALTY PRODUCTS INC	PI0825357	Materials - Land Improve	3,290.60	0.00	3,290.60	<b>\$3,290.60</b>
xxx304997	7/26/18	TECHSMART ACADEMY	0020	Professional Services	3,000.00	0.00	3,000.00	<b>\$3,000.00</b>
xxx304998	7/26/18	TECHSPLOSION, INC	20150146	Rec Instructors/Officials	4,750.00	0.00	4,750.00	<b>\$8,075.00</b>
			20150161	Rec Instructors/Officials	3,325.00	0.00	3,325.00	
xxx304999	7/26/18	THE HEALTH TRUST	2	Outside Group Funding	2,451.74	0.00	2,451.74	<b>\$2,451.74</b>
xxx305000	7/26/18	THOMSON REUTERS WEST	838456097	Books & Publications	1,742.99	0.00	1,742.99	<b>\$1,742.99</b>
xxx305001	7/26/18	TOGOS SUNNYVALE	212	Food Products	445.00	0.00	445.00	<b>\$1,015.62</b>
			214	Food Products	238.00	0.00	238.00	
			215	Food Products	178.00	0.00	178.00	
			217	Food Products	89.00	0.00	89.00	
			218	Food Products	65.62	0.00	65.62	
xxx305002	7/26/18	TURF & INDUSTRIAL EQUIPMENT CO	IV26296	Parts, Vehicles & Motor Equip	240.03	0.00	240.03	<b>\$1,515.95</b>
			IV26401	Parts, Vehicles & Motor Equip	65.76	0.00	65.76	
			IV26403	Parts, Vehicles & Motor Equip	84.04	0.00	84.04	
			IV26439	Parts, Vehicles & Motor Equip	94.94	0.00	94.94	
			IV26540	Parts, Vehicles & Motor Equip	119.90	0.00	119.90	
			IV26542	Parts, Vehicles & Motor Equip	24.64	0.00	24.64	
			IV26576	Parts, Vehicles & Motor Equip	220.78	0.00	220.78	
			IV26577	Parts, Vehicles & Motor Equip	84.04	0.00	84.04	
			IV26585	Parts, Vehicles & Motor Equip	113.88	0.00	113.88	
			IV26594	Parts, Vehicles & Motor Equip	467.94	0.00	467.94	
xxx305003	7/26/18	TURF STAR INC	7017582-00	Parts, Vehicles & Motor Equip	857.39	0.00	857.39	<b>\$857.39</b>
xxx305004	7/26/18	UC REGENTS	1033083-183	DED Services/Training - Training	4,855.50	0.00	4,855.50	<b>\$4,855.50</b>
xxx305005	7/26/18	USDA-APHIS GENERAL	3002814501	Services Maintain Land Improv	842.48	0.00	842.48	<b>\$842.48</b>
xxx305006	7/26/18	ULRICK & ASSOC	1095	Engineering Services	360.00	0.00	360.00	<b>\$360.00</b>
xxx305007	7/26/18	UNIQUE MANAGEMENT SERVICES INC	464297	Financial Services	286.40	0.00	286.40	<b>\$286.40</b>
xxx305008	7/26/18	UNITED RENTALS	158653723-002	Equipment Rental/Lease	628.58	0.00	628.58	<b>\$628.58</b>
xxx305009	7/26/18	UNITED SITE SERVICES INC	114-6829980	Miscellaneous Services	215.31	0.00	215.31	<b>\$394.09</b>
			114-7003360	Equipment Rental/Lease	178.78	0.00	178.78	

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xxx305010	7/26/18	UNIVAR USA INC	SJ887844	Chemicals	4,015.47	0.00	4,015.47	<b>\$4,015.47</b>
xxx305011	7/26/18	UNIVERSITY OF CALIFORNIA SANTA CRUZ	57468	DED Services/Training - Training	600.00	0.00	600.00	<b>\$5,243.00</b>
			57614	DED Services/Training - Training	600.00	0.00	600.00	
			57672	DED Services/Training - Training	222.50	0.00	222.50	
			57720	DED Services/Training - Training	527.00	0.00	527.00	
			57726	DED Services/Training - Training	360.00	0.00	360.00	
			57740	DED Services/Training - Training	600.00	0.00	600.00	
			57770	DED Services/Training - Training	521.50	0.00	521.50	
			57787	DED Services/Training - Training	344.00	0.00	344.00	
			57793	DED Services/Training - Training	376.00	0.00	376.00	
			577982	DED Services/Training - Training	379.00	0.00	379.00	
			57913	DED Services/Training - Training	358.00	0.00	358.00	
			58074	DED Services/Training - Training	355.00	0.00	355.00	
xxx305012	7/26/18	VERDE DESIGN INC	6-1713500	Engineering Services	15,619.25	0.00	15,619.25	<b>\$15,619.25</b>
xxx305013	7/26/18	VERIZON WIRELESS	9810588182	Utilities - Mobile Phones - City Mobile Phones	50.34	0.00	50.34	<b>\$50.34</b>
xxx305014	7/26/18	VERN WASKOM COMPANY	32722	Inventory Purchase	464.83	0.00	464.83	<b>\$464.83</b>
xxx305015	7/26/18	VINCENT ELECTRIC MOTOR CO	0906255	Miscellaneous Equipment Parts & Supplies	610.16	0.00	610.16	<b>\$610.16</b>
xxx305016	7/26/18	VIRGIL INC	NOVA-5	Contracts/Service Agreements	7,500.00	0.00	7,500.00	<b>\$7,500.00</b>
xxx305017	7/26/18	W-TRANS	21119	Engineering Services	1,305.00	0.00	1,305.00	<b>\$1,305.00</b>
xxx305018	7/26/18	WOWZY CREATION CORP	90869	Customized Products	1,177.25	0.00	1,177.25	<b>\$1,177.25</b>
xxx305019	7/26/18	WATSON-MARLOW INC	SI068839	Misc Equip Maint & Repair - Labor	250.01	0.00	250.01	<b>\$350.01</b>
			SI068839	Misc Equip Maint & Repair - Materials	100.00	0.00	100.00	
xxx305020	7/26/18	WECO INDUSTRIES LLC	0041342-IN	Miscellaneous Equipment	375.00	0.00	375.00	<b>\$375.00</b>
xxx305021	7/26/18	WEST LITE SUPPLY CO INC	57623C	Electrical Parts & Supplies	327.00	0.00	327.00	<b>\$327.00</b>
xxx305022	7/26/18	WILSEY HAM	22193	Consultants	19,103.55	0.00	19,103.55	<b>\$21,947.01</b>
			22234	Consultants	2,843.46	0.00	2,843.46	
xxx305023	7/26/18	WITMER TYSON IMPORTS INC	T12659	Canine Program Expenditures	650.00	0.00	650.00	<b>\$650.00</b>
xxx305025	7/26/18	WORLD CUP SOCCER CAMPS AND CLINICS	WCS6182018	Rec Instructors/Officials	3,696.70	0.00	3,696.70	<b>\$3,696.70</b>
xxx305026	7/26/18	YWCA OF SILICON VALLEY	1718-827550 #4	Outside Group Funding	5,204.93	0.00	5,204.93	<b>\$5,204.93</b>
xxx305027	7/26/18	WAITER.COM INC	10626293564	Food Products	131.42	0.00	131.42	<b>\$131.42</b>

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xxx305028	7/26/18	ALBERT J SCOTT	AUGUST 2018	Insurances - Retiree Medical - Retiree Reimbursement	134.34	0.00	134.34	<b>\$134.34</b>
xxx305029	7/26/18	CHARLES S EANEFF JR	AUGUST 2018	Insurances - Retiree Medical - Retiree Reimbursement	929.24	0.00	929.24	<b>\$929.24</b>
xxx305030	7/26/18	DEAN CHU	AUGUST 2018	Insurances - Retiree Medical - Retiree Reimbursement	866.25	0.00	866.25	<b>\$866.25</b>
xxx305031	7/26/18	DEAN S RUSSELL	AUGUST 2018	Insurances - Retiree Medical - Retiree Reimbursement	1,261.79	0.00	1,261.79	<b>\$1,261.79</b>
xxx305032	7/26/18	DONKA CUSTOM CABINETS AND MILLWORK	206	Furniture	9,009.00	0.00	9,009.00	<b>\$9,009.00</b>
xxx305033	7/26/18	GAIL SWEGLES	AUGUST 2018	Insurances - Retiree Medical - Retiree Reimbursement	118.66	0.00	118.66	<b>\$118.66</b>
xxx305034	7/26/18	GRAINGER	9807951349	Hand Tools	481.75	0.00	481.75	<b>\$12,311.03</b>
			9807990081	Bldg Maint Matls & Supplies	509.46	0.00	509.46	
			9809269369	Hand Tools	1,375.77	0.00	1,375.77	
			9810137670	Miscellaneous Equipment Parts & Supplies	108.71	0.00	108.71	
			9810241993	Supplies, Safety	855.05	0.00	855.05	
			9810510637	Electrical Parts & Supplies	329.22	0.00	329.22	
			9811357475	Hand Tools	437.62	0.00	437.62	
			9815071098	Parts, Vehicles & Motor Equip	36.56	0.00	36.56	
			9816016969	Hand Tools	72.86	0.00	72.86	
			9816027867	Parts, Vehicles & Motor Equip	19.16	0.00	19.16	
			9816421029	General Supplies	387.46	0.00	387.46	
			9816562590	Bldg Maint Matls & Supplies	385.87	0.00	385.87	
			9817179634	Bldg Maint Matls & Supplies	633.25	0.00	633.25	
			9817491062	Hand Tools	438.61	0.00	438.61	
			9818020639	Hand Tools	480.28	0.00	480.28	
			9820617844	Bldg Maint Matls & Supplies	119.06	0.00	119.06	
			9821059368	Bldg Maint Matls & Supplies	80.53	0.00	80.53	
			9821262319	General Supplies	230.10	0.00	230.10	
			9821588739	Parts, Vehicles & Motor Equip	45.18	0.00	45.18	
			9821633543	Parts, Vehicles & Motor Equip	335.51	0.00	335.51	
			9821714319	General Supplies	1,426.08	0.00	1,426.08	

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			9822155736	Supplies, Vehicles/Motor Equip	306.32	0.00	306.32	
			9822346996	Parts, Vehicles & Motor Equip	97.29	0.00	97.29	
			9823146338	Electrical Parts & Supplies	335.94	0.00	335.94	
			9824503115	Bldg Maint Matls & Supplies	85.57	0.00	85.57	
			9824854096	Bldg Maint Matls & Supplies	1,141.38	0.00	1,141.38	
			9829087205	Hand Tools	213.21	0.00	213.21	
			9829223974	Bldg Maint Matls & Supplies	10.57	0.00	10.57	
			9830981412	Materials - Land Improve	218.04	0.00	218.04	
			9831364956	General Supplies	797.86	0.00	797.86	
			9831364964	Bldg Maint Matls & Supplies	158.20	0.00	158.20	
			9831595468	Materials - Land Improve	158.56	0.00	158.56	
xxx305038	7/26/18	KIRBY CANYON RECYCLING & DISPOSAL FAC	JUN2018	Landill Fees to be Allocated	788,766.93	0.00	788,766.93	<b>\$788,766.93</b>
xxx305039	7/26/18	KLAUS DAEHNE	AUGUST 2018	Insurances - Retiree Medical - Retiree Reimbursement	565.43	0.00	565.43	<b>\$565.43</b>
xxx305040	7/26/18	MARK ROGGE	AUGUST 2018	Insurances - Retiree Medical - Retiree Reimbursement	53.36	0.00	53.36	<b>\$53.36</b>
xxx305041	7/26/18	NANCY BOLGARD STEWARD	AUGUST 2018	Insurances - Retiree Medical - Retiree Reimbursement	929.24	0.00	929.24	<b>\$929.24</b>
xxx305042	7/26/18	PACIFIC GAS & ELECTRIC CO	32702441030618	Utilities - Electric	427.39	0.00	427.39	<b>\$46,926.59</b>
			32709321910618	Utilities - Electric	151.04	0.00	151.04	
			32725920040618	Utilities - Electric	36.45	0.00	36.45	
			32725920070618	Utilities - Electric	13.97	0.00	13.97	
			32725920140618	Utilities - Electric	33.58	0.00	33.58	
			32725920350618	Utilities - Gas	8.66	0.00	8.66	
			32725921110618	Utilities - Electric	16.25	0.00	16.25	
			32725921170618	Utilities - Electric	58.09	0.00	58.09	
			32725921260618	Utilities - Electric	9.39	0.00	9.39	
			32725921320618	Utilities - Electric	100.74	0.00	100.74	
			32725921430618	Utilities - Electric	2.90	0.00	2.90	
			32725921480618	Utilities - Electric	124.39	0.00	124.39	
			32725921490618	Utilities - Electric	12.18	0.00	12.18	



**List of All Claims and Bills Approved for Payment**  
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			32725921610618	Utilities - Electric	41.99	0.00	41.99	
			32725921710618	Utilities - Electric	125.69	0.00	125.69	
			32725921790618	Utilities - Electric	1.77	0.00	1.77	
			32725921800618	Utilities - Electric	17.07	0.00	17.07	
			32725922050618	Utilities - Electric	41.69	0.00	41.69	
			32725922090618	Utilities - Electric	1,404.47	0.00	1,404.47	
			32725922410618	Utilities - Electric	695.76	0.00	695.76	
			32725922520618	Utilities - Electric	270.34	0.00	270.34	
			32725922580618	Utilities - Electric	104.15	0.00	104.15	
			32725922850618	Utilities - Electric	4.34	0.00	4.34	
			32725923120618	Utilities - Electric	76.06	0.00	76.06	
			32725923350618	Utilities - Electric	93.89	0.00	93.89	
			32725923370618	Utilities - Electric	6.84	0.00	6.84	
			32725923400618	Utilities - Electric	17.25	0.00	17.25	
			32725923710618	Utilities - Electric	12.49	0.00	12.49	
			32725923770618	Utilities - Electric	244.00	0.00	244.00	
			32725923850618	Utilities - Electric	40.03	0.00	40.03	
			32725924030618	Utilities - Electric	432.70	0.00	432.70	
			32725924040618	Utilities - Electric	117.48	0.00	117.48	
			32725924170618	Utilities - Electric	110.66	0.00	110.66	
			32725924960618	Utilities - Electric	676.80	0.00	676.80	
			32725924970618	Utilities - Electric	12.37	0.00	12.37	
			32725925000618	Utilities - Electric	172.28	0.00	172.28	
			32725925010618	Utilities - Electric	36.99	0.00	36.99	
			32725925200618	Utilities - Electric	397.12	0.00	397.12	
			32725925210618	Utilities - Electric	75.13	0.00	75.13	
			32725925230618	Utilities - Electric	156.80	0.00	156.80	
			32725925370618	Utilities - Electric	135.39	0.00	135.39	
			32725925630618	Utilities - Electric	1,949.64	0.00	1,949.64	
			32725925690618	Utilities - Electric	25.90	0.00	25.90	
			32725925890618	Utilities - Electric	385.22	0.00	385.22	

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			32725926210618	Utilities - Electric	254.18	0.00	254.18	
			32725926440618	Utilities - Electric	757.61	0.00	757.61	
			32725926470618	Utilities - Electric	745.60	0.00	745.60	
			32725926830618	Utilities - Electric	333.00	0.00	333.00	
			32725926850618	Utilities - Electric	203.20	0.00	203.20	
			32725926870618	Utilities - Electric	0.64	0.00	0.64	
			32725926940618	Utilities - Electric	383.02	0.00	383.02	
			32725926950618	Utilities - Electric	23.50	0.00	23.50	
			32725927040618	Utilities - Electric	11.78	0.00	11.78	
			32725927250618	Utilities - Electric	146.03	0.00	146.03	
			32725927290618	Utilities - Electric	3.11	0.00	3.11	
			32725927340618	Utilities - Electric	316.83	0.00	316.83	
			32725927360618	Utilities - Gas	275.98	0.00	275.98	
			32725927380618	Utilities - Electric	88.51	0.00	88.51	
			32725927400618	Utilities - Electric	52.96	0.00	52.96	
			32725927510618	Utilities - Electric	402.34	0.00	402.34	
			32725927630618	Utilities - Electric	1,068.14	0.00	1,068.14	
			32725927680618	Utilities - Electric	1.01	0.00	1.01	
			32725928000618	Utilities - Electric	184.95	0.00	184.95	
			32725928250618	Utilities - Electric	17.00	0.00	17.00	
			32725929100618	Utilities - Electric	0.95	0.00	0.95	
			32725929140618	Utilities - Electric	36.42	0.00	36.42	
			32725929220618	Utilities - Electric	639.89	0.00	639.89	
			32725929250618	Utilities - Electric	0.85	0.00	0.85	
			32725929280618	Utilities - Electric	31.15	0.00	31.15	
			32725929390618	Utilities - Electric	53.19	0.00	53.19	
			32725929440618	Utilities - Electric	348.76	0.00	348.76	
			32725929750618	Utilities - Electric	91.65	0.00	91.65	
			32730750560618	Utilities - Electric	311.16	0.00	311.16	
			32753650070618	Utilities - Electric	290.99	0.00	290.99	
			32754254880618	Utilities - Electric	144.72	0.00	144.72	

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Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
			32784398000618	Utilities - Electric	251.38	0.00	251.38	
			32799419320618	Utilities - Gas	9.72	0.00	9.72	
			35922924580618	Utilities - Electric	22.06	0.00	22.06	
			36207652980618	Utilities - Electric	63.24	0.00	63.24	
			52896844240618	Utilities - Gas	298.82	0.00	298.82	
			52896847890618	Utilities - Electric	803.57	0.00	803.57	
			60209026830618	Utilities - Electric	7.95	0.00	7.95	
			60211953740618	Utilities - Electric	3.41	0.00	3.41	
			60225901000618	Utilities - Electric	10.51	0.00	10.51	
			60225901010618	Utilities - Electric	388.42	0.00	388.42	
			60225901310618	Utilities - Electric	12.66	0.00	12.66	
			60225901820618	Utilities - Electric	6.49	0.00	6.49	
			60225902010618	Utilities - Electric	148.79	0.00	148.79	
			60225902290618	Utilities - Electric	26.32	0.00	26.32	
			60225902530618	Utilities - Electric	2,684.96	0.00	2,684.96	
			60225902660618	Utilities - Electric	488.77	0.00	488.77	
			60225902810618	Utilities - Electric	277.18	0.00	277.18	
			60225902950618	Utilities - Electric	32.60	0.00	32.60	
			60225903300618	Utilities - Electric	63.93	0.00	63.93	
			60225903370618	Utilities - Electric	2.38	0.00	2.38	
			60225903550618	Utilities - Electric	105.02	0.00	105.02	
			60225904200618	Utilities - Electric	1,292.85	0.00	1,292.85	
			60225904270618	Utilities - Electric	3.65	0.00	3.65	
			60225904460618	Utilities - Electric	1.11	0.00	1.11	
			60225904500618	Utilities - Electric	5.31	0.00	5.31	
			60225905410618	Utilities - Electric	28.07	0.00	28.07	
			60225906090618	Utilities - Electric	5,418.18	0.00	5,418.18	
			60225906400618	Utilities - Electric	4.74	0.00	4.74	
			60225906510618	Utilities - Electric	1,321.49	0.00	1,321.49	
			60225906590618	Utilities - Electric	33.53	0.00	33.53	
			60225906650618	Utilities - Electric	59.85	0.00	59.85	

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			60225906780618	Utilities - Electric	4,597.15	0.00	4,597.15	
			60225906940618	Utilities - Electric	2,232.07	0.00	2,232.07	
			60225906980618	Utilities - Electric	237.50	0.00	237.50	
			60225907190618	Utilities - Electric	777.67	0.00	777.67	
			60225907630618	Utilities - Electric	2.75	0.00	2.75	
			60225907690618	Utilities - Electric	138.51	0.00	138.51	
			60225907730618	Utilities - Electric	25.25	0.00	25.25	
			60225907760618	Utilities - Electric	11.48	0.00	11.48	
			60225908160618	Utilities - Electric	2,188.36	0.00	2,188.36	
			60225908170618	Utilities - Electric	25.62	0.00	25.62	
			60225908610618	Utilities - Electric	30.19	0.00	30.19	
			60225908940618	Utilities - Electric	36.20	0.00	36.20	
			60243005770618	Utilities - Electric	1.34	0.00	1.34	
			65170651530618	Utilities - Electric	973.64	0.00	973.64	
			72891152060618	Utilities - Electric	10.06	0.00	10.06	
			91475900360618	Utilities - Electric	106.84	0.00	106.84	
			91475900450618	Utilities - Gas	19.49	0.00	19.49	
			91475901220618	Utilities - Electric	32.57	0.00	32.57	
			91475903190618	Utilities - Electric	83.93	0.00	83.93	
			91475903550618	Utilities - Electric	349.59	0.00	349.59	
			91475904100618	Utilities - Electric	557.61	0.00	557.61	
			91475904310618	Utilities - Electric	227.41	0.00	227.41	
			91475904900618	Utilities - Electric	65.23	0.00	65.23	
			91475906250618	Utilities - Electric	180.90	0.00	180.90	
			91475906620618	Utilities - Electric	345.68	0.00	345.68	
			91475907050618	Utilities - Electric	153.63	0.00	153.63	
			91475907470618	Utilities - Electric	562.75	0.00	562.75	
			91475907600618	Utilities - Electric	435.63	0.00	435.63	
			91475907800618	Utilities - Electric	357.30	0.00	357.30	
			91475908690618	Utilities - Electric	367.95	0.00	367.95	
			91475909640618	Utilities - Electric	756.13	0.00	756.13	

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			91475909790618	Utilities - Electric	827.65	0.00	827.65	
			96226800430618	Utilities - Electric	71.45	0.00	71.45	
			96226804090618	Utilities - Electric	151.56	0.00	151.56	
			97331850980618	Utilities - Electric	12.08	0.00	12.08	
xxx305053	7/26/18	ROBERT VAN HEUSEN	AUGUST 2018	Insurances - Retiree Medical - Retiree Reimbursement	575.14	0.00	575.14	<b>\$575.14</b>
xxx305054	7/26/18	STATE WATER RESOURCES CONTROL BOARD	MARTINEZ 2EXAM	Membership Fees	110.00	0.00	110.00	<b>\$110.00</b>
xxx305055	7/26/18	STEPHEN QUICK	AUGUST 2018	Insurances - Retiree Medical - Retiree Reimbursement	1,245.04	0.00	1,245.04	<b>\$1,245.04</b>
xxx305056	7/26/18	THE CALIFORNIA ENDOWMENT	NOV/13/2018	Meetings	100.00	0.00	100.00	<b>\$100.00</b>
xxx305057	7/26/18	PALO ALTO MEDICAL FOUNDATION	BL054345 18-19	Business License Tax	628.70	0.00	628.70	<b>\$628.70</b>
xxx002717	7/27/18	PUBLIC EMPLOYEES RETIREMENT SYSTEM	950002717	Retirement Benefits - Misc Tier 1 & 2 Employer Required Cont.	178,203.19	0.00	178,203.19	<b>\$675,111.92</b>
			950002717	Retirement Benefits - Misc Tier 1&2 Employer Paid Member Cont.	71,402.36	0.00	71,402.36	
			950002717	Retirement Benefits - Misc PEPRA Employer Required Cont.	75,228.15	0.00	75,228.15	
			950002717	Retirement Benefits - Safety Tier 1&2 Employer Required Cont.	211,985.56	0.00	211,985.56	
			950002717	Retirement Benefits - Safety Tier 1&2 Emplyr Paid Member Cont	93,186.95	0.00	93,186.95	
			950002717	Retirement Benefits - Safety PEPRA Employer Required Cont.	45,105.71	0.00	45,105.71	
xxx002719	7/24/18	PERS DEFERRED COMPENSATION PLAN 457	950002719	Retirement Benefits - Deferred Comp - City Portion	13,048.77	0.00	13,048.77	<b>\$78,948.35</b>
			950002719	Retirement Benefits - PARS	2,075.36	0.00	2,075.36	
			950002719	Employer Taxes - FICA - Total	1,319.74	0.00	1,319.74	
			950002719	Employer Taxes - Medicare - Total	62,504.48	0.00	62,504.48	
xxx002720	7/25/18	INTERNAL REVENUE SERVICE		Employer Taxes - Medicare - Total	15.26	0.00	15.26	<b>\$15.26</b>
xxx100750	7/24/18	SPECIALTY SOLID WASTE & RECYCLING INC	JUN2018	Franchise - Specialty Garbage	-163,825.69	0.00	-163,825.69	<b>\$1,422,245.73</b>
			JUN2018	Refuse Serv Fees - Specialty	-167,430.16	0.00	-167,430.16	
			JUN2018	Pymt to Franch Garb Collector	1,753,501.58	0.00	1,753,501.58	
xxx100751	7/24/18	WELLS FARGO BANK	07202018	Purchasing Card Statement	164,259.14	0.00	164,259.14	<b>\$164,259.14</b>

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xxx100752	7/25/18	WELLS FARGO BANK	06202018	Purchasing Card Statement	161,232.97	0.00	161,232.97	<b>\$161,232.97</b>
xxx906411	7/24/18	ACCLAMATION INSURANCE MANAGEMENT		Workers' Compensation - Claims	120,248.76	0.00	120,248.76	<b>\$120,248.76</b>
xxx906413	7/26/18	ACCLAMATION INSURANCE MANAGEMENT		Workers' Compensation - Claims	67,349.81	0.00	67,349.81	<b>\$67,349.81</b>
<b>Grand Total Payment Amount</b>								<b><u>\$7,837,817.90</u></b>



# City of Sunnyvale

## Agenda Item

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18-0589

Agenda Date: 8/14/2018

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### REPORT TO COUNCIL

#### SUBJECT

Reject All Bids Received for the Maude Avenue Bikeway and Streetscape Project (PW18-06)

#### REPORT IN BRIEF

Approval is requested to reject all bids received in response to Invitation for Bids PW18-06 for the Maude Avenue Bikeway and Streetscape Project. The bids exceed the available budget.

#### EXISTING POLICY

Section 2.09.140(b) of the Municipal Code permits the City Council to reject bids or proposals received in response to formal competitive bid solicitations. This Code section also provides that "if all bids are rejected, the City has the discretion to re-advertise."

#### 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

Capital Project 831120, Maude Avenue Bikeways and Streetscape Project, was created to install bike lanes along Maude Avenue, from Fair Oaks Avenue to North Mathilda Avenue. It includes a test pilot project for bike lanes from Mathilda Avenue to Borregas Avenue. Improvements at the Sunnyvale Avenue intersection include removal of the existing pork chop islands, elimination of a northbound to eastbound free right turn lane and installation of new crosswalks. Vehicle and pedestrian detection system installation at select locations, ADA upgrades and minor pavement improvements are also part of the scope of this project.

The design was completed by Kimley-Horn and Associates and the test pilot program of the bike lanes has since been successfully implemented. An Invitation for Bids was issued on April 6, 2018. Two bids were received in the amounts of \$1,551,268 from Redgwick Construction Company and \$1,675,918, from Golden Bay Construction Inc. as detailed in Attachment 1. The low bid is 18% higher than the engineer's estimate.

The low bid, plus a 10% contingency, exceed the available funds for this project. Although recent re-bid trends do not necessarily result in lower bids, rejecting the bids will allow staff an opportunity to reevaluate the project to lower the costs. Staff proposes to rebid the project with the goal of remaining within the construction budget.

**FISCAL IMPACT**

No fiscal impact results from rejecting the bids. If bid pricing remains high when staff re-bids the project, a Budget Modification may be necessary if the total cost exceeds the available budget.

**Funding Source**

Funding for design and construction is budgeted in Capital Project 831120, Maude Avenue Bikeways and Streetscapes. A Federal grant in the amount of \$918,100 will provide funding for the construction portion of the project and will be recognized and appropriated with the award of construction. Should construction funding be insufficient, staff will return with an additional budget modification at that time. It is also expected that additional funds for design and preparation of re-bid documents will be requested from the traffic impact fee 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**

Reject all bids received in response to Invitation for Bids PW18-06 for the Maude Avenue Bikeway and Streetscape Project.

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 . PW18-06</b>				<b>Redgwick Construction Co</b>		<b>Golden Bay Construction, Inc.</b>		
<b><u>Maude Ave Bikeway &amp; Streetscape</u></b>				<b>21 Hegenberger Ct.</b>		<b>3826 Depot Rd.</b>		
<b><u>TR-15/03-17</u></b>				<b>Oakland, CA 94621</b>		<b>Hayward, CA 94545</b>		
				<b>Bob Rahebi</b>		<b>Johnny Zanette</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	Mobilization	LS	1	\$69,000.00	\$69,000.00	\$79,850.00	\$79,850.00	
2	Traffic Control	LS	1	\$134,557.00	\$134,557.00	\$143,133.00	\$143,133.00	
3	Prepare Water Pollution Control Program	LS	1	\$18,000.00	\$18,000.00	\$5,000.00	\$5,000.00	
4	Clearing and Grubbing	LS	1	\$19,500.00	\$19,500.00	\$85,000.00	\$85,000.00	
5	Project Information Sign	EA	2	\$1,500.00	\$3,000.00	\$1,200.00	\$2,400.00	
6	Lead Compliance Plan	LS	1	\$2,000.00	\$2,000.00	\$2,025.00	\$2,025.00	
7	Pavement Failure Repair	SF	8,560	\$9.75	\$83,460.00	\$14.25	\$121,980.00	
8	Base Failure Repair	SF	815	\$19.00	\$15,485.00	\$24.00	\$19,560.00	
9	Slurry Seal (Type III)	SY	19,740	\$3.35	\$66,129.00	\$3.60	\$71,064.00	
10	Crack Sealing	LS	1	\$17,000.00	\$17,000.00	\$18,000.00	\$18,000.00	
11	Roadway Excavation	CY	535	\$205.00	\$109,675.00	\$225.00	\$120,375.00	
12	Hot Mix Asphalt (Type A)	TON	406	\$200.00	\$81,200.00	\$225.00	\$91,350.00	
13	Minor Concrete (Driveway)	SF	615	\$35.00	\$21,525.00	\$24.00	\$14,760.00	
14	Minor Concrete (Type II Curb)	LF	290	\$102.00	\$29,580.00	\$75.00	\$21,750.00	
15	Minor Concrete (Type A1-6 Curb)	LF	130	\$70.00	\$9,100.00	\$65.00	\$8,450.00	
16	Minor Concrete (Sidewalk)	SF	1,850	\$22.00	\$40,700.00	\$21.00	\$38,850.00	
17	Minor Concrete (Curb Ramp)	EA	20	\$8,000.00	\$160,000.00	\$5,500.00	\$110,000.00	
18	Thermoplastic Pavement Marking (White)	SF	2,682	\$5.00	\$13,410.00	\$5.50	\$14,751.00	
19	Thermoplastic Pavement Marking (Yellow)	SF	1,045	\$5.00	\$5,225.00	\$5.50	\$5,747.50	
20	Thermoplastic Pavement Marking (Green)	SF	2,900	\$13.50	\$39,150.00	\$19.00	\$55,100.00	
21	Thermoplastic Traffic Stripe (Detail 9)	LF	1,390	\$0.90	\$1,251.00	\$1.00	\$1,390.00	
22	Thermoplastic Traffic Stripe (Detail 22)	LF	2,745	\$1.75	\$4,803.75	\$2.00	\$5,490.00	
23	Thermoplastic Traffic Stripe (Detail 27B)	LF	25	\$0.75	\$18.75	\$0.75	\$18.75	
24	Thermoplastic Traffic Stripe (Detail 32)	LF	1015	\$2.70	\$2,740.50	\$3.25	\$3,298.75	
25	Thermoplastic Traffic Stripe (Detail 38)	LF	1,270	\$1.50	\$1,905.00	\$1.75	\$2,222.50	
26	Thermoplastic Traffic Stripe (Detail 39)	LF	7,235	\$1.00	\$7,235.00	\$1.25	\$9,043.75	
27	Thermoplastic Traffic Stripe (Detail 39A)	LF	3,685	\$0.95	\$3,500.75	\$1.25	\$4,606.25	
28	Roadside Sign (Metal Post)	EA	13	\$355.00	\$4,615.00	\$465.00	\$6,045.00	
29	Paint Curb (Red)	LF	110	\$3.50	\$385.00	\$4.00	\$440.00	
30	Paint Curb (White)	LF	5	\$3.50	\$17.50	\$4.00	\$20.00	
31	Replace Existing Inlet Grate	EA	16	\$800.00	\$12,800.00	\$725.00	\$11,600.00	
32	Furnish and Install Landscaping	LS	1	\$55,000.00	\$55,000.00	\$27,000.00	\$27,000.00	
33	Furnish and Install Irrigation System	LS	1	\$28,000.00	\$28,000.00	\$67,450.00	\$67,450.00	
34	Plant Establishment and Maintenance (180 days)	LS	1	\$3,000.00	\$3,000.00	\$4,050.00	\$4,050.00	
35	Signal Modification (Maude Ave and Sunnyvale Ave)	LS	1	\$355,000.00	\$355,000.00	\$303,298.00	\$303,298.00	

<b>Invitation for Bids No . PW18-06</b>				<b>Redgwick Construction Co</b>		<b>Golden Bay Construction, Inc.</b>		
<b><u>Maude Ave Bikeway &amp; Streetscape</u></b>				<b>21 Hegenberger Ct.</b>		<b>3826 Depot Rd.</b>		
<b><u>TR-15/03-17</u></b>				<b>Oakland, CA 94621</b>		<b>Hayward, CA 94545</b>		
				<b>Bob Rahebi</b>		<b>Johnny Zanette</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>	
36	Modify Existing IRWL System (Maude Ave and Bayview Ave)	LS	1	\$82,000.00	\$82,000.00	\$119,899.00	\$119,899.00	
37	Roadway Excavation (Additional Pavement Conform Areas) (Revocable)	CY	60	\$130.00	\$7,800.00	\$173.00	\$10,380.00	
38	Hot Mix Asphalt (Type A) (Additional Pavement Conform Areas) (Revocable)	TON	120	\$200.00	\$24,000.00	\$183.00	\$21,960.00	
39	Dispose of Pavement Fabric (Revocable)	SF	6,000	\$0.65	\$3,900.00	\$1.00	\$6,000.00	
40	Pavement and Base Failure Repair (Additional Excavated Depths) (Revocable)	CY	58	\$200.00	\$11,600.00	\$645.00	\$37,410.00	
41	Adjust Water Meter Box	EA	1	\$500.00	\$500.00	\$350.00	\$350.00	
42	Relocate Water Meter	EA	1	\$3,500.00	\$3,500.00	\$4,800.00	\$4,800.00	
	<b>BID TOTAL</b>				<b>\$1,551,268.25</b>		<b>\$1,675,917.50</b>	
	Surety			10% Bid Bond*		10% Bid Bond		
	Primary License			A		A		
	Subs			Bond Black Top		Chrisp Co		
				Chrisp Company		Bond Blacktop		
				R&R Maher Construction		Bear Electrical		
				Poms Landscaping, Inc.		Lonestar Landscape		
				All City Trucking		Stoloski & Gonzalez		
				ABSL Const				
				Brown & Fesler Inc				
*Redgwick provided an esecuted bid bond dated before the bid opening, after the bid opening. This bid irregularity is recommended to be waived as an immaterial defect.								



# City of Sunnyvale

## Agenda Item

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18-0593

Agenda Date: 8/14/2018

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### REPORT TO COUNCIL

#### **SUBJECT**

Award of Contract for Professional Design Services Associated with the Rehabilitation of Storm Drain Outfall (F18-179)

#### **REPORT IN BRIEF**

Approval is requested to award a contract to BKF Engineers of Redwood City, in an amount not to exceed \$170,427 (\$150,125 for professional design services and \$20,302 for optional services, including biological construction monitoring and attendance of meetings and hearings), associated with the Rehabilitation of Storm Drain Outfall into Stevens Creek at Remington Court. Approval is also requested for a 15% design contingency in the amount of \$25,564.

#### **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. Consistent with Section 2.08.070(14) of the Municipal Code, where competitive bids or proposals have been solicited and no bid or proposal has been received, the city manager may proceed to have the services performed or the goods procured without further competitive bidding.

#### **ENVIRONMENTAL REVIEW**

The award is for the design phase of the project and is not a project with 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. Typically, rehabilitation of existing facilities at the same location with the same purpose and capacity is exempt from CEQA pursuant to CEQA Guidelines Section 15302.

In March 2017, Public Works staff hired Redtail Consulting, an environmental specialist to perform a site visit and a search of the California Natural Diversity Database (CNDDB) for the project. The result of the search shows that the central California coast steelhead, which is federally listed as threatened, is known to be present in Stevens Creek, which is within the project site.

Pursuant to CEQA Guidelines Section 15300.2[b] if critical habitat is of concern within the project site, CEQA review will be required. An initial study and mitigated negative declaration (IS/MND) will be appropriate and will be conducted by the subconsultant retained under the contract.

#### **BACKGROUND AND DISCUSSION**

The City has capital funding for the repair, replacement, and rehabilitation of storm drain pipes. It additionally provides for repair, replacement, or rehabilitation of associated storm water conveyance

components that include: storm drain outfalls, manholes, catch basins, and drain inlets.

The Rehabilitation of Storm Drain project intends to rehabilitate the storm drain outfall structure located in the Stevens Creek channel. The project site is west of the Remington Drive and Remington Court intersection. Several sections of the existing 60" corrugated metal pipe, including a flap gate, have separated from the storm pipe exiting the creek embankment. The creek bank surrounding the outfall structure and the protective cement sack riprap (material used to armor shorelines, streambeds, bridge abutments, pilings and other shoreline structures against scour and water or ice erosion) has been undermined. The rehabilitation is necessary to assure storm water conveyance and mitigate system failure. Repair alternatives will be identified by the qualified consultant.

A Request for Proposal (RFP) process was utilized to solicit proposals from qualified engineering design firms. The RFP specifications were prepared by Public Works and Purchasing staff. The RFP was directly distributed to 10 Bay Area design firms and posted on the DemandStar public procurement network. Proposals were due on January 25, 2018 and no proposals were received. After consulting with Purchasing, Public Works contacted two qualified consultants, BKF Engineers and MNS Engineers, to request proposals demonstrating qualifications, experience, and staffing. Both firms submitted proposals by the date of March 1, 2018. The review panel from the Environmental Services Department and Public Works Department reviewed the proposals. Staff selected BKF Engineers based on their experience and project approach. Staff also reviewed their cost proposals and BKF Engineers presented the lowest cost for completing base services.

Due to the project's proximity and potential impact within the channel, contingency in the amount of 15% is requested to cover any unforeseen permitting or environmental review.

### **FISCAL IMPACT**

Project costs are as follows:

Project Design (including bid and construction report)	\$150,125
Optional Services	\$20,302
Contingency (15%)	<u>\$25,564</u>
Total Cost	\$195,991

### **Funding Source**

This project is funded by the General Fund. Budgeted funding is available in Capital Project 825362.

### **PUBLIC CONTACT**

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

### **RECOMMENDATION**

1) Award a contract to BKF Engineers of Redwood City in the amount not to exceed \$170,427 for professional design services associated with the Rehabilitation of Storm Drain Outfall into Stevens Creek at Remington Court 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;

and 2) approve a 15% contingency in the amount of \$25,564.

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 Consultant Services Agreement

**CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF SUNNYVALE AND BKF  
ENGINEERS FOR THE REHABILITATION OF STORM DRAIN OUTFALL**

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

WHEREAS, CITY desires to secure professional services necessary for development of a safe and efficient design, preparation of bid documents for Public Works competitive bidding and, construction support for the Rehabilitation of Storm Drain Outfall project in conjunction with Request for Proposal F18-179 and

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

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONSULTANT

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

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

2. Notice to Proceed/Completion of Services

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

3. Time for Performance

The term of this Agreement shall be from the date of execution through project construction, unless otherwise terminated. CONSULTANT shall deliver the agreed upon services

to CITY as specified in Exhibit "A". Extensions of time may be granted by the City Manager upon a showing of good cause.

4. Payment of Fees and Expenses

Payments shall be made to CONSULTANT on a monthly basis as set forth in the attached Exhibit "B" entitled "Compensation Schedule." All compensation will be based on monthly billings as provided in Exhibit "B." Compensation will not be due until said detailed billing is submitted to CITY within a reasonable time before payment is expected to allow for normal CITY processing. An estimate of the percent of total completion associated with the various categories of the services shall be furnished by CONSULTANT with said billing. When applicable, copies of pertinent financial records will be included with the submission of billing(s) for all direct reimbursables. Compensation shall not exceed the amounts set forth in Exhibit "B" for each phase, and shall include services as identified in Exhibit "A" in the amount of One Hundred Fifty Thousand One Hundred Twenty Five and No/100 dollars (\$150,125) for the duration of the contract, as well as optional services in an amount not to exceed (Twenty Thousand Three Hundred Two and No/100 dollars) (\$20,302) for the duration of the contract. In no event shall the total amount of compensation payable under this agreement exceed the sum of One Hundred Seventy Thousand Four Hundred Twenty Seven and No/100 dollars (\$170,427) unless upon written modification of this Agreement. All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707.

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

5. No Assignment of Agreement

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

6. Consultant is an Independent Contractor

CONSULTANT is not an agent or employee of CITY but is an independent contractor with full rights to manage its employees subject to the requirements of the law. All persons employed by CONSULTANT in connection with this Agreement will be employees of CONSULTANT and

not employees of CITY in any respect. CONSULTANT is responsible for obtaining statutory Workers' Compensation coverage for its employees.

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

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

8. Standard of Workmanship

CONSULTANT represents and maintains that it is skilled in the professional calling necessary to perform the services and its duties and obligations, expressed and implied, contained herein, and CITY expressly relies upon CONSULTANT's representations regarding its skills and knowledge. CONSULTANT shall perform such services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California.

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

9. Responsibility of CONSULTANT

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

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

10. Right of CITY to Inspect Records of CONSULTANT

CITY, through its authorized employees, representatives, or agents, shall have the right, at any and all reasonable times, to audit the books and records including, but not limited to, invoices, vouchers, canceled checks, time cards of CONSULTANT for the purpose of verifying any and all charges made by CONSULTANT in connection with this Agreement. CONSULTANT shall maintain for a minimum period of three (3) years from the date of final payment to



CONSULTANT or for any longer period required by law, sufficient books and records in accordance with generally accepted accounting practices to establish the correctness of all charges submitted to CITY by CONSULTANT. Any expenses not so recorded shall be disallowed by CITY.

11. Confidentiality of Material

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

12. No Pledging of CITY's Credit

Under no circumstances shall CONSULTANT have the authority or power to pledge the credit of CITY or incur any obligation in the name of CITY.

13. Ownership of Material

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

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

14. Hold Harmless/Indemnification

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

15. Insurance Requirements

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

16. No Third Party Beneficiary

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

17. Notices

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

To CITY:                      Chip Taylor, Director of Public Works  
Department of Public Works  
CITY OF SUNNYVALE  
P. O. Box 3707  
Sunnyvale, CA 94088-3707

To CONSULTANT:      BKF Engineers  
Attn: Sravan Paladugu, PE  
255 Shoreline Drive, Suite 200  
Redwood City, CA 94065

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

18. Waiver

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

19. Amendments

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

20. Integrated Agreement

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

21. Conflict of Interest

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

22. California Agreement

This Agreement has been entered into in the State of California and this Agreement shall be governed by California law.

23. Records, Reports and Documentation

CONSULTANT shall maintain complete and accurate records of its operation, including any and all additional records required by CITY in writing. CONSULTANT shall submit to CITY any and all reports concerning its performance under this Agreement that may be requested by CITY in writing. CONSULTANT agrees to assist CITY in meeting CITY's reporting requirements to the state and other agencies with respect to CONSULTANT's work hereunder. All records, reports and documentation relating to the work performed under this Agreement shall be made available to City during the term of this Agreement.

24. Termination of Agreement

- A. If CONSULTANT defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be compensated in proportion to the percentage of satisfactory services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONSULTANT shall present CITY with any work product completed at that point in time.
- B. Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY also shall have the right to terminate this Agreement for any reason upon ten (10) days' written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be compensated in proportion to the percentage of services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONSULTANT shall present CITY with any work product completed at that point in time.

- C. If CITY fails to pay CONSULTANT, CONSULTANT at its option may terminate this Agreement if the failure is not remedied by CITY within (30) days after written notification of failure to pay.

25. Subcontracting

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

26. Fair Employment

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

27. Changes

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

28. Other Agreements

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

29. Severability Clause

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

30. Captions

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

31. Entire Agreement; Amendment

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

32. Miscellaneous

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

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

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

APPROVED AS TO FORM:

BKF ENGINEERS ("CONSULTANT")

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

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

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

## Exhibit “A”

### Detailed Scope of Work

The following outlines in detail the tasks needed to identify repair alternatives that fits the City's budget and to prepare bid documents for construction in summer of 2020. Our streamlined approach consists of determination of the best construction method, and getting the City and other agencies agreement and approval before proceeding with the preparation of the contract documents.

#### TASK 1 – PROJECT MANAGEMENT

This task includes project monitoring and administration, attendance in project meetings, project coordination, defining and tracking tasks, preparation of progress schedules and quality assurance/quality control (QA/QC) activities. BKF will use e-Builder for all project management documentation and correspondence. The City will be responsible for providing one e-Builder software license to BKF for the duration of the project and providing one training session prior to start of design and again prior to start of construction.

- *Project Management* – BKF will manage project's schedule and budget including preparation of schedule and its updates using MS Project and tracking budget and schedule throughout the project. BKF will maintain frequent and timely communication with City staff throughout the duration of the project. We will also host an FTP site throughout the project's duration for electronic file sharing. This task also includes preparation of invoices and progress reports, staff coordination and overseeing of sub-consultant work progress and deliverables.
- *Meetings and Coordination with City Staff* – BKF will attend meetings, or phone conferences, with City Staff, including preparation of meeting agenda, updated schedules, project reports and minutes of each meeting to subsequently follow each meeting. We assumed 2-hours for each meeting. Attending meetings in addition to those listed below and under each Task will be charged as an additional service on a time and materials basis. Meetings include:
  - *Design Kickoff /Coordination Meeting*
  - *Design Review Meetings (30%, 75%, and 100%)*
  - *Up to two City Council meetings*
  - *Pre-Bid Meeting*
  - *Preconstruction Meeting*
  - *One Construction Progress Meeting*
  - *Lessons Learned Meeting*
- *Quality Assurance/Quality Control (QA/QC)*. BKF will conduct internal QA/QC for each submittal prior to submitting the City. A statement of peer review will be provided for overall constructability, coordination, and reasonable reduction in errors and omissions.

#### TASK 2 – PRELIMINARY DESIGN

This task includes conducting field surveys and evaluating alternatives in conjunction with the hydraulic capacity analyses and preparing a Basis of Design Report. It is assumed that the 60-inch outfall has adequate capacity and therefore replacement or installation of a parallel pipe to increase capacity is not necessary. At this stage, BKF will identify potential conflicts and site constraints such as, above and below ground utilities, existing trees and structures (i.e., buildings, private driveways, retaining walls, piles, etc), depth of cover, and available easements to identify storm drain improvement alternatives and feasible construction methods.

## **2.1 Site Investigation and Data Collection**

BKF has already gathered as-builts from City, high-definition topographic data from USGS, storm drain system information and the City/County GIS data. As part of this task, we will also contact utility agencies to obtain information on the existing utilities in the vicinity of the outfall. The existing utility data will be depicted on the Plans, and is essential in avoiding potential conflicts, if trenching is needed. Completeness of this information also serves to avoid contractor claims and delay in the construction schedule.

As noted previously, conducting site visits will greatly help in identifying site constraints early-on and in accurately estimating improvement costs as site preparation costs can sometimes exceed the cost of actual pipe installation. During the visit we will take note of site constraints such as, access, overhead lines, above and below ground utilities, surface improvements, vegetation, heritage trees, easements, traffic control issues which can greatly influence project construction costs. Prior to site visits we will notify USA and perform tape measurements of accessible structures and USA markings to minimize topographic survey efforts. It is assumed that the City will provide access through the gate with prior notice.

## **2.2 Topographic Survey**

We plan on conducting full topographic survey of the outfall and the creek as it is also needed for permitting and jurisdictional delineations. BKF will perform conventional ground topographic survey of the existing surface improvements using GPS RTK survey. At this time we anticipate the survey to extend from the back-of-walk from the intersection of Remington Court and Remington Drive to the 60-inch outfall at the creek. We will also gather a total of six (6) cross-sections along Stevens Creek, 50-feet upstream and downstream from outfall location. The topographic survey will include curb and gutter, fence, manholes/catch-basins, storm drain pipe sizes and inverts, headwalls, trees greater than 6-inches in trunk diameter, top and toe of slopes. The survey will not include flow line elevation changes inside the 60-inch outfall. We will perform tape measurements of the inside dimensions of the 60-inch pipe every 5-feet to identify pipe deformations.

Following the ground topographic survey, BKF will 'dip' the gravity utilities near the outfall and map the invert elevations, pipe size/material, and location/direction. Utilizing the record utility drawings collected and USA North (811) paint markings, BKF will map the location of the utilities. Our in-house survey team is also capable of performing full boundary and easement surveys if needed which can be provided as additional service. We have budgeted 4-days or 32-hours of two-men field crew for field survey.

## **2.3 Geotechnical Review**

Geotechnical review and recommendations are needed if unfavorable soil conditions are possible based on our desktop review of available geotechnical studies in the area or if unsuitable soils or high groundwater is encountered during construction. Our sub-consultant, BAGG, will research historic site sub-surface conditions, conduct site visits and provide recommendations. We have included a budget of \$4,000 for this task. Exploratory boring may be needed if structural work (other than placement of rip-rap or headwall) or creating of new slopes greater than 3-feet is required. We do not anticipate such improvements and therefore geotechnical boring and subsurface profiling is not included.

## **2.4 Hydrologic and Hydraulic Evaluation**

BKF will conduct hydrologic and hydraulic analyses to evaluate the capacity of the culvert and to determine the type of outfall structure needed to dissipate energy. If the flow rate to the outfall is not readily available from prior studies, BKF will use topographic data generated from high-resolution USGS LiDAR data and City storm drain system information to delineate one large watershed to the existing 60-inch outfall. BKF will use Rational Method to determine peak flow rates for a 5-, 10- and 100-year design storms. We will use XPSWMM to model the 60-inch storm drain from Remington Court to the creek under various submerged conditions to determine exit velocity and shear forces needed to design energy dissipater.

The District maintains HEC-2 and HEC-RAS model for the creeks in their jurisdiction. Based on our initial review, it appears that the District or FEMA have not evaluated Stevens Creek between Homestead and Hwy-237. We will reach out to the District to verify if hydraulic model exists. In the absence of District's hydraulic model, we will use the cross-sections surveyed under Task 2.2 and FEMA flow rates to build HEC-RAS model to perform hydraulic calculations to determine different flow regimes.

## **2.5 Alternative Analyses**

We believe that any design alternative or a combination of alternatives should consider repairing the failed portion of the low-flow channel to which the 60-inch pipe daylights and discharges into. If not address, there is a potential for further erosion of the low-flow channel at the outfall which may eventually result in an unstable slope. BKF will evaluate up to two alternatives to replace and/or repair the existing improvements within the low-flow channel and at the pipe discharge location. The alternatives will focus improvements required to reduce exit velocities and dissipation of energy to prevent further undermining. Evaluation of alternatives will take into account method of installation, required permits, right-of-way requirements, duration and sequence of construction, constructability, cost and schedule.

The design life of CMP pipes is generally 50-years but can be extended by lining the pipe which is the case here. The 60-inch asphalt lined CMP pipe is showing signs of wear and tear and this presents a great opportunity to rehabilitate the CMP pipe as any future repairs to the pipe will again trigger permits with regulatory agencies. As part of this scope, BKF will evaluate the best CMP rehabilitation method. Alternatives will be limited to rehabilitation methods such as cure-in-place pipe lining, slip-lining or shotcrete lining. BKF will prepare schematic drawings showing existing topographic data, utilities and proposed improvement alternatives.

## **2.6 Basis of Design Report**

BKF will prepare a Basis of Design Report that documents the information used in evaluating alternatives, advantage and disadvantages of alternatives, permitting requirements, cost of each alternative and potential concerns. The Basis of Design will include schematic drawings of outfall layout and hydraulic calculations. BKF will prepare for and attend one (1) meeting with the City to review the submitted Basis of Design Report and to discuss any outstanding issues or questions. BKF will submit 5 hard copies, PDF and native file format. Conceptual design will be acceptable to permitting agencies (including but not limited to the SCVWD, Army Corps of Engineers, U.S. Department of Fish and Wildlife, California Department of Fish and Wildlife, Regional Water Quality Control Board, etc.)



### **TASK 3 – 30% DESIGN DRAWINGS**

Upon selecting a preferred alternative and approval of Basis of Design Report, BKF will start preparing 30% design drawings. BKF will submit 4 sets of 11" x 17" hardcopies. The 30% submittal will include

:

- a. 30% Plans: Title Sheet, Grading Plan (if necessary), Storm Drain Outfall Plan and Profiles, Erosion Control Plan, Construction Details and equipment details such as backflow device details.
- b. Documentation of outreach with franchise utility companies for facilities needed to be relocated or adjusted to grade as a result of the proposed construction activities.
- c. Project schedule update.
- d. 30% construction cost estimate.
- e. Brief memorandum of determination if the project's construction activities are within the NPDES Construction General Permit. Include project type and risk level.
- f. Table of Contents list for technical specifications.
- g. List of regulatory permits necessary for work within Stevens Creek and schedule for obtaining approval.
- h. Draft CEQA document and schedule for permit application circulation.

At this stage, we will identify site constraints including construction access and right-of-way requirements. It is anticipated that the proposed improvements can be designed to avoid utility conflicts and therefore utility relocation of any existing utilities is beyond the Scope of Services. If it becomes necessary to relocate existing utilities, coordination with the utility agencies is not included in the scope but can be provided as Additional Services. Total disturbed area is anticipated to be less than one acre. Therefore, Construction Storm Water Pollution Prevention Plan is not included in the Scope of Services.

### **TASK 4 – CEQA DOCUMENTATION**

Our sub-consultant MIG will provide environmental services for the project, including the CEQA analysis, obtaining resource agency permits, and providing construction monitoring. The CEQA documentation will be started after approval of Basis-of-Design report but will be finalized after receiving approval on the 30% design drawings.

#### **4.1 CEQA Documentation – Prepare Public Review IS/MND**

MIG will prepare an IS that complies with the requirements of CEQA and provides the necessary analysis for the City to determine if the project may potentially cause, either individually or cumulatively, a significant effect on the environment.

MIG will prepare a comprehensive Project Description that will be used to evaluate the project's impacts. The Project Description will describe the project location, existing site conditions, proposed actions, all phases of project construction, and list the required permits and actions needed to approve the proposed project. The Project Description will be supported with maps and graphics as appropriate.

Based on the Project Description, MIG will evaluate the project according to the IS Checklist questions consistent with Appendix G of the CEQA Guidelines.

The IS impact analysis will be conducted according to current CEQA Guidelines and case law and will be based on the Project Description, data request information provided by the project team, relevant policies and regulations, and appropriate Thresholds of Significance. Based on our

current knowledge of the environmental setting and proposed project features, we expect the primary project impacts to be related to biological and hydrological resources and short-term construction impacts. The Biological Resources Report will be used to answer the IS Checklist questions related to biology. We will use the results of the cultural resource literature search to respond to the cultural resource impact questions. We will provide thorough responses to all questions on the IS Checklist and provide references for all information used to support our conclusion.

An administrative draft IS/MND will be submitted to the City for review and comment.

#### **4.2 CEQA Documentation – Prepare Public Review IS/MND**

Following receipt of the City's comments on the Administrative Draft IS/MND, MIG would respond to the comments and prepare a screen check version of the Public Draft IS/MND for final review and approval. Once finalized, we would provide the City with an electronic version of the document for posting on the web and up to 10 printed copies (we can provide additional hardcopies on a time and materials basis).

We would also prepare all CEQA notices and the public notice for printing in a local newspaper for the project and provide them to the City. Our budget includes the preparation of a package to the State Clearinghouse with 15 copies of the document. Delivery of the IS/MND to the State Clearinghouse begins the 30-day public review period.

The scope of work assumes MIG will provide drafts of all CEQA notices and prepare the package to the State Clearinghouse. The scope of work assumes the City will post the required CEQA notifications, mail out documents for the public review, and file the Notice of Completion with the County Clerk's Office. City staff will be responsible for preparation of staff reports and project findings that may be required under the CEQA Guidelines.

#### **4.3 Respond to Public Comments and Prepare Mitigation Monitoring and Reporting Program (MMRP)**

Following conclusion of the 30-day public review period, MIG will prepare an Administrative Draft Response to Comments that will contain a summary of all comments received during the public comment period (with an alpha-numeric ID for each individual comment), responses to comments, and changes to the Draft IS text or errata as necessary. We have allocated 10 hours for this task. Should the volume of comments received require more than 10 hours to reply to, MIG would request additional budget to complete the task.

The Response to Comments will be provided to the City for review and comment. Upon receipt of comments, we will prepare a Screen Check document for approval, and then provide the final document to the City. It is assumed that there will be only one round of administrative review prior to finalization of the IS/MND. If more administrative drafts are required, the cost of additional consultants' time and materials will be subject to additional compensation and an amendment to the scope of work.

Concurrent with the preparation of the Response to Comments, MIG will finalize the MMRP. The MMRP will compile all BMPs and mitigation measures included in the IS to reduce or avoid significant impacts, and will identify the timing of the measure, the entity responsible for implementing the measure, and the method for verifying implementation of the measure.

## **TASK 5 – 75% DESIGN DRAWINGS**

Prior to preparing 75% design drawings, it is recommended to have inter-agency pre-application meeting (Task 7.4.A below) to receive initial comments from the resource agencies. It is also advised to have a follow-up call after submitting the applications to get additional feedback. By then, the CEQA 30-day public review comment period will also end and BKF will also have resolved all major issues providing a clear path moving forward and minimize rework. BKF will submit 8 sets of legible 11" x 17" and 2 sets of 24" x 36" hardcopies. The 75% submittal will include:

- a. 75% Plans: Updated 30% plans with additional detail design.
- b. 75% specifications:
  - Technical specifications,
  - Special Provisions, with recommended changes in track changes format. The Special Provisions shall also include the following:
    - Bid item descriptions and measurement and payment provisions
    - A list of minimum required submittals during construction
    - List of information available to Bidders, with disclaimer
    - A table listing all inspections (including any special inspections and materials testing) and associated responsibility
    - A table list of materials requiring warranties, and associated warranty periods
- c. Project Schedule Update
- d. 75% construction cost estimate in the form of the bid schedule.
- e. Utility conflicts have been resolved or a timeline for resolution of issues has been determined.
- f. Responses to the City's review comments on the 30% submittal, along with return of mark-ups.
- g. Other supporting documentation as necessary.
- h. Update on status of regulatory permit applications.

Structural technical specifications will be limited to Caltrans standard headwall and rip-rap. Structural calculations, design, and details for such items as reinforced concrete slabs, foundations, pads, vaults, footings, ramps, stairs, sound/site walls, and/or retaining walls are not included in the Scope of Services.

## **TASK 6 – 100% DESIGN DRAWINGS**

Based on the comments received on 75% submittal, BKF will prepare 100% documents for construction. BKF will submit 8 sets of legible 11" x 17" and 2 sets of 24" x 36" hardcopies. The 75% submittal will include:

- a. 100% plans
  - Peer review shall have been accomplished by this stage, with the statement and signature on the cover sheet. The professional shall sign, date and seal the following Certification of Peer Review on the plan title sheet:  
"The undersigned hereby certifies that a professional peer review of these plans and the required designs was conducted by me, a professional engineer with expertise and experience in the appropriate fields of engineering equal to or greater than the Engineer of Record, and that appropriate corrections have been made."
- b. 100% specifications
  - Reviewed bid instructions
  - Finalized technical specifications

- Finalized Special Provisions
- c. Project schedule update.
- d. 100% construction cost estimate.
- e. Responses to the City's review comments on the 75% submittal, along with return of mark-ups.
- f. Other supporting documentation as necessary.
- g. All regulatory permits have been obtained and are included in the contract documents.

The City will provide BKF with easement maps for storm drains that are within private properties. Review of title reports or other documents to identify easement and performing record boundary survey are not included in the base Scope of Services. BKF will incorporate easement map(s) provided by the Owner/City into the project topographic map. The scope does not include resolving boundary survey, resolving discrepancies between field and record information or setting property corners. If required, these services can be provided as Additional Services.

It is not in this scope of work to prepare landscape and irrigation design drawings that may be needed as part of revegetation plan. Traffic Handling and Construction Area signs are not included in the Scope of Services. Traffic Control Plan and Construction Haul Route Plan will be prepared and coordinated by the Contractor. We can provide this service as an Additional Service.

## **TASK 7 – REGULATORY PERMIT APPROVALS**

Our sub-consultant MIG will conduct biological assessments, jurisdictional delineations, and prepare resource agency permits, and providing construction monitoring. The Permit application will be submitted after approval of Basis-of-Design report but will be finalized after receiving approval on the 30% design drawings. The scope does not cover new or revised analysis needed to address changes to the project made by the City after start of work. The following provides a detailed breakdown of tasks.

### **7.1 Initiate Project**

Within one week of Authorization to Proceed, MIG will provide a data request for any background materials and data needed for the preparation of the IS and Biological Resources Report, gather available data needed for the CEQA document, and initiate the cultural resource literature searches. We will coordinate access to the site for a site visit by our biologist and archaeologist.

Cultural Resource Literature Searches: The project site is in the creek channel of Stevens Creek, and creeks are known to be likely areas where cultural and tribal resources are discovered. MIG's qualified archaeologist/historian will begin our research by conducting a California Historical Resource Information System (CHRIS) search with the Northwest Information Center (NWIC) for known archaeological and historic resources within the local vicinity of the project site. A Sacred Lands File (SLF) search will also be conducted with the Native American Heritage Commission (NAHC) to identify potential cultural tribal resources in the vicinity. As required by CEQA, local tribes will be contacted as directed by the NAHC as an extension of the SLF search to identify potential tribal cultural resources that may not be known by the NAHC due to their specific importance to an individual tribe.

This scope of work assumes that there will be no cultural resources on the site. If cultural resources were found through the pedestrian survey or archival records search that have not already been identified by NWIC, then Department of Parks and Recreation (DPR) 523 forms would need to be completed as part of the final report delivered to NWIC.

## 7.2 Preparation of Biological Resources Report

### A) Background Research

MIG will review the background materials prepared for the project to gain a complete understanding of the proposed project activities, including the memorandum prepared by Redtail Consulting in March 2017. Since a year has passed since the previous data query, we will check the California Natural Diversity Database (CNDDDB); the USFWS Information for Planning and Consultation (IPaC); and the California Native Plant Society (CNPS) Inventory of Rare and Endangered Plants to ensure that we have current information regarding the special-status and rare plant and wildlife species with the potential to occur in the vicinity of the project. A review of the USFWS National Wetlands Inventory, U.S. Department of Agriculture National Resources Conservation Service web soil survey, aerial photographs, and climate data will also be conducted in support of the jurisdictional delineation.

### B) Site Visit

MIG will conduct a field survey to confirm presence or absence of conditions identified in the desktop analysis and in the memorandum prepared by Redtail Consulting in March 2017, including documenting habitat that may be present on-site (including both staging and construction areas), and identifying any sensitive biological resources that may be subject to additional local, state, or federal regulations. The project area will be assessed using standard survey techniques, including primarily spot checking for potential habitat for special-status species. The field survey will serve to document and map existing plant communities and wildlife habitat within the proposed project area and the potential for occurrence of special-status species and important biological resources. Plant communities and other potentially sensitive biological resources may be mapped using Global Positioning Satellite (GPS) or digitized from field maps into ArcGIS 10.4. Plant and animal species observed on-site during the survey will be recorded, and representative site photographs will be taken during the survey.

After the desktop analysis and site visit are completed we can work with BKF regarding any biological constraints to project design.

### C) Prepare a Biological Resources Report

Upon completion of the background research and the site visit, MIG will prepare a stand-alone Biological Resources Report for the project. The Biological Resources Report will be used for the CEQA analysis and permit applications. The Biological Resources Report will include, at a minimum, the following:

- Project Description – an explanation of the project based on information provided by the applicant, a map of the location, and the project plans (30% design drawings).
- Regulatory Setting – a list of the federal, state, and local regulations that pertain to the project.
- Environmental Setting – a detailed description of the project site including its location, topography, soils, surrounding lands, and the plant and wildlife habitats that are present. This section will describe both the common and special-status plants and wildlife that are present or have the potential to occur on the site based on habitat type and quality. It will include detail regarding each of the special-status plants and wildlife identified during the CNDDDB and CNPS query as having a moderate to high potential to occur on the project or its general vicinity.
- Methods – the methods section will include a description of the date and time of the field survey, field survey techniques that were used, the weather during the survey, and any site conditions that may have constrained the biologist's ability to conduct a complete assessment.

The methods section will also describe the sources that were consulted to obtain background information on the project area.

- **Biological Impacts and Avoidance and Minimization Measures** – This section will provide an assessment of potential project impacts on biological resources and a response to the CEQA Guidelines Appendix G questions related to biological resources.

This section will also include a list of avoidance and minimization measures, as needed, to ensure that the project remains in compliance with all applicable federal, state, and local regulatory requirements. These will be incorporated into the biology section of the CEQA document. This scope of work does not include focused surveys for special status species. Whether or not these are necessary will be determined by the results of the biological resources report and will be identified in the Biological Resources Evaluation Report. If needed, MIG could provide these services on request for an additional fee.

### **7.3 Jurisdictional Delineation**

An MIG wetland specialist will delineate wetland and water features potentially regulated under Section 404 of the Clean Water Act (CWA) by the USACE, Section 401 of the CWA and the Porter-Cologne Act by the RWQCB, and Section 1602 of the California Fish and Game Code by the CDFW. Based on a brief field visit conducted by MIG biologist Tay Peterson in February 2018, MIG has not observed any wetlands in the project area. Therefore, MIG will map the Ordinary High Water Mark (OHWM) as required by the USACE and RWQCB to delineate non-wetland “other waters.” As part of this effort, state jurisdictional habitats will also be delineated according to guidance in the California Fish and Game Code and standard field practices approved by CDFW personnel, including the top of bank and edge of riparian vegetation. All jurisdictional features will be mapped using a hand-held GPS unit and/or markup by hand on available aerial imagery, topographic maps, or project maps and then downloaded/digitized onto the appropriate base map in ArcGIS.

A delineation map will be prepared in the standard USACE San Francisco District format that depicts the location and extent of state and federal jurisdictional features. MIG will synthesize the data and field maps and prepare a jurisdictional delineation report that can accompany aquatic permit application packages for the project. The report will be completed following USACE’s Minimum Standards for Acceptance of Preliminary Wetland Delineations, and will include all the necessary checklist items and/or forms. A narrative describing existing site conditions, results of the jurisdictional delineation, summary of wetlands and water features including acreage and/or linear feet, and discussion of the regulatory status of the project site will be included. A summary table will be included as a report appendix that indicates the total area of jurisdictional features categorized by wetland type.

### **7.4 Preparation of Permit Applications and Agency Coordination**

Because construction activities will require work below the OHWM within the streambed, a USACE Section 404 Nationwide Permit, a RWQCB Section 401 Water Quality Certification (WQC), a CDFW Section 1600 Lake and Streambed Alteration Agreement (LSAA), and a SCVWD Encroachment Permit will be required for the project. It is anticipated that a USACE Nationwide Permit 3: Maintenance or Nationwide Permit 7: Outfall Structures and Associated Intake Structures will be appropriate for the project.

In addition, because federally listed species may be affected by the project, the USACE is required to consult with USFWS and/or NOAA Fisheries under Section 7 of the Endangered Species Act. In this instance the USACE will consult with both agencies because Stevens Creek is known to provide habitat for both steelhead and the California red-legged frog. NOAA Fisheries has the



responsibility to consult on steelhead, whereas the USFWS is responsible for consulting on the California red-legged frog. Each agency requires a species-specific Biological Assessment, so two Biological Assessments will be required to describe potential project impacts – one specifically for steelhead (NOAA Fisheries) and one for California red-legged frog (USFWS). Most of the setting information and all of the project information will be the same for each document, which will save effort.

#### A) Interagency Pre-Application Meeting

In MIG's experience, contact with the resource agencies (i.e., USACE, RWQCB, CDFW, NOAA Fisheries, USFWS, and SCVWD) early in the permit process can avoid delays in permitting and assist with project planning. In addition, an interagency meeting at the project site can be very beneficial to the permitting process and ensure the resource agencies understand the project conditions and recommend reasonable avoidance and minimization and/or mitigation measures for the project. MIG will diligently coordinate with the resource agencies via phone or email to schedule an interagency field meeting at the project site upon receiving the Authorization to Proceed. We assume one 6-hour field day for two biologists will be sufficient to conduct this meeting.

#### B) Prepare Permit Applications

MIG will prepare permit application packages for the resource agencies. At this time, it is anticipated that a Section 404 Nationwide Permit from the USACE, a Section 401 Water Quality Certification from the RWQCB, an LSAA from the CDFW, and an Encroachment Permit from the SCVWD will be required to construct the project. Application packets will include the permit application form, engineering drawings, and the project's environmental document (eg, IS/MND), as well as any permit application fees. In MIG's experience, the resource agencies prefer receiving individual applications instead of a Joint Aquatic Resources Permit Application (JARPA). However, the JARPA can be more expedient, and MIG will discuss using this application with the resource agencies during the interagency pre-application meeting. The application package will, at a minimum, provide the following information:

- Description of the overall project, including site plan and other project plans, as appropriate;
- Surface area in acres of waters of the U.S. and State, adjacent wetlands (if any), and adjacent riparian vegetation that will be temporarily/permanently impacted by the proposed project;
- Method of vegetation clearing (if any) within the temporary/permanent impact areas;
- Cross-section and lateral view of the project activity;
- Appropriate environmental resources reports (e.g., Biological Assessment, Biological Resources Report, cultural resources report, archaeological/history survey report);
- A description of dewatering methods (if any);
- BMPs to prevent water pollution; and
- Final environmental documentation for the CEQA (for Section 401 Water Quality Certification) or written explanation as to what stage of environmental compliance the project is in; and
- Permit application fees.

We will rely on BKF and other project background documents to provide, at a minimum, the following information:

- Description of the overall project, including the location of areas that will be temporarily or permanently affected by grading or equipment/materials staging;
- Construction materials and methods;
- Hydrologic Study (if required);
- Source and composition of materials used to construct the bank stabilization;
- Site plan and cross-section drawing of the project activity;
- A description of methods used to dewater the project area, if necessary;
- A Stormwater Pollution Prevention Plan and/or BMPs planned to be used to prevent water pollution; and
- Permit application fees.

MIG will work with BKF and the City of Sunnyvale to incorporate feasible avoidance and minimization measures and/or mitigation measures to reduce impacts to waters of the U.S. and State, including measures recommended by the agencies in the pre-application meeting. MIG will complete each application, respond to one round of comments from the client, and return a completed package to the applicant to submit to the appropriate resource agencies with the application fees. This scope of work assumes that the City will pay for the permit application fees.

#### C) Prepare Biological Assessments

Because there are federally listed species that could be affected by the project, the USACE will need to conduct Section 7 Endangered Species Act consultation with the USFWS and NOAA Fisheries. Specifically, the USFWS will need to be consulted for impacts to the California red-legged frog and NOAA Fisheries will need to be consulted for impacts to the central California coast steelhead. To facilitate the consultation, MIG will prepare the Biological Assessments for each agency. The Biological Assessments will be prepared using the USFWS Guidance for Preparing a Biological Assessment to ensure that the Biological Assessments include all the information that the USFWS and/or NOAA Fisheries require to complete Section 7 consultation. The NOAA Fisheries Biological Assessment will also include an evaluation of Essential Fish Habitat, if any, in the project area to ensure compliance with the Magnuson-Stevens Fishery Conservation and Management Act. The Biological Assessments will rely heavily on information in the Biological Resources Report (Task 7.2) for the project. However, the Biological Assessments will focus on impacts to the federally listed species that could occur during project activities. MIG will work with the client and/or contractor to determine feasible avoidance and minimization and/or mitigation measures that can be implemented during project activities, including measures recommended from the resource agency pre-application meeting (Task 7.4.A) and other resource agency consultation.

MIG will complete the Biological Assessments and respond to one round of comments from the client. The Biological Assessments will be submitted to the USACE with the Section 404 Nationwide Permit application. It is anticipated that the USACE will conduct informal consultation with the USFWS and NOAA Fisheries under Section 7 of the Endangered Species Act and that the outcome will be a “may affect, not likely to adversely affect” concurrence letter for the project. This scope of work does not include additional consultation with the USFWS or NOAA Fisheries.

#### D) Agency Coordination to Secure Project Permits

In MIG’s experience, it is essential to provide consistent outreach and coordination with the regulatory agencies once the permit applications are submitted. Outreach efforts can avoid delays. MIG will diligently coordinate with the resource agencies via phone or email to keep the permit process on track. This scope of work assumes no more than 20 hours will be required to coordinate with the agencies and secure the permits. The scope does not include assistance with



permit amendments or extensions. In addition, this scope of work does not include assistance with mitigation negotiations or implementation. This assistance can be provided under an amended budget.

### **TASK 8 – FINAL SUBMITTAL/BID PACKAGE**

BKF will finalize the bid package upon incorporation of the City's final comments from the 100% submittal, including incorporation of all. BKF will submit copies and digital format (PDF and native format) of each of the documents listed below:

1. One hard copy of full sized plans (24" x 36"), stamped and signed on each sheet by the Engineer of Record and by discipline.
2. One hard copy of the specifications, printed single-sided only.
3. Technical specifications, with cover sheet stamped and signed by all necessary disciplines.
4. Final project schedule update.
5. Final construction cost estimate.

### **TASK 9 – BID AND CONSTRUCTION SUPPORT**

It is our understanding that City's construction management team will have primary responsibility for construction management inspection and will be taking lead in responding to day-to-day construction support activities and that our role will be very limited. To that end, we have assumed 60-hours for this task which will include the following:

- We will attend a pre-bid meeting, respond to all bidder's requests for information (RFIs), and support the City's coordination efforts to inform plan-holders of significant responses to RFIs and prepare addenda as necessary.
- Attend and prepare information for an internal handoff meeting from the design team to the construction management team. BKF will be prepared to address: possible Construction pitfalls, items for the construction management team to be aware of (special working hours, shortened timelines for submittal reviews, etc.).
- Attend the pre-construction meeting.
- Attend 1 construction progress meeting.
- Participate in the final inspection and development of punch lists.
- Respond to RFIs, which includes clarifying or providing revisions or additional detail where necessary on the plans and specifications. Response to RFIs shall be timely in order to avoid construction delays and claims.
- Review and respond to all submittals within the period allocated in the contract documents and as necessary to avoid construction delays and claims.
- Review proposed substitutions, if any, for conformance to plans and technical specifications.
- Review and make recommendations on proposed changes to the contract (Request for Quotations and Contract Change Orders).
- Prepare Record Drawings based upon red-lines provided by the contractor and field reviews. The Record Drawings shall be prepared digitally, using AutoCAD. Final Record Drawings shall be submitted electronically, in PDF and CAD format.
- Participate in the "Lessons Learned Meeting" with all parties at the end of the project.

### **OPTIONAL TASK 1 – ENVIRONMENTAL SERVICES**

#### **1. Biological Construction Monitoring**

Based on a search of the CNDDDB and a review of the Biological Resources Memorandum prepared by Redtail Consulting in March 2017, it is anticipated that two federally listed species, central California coast steelhead and California red-legged frog, may be impacted by the project. Western pond turtle, a California Species of Special Concern, may also occur in Stevens Creek.

As a result, the project permits may require daily biological monitoring during construction to ensure that the project will not result in harm to these species. In addition, surveys for nesting birds (if construction occurs in the nesting season, which is generally from February 1 through September 15) will need to be conducted to comply with the Migratory Bird Treaty Act and California Fish and Game Code, and surveys for bat roosts will need to be conducted to comply with the California Fish and Game Code.

#### **1a. Nesting Bird Surveys**

Surveys for nesting birds will be required prior to construction work if the work will occur in the avian breeding season (February 1 to September 15). If a nest is found, the biologist will consult with the CDFW and USFWS to determine the appropriate action to comply with the Migratory Bird Treaty Act and California Fish and Game Code. Coordination with the CDFW and USFWS is included under Task 9.1d. This scope of work assumes one 6-hour day for the nesting bird survey. The budget assumes that no occupied nests will be observed during the surveys and therefore that additional follow-up monitoring of the nests will not be required. Additional time has been included with this task to prepare and submit the nesting bird survey results to the CDFW, if required. This scope of work assumes that construction will not lapse for 15 days or more from the time of the survey; therefore, only one nesting bird survey will be required.

#### **Task 9.1b. Bat Surveys**

Bat surveys will be combined with Task 9.1a: Nesting Bird Surveys, if feasible. MIG will conduct a pre-construction survey for nesting/roosting bats at all suitable habitat features within 250 feet of the work area, as feasible. Any tree cavities, crevices, exfoliating bark and bark fissures, and abandoned structures will be inspected. Surveys for roosting bats will be conducted within 48 hours prior to the commencement of project activities. If evidence of bats or bats are found, the client will be notified immediately and the CDFW will be consulted regarding measures to implement to reduce impacts to bats during construction.

#### **Task 9.1c. Daily Monitoring**

This task includes time for a qualified biological monitor to conduct daily pre-construction surveys for special-status species. This task also includes time for a qualified biological monitor to remain on-site during all project activities that could result in take of the federally listed species (e.g., work within the creek channel or riparian area), as well as to monitor and maintain any construction/exclusion fencing and check all trenches or excavations for trapped wildlife, as necessary. This scope of work assumes that biological monitoring could be required for up to 16 6-hour days.

#### **Task 9.1d. Agency Coordination**

This task includes time to prepare and submit MIG biologist resumes to the USFWS, NOAA Fisheries, and/or CDFW for approval prior to construction. This task also allows time for contacting the agencies in the event questions about permit conditions come up during monitoring, or in the event a special-status species is found and the permit conditions require agency notification. This scope of work assumes that no more than 20 hours will be required for agency coordination prior to and during construction.

#### **Task 9.1e. Monitoring Report**

MIG will prepare draft and final reports that identify the monitoring tasks, the dates they were completed, and results. The applicable permit conditions will be attached as an appendix to the report. This task includes time to address comments from the City and respond to one round of comments/report revision. This task assumes that the City will prepare the agency report submittals.

## **2. Meeting and Hearing Attendance**

MIG's base Scope of Work does not include attendance at any meetings or hearings other than the interagency pre-application meeting (Task 7.4.A). MIG would be able to attend meetings and hearings, as requested, on a time and materials basis. Each meeting would be estimated at two hours for the Senior Project Manager, and a hearing would be estimated at four hours for the Senior Project Manager. Our cost table presents the cost for attending one meeting and one hearing as optional tasks.



## Exhibit "C"

### INSURANCE REQUIREMENTS FOR CONSULTANTS

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

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

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

### **Deductibles and Self-Insured Retentions**

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

### **Other Insurance Provisions**

The **general liability** and **automobile liability** policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Sunnyvale, its officials, employees, agents and volunteers are to be covered as additional insureds with respects to liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, employees, agents or volunteers.
2. For any claims related to this project, the Consultant's insurance shall be primary. Any insurance or self-insurance maintained by the City of Sunnyvale, its officers, officials, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Sunnyvale, its officers, officials, employees, agents or volunteers.
4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Sunnyvale.

### **Claims Made Coverage**

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

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

### **Acceptability of Insurers**

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

### **Verification of Coverage**

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



# City of Sunnyvale

## Agenda Item

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18-0609

Agenda Date: 8/14/2018

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### REPORT TO COUNCIL

#### **SUBJECT**

Adopt the City's Investment Policy for Fiscal Year 2018/19 and Receive the Annual Performance Report for Fiscal Year 2017/18

#### **BACKGROUND**

The City Council first adopted a policy governing the investment of City funds on July 30, 1985. This policy has been reviewed and adopted on an annual basis since that time.

For the purposes of bringing on investment expertise not on staff, and supporting the management of an increasingly complex investment environment as well as a portfolio that is growing significantly, Council approved a three-year contract with Chandler Asset Management, Inc. (Chandler) to provide investment management services on April 24, 2018 (RTC No. 18-0281). Staff is currently on the final steps of transitioning the investment management process to Chandler investment managers and updating the policy is part of that transition.

#### **EXISTING POLICY**

**Council Policy 7.1.2** Investment and Cash Management requires that the Investment Policy be reviewed and adopted annually within 120 days of the fiscal year to ensure consistency with the overall objectives of safety, liquidity, and yield and its relevance to current laws as well as financial and economic trends. A summary annual performance report on portfolio performance for the preceding fiscal year is also presented to the City Council as part of the annual investment policy review.

The key provisions of the existing Investment and Cash Management Policy are as follows:

1. Safety of principal is the foremost objective of the investment program. The City's portfolio is diversified by type of investment, issuer, and maturity date. Diversification is required to minimize exposure to any potential market and credit risk. The investment policy specifies the percentage of funds that can be invested in each investment type and issuer and the maximum maturity of each investment. The policy allows a maximum maturity of seven years for US Treasury, US Agency and Government Sponsored Enterprises (GSE) investments and shorter maturities for all other investments.
2. All investments in the portfolio are in accordance with the California Government Code requirements and authorized by the City's Investment Policy. The City is in compliance with the requirement that all investments be held in safekeeping by a third-party bank trust department. The City currently has a contract with Union Bank to provide this service.
3. Liquidity- the portfolio will remain sufficiently liquid to enable the City to meet all operating

requirements, which might be reasonably anticipated. A schedule of major revenues and expenditures for at least 12 months is maintained in order to determine liquidity needs. Liquidity requirements have been met through utilizing the State's Local Agency Investment Fund (LAIF) and the City's interest bearing bank accounts. Approximately 11.6 percent of the portfolio was invested in LAIF at the end of FY 2017/18.

4. Yield- the portfolio will be maintained with the objectives of safety and liquidity first, and then the objective of obtaining a reasonable market rate of return based on economic cycles, taking into account the City's investment risk approach and cash flow needs.

## **ENVIRONMENTAL REVIEW**

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

## **DISCUSSION**

Staff invests funds not immediately needed for disbursement. Funds for the City's Deferred Compensation Plan, the City's Retirement Plan, Other Post-Employment Benefits (OPEB) Trust, Pension Trust, and debt issuance proceeds are managed by a third-party administrator and not invested by City staff and therefore are not covered by this Investment Policy. Funds needed for disbursement are maintained in a liquid checking account.

## **Annual Performance Report for FY 2017/18**

In evaluating the portfolio performance for FY 2017/18 staff compares the City's performance with the investment policy objectives.

Yields are gradually rising from its historical lows, the City's investment strategy continues to be holding short-term investments in anticipation of rising interest rates. The current strategy is to gradually increase investing in higher yielding investments as interest rates continue to rise. Low interest bearing investments are held to maturity to prevent selling those investments at a loss, so that funds can be reinvested at a higher rate. When interest rates increase, investments existing in the portfolio with longer maturities, that were purchased when rates were low, will experience a decrease in their market value because the interest rate on those investments is lower than the current market's interest rate.

The following summarizes the City's performance compared to the Investment Policy objectives:

For FY 2017/18, the portfolio yield averaged 1.40 percent while the average yield of the benchmark (Treasury securities with an average life similar to the City portfolio) was 1.73 percent resulting in an average higher yield of 33 basis points than the benchmark. The average life of the portfolio during the last fiscal year was 320 days. The Federal Government raised the interest rate by 25 basis points three times during FY 2017/18. Consequently, the average benchmark yield substantially increased from prior year. The City portfolio follows a hold-until-maturity strategy for its investments and we will be able to reinvest at a higher interest rate after an investment matures.

Interest earnings for FY 2017/18 for all City funds totaled \$6,286,531. During FY 2017/18, the portfolio primarily added investments maturing in less than 360 days, which yielded higher interest



earnings benefitting from several interest rate increases. Thus, interest earnings increased by \$2.55 million or 69 percent from FY 2016/17. Interest earnings are allocated pro rata to each fund throughout the City based on the periodic cash balance held in each fund.

It should be noted that the portfolio balance has increased by 31 percent from \$420 million in June 2017 to \$551 million in June 2018. The portfolio increase is primarily due to higher revenues, such as development related fees, property tax, utility service fees and the sales of multiple City properties. Additional details on the City's Fiscal Year Ending performance will be provided with the Budgetary Year End Financial Report in December 2018.

### Investment Policy

The City's Investment Policy has been reviewed and certified annually by the Association of Public Treasurers of the United States and Canada (APT US&C) since 1999. After assuming the investment management role, Chandler has reviewed the Investment Policy and recommended some modifications to update the Investment Policy with the latest California best practices and to enhance the clarity and readability of the Investment Policy. Recommended changes in summary are listed below:

- **Scope of the Investment Policy:** An inclusion or removal of language specific to Section 115 Pension Rate Mitigation Trust; referring to funds related to debt issuance and OPEB Trust; reliance on an investment adviser for the selection of broker/dealers; including an update to the current practice for the process to select investment brokers; and a listing of exceptions to funds kept with a third-party custodian.
- **Authorized Financial Dealers and Institutions:** Modified language to specify that the City may solicit RFP for brokers/dealers if not working with a registered investment adviser. The City may rely on its investment advisor for selection of brokers/dealers, and the investment adviser must provide a list of approved brokers/dealers upon request.
- **Safekeeping of Securities:** Investments in local government investment pools, certificates of deposit, and money market funds are excluded from funds held with a third-party custodian.
- **Authorized Investments:** Adding language to specify that noted discrepancies are solved by adhering to more restrictive parameters. Edits by investment type are summarized below.
  - Negotiable Certificates of Deposit: Increasing the concentration limit to 40% of the portfolio, requiring collateral for amounts exceeding the amounts insured by FDIC and clarifying language of the minimum credit quality based on the rating category.
  - Certificates of Deposit Placement Service: Inclusion of language limiting maturities to five years or less.
  - Commercial Paper: Increasing the concentration limit to 25%, limiting ownership of a single issuer to 10%, and clarifying language of the minimum credit quality based on the rating category.
  - Local Agency Investment Fund (LAIF): Revising the amount that the City may invest up to the amount permitted by LAIF.
  - Corporate Medium Term Notes: Clarifying language of the minimum credit quality based on the rating category.
  - Mortgage-backed, Mortgage pass-through Securities: Inclusion of all pass-through securities allowed by Government Code, including collateralized mortgage obligations. Limiting ownership of a single issuer to 5%, except pass-through securities issued by

the U.S. government, its agencies, and its sponsored enterprises. Updating language to specify a legal-final maturity of five years and Clarifying language of the minimum credit quality based on the rating category.

- **Money Market Mutual Funds:** Updating concentration limit to match Government Code (20%) and including language to match Government Code on the minimum credit requirement.
- **Municipal Securities:** Allowing for municipal securities from the other 49 states and limiting the concentration risk to 30%, ownership of a single issuer to 5%, and clarifying language of the minimum credit quality based on the rating category.
- **Local Government Investment Pools (LGIP):** Updating terminology from “JPA” to “LGIP.”
- **Supranational Securities:** Limiting ownership of a single issuer to 10% and clarifying language of the minimum credit quality based on the rating category.

- **Prohibited Investment Vehicles and Practices:** Removal of collateralized mortgage obligations from prohibited investments.
- **Mitigating Market Risk in the Portfolio:** Inclusion of a 20% limit on callable securities, a five-year maturity and a requirement that the portfolio duration will be within +/-20% of the selected benchmark duration.
- **Mitigating Credit Risk in the Portfolio:** Clarifying that the 5% issuer limit will apply to all securities unless otherwise specified. Including language outlining a plan to handle any securities downgraded below the minimum credit quality.
- **Investment Return Objectives:** Inclusion of language that the portfolio will be designed to attain an average market rate of return, taking into account the City’s risk constraints, cash flows, and laws ordinances that apply.

Proposed changes ensure compliance with the applicable provisions of the California Government Code and the inclusion of current industry best practices. Additionally, staff met with Chandler managers and reviewed the proposed changes in detail. Staff concurs with the edits and recommends accepting them. Edits are available in the redlined version of the Investment Policy (Attachment 1).

Once approved by Council, staff will submit the Investment Policy for FY 2018/19 to be re-certified by the APT US&C. Once adopted the proposed FY 2018/19 Investment Policy will be incorporated into the Council Policy Manual as Council Policy 7.1.2, replacing the Investment Policy for Fiscal Year 2017/18.

### **FISCAL IMPACT**

There is no fiscal impact associated with adoption of the Investment Policy as recommended.

### **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**

Adopt the City’s Investment Policy for FY 2018/19 (Council Policy 7.1.2).

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

**ATTACHMENT**

1. Proposed Investment Policy for FY 2018/19

## COUNCIL POLICY MANUAL

**Policy 7.1.2 Investment and Cash Management**

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**POLICY PURPOSE:**

The City establishes investment policies that meet its current investment goals. This policy is intended to establish objectives and criteria for the investment of the City's temporarily idle funds and for the City's Redevelopment Successor Agency and to provide guidelines for the City's cash management system.

This policy is set forth by the City of Sunnyvale (City) for the following purposes:

1. To establish a clear understanding for the City Council, City management, responsible employees, citizens and third parties of the objectives, policies and guidelines for the investment of the City's temporarily idle funds;
2. To offer guidance to investment staff on the investment of City funds; and
3. To establish a basis for evaluating investment results.

**POLICY STATEMENT:****Objectives**

The City's cash management system shall be designed to accurately monitor and forecast expenditures and revenues, to enable the City to invest funds to the fullest extent possible.

Idle funds of the City shall be invested in accordance with principles of sound treasury management and in accordance with the provisions of California Government Code Section 53600 et seq., the City Charter, the City's Municipal Code and this policy.

The objectives of the City's investment program are, in order of priority:

1. Safety – Safety of principal is the foremost objective of the investment program. Investments of the City shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.
2. Liquidity – The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements which might be reasonably anticipated.
3. Return on Investment – The City's investment portfolio shall be designed with the objective of attaining the safety and liquidity objectives first, and then attaining a market rate of return throughout the budgetary and economic cycles, taking into account the City's investment risk constraints and the cash flow characteristics of the portfolio.

Standard of Care – Prudent Investor

The governing body of the City and any staff members authorized to make investment decisions on behalf of the City are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the City, that a prudent person acting in a like capacity and familiar with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the City. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law.

The Director of Finance or his/her designee is authorized to manage the investment portfolio and act within the intent and scope of the investment policy and other written procedures and exercise due diligence, shall be relieved of personal responsibility and liability for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely manner and appropriate action is taken to control adverse developments.

Ethics and Conflicts of Interest

Officers and employees involved with the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. The Director of Finance or his/her designee and other designated employees are required to file applicable financial disclosures, as required by the Fair Political Practices Commission.

**OPERATIONAL AND PROCEDURAL MATTERS:**

Scope

This Investment Policy applies to all funds and investment activities of the City with the following exceptions:

1. The City's Deferred Compensation Plan is excluded because it is managed by a third party administrator and invested by individual plan participants;
2. The City's [retirement funds, including any funds invested in a Section 115 Pension Rate Mitigation Trust. These funds are invested pursuant to California code and the Trust's separate long-term investment policy as approved by Council under the Trust Agreement.](#) ~~participates in the Public Employees Retirement System, and does not manage any retirement funds internally.~~

## COUNCIL POLICY MANUAL

3. Proceeds of debt issuance shall be invested in accordance with the general investment philosophy of the City ~~as set forth in this policy~~; however, such proceeds are invested in accordance with permitted investment provisions of their specific bond indentures.
4. Funds for the Other Post Employment Benefits (OPEB) Trust<sub>2</sub> shall be invested in accordance with the general investment philosophy of the City ~~as set forth in this policy~~; however, these funds are invested pursuant to California code and the Trust's separate long-term investment policy as approved by Council under the Trust Agreement.

### Authorized Financial Dealers and Institutions

1. The Director of Finance or his/her designee shall maintain a list of institutions qualified and authorized to transact investment business with the City. Eligible institutions include:
  - A. Primary government dealers as designated by the Federal Reserve Bank;
  - B. Regional broker/dealers;
  - C. Nationally or state-chartered banks;
  - D. The Federal Reserve Bank; and
  - E. Direct issuers of securities eligible for purchase by the City.
2. Public deposits shall be made only in qualified public depositories within the State of California as established by State law, or as permitted by Section III.A (4-7). Deposits shall be insured by the Federal Deposit Insurance Corporation, or, to the extent the amount exceeds the insured maximum, shall be collateralized with securities in accordance with state law.
3. A sufficient pool of qualified financial institutions and dealers will be maintained using criteria based on credit worthiness, experience, reference checks, and qualifications under the Securities and Exchange Commission. ~~The~~ Unless working with a registered investment adviser, the City will issue a Request for Qualifications once every three years for these services. All broker/dealers who desire to become qualified must be registered with Financial Industry Regulatory Authority (FINRA) and supply the following as appropriate:
  - A. Audited financial statements
  - B. Completed broker/dealer questionnaire
  - C. Certification of having reviewed the City's Investment Policy.
4. It is the policy of the City to require competitive bidding for investment transactions. Whenever possible, at least three authorized financial dealers or institutions will be contacted to provide price quotations on security purchases and sales.

5. Selection of financial institutions and broker/dealers used by the City shall be at the sole discretion of the City, except where the City utilizes an external investment adviser in which case the City may rely on the adviser for selection. Selection of broker/dealers used by an external investment adviser retained by the City will be at the sole discretion of the adviser. The adviser shall make available its list of approved broker/dealers to City staff upon request.

#### Delivery vs. Payment

All investment transactions of the City shall be conducted using standard delivery vs. payment procedures.

#### Safekeeping of Securities

To protect against potential losses by collapse of individual securities dealers, and to enhance access to securities, interest payments, and maturity proceeds, all securities owned by the City shall be held in safekeeping by a third party bank trust department, acting as agent for the City under the terms of a custody agreement executed by the bank and by the City.

The only exceptions to the foregoing shall be depository accounts and securities purchases made with: (i) local government investment pools; (ii) time certificates of deposit, and, (iii) money mutual funds, since the purchased securities are not deliverable.

### **PERMITTED INVESTMENTS AND GUIDELINES TO ACHIEVE POLICY OBJECTIVES:**

#### Authorized Investments

All investments shall be made in accordance with Sections 53600 *et seq.* of the Government Code of California and as described within this Investment Policy. In the event a discrepancy is found between this policy and the Code, the more restrictive parameters will take precedence. Percentage holding limits listed in this section apply at the time the security is purchased.

Any investment currently held at the time the policy is adopted which does not meet the new policy guidelines can be held until maturity, and shall be exempt from the current policy. At the time of the investment's maturity or liquidation, such funds shall be reinvested only as provided in the current policy.

Permitted investments under this policy shall include:

1. **Securities issued by the US Treasury**, provided that:
  - A. There shall be no maximum allowable investment in US Treasury securities; and

## COUNCIL POLICY MANUAL

- B. As required by Section 53601 of the California Government Code, the City Council hereby grants express authority to the Director of Finance or his/her designee to invest in U.S. Treasury securities with final stated maturities up to seven years.
- 2. **Securities Issued and fully guaranteed as to payment by a federal agency or issued by a United States Government Sponsored Enterprise**, provided that:
  - A. No more than 30% of the total portfolio may be invested in federal agencies or government sponsored enterprises of any single issuer; and
  - B. As required by Section 53601 of the California Government Code, the City Council hereby grants express authority to the Director of Finance or his/her designee to invest in U. S. Agency securities with final stated maturities up to seven years.
- 3. **Banker's acceptances**, provided that:
  - A. No more than 30% of the total portfolio may be invested in banker's acceptances;
  - B. No more than 5% of the total portfolio may be invested per issuer;
  - C. Their maturity does not exceed 180 days; and
  - D. They are issued by institutions with short term debt obligations rated a minimum of P-1 by Moody's or A-1 by Standard and Poors, or the equivalent by a nationally recognized statistical-rating organization (NRSRO).
- 4. **Federally Insured Bank Deposits** (Non-negotiable certificates of deposit) in state or federally chartered banks, savings and loans, or credit unions in the state of California, provided that:
  - A. No more than 20% of the total portfolio may be invested in a combination of federally insured and collateralized time deposits;
  - B. The amount per institution is limited to the maximum covered under federal insurance; and
  - C. Their maturity does not exceed five years.
- 5. **Collateralized Bank Deposits** (Non-negotiable certificates of deposit) in California banks in excess of insured amounts which are fully collateralized with securities in accordance with California law, provided that:
  - A. No more than 20% of the portfolio shall be invested in a combination of federally insured and collateralized time deposits;
  - B. No more than 5% may be invested per issuer; and
  - C. The maturity of such deposits does not exceed 365 days.



6. **Negotiable Certificates of Deposit** (NCDs) issued by a nationally or state-chartered bank, a savings association or a federal association (as defined by Section 5102 of the Financial Code), or by a federally or state-licensed branch of a foreign bank, provided that:
  - A. No more than ~~30~~40% of the total portfolio may be invested in investments made in accordance with this section plus deposits made under section III (7) of this policy;
  - B. No more than 5% of the total portfolio may be invested per issuer;
  - C. The maturity does not exceed 5 years; ~~and~~
  - D. The amount of the NCD insured up to the FDIC limit does not require any credit ratings.
  - D. Any amount above the FDIC insured limit must be ~~They are~~ issued by institutions which have long-term obligations which are rated in the rating category of "A" or its equivalent or higher by a nationally recognized statistical rating organization; ~~and/or~~ have short-term debt obligations rated "A-1" or the equivalent or higher, ~~or the equivalent~~ by a nationally recognized statistical rating organization.
7. **Certificates of Deposit Placement Service** (e.g CDARS or like services) using private sector entity to assist in the placement of deposits above federal insurance amounts in increments less than federal insurance at participating banks, savings and loans, or credit unions nationally through a "selected depository institution" in California, provided that:
  - A. No more than 30% of the City's total portfolio may be invested in such deposits plus negotiable certificates of deposit purchased pursuant to Section III (6) of this policy;
  - B. The full amount of the principal and the interest that may be accrued during the maximum term of each certificate shall at all times be insured by the FDIC or the NCUA;
  - C. The selected depository institution shall be a nationally or state-chartered bank, savings and loan, or credit union in California and shall serve as the custodian for each certificate of deposit issued by the placement service for the City's account;
  - D. At the same time the City's funds are deposited and the certificates of deposit are issued, the selected depository institution shall receive an amount of deposits from other commercial banks, savings banks, savings and loan associations or credit unions that, in total, are equal to or greater than the full amount of the principal that the City initially deposited with the selected depository institution;
  - E. No credit union may act as a selected depository institution unless:
    - I) The credit union offers federal depository insurance through the NCUA; and
    - II) The credit union is authorized by the NCUA in the deposit placement services, and affirms that moneys held by those credit

## COUNCIL POLICY MANUAL

unions while participating in a deposit placement service will at all times be insured by a federal government entity.

F. The maximum maturity does not exceed five (5) years.

8. **Repurchase agreements** collateralized with securities authorized under Sections III (A1-2) of this policy maintained at a level of at least 102% of the market value of the repurchase agreements, provided that:

- A. No more than 10% of the portfolio shall be invested in repurchase agreements;
- B. The maximum maturity of repurchase agreements shall be 15 days;
- C. Securities used as collateral for repurchase agreements shall be delivered to the City's custodian bank, except that securities used as collateral for the one to seven day repurchase agreements with the City's depository bank may be held in safekeeping by an independent third party bank trustee in the name of the City, as evidenced by appropriate receipts of trust; and
- D. The repurchase agreements are the subject of a master repurchase agreement between the City and the provider of the repurchase agreement. The master repurchase agreement shall be substantially in the form developed by the Securities Industry and Financial Markets Association (SIFMA).

9. **Commercial paper**, provided that:

- A. No more than ~~15~~25% of the total portfolio may be invested in commercial paper;
- B. No more than 5% of the total portfolio may be invested per issuer.
- C. The City may purchase no more than 10% of the outstanding commercial paper of any single issuer.
- ED. The maturity does not exceed 270 days from the date of purchase;
- DE. The paper is of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a nationally recognized statistical-rating organization (NRSRO). The entity that issues the commercial paper shall meet all of the following conditions in either paragraph (1) or paragraph (2):
  - I) Is organized and operating in the United States as a general corporation. Has total assets in excess of five hundred million dollars (\$500,000,000). Has debt other than commercial paper, if any, that is rated in the rating category of "A" or its equivalent or higher by a nationally recognized statistical-rating organization (NRSRO).

## COUNCIL POLICY MANUAL

- II) Is organized within the United States as a special purpose corporation, trust, or limited liability company. Has program wide credit enhancements including, but not limited to, overcollateralization, letters of credit, or surety bond. Has commercial paper that is rated "A-1" or higher, or the equivalent, by a nationally recognized statistical-rating organization (NRSRO).

### 10. **State of California Local Agency Investment Fund (LAIF)**, provided that:

- A. The Agency may invest up to the maximum amount permitted by LAIF. No more than 20% of the total portfolio may be invested in LAIF;
- B. It is recognized that LAIF has authority to invest in some instruments that are not permitted for Cities under the California Government Code; and
- C. A thorough investigation of the pool/fund is required prior to investing and on a continual basis. City staff will annually perform due diligence analysis of LAIF based on a standardized questionnaire developed to address investment policy and practices.

### 11. **Corporate medium-term notes**, provided that:

- A. No more than 30% of the total portfolio may be invested in medium-term notes;
- B. No more than 5% of the total portfolio may be invested per issuer;
- C. Such notes have a maximum maturity of 5 years;
- D. Such notes are issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States; and
- E. Such notes are rated in the rating category of "A" or its equivalent or higher by a nationally recognized statistical rating organization.

### 12. **Mortgage-backed, Mortgage pass-through securities, collateralized mortgage obligations, and asset-backed securities**, provided that:

- A. No more than 20% of the total portfolio may be invested in Mortgage pass-through, mortgage-backed, collateralized mortgage obligations securities and asset-backed securities;
- B. No more than 5% of the portfolio may be invested in any single Asset-Backed or Commercial Mortgage security issuer. There is no issuer limitation on any Mortgage security where the issuer is the US Treasury or a Federal Agency/GSE.
- BC. Such securities shall have a maximum stated-legal final maturity of 5 years;
- CD. Issued by an issuer having an rated in the rating category of "A" or its equivalent or higher credit rating for the issuer's long-tem debt as provided by a nationally recognized statistical rating organization; and
- DE. Such securities are rated in the rating category of "AAA" or its equivalent or higher by a nationally recognized statistical rating organization.

13. **Money market mutual funds**, provided that:

- A. No more than ~~40~~20% of the total portfolio may be invested in Money market mutual funds;
- B. Such funds are registered with the Securities and Exchange Commission and ~~are rated AAA by S&P or Aaa by Moody's~~ have attained the highest ranking or the highest letter and numerical rating provided by not less than two nationally recognized statistical rating organizations;
- C. Such funds have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience investing in the securities and obligations authorized by California Government Code Section 53601 (a through j) and with assets under management in excess of \$500 million;
- D. Such funds include in their prospectus the statement that one of the investment fund's investment objectives is to seek to maintain a net asset value of \$1; and
- E. Such funds invest only in US Treasury and federal agency securities, and in repurchase agreements backed by US Treasury and federal agency securities.

14. **Municipal Securities**. These include obligations of the state of California, the treasuries or agencies of any other ~~49~~ states in addition to California, and any local Agency within the state of California including the City of Sunnyvale to the extent permitted by federal law, provided that:

- A. No more than 30% of the portfolio may be in Municipal Securities.
- B. No more than 5% of the portfolio may be invested in any single issuer.
- AC. The maturity does not exceed 5 years from the date of purchase;
- BD. The rating by a nationally recognized statistical rating organization is in the "A" category or its equivalent or better; and
- CE. For Municipal Obligations in the form of variable rate demand obligations, the obligations shall be supported by a third-party liquidity facility from a financial institution with short-term ratings of at least A-1 by S&P or P-1 by Moody's. The right of the bondholder to tender the obligation converts these obligations to a short term investment.

15. ~~Joint Powers Authority (JPA) Pools~~ Local Government Investment Pools (LGIP), provided that:

- A. The JPA-LGIP is organized pursuant to CGC Section 6509.7;
- B. The Pool invests only in securities and obligations authorized in CGC Section 53601;
- C. The Pool is managed by an investment adviser registered with the SEC or exempt from registration; and

## COUNCIL POLICY MANUAL

- D. Such adviser has not less than five years of experience investing in securities and obligations authorized in CGC Section 53601, and has assets under management in excess of five hundred million dollars (\$500,000,000).
16. **Supranational Securities.** CGC 53601 defines allowable Supranational Securities as United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by: the International Bank for Reconstruction and Development, the International Finance Corporation, or Inter-American Development Bank, provided that:
- ~~A.~~ A.—No more than 30% of the total portfolio may be invested in Supranational securities;
  - ~~A.B.~~ No more than 10% of the portfolio may be invested in any single issuer.
  - ~~B.C.~~ The maturity does not exceed 5 years from the date of purchase;
  - ~~C.D.~~ The instruments are eligible for purchase and resale within the United States; and
  - ~~D.E.~~ The rating by a nationally recognized statistical rating organization is in the "AA" category or its equivalent or better.

### Prohibited Investment Vehicles and Practices

1. State law notwithstanding, any investments not specifically described herein are prohibited, including, but not limited to, mutual funds (other than government money market funds as described in Section III A(12), unregulated and/or unrated investment pools or trusts, ~~collateralized mortgage obligations~~ and futures and options.
2. In accordance with Government Code Section 53601.6, investment in inverse floaters, range notes, or mortgage derived interest-only strips is prohibited.
3. Investment in any security that could result in a zero interest accrual if held to maturity is prohibited.
4. Trading securities for the sole purpose of speculating on the future direction of interest rates is prohibited.
5. Purchasing or selling securities on margin is prohibited.
6. No securities subject to rule 144A restrictions that are not required to be registered with the Securities and Exchange Commission (SEC).

### Social and Environmental Responsibility

The City has a desire to encourage 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, or firearms, or nuclear weapons not used in the national defense of the United States, and are direct or indirect investments to support the production or drilling of fossil fuels.

### Risk/Safety

The City recognizes that it is subject to the risks of investing in fixed income securities, especially “market risk” and “call risk” which are risks that the value of the portfolio will fluctuate with changes in the general level of interest rates, and “credit risk,” which is the risk that a security or a portfolio will lose some or all of its value due to a real or perceived change in the ability of the issuer to repay its debt.

#### 1. Mitigating market risk in the portfolio

The City recognizes that, over time, longer-term portfolios achieve higher returns. On the other hand, longer-term portfolios have higher volatility of return. The City shall mitigate market risk by providing adequate liquidity for short-term cash needs, and by making longer term investments with funds which are not needed for current cashflow purposes. The City further recognizes that certain types of securities, including variable rate securities, securities with principal paydowns prior to maturity, and securities with embedded options (callable securities), will affect the market risk profile of the portfolio differently in different interest rate environments. The City, therefore, adopts the following strategies to control and mitigate its exposure to market risk:

- A. The City shall maintain a percentage of the portfolio in short term securities to provide for cash flows.
- B. The average maturity of the portfolio shall be no greater than 2.5 years. The maximum percent of callable securities (does not include “make whole call” securities as defined in the Glossary) in the portfolio will be 20%.
- C. The maximum stated final maturity of individual securities in the portfolio will be five (5) years, except as otherwise stated in this policy.
- D. The duration of the portfolio will generally be approximately equal to the duration (typically, plus or minus 20%) of a Market Benchmark, an index selected by the City based on the City’s investment objectives, constraints and risk tolerances.

#### 2. Mitigating credit risk in the portfolio

- A. The diversification requirements included in the Authorized Investments section are designed to mitigate credit risk in the portfolio.
- B. No more than 5% of the total portfolio may be invested in securities of any single issuer, other than the US Government, its agencies and instrumentalities (limited to 30% per issuer), and LAIF to 20% unless otherwise specified. This section does not preclude the investment of up to

~~10% of the portfolio in short term repurchase agreements, as defined in Section III(A8) above, money market mutual funds as defined in Section III(A13), or JPA Pools as defined in Section III(A15).~~

- C. The City may elect to sell a security prior to its maturity and record a capital gain or loss in order to improve the quality, liquidity or yield of the portfolio in response to market conditions or the City's risk preferences; and
- D. If a security owned by the City is downgraded ~~by either Moody's or S&P~~ to a level below the minimum quality required by this Investment Policy, it will be the City's policy to review the credit situation and make a determination as to whether to sell or retain such securities in the portfolio.
  - If a security is downgraded, the Treasurer will use discretion in determining whether to sell or hold the security based on its current maturity, the economic outlook for the issuer, and other relevant factors.
  - If a decision is made to retain a downgraded security in the portfolio, its presence in the portfolio will be monitored and reported quarterly to the City Council.~~shall be the City's policy to sell that security as soon as practicable.~~

### Liquidity

1. A schedule of major revenues and expenditures for a rolling 12-month period shall be maintained and coordinated with investments to the extent feasible.
2. Investment maturities may be timed to provide funds for scheduled expenditures not met by anticipated major revenue receipts.
3. To the extent possible, the Twenty Year Resource Allocation Plan shall be used for the cash flow projection purposes, and shall be taken into account in determining long term investment strategy.

### Return Objectives

1. **Overall objective.** The investment portfolio shall be designed to attain a market-average rate of return throughout budgetary and economic cycles, taking into account the City's risk constraints, the cash flow characteristics of the portfolio, and state and local laws, ordinances or resolutions that restrict investments. ~~The investment portfolio shall be designed with the overall objective, in order of priority, of safety, liquidity, and return on investment.~~
2. **Specific objective.** The Treasurer shall monitor and evaluate the portfolio's performance relative to the chosen market benchmark(s), which will be included in the Treasurer's quarterly report. The Treasurer shall select an appropriate, readily available index to use as a market~~The investment performance objective for the portfolio shall be to earn a market average yield for the reporting period comparable to the yield of a Treasury Security with a similar average life.~~



## **RESPONSIBILITY AND REPORTING:**

### **Delegation of Authority**

The City Manager is responsible for directing and supervising the Director of Finance and is also responsible to keep the City Council fully advised as to the financial condition of the City.

The Director of Finance is responsible, by Council delegation, for the custody and investment of City funds and the development of procedures to implement this Investment Policy. This delegation requires that the Director of Finance submit a monthly transaction report to the Council accounting for the investment of funds. The Director of Finance is further responsible for the duties and powers imposed on City Treasurers by the laws of the State of California.

The Director of Finance or his/her designee is responsible for monitoring investment market information, recommending investment strategy for portfolio diversity and timing of maturities, as well as ensuring compliance with the City's Investment Policy. The Investment staff shall maintain current knowledge of technical and legal requirements regarding municipal investments through continued education and maintain active membership in the California Municipal Treasurers Association (CMTA).

The City may employ an investment adviser to invest all or a portion of the City's cash. Such Adviser shall be granted discretion to invest and reinvest the portfolio in accordance with this Investment Policy and must be registered under the Investment Advisers Act of 1940. Selection of broker/dealers used by an external investment adviser retained by the City will be at the sole discretion of the investment adviser.

### **Reporting, Disclosure and Program Evaluation**

The Director of Finance, as Chief Financial Officer and City Treasurer, shall file a quarterly investment report with the City Council and the City Manager within 30 days following the end of the quarter covered by the report. The report shall include the following information:

1. An asset listing showing par value, cost and accurate and complete market value of each security, type of investment, issuer, and interest rate;
2. The Director of Finance shall provide a monthly transaction report to the City Council;
3. A statement of compliance with the Investment Policy; and
4. A statement that the City has adequate funds to meet its cash flow requirements for the next six months.

### **Annual Reports**



## COUNCIL POLICY MANUAL

1. The investment policy shall be reviewed and adopted at least 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.
2. A report of portfolio performance for the immediately preceding fiscal year shall be presented as part of the annual investment policy review. This report shall include comparisons of the City's performance compared to the return objectives, and shall include a section on compliance with the investment policy.

### **INTERNAL CONTROL:**

The Director of Finance has established a system of internal controls to ensure compliance with the Investment Policies of the City and the California Government Code. The internal control procedures include segregation of duties in the different phases of an investment transaction, monthly reconciliation of the investment report to the general ledger, and annual policy compliance review by the City's outside auditor. An independent audit is conducted by the City's outside auditors which includes a compliance review of the City's investment activities to the City's Investment Policy, the California Government Code, and Government Accounting Standards Board (GASB) requirements regarding investment disclosures.

The Finance staff has established written investment procedures. These procedures include the process for projecting future cash flows, obtaining and documenting quotes, the review process for purchasing a new investment, how to select a broker when multiple brokers offer the same investment at the same price and other procedures relating to investments. These procedures are reviewed annually.

### **OVERSIGHT**

The Investment Committee consisting of the City Manager, the Assistant City Manager, and the Director of Finance with staff support, will meet at least annually to evaluate the portfolio performance and establish current investment strategies and allocations in accordance with the adopted Policy and its objectives.

(Adopted: RTC 85-388 (7/30/1985); Amended: RTC 86-387 (7/22/1986), 87-421 (8/11/1987), 88-379 (07-26/88), [No RTC] (7/18/1989), 90-342 (7/17/1990), 91-303 (7/23/1991), 92-370 (7/28/1992), 93-363 (7/27/1993), 94-410 (8/9/1994), 95-301 (7/25/1995), 96-300 (7/23/1996), 97-338 (7/29/1997), 98-273 (8/4/1998), 99-383 (8/17/1999), 00-320 (9/12/2000), 01-272 (7/31/2001), 02-296 (7/23/2002), 03-277 (8/12/2003), 04-290 (8/17/2004), 05-242 (8/16/05), (Clerical/clarity update, Policy Update Project 11/2005), 06-262 (8/22/06), 07-286 (8/21/2007), 08-256 (8/26/2008), 08-307 (10/14/2008) 09-213 (8/11/2009), 10-225 (8/31/2010), 11-176 (8/23/2011), 12-211 (9/11/2012), 13-252 (10/22/2013), 14-0804 (10/28/2014), 15-0864 (10/13/2015), 16-0693 (10/25/2016). 17-0775 (10/3/2017)

## COUNCIL POLICY MANUAL

Lead Department: Department of Finance

## GLOSSARY OF INVESTMENT TERMS

**Agencies.** Shorthand market terminology for any obligation issued by a *government-sponsored entity (GSE)*, or a *federally related institution*. Most obligations of GSEs are not guaranteed by the full faith and credit of the US government. Examples are:

**FFCB.** The Federal Farm Credit Bank System provides credit and liquidity in the agricultural industry. FFCB issues discount notes and bonds.

**FHLB.** The Federal Home Loan Bank provides credit and liquidity in the housing market. FHLB issues discount notes and bonds.

**FHLMC.** Like FHLB, the Federal Home Loan Mortgage Corporation provides credit and liquidity in the housing market. FHLMC, also called “FreddieMac” issues discount notes, bonds and mortgage pass-through securities.

**FNMA.** Like FHLB and FreddieMac, the Federal National Mortgage Association was established to provide credit and liquidity in the housing market. FNMA, also known as “FannieMae,” issues discount notes, bonds and mortgage pass-through securities.

**GNMA.** The Government National Mortgage Association, known as “GinnieMae,” issues mortgage pass-through securities, which are guaranteed by the full faith and credit of the US Government.

**PEFCO.** The Private Export Funding Corporation assists exporters. Obligations of PEFCO are not guaranteed by the full faith and credit of the US government.

**TVA.** The Tennessee Valley Authority provides flood control and power and promotes development in portions of the Tennessee, Ohio, and Mississippi River valleys. TVA currently issues discount notes and bonds.

**Asked.** The price at which a seller offers to sell a security.

**Average Life.** In mortgage-related investments, including CMOs, the average time to expected receipt of principal payments, weighted by the amount of principal expected.

**Banker’s Acceptance.** A money market instrument created to facilitate international trade transactions. It is highly liquid and safe because the risk of the trade transaction is transferred to the bank which “accepts” the obligation to pay the investor.

**Benchmark.** A comparison security or portfolio. A performance benchmark is a partial market index, which reflects the mix of securities allowed under a specific investment policy.

**Bid.** The price at which a buyer offers to buy a security.

**Broker.** A broker brings buyers and sellers together for a transaction for which the broker receives a commission. A broker does not sell securities from his own position.

**Callable.** A callable security gives the issuer the option to call it from the investor prior to its maturity. The main cause of a call is a decline in interest rates. If interest rates decline since an issuer issues securities, it will likely call its current securities and reissue them at a lower rate of interest. Callable securities have reinvestment risk as the investor may receive its principal back when interest rates are lower than when the investment was initially made.

**Certificate of Deposit (CD).** A time deposit with a specific maturity evidenced by a certificate. Large denomination CDs may be marketable.

**Collateral.** Securities or cash pledged by a borrower to secure repayment of a loan or repurchase agreement. Also, securities pledged by a financial institution to secure deposits of public monies.

**Collateralized Mortgage Obligations (CMO).** Classes of bonds that redistribute the cash flows of mortgage securities (and whole loans) to create securities that have different levels of prepayment risk, as compared to the underlying mortgage securities.

**Commercial Paper.** The short-term unsecured debt of corporations.

**Cost Yield.** The annual income from an investment divided by the purchase cost. Because it does not give effect to premiums and discounts which may have been included in the purchase cost, it is an incomplete measure of return.

**Coupon.** The rate of return at which interest is paid on a bond.

**Credit Risk.** The risk that principal and/or interest on an investment will not be paid in a timely manner due to changes in the condition of the issuer.

**Current Yield.** The annual income from an investment divided by the current market value. Since the mathematical calculation relies on the current market value rather than the investor's cost, current yield is unrelated to the actual return the investor will earn if the security is held to maturity.

**Dealer.** A dealer acts as a principal in security transactions, selling securities from and buying securities for his own position.

**Debenture.** A bond secured only by the general credit of the issuer.

**Delivery vs. Payment (DVP).** A securities industry procedure whereby payment for a security must be made at the time the security is delivered to the purchaser's agent.

**Derivative.** Any security that has principal and/or interest payments which are subject to uncertainty (but not for reasons of default or credit risk) as to timing and/or amount, or any security which represents a component of another security which has been separated from other components ("Stripped" coupons and principal). A derivative is also defined as a financial instrument the value of which is totally or partially derived from the value of another instrument, interest rate, or index.

**Discount.** The difference between the par value of a bond and the cost of the bond, when the cost is below par. Some short-term securities, such as T-bills and banker's acceptances, are known as **discount securities**. They sell at a discount from par, and return the par value to the investor at maturity without additional interest. Other securities, which have fixed coupons, trade at a discount when the coupon rate is lower than the current market rate for securities of that maturity and/or quality.

**Diversification.** Dividing investment funds among a variety of investments to avoid excessive exposure to any one source of risk.

**Duration.** The weighted average time to maturity of a bond where the weights are the present values of the future cash flows. Duration measures the price sensitivity of a bond to changes in interest rates. (See modified duration).

**Federal Funds Rate.** The rate of interest charged by banks for short-term loans to other banks. The Federal Reserve Bank through open-market operations establishes it.

**Federal Open Market Committee.** A committee of the Federal Reserve Board that establishes monetary policy and executes it through temporary and permanent changes to the supply of bank reserves.

**Haircut.** The margin or difference between the actual market value of a security and the value assessed by the lending side of a transaction (i.e. a repo).

**Leverage.** Borrowing funds in order to invest in securities that have the potential to pay earnings at a rate higher than the cost of borrowing.

**Liquidity.** The speed and ease with which an asset can be converted to cash.

**Make Whole Call.** A type of call provision on a bond that allows the issuer to pay off the remaining debt early. Unlike a call option, with a make whole call provision, the issuer makes a lump sum payment that equals the net present value (NPV) of future coupon payments that will not be paid because of the call. With this type of call, an investor is compensated, or "made whole."

**Margin.** The difference between the market value of a security and the loan a broker makes using that security as collateral.

**Market Risk.** The risk that the value of securities will fluctuate with changes in overall market conditions or interest rates.

**Market Value.** The price at which a security can be traded.

**Marking to Market.** The process of posting current market values for securities in a portfolio.

**Maturity.** The final date upon which the principal of a security becomes due and payable.

**Medium Term Notes.** Unsecured, investment-grade senior debt securities of major corporations which are sold in relatively small amounts on either a continuous or an intermittent basis. MTNs are highly flexible debt instruments that can be structured to respond to market opportunities or to investor preferences.

**Modified Duration.** The percent change in price for a 100 basis point change in yields. Modified duration is the best single measure of a portfolio's or security's exposure to market risk.

**Money Market.** The market in which short-term debt instruments (Tbills, discount notes, commercial paper, and banker's acceptances) are issued and traded.

**Mortgage Pass-Through Securities.** A securitized participation in the interest and principal cash flows from a specified pool of mortgages. Principal and interest payments made on the mortgages are passed through to the holder of the security.

**Mutual Fund.** An entity which pools the funds of investors and invests those funds in a set of securities which is specifically defined in the fund's prospectus. Mutual funds can be invested in various types of domestic and/or international stocks, bonds, and money market instruments, as set forth in the individual fund's prospectus. For most large, institutional investors, the costs associated with investing in mutual funds are higher than the investor can obtain through an individually managed portfolio.

**Premium.** The difference between the par value of a bond and the cost of the bond, when the cost is above par.

**Prepayment Speed.** A measure of how quickly principal is repaid to investors in mortgage securities.

**Prepayment Window.** The time period over which principal repayments will be received on mortgage securities at a specified prepayment speed.

**Primary Dealer.** A financial institution (1) that is a trading counterparty with the Federal Reserve in its execution of market operations to carry out U.S. monetary policy, and (2) that participates for statistical reporting purposes in compiling data on activity in the U.S. Government securities market.

**Prudent Person (Prudent Investor) Rule.** A standard of responsibility which applies to fiduciaries. In California, the rule is stated as "Investments shall be managed with the care,

skill, prudence and diligence, under the circumstances then prevailing, that a prudent person, acting in a like capacity and familiarity with such matters, would use in the conduct of an enterprise of like character and with like aims to accomplish similar purposes.”

**Realized Yield.** The change in value of the portfolio due to interest received and interest earned and realized gains and losses. It does not give effect to changes in market value on securities, which have not been sold from the portfolio.

**Regional Dealer.** A financial intermediary that buys and sells securities for the benefit of its customers without maintaining substantial inventories of securities and that is not a primary dealer.

**Repurchase Agreement (RP, Repo).** Short-term purchases of securities with a simultaneous agreement to sell the securities back at a higher price. From the seller’s point of view, the same transaction is a reverse repurchase agreement.

**Safekeeping.** A service to bank customers whereby securities are held by the bank in the customer’s name.

**Structured Note.** A complex, fixed income instrument, which pays interest, based on a formula tied to other interest rates, commodities or indices. Examples include inverse floating rate notes which have coupons that increase when other interest rates are falling, and which fall when other interest rates are rising, and "dual index floaters," which pay interest based on the relationship between two other interest rates - for example, the yield on the ten-year Treasury note minus the Libor rate. Issuers of such notes lock in a reduced cost of borrowing by purchasing interest rate swap agreements.

**Supranational Debt.** Supranational debt is the term for debt (unsecured unsubordinated obligations issued or unconditionally guaranteed) of an international or multi-lateral financial agency. Supranationals are well capitalized and in most cases have strong credit support from contingent capital calls from their member countries. CGC 53601 was amended effective January 1, 2015 to allow local agencies to invest in the senior debt obligations of three supranational issuers which are eligible for purchase and resale within the United States, specifically the International Bank for Reconstruction and Development, International Finance Corporation, and Inter-American Development Bank.

**Total Rate of Return.** A measure of a portfolio’s performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending value; it includes interest earnings, realized and unrealized gains, and losses in the portfolio.

**U.S. Treasury Obligations.** Securities issued by the U.S. Treasury and backed by the full faith and credit of the United States. Treasuries are considered to have no credit risk, and are the benchmark for interest rates on all other securities in the US and overseas. The Treasury issues both discounted securities and fixed coupon notes and bonds.

**Treasury Bills.** All securities issued with initial maturities of one year or less are issued as discounted instruments, and are called Treasury bills. The Treasury currently issues three- and six-month Tbills at regular weekly auctions. It also issues “cash management” bills as needed to smooth out cash flows.

**Treasury Notes.** All securities issued with initial maturities of two to ten years are called Treasury notes, and pay interest semi-annually.

**Treasury Bonds.** All securities issued with initial maturities greater than ten years are called Treasury bonds. Like Treasury notes, they pay interest semi-annually.

**Volatility.** The rate at which security prices change with changes in general economic conditions or the general level of interest rates.

**Yield to Maturity.** The annualized internal rate of return on an investment which equates the expected cash flows from the investment to its cost.



# City of Sunnyvale

## Agenda Item

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18-0683

Agenda Date: 8/14/2018

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### REPORT TO COUNCIL

#### **SUBJECT**

Third Amendment to Outside Counsel Agreement with Liebert Cassidy Whitmore for Litigation Services

#### **REPORT IN BRIEF**

Approval is requested for a Third Amendment to the Outside Counsel Agreement with the law firm of Liebert Cassidy Whitmore for legal services and representation of the City in the matter of *Castro, Juan v. City of Sunnyvale*, Case No. 17-CV-309241, currently pending in the Santa Clara County Superior Court. This Third Amendment is needed to cover the pre-trial costs associated with this case, which is estimated to be \$155,000.

#### **BACKGROUND**

Suzanne Solomon, a partner in the law firm Liebert Cassidy Whitmore in San Francisco, is an experienced trial lawyer who has represented public entities, private companies and individuals in a wide range of employment disputes. Ms. Solomon and her firm were retained by the City Attorney under Section 908 of the City Charter to represent the City and provide legal services, consultation and advice concerning the above referenced case in litigation. The Agreement was entered in May 2017, and the not to exceed amount has been increased twice to the current not to exceed amount of \$150,000. The term of the Agreement expires in May 2020.

#### **DISCUSSION**

Plaintiff filed a race discrimination lawsuit against the City on April 3, 2017.

The City has been vigorously defending the case and a motion for summary judgment is pending. This amendment, which will increase the not-to-exceed amount by \$155,000 for a total new not-to-exceed amount of \$305,000, will cover the balance of costs for the summary judgment motion and, if it is not granted, anticipated pre-trial costs, including remaining depositions and case management.

#### **ENVIRONMENTAL REVIEW**

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

#### **FISCAL IMPACT**

Funds are available in the FY 2018/19 Liability and Property Insurance Fund for this Third Amendment.

#### **PUBLIC CONTACT**



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

**RECOMMENDATION**

Authorize the City Attorney to execute a Third Amendment, in substantially the same form as Attachment 1 to the report, to the Outside Counsel Agreement with the law firm of Liebert Cassidy Whitmore to increase the not-to-exceed amount by \$155,000, for a total new not-to-exceed contract amount of \$305,000.

Prepared by: Nichole G. Anglin, Paralegal  
Reviewed by: Melissa C. Tronquet, Assistant City Attorney  
Approved by: John A. Nagel, City Attorney

**ATTACHMENT**

1. Draft Third Amendment to Outside Counsel Agreement

**THIRD AMENDMENT TO  
LEGAL SERVICES AGREEMENT  
BETWEEN THE CITY OF SUNNYVALE AND  
LIEBERT CASSIDY WHITMORE, A PROFESSIONAL  
CORPORATION  
(Castro, Juan vs. City of Sunnyvale )**

THIS THIRD AMENDMENT TO LEGAL SERVICES AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by the CITY OF SUNNYVALE (“City”), a municipal corporation and LIEBERT CASSIDY WHITMORE, a California professional corporation (“Outside Counsel”).

**RECITALS**

**WHEREAS**, on May 22, 2017, City and Outside Counsel entered into an agreement entitled, “Legal Services Agreement between the City of Sunnyvale and Liebert Cassidy Whitmore, a professional corporation (Castro, Juan vs. City of Sunnyvale)” (“Agreement”); and

**WHEREAS**, the Agreement was amended on December 27, 2017 (“First Amendment”) and April 24, 2018 (“Second Amendment”) to increase the total compensation allowed to \$100,000 in the First Amendment, and to \$150,000 in the Second Amendment; and

**WHEREAS**, City and Outside Counsel desire to amend the Agreement again to increase the amount of total compensation allowed by \$155,000 for the total compensation of \$305,000.

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

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

**3.0 COMPENSATION, REIMBURSEMENT AND METHOD OF PAYMENTS.**

- 3.1 Compensation.** Fees for all legal services provided hereunder shall be charged in accordance with Third Revised Exhibit “A” which is attached and incorporated by reference. Exhibit “A” may be amended, from time to time, to alter fees and charges applicable hereto provided that a letter agreement is duly signed and approved by the City Attorney. The total amount of fees and expenses shall not exceed \$305,000. Outside Counsel shall notify the City prior to incurring billable costs in excess of 95% of the not-to-exceed amount.

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

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

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

**CITY OF SUNNYVALE**, a municipal  
corporation

**LIEBERT CASSIDY WHITMORE**, a  
California professional corporation

By \_\_\_\_\_  
JOHN A. NAGEL  
City Attorney

By \_\_\_\_\_  
J. SCOTT TIEDEMANN  
Managing Partner

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**THIRD REVISED EXHIBIT A**

**FEE SCHEDULE**

**HOURLY RATES**

Partners	\$360
Senior Counsel	\$320
Associates	\$210 - \$300
Labor Relations/ HR Consultant	\$195 - \$230
Paraprofessionals & Litigation Support	\$80 - \$170



# City of Sunnyvale

## Agenda Item

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**18-0698**

**Agenda Date:** 8/14/2018

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**SUBJECT**

Adopt Ordinance No. 3135-18 Enacting and adopting a new Chapter 9.43 (Firearms Sales) of Title 9 (Public Peace, Safety or Welfare) of the Sunnyvale Municipal Code

**RECOMMENDATION**

Adopt Ordinance No. 3135-18

**ATTACHMENT**

1. Ordinance No. 3135-18



## ORDINANCE NO. 3135-18

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY  
OF SUNNYVALE ENACTING AND ADOPTING A NEW  
CHAPTER 9.43 (FIREARMS SALES) OF TITLE 9 (PUBLIC  
PEACE, SAFETY OR WELFARE) OF THE SUNNYVALE  
MUNICIPAL CODE**

WHEREAS, semi-automatic centerfire rifles, such as the AR-15, are a popular type of sporting rifle that can be legally used for hunting and target shooting; and

WHEREAS, semi-automatic centerfire rifles can be fired rapidly and could have large magazines that are easy to swap out; and

WHEREAS, semi-automatic rifles have been used in a number of recent mass-shooting incidents including Parkland, Florida; Las Vegas; San Bernardino; Newtown, Connecticut; and Aurora, Colorado; and

WHEREAS, the incident at Stoneman Douglas High School in Parkland, Florida, which killed 17 people, was perpetrated by a 19-year-old former student who had legally purchased the AR-15 style rifle used in the attack; and

WHEREAS, the shooting at Stoneman Douglas High School has called attention to the differing legal treatment of purchasing handguns and long guns (rifles and shotguns); and

WHEREAS, persons under 21 are restricted from purchasing handguns, but persons under 21 are generally allowed to obtain long guns, including semi-automatic centerfire rifles, unless they have a prior felony conviction, involuntary mental health commitment, or other disqualifying event in their background; and

WHEREAS, raising the age limit for purchase of semi-automatic centerfire rifles will help prevent or reduce the number of casualties in future mass shooting incidents; and

WHEREAS, nothing in the text of the Second Amendment, as interpreted authoritatively in *District of Columbia v. Heller*, suggests the Second Amendment confers an independent right to sell or trade weapons; and

WHEREAS, no contemporary commentary suggests that the right codified in the Second Amendment independently created a commercial entitlement to sell guns if the right of the people to obtain and bear arms are not compromised; and

WHEREAS, semi-automatic center fire rifle buyers under the age of 21 do not have any right to purchase such rifles in a particular location as long as their access to make such purchases are not meaningfully constrained; and

WHEREAS, in January 2018 there were 76 federal firearms licensees located in other cities within Santa Clara County, including but not limited to 3 such licensees located in the City of Cupertino, 10 in the City of Santa Clara, 7 in the City of Milpitas and 25 in the City of San Jose; and

WHEREAS, the number of federal firearm licenses located in other cities in Santa Clara County provides a sufficient number of alternative locations for semi-automatic center fire rifles buyers under the age of 21 will not be meaningfully constrained in their ability to purchase such rifles.

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

SECTION 1. CHAPTER 9.43 ADDED. Chapter 9.43 (Firearms Sales) of Title 9 (Public Peace, Safety or Welfare) of the Sunnyvale Municipal Code is hereby added to read as set forth in Exhibit A (Chapter 9.43 (Firearms Sales)) attached and incorporated by reference.

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

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

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

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

Introduced at a regular meeting of the City Council held on July 31, 2018, and adopted as an ordinance of the City of Sunnyvale at a regular meeting of the City Council held on \_\_\_\_\_, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

RECUSAL:

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor

(SEAL)

APPROVED AS TO FORM:

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



## **EXHIBIT A**

### **Chapter 9.43 FIREARMS SALES**

<b>9.43.010</b>	<b>Definitions</b>
<b>9.43.020</b>	<b>License Required</b>
<b>9.43.030</b>	<b>Application – Form – Fees</b>
<b>9.43.040</b>	<b>Application – Investigation</b>
<b>9.43.050</b>	<b>Application - Denial.</b>
<b>9.43.060</b>	<b>License - Duration - Renewal.</b>
<b>9.43.070</b>	<b>License - Assignment.</b>
<b>9.43.080</b>	<b>License - Conditions.</b>
<b>9.43.090</b>	<b>License - Grounds for Modification, Suspension or Revocation.</b>
<b>9.43.100</b>	<b>License - Hearing.</b>
<b>9.43.110</b>	<b>License - Liability insurance.</b>
<b>9.43.120</b>	<b>License - Authority to inspect.</b>
<b>9.43.130</b>	<b>Compliance.</b>

#### **9.43.010 Definitions**

The following words and phrases, whenever used in this section, shall be construed as follows:

(a) "Engaged in the business" means the conduct of a business by the selling, transferring, or leasing of any firearm; or the preparation for such conduct of business as evidenced by the securing of applicable federal or state licenses; or the holding of one's self out as engaged in the business of selling, transferring, or leasing of any firearm; or the selling, transferring, or leasing of any firearms in quantity, in series or in individual transactions, or in any other manner indicative of trade.

(b) "Firearm" means any revolver, rifle, shotgun or any other device designed to be used as a weapon, from which a projectile is expelled through a barrel by the force of an explosion or any other form of combustion. A "firearm" includes any device defined as a firearm by the California Penal Code as said definition now reads or may hereafter be amended to read.

(c) "Firearms dealer" means a person engaged in the business of selling, transferring, or leasing, or advertising for, sale, transfer, or lease, or offering or exposing for sale, transfer, or lease, any firearm.

(d) "Person" means natural person, association, partnership, firm, or corporation.

(e) "Semiautomatic centerfire rifle" means any repeating rifle that is fired by a strike from a firing pin in the center of a flat cartridge head, which utilizes a portion of the energy of a firing cartridge to extract the fired cartridge case and chamber the next round, and which requires a separate pull of the trigger to fire each cartridge.

#### **9.43.020 License Required**

No person shall engage in the business of selling, transferring or leasing, or advertising for sale, transfer or lease, or offering or exposing for sale, transfer or lease within this city any firearm unless that person has been issued a license pursuant to the provisions of this chapter.

**9.43.030 Application – Form – Fees**

(a) An applicant for a license under this chapter shall file with the Chief of Public Safety a sworn application in writing, on a form to be furnished by the city. The applicant shall provide all information requested, including proof of compliance with all applicable federal, state, and local laws when required by the Chief of Public Safety, or the application will not be deemed complete. The application shall be accompanied by a nonrefundable fee as set forth in the city's fee schedule.

(b) Any person proposing to engage in business as a firearms dealer within this city shall secure the applicable federal license and shall have thirty calendar days after approval of such federal license to apply for a city license in compliance with the provision of this chapter and shall not engage in the business as a firearms dealer within the city until the city license is issued.

**9.43.040 Application – Investigation**

The Chief of Public Safety shall conduct an appropriate investigation of the applicant to determine for the protection of the public safety whether the license may be issued. The Chief of Public Safety may require additional information of an applicant which he or she deems necessary to complete the investigation.

**9.43.050 Application - Denial.**

(a) The Chief of Public Safety shall issue a license to an applicant unless he or she finds any of the following:

(1) The applicant, or an officer, employee, or agent thereof is under the age of twenty-one years;

(2) The applicant is not licensed as required by all applicable federal, state, and local laws;

(3) The applicant, or an officer, employee, or agent thereof has had a similar type of license previously revoked or denied for good cause within the immediately preceding year;

(4) The applicant, or an officer, employee, or agent thereof has knowingly made any false or misleading statement of a material fact or omission of a material fact in the application for a license;

(5) The applicant, or an officer, employee, or agent thereof has been convicted of:

(A) Any offense so as to disqualify the applicant, or an officer, employee, or agent thereof from owning or possessing a firearm under applicable federal, state, and local laws,

(B) Any offense relating to the manufacture, sale, possession, use, or registration of any firearm or dangerous or deadly weapon,

(C) Any offense involving the use of force or violence upon the person of another,

(D) Any offense involving theft, fraud, dishonesty, or deceit,

(E) Any offense involving the manufacture, sale, possession, or use of any controlled substance as defined by the California Health and Safety Code as said definition now reads or may hereafter be amended to read;

(6) The applicant, or an officer, employee, or agent thereof is an unlawful user of any controlled substance as defined by the California Health and Safety Code as said definition now reads or may hereafter be amended to read, or is an excessive user of alcohol, to the extent that such use would impair his or her fitness to be a firearms dealer;

(7) The applicant, or an officer, employee, or agent thereof has been adjudicated as a mental defective, or has been committed to a mental institution, or suffers from any psychological disturbance which would impair his or her fitness to be a firearms dealer;

(8) The operation of the business as proposed will not comply with all applicable federal, state, and local laws;

(9) The applicant, or an officer, employee, or agent thereof does not have and/or cannot provide evidence of, a possessory interest in the property at which the proposed business will be conducted;

(10) The operation of the firearm dealer business as proposed in the application for the license will violate any applicable building, fire, health or zoning requirements set forth in this code.

#### **9.43.060 License - Duration - Renewal.**

All licenses issued pursuant to this chapter shall expire one year after the date of issuance; provided, however, that such licenses may be renewed by the Chief of Public Safety for additional periods of one year upon approval of an application for renewal by the Chief of Public Safety payment of the renewal fee. Such renewal application must be received by the Chief of Public Safety, in completed form, no later than forty-five days prior to the expiration of the current license.

#### **9.43.070 License - Assignment.**

The assignment or attempt to assign any license issued pursuant to this chapter is unlawful and any such assignment or attempt to assign a license shall render the license null and void.

#### **9.43.080 License - Conditions.**

Any licenses issued pursuant to this chapter shall be subject to all of the following conditions, the breach of any of which shall be sufficient cause for revocation of the license by the Chief of Public Safety:

(a) The business shall be carried on only in the building located at the street address shown on the license, except for gun shows as permitted under state and federal law.;

(b) The license or a copy thereof, certified by the Chief of Public Safety, shall be displayed on the premises where it can easily be seen;

(c) The licensee shall comply with all federal and state firearms laws;

(d) The licensee shall comply with all provisions of California Penal Code Sections 26700 et. seq. regarding business regulations and building specifications for firearm security, as well as any other security plan or requirements imposed by the Chief of Public Safety;

(e) The licensee shall not operate in a manner that is detrimental to the public health or safety or otherwise constitutes a nuisance;

(f) The licensee shall comply with all federal, state and local laws and ordinances;

(g) The licensee shall not sell, supply, deliver, or give possession or control of any semiautomatic centerfire rifle to any person under 21 years of age. This prohibition does not

apply to the sale, supplying, delivery, or giving possession or control of a semiautomatic centerfire rifle to any of the following persons who are at least 18 years of age:

(1) An active peace officer, as described in Penal Code Section 830 et seq. who is authorized to carry a firearm in the course and scope of his or her employment.

(2) An active federal officer or law enforcement agent who is authorized to carry a firearm in the course and scope of his or her employment.

(3) A reserve peace officer, as defined in Penal Code Section 832.6, who is authorized to carry a firearm in the course and scope of his or her employment as a reserve peace officer.

(4) A person who provides proper identification of his or her active membership in the United States Armed Forces, the National Guard, the Air National Guard, or active reserve components of the United States. For purposes of this subparagraph, proper identification includes an Armed Forces Identification Card or other written documentation certifying that the individual is an active member.

Any license issued pursuant to this chapter shall be subject to such additional conditions as the Chief of Public Safety finds are reasonably related to the purposes of this chapter.

#### **9.43.090 License - Grounds for Modification, Suspension or Revocation.**

A license may be modified, suspended or revoked by the Chief of Public Safety for any of the following grounds:

(a) The licensee has violated a condition of the license or any provision of this Code.

(b) The licensee has knowingly made any false, misleading or fraudulent statement of material facts in the application for a license, or in any report or record required to be filed with the city.

(c) The licensee has continued to operate after the license has been suspended.

(d) The existence of the condition of the premises that constitutes a nuisance or is hazardous or unsafe for human occupancy.

#### **9.43.100 License - Hearing.**

(a) Any person whose application for a license has been denied, or whose license has been revoked pursuant to the provision of this chapter, shall have the right to a hearing before the Chief of Public Safety prior to final denial or prior to revocation.

(b) The Chief of Public Safety shall give the applicant or licensee written notice of his or her intent to deny the application or to modify, suspend or revoke the license. The notice shall set forth the ground or grounds for the chief of police's intent to deny the application or to modify, suspend or revoke the license, and shall inform the applicant or licensee that he or she has ten days from the date of receipt of the notice to file a written request for a hearing. The application may be denied or the license modified, suspended or revoked if a written hearing request is not received within the ten-day period.

(c) If the applicant or licensee files a timely hearing request, the Chief of Public Safety shall set a time and place for the hearing. All parties involved shall have the right to offer testimony, documentary and tangible evidence bearing on the issues, to be represented by counsel, and to confront and cross-examine any witnesses against them. The decision of the Chief of Public Safety whether to deny the application or to modify, suspend or revoke the license is final.

**9.43.110 License - Liability insurance.**

No license shall be issued or continued pursuant to this chapter unless there is in full force and effect a policy of insurance in such form as the city deems proper, executed by an insurance company approved by the city.

**9.43.120 License - Authority to inspect.**

Any and all investigating officials of the city shall have the right to enter the building designated in the license from time to time during regular business hours to make reasonable inspections to observe and enforce compliance with building, mechanical, fire, electrical, plumbing, or health regulations, or provisions of this chapter. A public safety investigator may conduct compliance inspections to ensure conformance with all federal, state, and local laws, and the provisions of this chapter. A warrant shall be obtained whenever required by law.

**9.43.130 Compliance.**

Any person engaging in the business of selling, transferring, or leasing, or advertising for sale, transfer or lease, or offering or exposing for sale, transfer or lease, any firearm on the effective date of the ordinance codified in this chapter shall have a period of sixty days after such effective date to comply with the provisions of this chapter.



# City of Sunnyvale

## Agenda Item

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18-0697

Agenda Date: 8/14/2018

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### REPORT TO CITY COUNCIL

#### SUBJECT

CONTINUED FROM JULY 31, 2018 CITY COUNCIL MEETING

#### **Proposed Project:**

**Appeal by the Applicant of a Planning Commission decision to deny a Design Review and Variance** to allow a new one-story single family home resulting in 1,963 square feet (1,640 square feet of living area and 323 square foot one-car garage) and 51% floor area ratio on a 3,800-square foot lot (FAR greater than 45% requires Planning Commission review) with the following requested variances:

- 10-15-foot front yard setback where 20 feet minimum is required;
- 7 foot 2-inch combined side yard setback where 10-foot minimum is required;
- One-covered parking space where two-covered parking spaces are required; and,
- No uncovered parking spaces where two-uncovered parking spaces are required (*subsequently revised to provide one uncovered space with substandard length of 18 feet*).

**Location:** 814 Coolidge Avenue (APN: 165-17-017)

**File #:** 2017-7765

**Zoning:** R-2 (Low Medium Density Residential)

**Applicant / Owner:** Joe and Raquel Fanucchi (applicant / owner)

**Environmental Review:** Class 1 Categorical Exemption relieves this project from the California Environmental Quality Act (CEQA) provisions that include minor additions to an existing single-family residence (CEQA Guidelines Section 15301).

**Project Planner:** Cindy Hom, (408) 730-7411, [chom@sunnyvale.ca.gov](mailto:chom@sunnyvale.ca.gov)

#### BACKGROUND

The project was continued from the July 31, 2018 City Council hearing to correct a public noticing error.

The project description was revised from the previous staff report (and notice) to reflect the net lot area of 3,800 square feet and resulting 51% floor area ratio (FAR) after the 5-foot street right-of-way dedication. An updated noticing map is provided in Attachment 1. An updated Data Table is Attachment 2 and includes updates to the property size, lot coverage, FAR, and revised driveway length.

#### Official Plan Lines for Coolidge Avenue

The official plan lines for Coolidge Avenue were adopted on May 31, 1960 by Ordinance No. 822 and codified in Sunnyvale Municipal Code (SMC) Chapter 19.06. The Official Plan Line is to provide a 50-foot right-of-way where 40 feet was originally provided. A 5-foot street dedication on each side of the street would be required. This results in a five-foot dedication for the subject property.

Dedications are required when a property is proposed for subdivision or when a new home is proposed on a property subject to the dedication. In this case, the project is considered as a new home due to the significant alteration of the home where more than 50% of the existing walls are modified. The City is acquiring the right of way incrementally with each project that comes forward. The widening of the street will not occur until the right-of-way for the entire block is obtained. Currently, 15 out of the 54 lots on Coolidge have dedicated a street easement.

### **SUMMARY OF COMMISSION ACTION**

The Planning Commission considered this item on May 14, 2018 and voted 4-3 to deny the Design Review and Variance. The basis of their denial included the following:

- Substantial number of requested deviations.
- Substandard parking condition would result in negative parking impacts to the neighborhood.
- Insufficient evidence for compliance with fire and safety requirements.
- Architectural design was lacking decorative elements.

### **APPEAL**

On May 29, 2018, the project was appealed by the applicant. The letter of appeal is included as Attachment 9. In summary, the appellant states the following reasons for the appeal:

- The project meets the required findings for a variance and the denial deprives the appellant of privileges that are enjoyed by other R-2 properties as well as those that were granted variances for similar deviations for lot coverage and reduced building setback utilizing the 5-foot street easement dedication as a justification for the hardship. Furthermore, other property owners along the residential block on Coolidge Avenue were granted design review permits that allowed for a continuation of legal, non-conforming conditions such as reduced building setbacks and the use of a one-car parking garage.
- The denial was due in part to the lack of clarity on the 5-foot street easement dedication. The Planning Commission did not fully consider the 5-foot street easement dedication is requirement of the City's official plan line for Coolidge Avenue. The only requirement is for the street easement dedication of 5 feet. The streetscape improvements have not been determined nor required to be installed now.
- After further consideration, the applicant/appellant has redesigned the site plan to provide a driveway depth of 18 feet to be consistent with the standard parking stall dimension.

### **STAFF COMMENTS ON APPEAL**

The purpose and intent of a variance is to allow for deviations from current zoning requirements due to a physical hardship or unusual circumstances making it difficult for the property owner to comply with the zoning development standards or prevents the property owner from enjoying the same privileges as other property owners in the same zoning district in the vicinity. Many of the variance items are requested to allow the new home to maintain existing non-conforming walls and to accommodate the 5-foot street easement dedication for future Coolidge Avenue widening.

#### **Minimum Lot Coverage (*Design Review*)**

Staff supports the request to allow lot coverage of 51% instead of the required 45% because the small lot is 3,800 square feet (after dedication) where the minimum lot size for an R-2 lot is 8,000 square feet.

Reduced Setbacks (*Variance*)

Staff supports the reduced front and combined side yard setbacks because the unusually narrow property makes meeting the setback requirements difficult.

Staff also finds the granting of a variance would not constitute as a special privilege because of the previous variances for similar deviations that were approved for other homes on the same block on Coolidge Avenue. Attachment 10 provides a summary of the approved Design Review and Variances that were granted for similar deviations and/or continuation of legal, nonconforming conditions.

Revised Site Plan and Uncovered Parking Space (*Variance*)

The required uncovered parking for a single-family house is two spaces that are 20-feet in length. The applicant initially proposed a 15-foot long one-car driveway, which requires a variance. The applicant has subsequently proposed to lengthen the driveway space to 18-feet in length. Staff would be concerned that driveway spaces that are too short could result in a vehicle overhanging the public sidewalk. In 2000, a variance was approved for a 15-foot driveway depth for the home at 809 Coolidge Avenue (Variance No. 2000-0715); that site met the minimum covered parking requirements with a two-car garage. In recent R-2/PD subdivisions, an 18-foot driveway depth has been approved to satisfy the uncovered parking requirements; these subdivisions were typically on private streets. Parking spaces in parking lots are required to provide a minimum parking space length of 18 feet. In this case, the project would be providing one covered parking space and one uncovered parking if the Variance is allowed for the reduced driveway depth. Staff supports the variance for the 18-foot parking space length as currently designed.

Compliance with Fire Codes

In the project plans reviewed by the Planning Commission, a note on the applicant's plans stated a fire division deviation was necessary for the distance of fire ladders from adjacent properties. After the Planning Commission consideration, Fire Protection staff further reviewed the plans and determined ladders are not required because of the single-story design and the plans were incorrect. Also, since it is a new home, fire sprinklers are required. The project therefore would meet Fire Code requirements.

**PUBLIC CONTACT**

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

**ALTERNATIVES**

1. Deny the Appeal and uphold the decision of the Planning Commission to deny the Design Review and Variance.
2. Make the necessary CEQA findings and grant the Appeal and approve the Design Review and Variances as requested by the applicant to allow variances for front yard setback, combined side yard setback, lot coverage, one covered parking space and one uncovered parking space with reduced length of 18 feet, subject to the findings in Attachment 3 and Conditions of Approval in Attachment 4.
3. Make the necessary CEQA findings and grant the Appeal and approve the Design Review and



Variance with modifications, as determined by the City Council, subject to modified findings and conditions of approval.

**STAFF RECOMMENDATION**

Alternative 2: Make the necessary California Environmental Quality Act findings and Grant the appeal and approve the Design Review and Variances as requested by the applicant to allow variances for front yard setback, combined side yard setback, lot coverage, one covered parking space and one uncovered parking space with reduced length of 18 feet, subject to the findings in Attachment 3 and Conditions of Approval in Attachment 4 of the report.

The original staff recommendation to allow all but one of the variances (uncovered parking space length) has been addressed by the revised driveway design. Staff finds that the reduced lot width and lot area justify approval of the variances and that the architectural details of the project, as conditioned, are compatible with the architecture in the neighborhood.

Prepared by: Cindy Hom, Associate Planner

Approved by: Andrew Miner, Assistant Director of Community Development

Reviewed by: Trudi Ryan, Director of Community Development

Reviewed by: Teri Silva, Assistant City Manager

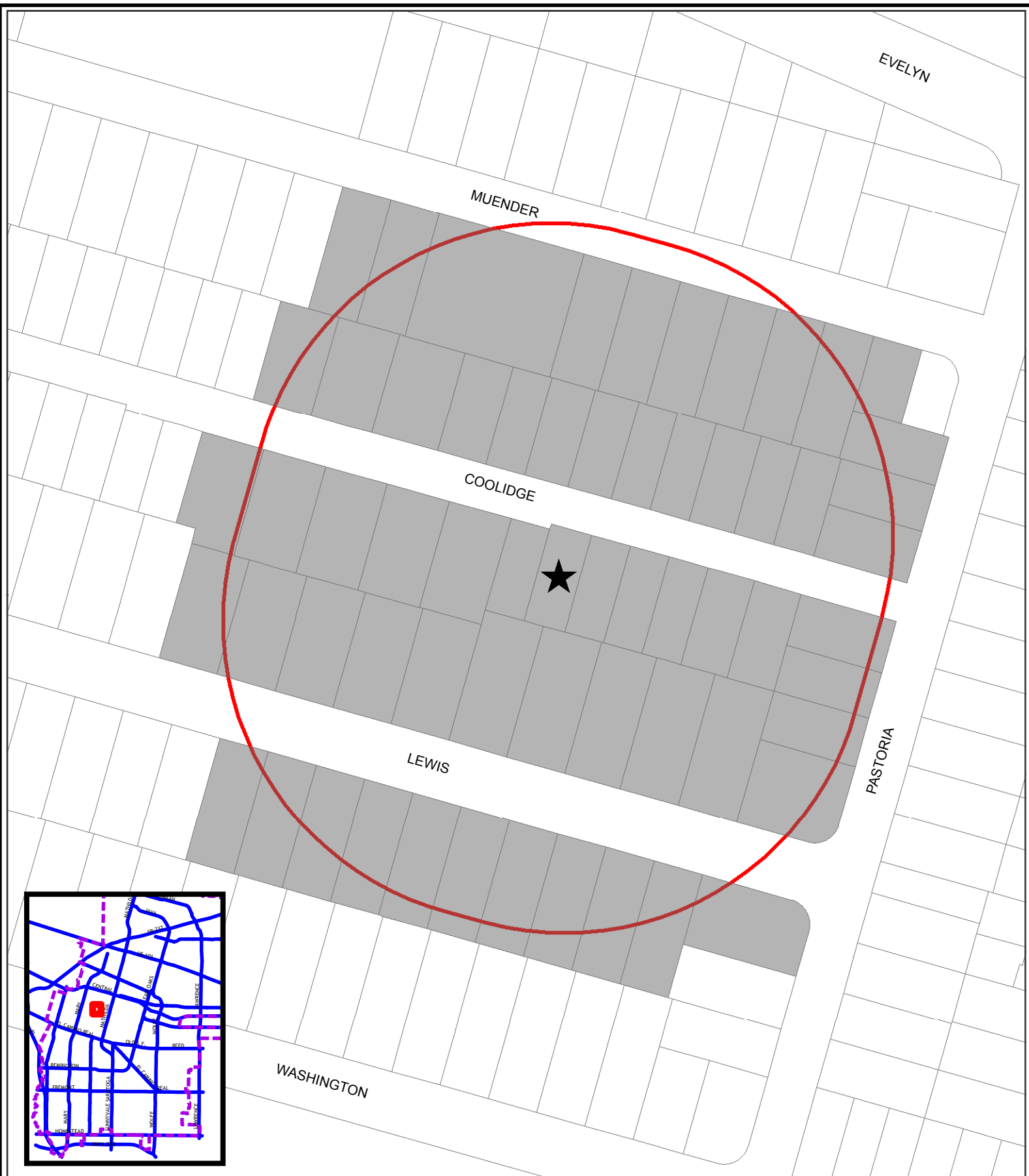
Approved by: Kent Steffens, City Manager

**ATTACHMENTS**

1. Vicinity and Noticing Radius Map (**updated**)
2. Project Data Table (**updated**)
3. Recommended Findings
4. Recommended Conditions of Approval
5. Project Plans
6. FAR Analysis

**Additional Attachments for Report to Council**

7. Report to Planning Commission of May 14, 2018 (without attachments)
8. Excerpt of Minutes of the Planning Commission Meeting of May 14, 2018
9. Appeal Letter
10. Variance Survey on Coolidge Avenue



2017-7765  
814 Coolidge Ave. (APN: 165-17-017)  
VARIANCE  
300-ft Area Map

0 40 80 160 Feet



## PROJECT DATA TABLE (Updated for August 14, 2018)

	EXISTING	PROPOSED	REQUIRED/ AS PERMITTED
<b>General Plan</b>	Low Medium Density Residential	Same	Low Medium Density Residential
<b>Zoning District</b>	R-2	Same	R-0
<b>Lot Size</b>	4,000 s.f.	3,800 s.f.	8,000 s.f.
<b>Gross Floor Area</b>	1,420 s.f.	1,963 s.f.	1,800 s.f. <sup>1</sup>
<b>Lot Coverage</b>	35%	51%	45% max.
<b>Floor Area Ratio (FAR)</b>	35%	51%	45% <sup>1</sup>
<b>Building Height</b>	19'-10"	21'	30' max.
<b>No. of Stories</b>	One	One	Two max.
<b>Setbacks</b>			
<b>Front</b>			
1 <sup>st</sup> Floor	20'	15'	20' min.
<b>Left Side</b>			
Main dwelling	9'-10"	4	4' min.
Detached garage	2'-10"	To be demolish	
<b>Right Side</b>			
1 <sup>st</sup> Floor	3'-2"	3'-2"	4' min.
<b>Combined Side</b>			
1 <sup>st</sup> Floor	13'	7'-2"	8' min. (20% of lot width)
<b>Rear</b>			
Main dwelling	29'	20'	20' min.
Detached garage	5'-4"	To be demolish	
<b>Parking</b>			
<b>Total Spaces</b>	3	3	4 total
<b>Covered Spaces</b>	1	1	2 min.
<b>Uncovered Spaces</b>	2	2	2 min.
<b>Driveway</b>	9'-10" (w)	18'(d) x 17'-10" (w)	20' (d) x 17' (w)

<sup>1</sup> Threshold for Planning Commission Review

## Design Review

The proposed project is desirable in that the project's design and architecture conforms with the policies and principles of the Single-Family Home Design Techniques.

Basic Design Principle	Comments
<i>2.2.1 Reinforce prevailing neighborhood home orientation and entry patterns</i>	The new gabled roof over the entry helps in defining the front entry and is consistent with the architectural style of the house and immediate neighborhood. The proposed project does not alter home orientation or entry pattern. <b>Finding met</b>
<i>2.2.2 Respect the scale, bulk and character of homes in the adjacent neighborhood.</i>	As conditioned, the proposed project will provide a well-articulated building facade that helps minimize potential visual impact. The project is limited to a single-story addition and would not add visual bulk or mass to the street. <b>Finding met</b>
<i>2.2.3 Design homes to respect their immediate neighbors</i>	The proposed single-story addition would not result in privacy impacts to neighbors. Existing side and rear yard fences are at least 6 feet in height and will be maintained. <b>Finding met</b>
<i>2.2.4 Minimize the visual impacts of parking.</i>	As conditioned by staff, the garage addition will be pushed back to comply with the required front yard setback of 20 feet, which will help to accommodate the required two uncovered parking spaces. The proposed garage door consists of decorative panels and ornamental hardware. <b>Finding met</b>
<i>2.2.5 Respect the predominant materials and character of front yard landscaping.</i>	No changes to the existing front yard landscaping are proposed. <b>Finding met</b>
<i>2.2.6 Use high quality materials and craftsmanship</i>	The exterior materials are similar to those found in the neighborhood and applied in a manner that is consistent with the architecture. Finding Met. <b>Finding Met</b>
<i>2.2.7 Preserve mature landscaping</i>	The proposed project does not result in removal of any mature trees. <b>Finding Met</b>

## Variance

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In order to approve the Variance, the City Council must make the following findings. The proposal is seeking multiple deviations from R-2 zoning development standards.

### Required Findings:

1. Because of exceptional or extraordinary circumstances or conditions applicable to the property, or use, including size, shape, topography, location or surroundings, the strict application of the ordinance is found to deprive the property owner or privileges enjoyed by other properties in the vicinity and within the same zoning district. ***Finding Met***

Based on the review of the project, staff can make a reasonable finding there are unique circumstances or conditions that impair the site's ability to conform to the strict application of the zoning development standards. The subject site is substandard in terms of lot area and width. Within the R-2 zone, a typical lot is 8,000 square feet in size and 76 feet wide. The existing site is 4,000 square feet in size and 40 feet wide. The project is also required to provide a 5-foot wide street dedication in the form of an easement along Coolidge Avenue, which further reduces buildable lot area. The substandard lot size and width, and required street dedication creates an undue burden for the applicant comply with the required front, right side yard, combined side yard, lot coverage, and covered parking requirements. The addition is modest in size and limited to the expansion of an existing small kitchen and living room. No new bedrooms will be added.

2. The granting of the Variance will not be materially detrimental to the public welfare or injurious to the property, improvements or uses within the immediate vicinity and within the same zoning district. ***Finding Met***

The project will not result in impacts that will be materially detrimental or injurious to property, improvements or uses within the immediate vicinity or within the same zoning. The proposed addition is modest in size and retains a one-story residence as well as the architectural character of the neighborhood in terms of setbacks, lot coverage and parking. With implementation of the project, a good neighbor fence will privacy and minimizes visual impacts and maintains an aesthetic streetscape.

3. Upon granting of the Variance, the intent and purpose of the ordinance will still be served and the recipient of the Variance will not be granted special privileges not enjoyed by other surrounding property owners within the same zoning district. ***Finding Met***

Due to the physical hardship of building on substandard lots and providing the required street dedication, this block of Coolidge contains several homes that have been granted similar deviations. Reduced side and front yard setbacks are a common feature of this neighborhood. This neighborhood also contains several homes that have less than two covered parking spaces, including a property

across the street at 825 Coolidge Avenue, which contains three bedrooms and no covered parking spaces. Therefore, the applicant's request is consistent with established precedent.

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**RECOMMENDED  
CONDITIONS OF APPROVAL AND  
STANDARD DEVELOPMENT REQUIREMENTS  
APRIL 23, 2018**

**Planning Application 2017-7765**  
814 Coolidge Avenue

DESIGN REVIEW: to allow a new one-story single family home resulting in 1,963 square feet (1,640 square feet of living area and 323 square foot one-car garage) and 49% floor area ratio on a 4,000-square foot lot. VARIANCE: to allow the following deviations: 10 to 15-foot front yard setback where 20 feet minimum is required, 3-foot 2-inch right side yard setback where 4 feet minimum is required, 7-foot 2-inch combined side yard setback where 10 feet minimum is required, 49% lot coverage where 45% maximum is permitted, one-covered parking space where two-covered parking spaces are required, and no uncovered parking spaces where two-uncovered parking spaces are required.

The following Conditions of Approval [COA] and Standard Development Requirements [SDR] apply to the project referenced above. The COAs are specific conditions applicable to the proposed project. The SDRs are items which are codified or adopted by resolution and have been included for ease of reference, they may not be appealed or changed. The COAs and SDRs are grouped under specific headings that relate to the timing of required compliance. Additional language within a condition may further define the timing of required compliance. Applicable mitigation measures are noted with "Mitigation Measure" and placed in the applicable phase of the project.

In addition to complying with all applicable City, County, State and Federal Statutes, Codes, Ordinances, Resolutions and Regulations, Permittee expressly accepts and agrees to comply with the following Conditions of Approval and Standard Development Requirements of this Permit:

<p><b>GC: THE FOLLOWING GENERAL CONDITIONS AND STANDARD DEVELOPMENT REQUIREMENTS SHALL APPLY TO THE APPROVED PROJECT.</b></p>
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GC-1. CONFORMANCE WITH APPROVED PLANNING APPLICATION:

All building permit drawings and subsequent construction and operation shall substantially conform with the approved planning application, including: drawings/plans, materials samples, building colors, and other items submitted as part of the approved application. Any proposed amendments to the approved plans or Conditions of Approval are subject to review and approval by the City. The Director

- 
- of Community Development shall determine whether revisions are considered major or minor. Minor changes are subject to review and approval by the Director of Community Development. Major changes are subject to review at a public hearing. [COA] [PLANNING]
- GC-2. ENTITLEMENTS—EXERCISE AND EXPIRATION:  
The approved entitlements shall be null and void two years from the date of approval by the final review authority if the approval is not exercised, unless a written request for an extension is received prior to the expiration date and is approved by the Director of Community Development. [SDR] (PLANNING)
- GC-3. ENTITLEMENTS—DISCONTINUANCE AND EXPIRATION:  
The entitlements shall expire if discontinued for a period of two year or more. [SDR] (PLANNING)
- GC-4. INDEMNITY:  
The applicant/developer shall defend, indemnify, and hold harmless the City, or any of its boards, commissions, agents, officers, and employees (collectively, "City") from any claim, action, or proceeding against the City to attack, set aside, void, or annul, the approval of the project when such claim, action, or proceeding is brought within the time period provided for in applicable state and/or local statutes. The City shall promptly notify the developer of any such claim, action or proceeding. The City shall have the option of coordinating the defense. Nothing contained in this condition shall prohibit the City from participating in a defense of any claim, action, or proceeding if the City bears its own attorney's fees and costs, and the City defends the action in good faith. [COA] [OFFICE OF THE CITY ATTORNEY]
- GC-5. NOTICE OF FEES PROTEST:  
As required by California Government Code Section 66020, the project applicant is hereby notified that the 90-day period has begun as of the date of the approval of this application, in which the applicant may protest any fees, dedications, reservations, or other exactions imposed by the city as part of the approval or as a condition of approval of this development. The fees, dedications, reservations, or other exactions are described in the approved plans, conditions of approval, and/or adopted city impact fee schedule. [SDR] [PLANNING / OCA]



**PS: THE FOLLOWING CONDITIONS SHALL BE MET PRIOR TO SUBMITTAL OF BUILDING PERMIT, AND/OR GRADING PERMIT.**

PS-1. DECORATIVE MATERIALS:

Prior to building permit submittal, the Permittee shall revise the plans to include the following architectural treatment and/or elements to help improve the architectural detailing and add visual interest to the building:

- a) Enhanced window sills
- b) Decorative porch brackets and columns wraps that reinforces the architectural style of the home
- c) Decorative gable end that utilizes siding or shingle and decorative gable brackets that reinforces the architectural style
- d) Setback garage to provide the minimum 20-foot depth. [COA] [PLANNING]

PS-2. REVISE GARAGE SETBACK

Prior to building permit submittal, the Permittee shall redesign the garage to allow for two uncovered driveway parking spaces (17 feet wide by 20 feet deep). [COA] [PLANNING]

PS-3. EXTERIOR MATERIALS REVIEW:

Final exterior building materials and color scheme are subject to review and approval by the Director of Community Development prior to submittal of a building permit. [COA] [PLANNING]

**BP: THE FOLLOWING CONDITIONS SHALL BE ADDRESSED ON THE CONSTRUCTION PLANS SUBMITTED FOR ANY DEMOLITION PERMIT, BUILDING PERMIT, GRADING PERMIT, AND/OR ENCROACHMENT PERMIT AND SHALL BE MET PRIOR TO THE ISSUANCE OF SAID PERMIT(S).**

BP-1. CONDITIONS OF APPROVAL:

Final plans shall include all Conditions of Approval included as part of the approved application starting on sheet 2 of the plans. [COA] [PLANNING]

BP-2. RESPONSE TO CONDITIONS OF APPROVAL:

A written response indicating how each condition has or will be addressed shall accompany the building permit set of plans. [COA] [PLANNING]

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BP-3. GREEN BUILDING

The plans submitted for building permits shall demonstrate the project achieves a minimum of 80 points on the Green Point Rated checklist, or the minimum points required effective at the time of building permit submittal. The project plans shall be accompanied with a letter from the project's Green Point Rater/LEED AP verifying the project is designed to achieve the required points. [COA] [PLANNING] [BUILDING]

BP-4. BLUEPRINT FOR A CLEAN BAY:

The building permit plans shall include a "Blueprint for a Clean Bay" on one full sized sheet of the plans. [SDR] [PLANNING]

BP-5. BEST MANAGEMENT PRACTICES - STORMWATER:

The project shall comply with the following source control measures as outlined in the BMP Guidance Manual and SMC 12.60.220. Best management practices shall be identified on the building permit set of plans and shall be subject to review and approval by the Director of Public Works:

- a) Storm drain stenciling. The stencil is available from the City's Environmental Division Public Outreach Program, which may be reached by calling (408) 730-7738.
- b) Landscaping that minimizes irrigation and runoff, promotes surface infiltration where possible, minimizes the use of pesticides and fertilizers, and incorporates appropriate sustainable landscaping practices and programs such as Bay-Friendly Landscaping.
- c) Appropriate covers, drains, and storage precautions for outdoor material storage areas, loading docks, repair/maintenance bays, and fueling areas.
- d) Covered trash, food waste, and compactor enclosures.
- e) Plumbing of the following discharges to the sanitary sewer, subject to the local sanitary sewer agency's authority and standards:
  - i) Discharges from indoor floor mat/equipment/hood filter wash racks or covered outdoor wash racks for restaurants.
  - ii) Dumpster drips from covered trash and food compactor enclosures.
  - iii) Discharges from outdoor covered wash areas for vehicles, equipment, and accessories.
  - iv) Swimming pool water, spa/hot tub, water feature and fountain discharges if discharge to onsite vegetated areas is not a feasible option.
  - v) Fire sprinkler test water, if discharge to onsite vegetated areas is not a feasible option. [SDR] [PLANNING]

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**DC: THE FOLLOWING CONDITIONS SHALL BE COMPLIED WITH AT ALL TIMES DURING THE CONSTRUCTION PHASE OF THE PROJECT.**

---

DC-1. BLUEPRINT FOR A CLEAN BAY:

The project shall be in compliance with stormwater best management practices for general construction activity until the project is completed and either final occupancy has been granted. [SDR] [PLANNING]

DC-2. TREE PROTECTION:

All tree protection shall be maintained, as indicated in the tree protection plan, until construction has been completed and the installation of landscaping has begun. [COA] [PLANNING]

DC-3. CLIMATE ACTION PLAN – OFF ROAD EQUIPMENT REQUIREMENT:

OR 2.1: Idling times will be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]), or less. Clear signage will be provided at all access points to remind construction workers of idling restrictions.

OR 2.2: Construction equipment must be maintained per manufacturer's specifications.

OR 2.3: Planning and Building staff will work with project applicants to limit GHG emissions from construction equipment by selecting one of the following measures, at a minimum, as appropriate to the construction project:

- a) Substitute electrified or hybrid equipment for diesel- and gasoline-powered equipment where practical.
- b) Use alternatively fueled construction equipment on-site, where feasible, such as compressed natural gas (CNG), liquefied natural gas (LNG), propane, or biodiesel.
- c) Avoid the use of on-site generators by connecting to grid electricity or utilizing solar-powered equipment.
- d) Limit heavy-duty equipment idling time to a period of 3 minutes or less, exceeding CARB regulation minimum requirements of 5 minutes. [COA] [PLANNING]

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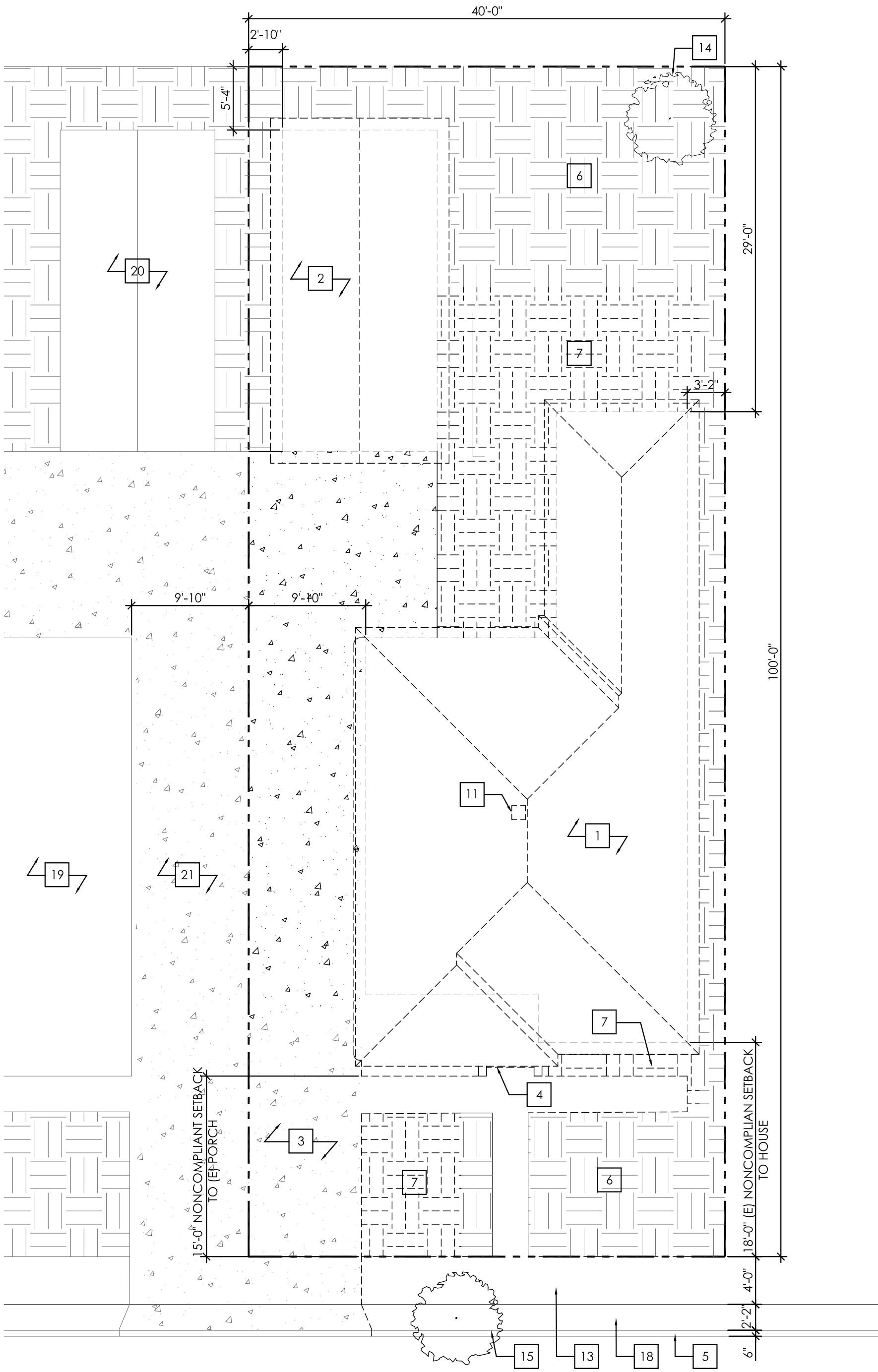
DC-4. DUST CONTROL:

At all times, the Bay Area Air Quality Management District's CEQA Guidelines and "Basic Construction Mitigation Measures Recommended for All Proposed Projects", shall be implemented. [COA]  
[PLANNING]



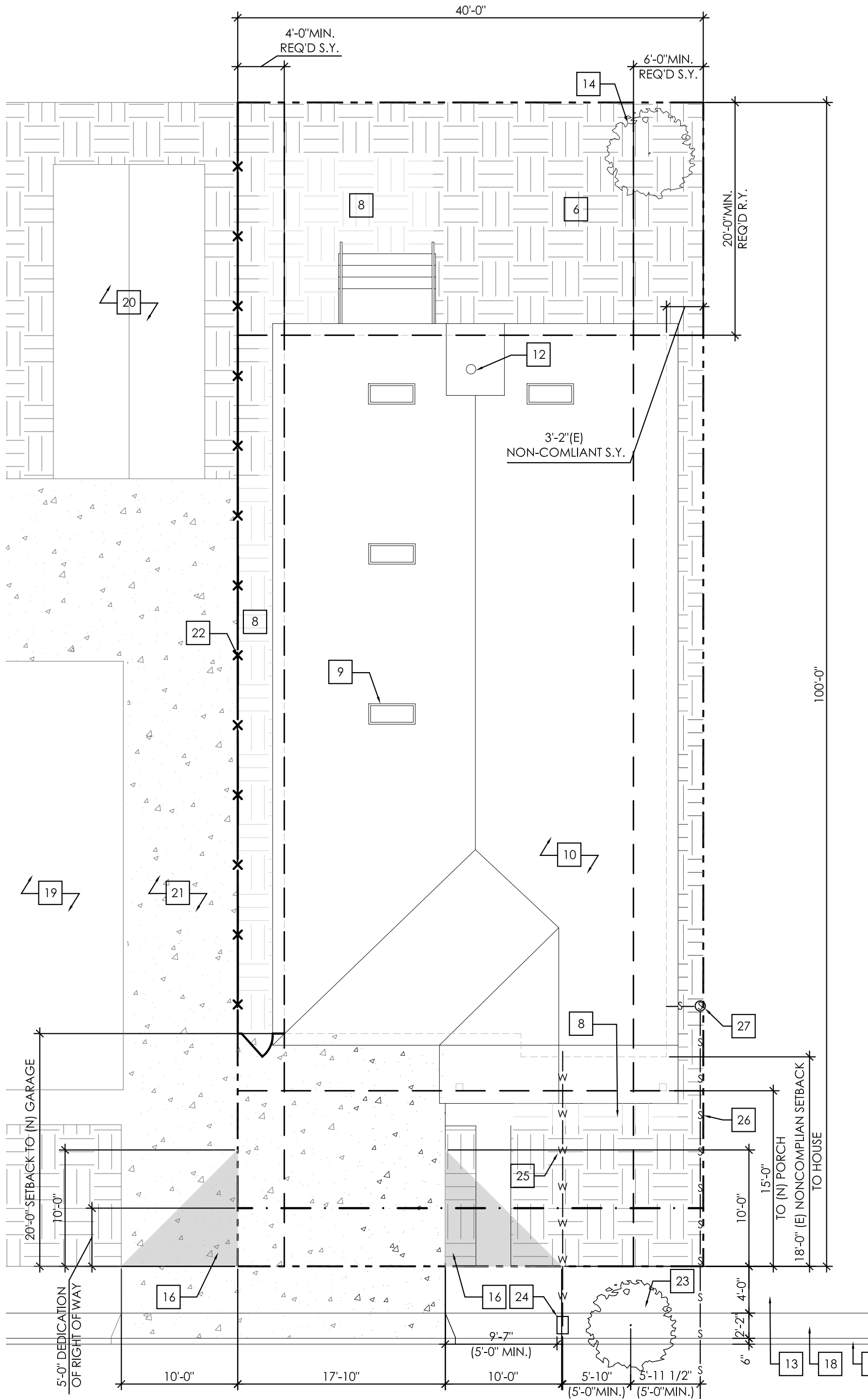






DEMO SITE PLAN

16



NEW SITE PLAN

8

LEGEND

- (E) CONCRETE
- (D) CONCRETE
- (N) CONCRETE
- (D) LANDSCAPING
- (E) LANDSCAPING
- (N) LANDSCAPING
- PROPERTY LINE
- (N) 5'-0" TALL FENCE
- (E) SANITARY SEWER LINE
- (E) WATER SERVICE LINE

KEY NOTES

- (E) BUILDING
- (E) GARAGE TO BE DEMO'D
- (E) DRIVEWAY ENTRY
- (E) STAIRS
- (E) CONCRETE CURB
- (E) LANDSCAPING
- (E) LANDSCAPE TO BE REMOVED
- (N) LANDSCAPING
- (N) SKYLIGHT
- (N) BUILDING
- (E) CHIMNEY
- (N) CHIMNEY
- (E) SIDEWALK
- (E) TREE TO REMAIN
- (E) STREET TREE TO BE REMOVED, TREE REMOVAL PERMIT HAS BEEN OBTAINED BY OWNER
- DRIVEWAY VISION TRIANGLE
- (N) CURB CUT AND RELOCATED DRIVEWAY
- (E) PAVED AND LANDSCAPED PLANNING STRIP
- (E) NEIGHBOR'S HOUSE
- (E) NEIGHBOR'S GARAGE
- (E) NEIGHBOR'S DRIVEWAY TO REMAIN
- (N) 5'-0" TALL FENCE AS SHOWN, ALL (N) WORK AND REPAIR TO (E) NEIGHBOR'S DRIVEWAY AS NEEDED TO BE COMPLETED BY THE 814 COOLIDGE HOMEOWNER
- RELOCATED STREET TREE FINAL SPECIES AND LOCATION TBD, TO BE SUBMITTED WITH BUILDING PERMIT
- (E) WATER METER TO BE UPGRADED TO A 3/4 INCH RADIO READ WATER METER, AND SHELL BE MAINTAIN A MIN. 5'-0" HORIZONTAL DISTANCE FROM STREET TREE AND DRIVEWAY
- (E) WATER SERVICE LINE
- (E) SANITARY SEWER LINE, SHELL BE MAINTAIN A MIN. 5'-0" HORIZONTAL DISTANCE FROM STREET TREE.
- (E) SANITARY SEWER CLEAN OUT

GENERAL NOTES

- CONSULT WITH OWNER REGARDING ALL ITEMS TO BE SALVAGED AND STORAGE LOCATION OF SALVAGED/RELOCATED ITEMS
- CONSULT WITH OWNER REGARDING DUMPSTER LOCATION
- CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO ALL ITEMS INCLUDING LANDSCAPE, NOT INTENDED TO BE DEMOLISHED
- PROVIDE ADEQUATE SUPPORT AND BRACING DURING CONSTRUCTION

SHEET NOTES

- REMOVE (E) LANDSCAPE AS REQ'D IN EFFECTED AREA OF WORK

FANUCCHI RESIDENCE

814 COOLIDGE AVENUE  
SUNNYVALE, CA 94086

REVISIONS

08.15.17	FOR PLANNING REVIEW
11.17.17	PLANNING COMMENTS
01.04.18	PLANNING COMMENTS
03.01.2018	PLANNING COMMENTS

DEMO SITE PLAN  
NEW SITE PLAN

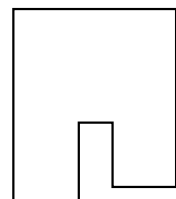
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Job	17041-1
Sheet	

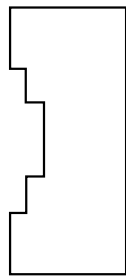
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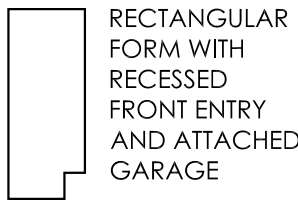
PLANNING SET

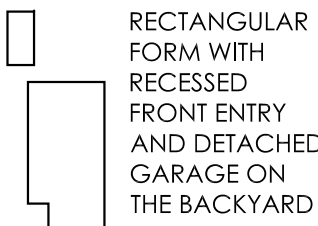


BUILDING FORM TYPES

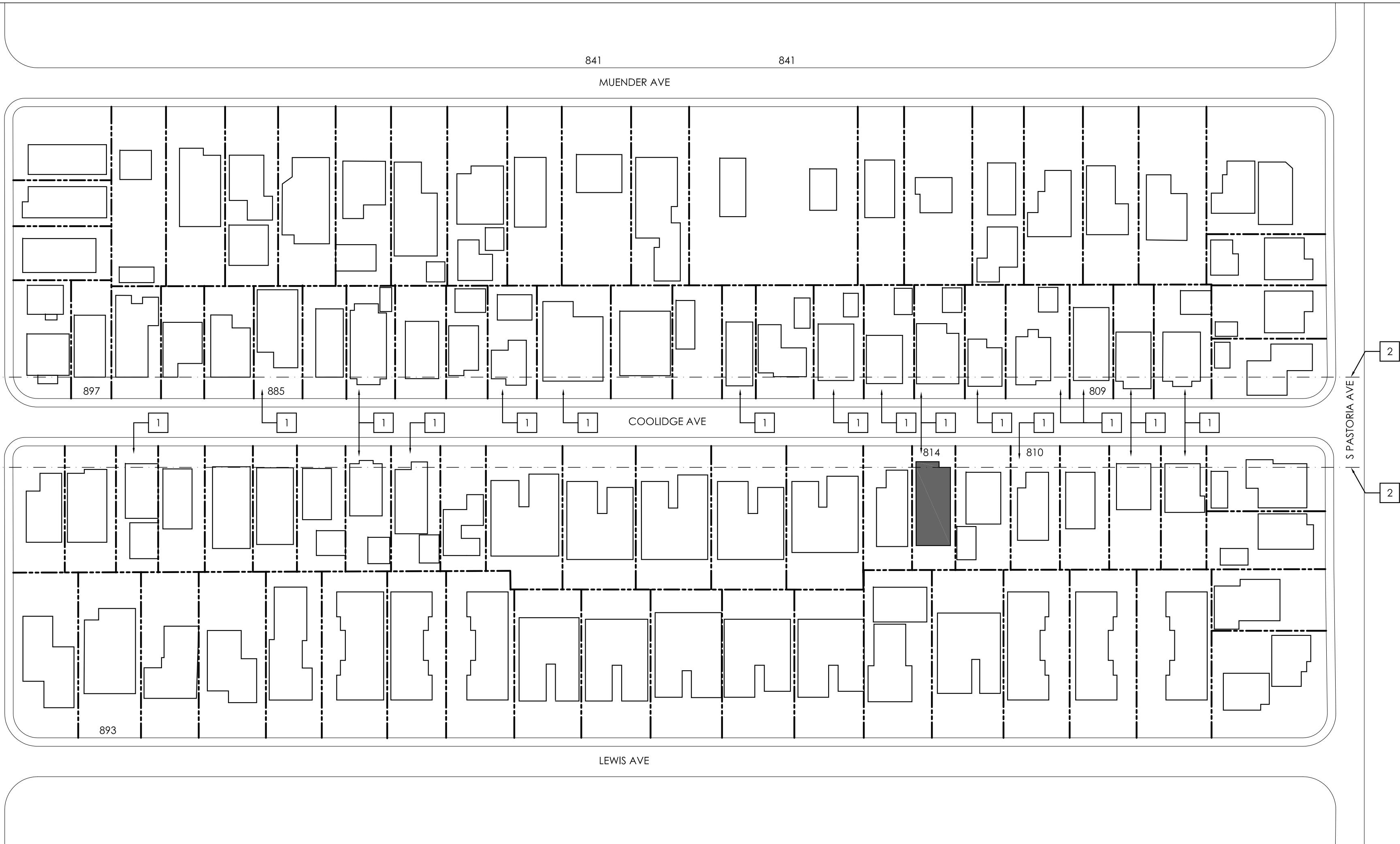
- 

"U" SHAPE WITH RECESSED ENTRY AND FRONT ATTACHED GARAGE
- 


RECTANGULAR FORM WITH A VOID/RECESSED ENTRY ON THE SIDE
- 

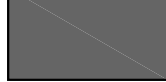
RECTANGULAR FORM WITH RECESSED FRONT ENTRY AND ATTACHED GARAGE
- 


RECTANGULAR FORM WITH RECESSED FRONT ENTRY AND DETACHED GARAGE ON THE BACKYARD




LEGEND

- 

(E) BUILDING FOOT PRINT
- 

SITE
- 

PROPERTY LINE
- 

REQUIRED 20'-0" FRONT SETBACK

KEY NOTES

- 1 (E) NON-COMPLIANT SETBACKS
- 2 REQUIRED 20'-0" FRONT SETBACK

NEIGHBORHOOD STYLE

ACCORDING TO "TYPICAL SUNNYVALE HOME STYLES" IN *SUNNYVALE SINGLE FAMILY HOME DESIGN TECHNIQUES* (PAGE 5-8), SUNNYVALE'S NEIGHBORHOOD PATTERNS AND ARCHITECTURAL STYLES ARE CHARACTERIZED BY UNIQUE FRONT YARD SETBACKS, FENCING AND LANDSCAPING, GARAGE LOCATION, ROOF TYPES, ENTRY TREATMENT, EXTERIOR WALL COMPLEXITY, WINDOW TYPES/SIZE/PROPORTIONS, EXTERIOR BUILDING MATERIALS, DECORATIVE ELEMENTS ETC.

THE PROPOSED FANUCCHI RESIDENCE WILL BE BUILT IN A CONTEMPORARY CALIFORNIA STYLE. LOCATED IN THE WASHINGTON NEIGHBORHOOD, THE STYLE IS TYPICAL OF THE RANCH-STYLE NEIGHBORHOOD HOMES FOUND THERE WITH FOLLOWING PATTERNS:

A. FRONT ELEVATION:

- ENTRY PORCHES WITH SUBSTANTIAL SUPPORTING COLUMNS, OR RECESSED ENTRY DEFINED WITH COLUMNS
- SINGLE CAR GARAGE ATTACHED OR DETACHED
- FRONT YARD WITH PEDESTRIAN WALK CONNECTION TO SIDEWALK
- STUCCO FINISH WITH DECORATIVE STONE

B. ROOF STYLE:

- SIMPLE HIP ROOF FORMS WITH EXTENSION OVER ENTRY, SLOPING AWAY FROM STREET FRONT
- GABLE ROOF WITH DEEP FASCIAS FACING THE STREET WITH DECORATIVE VENT UNDER THE ROOF PEAK

C. WINDOWS:

- LARGE WINDOW FACING THE STREET, OFTEN PAIRED
- WOOD TRIM AROUND WINDOWS

SITE PLAN

6

1/64" = 1'-0"



-ONE STORY SINGLE FAMILY HOUSE, WITH GABLE ROOF FACING THE STREET  
-ENTRANCE WITH PORCH AND SUPPORTING COLUMNS  
-ATTACHED FRONT GARAGE



-WOOD DOORS, WINDOWS, AND COLUMNS  
-DECORATIVE STONE ON FRONT FACADE



885 COOLIDGE AVE  
- PLANNING PERMIT # 20147936  
- RECEIVED APPROVED VARIANCES  
- NO REQUIRED REAR AND SIDE SETBACKS  
- FAR EXCEED MINIMUM OF 45%  
- PLATE HEIGHT APPROXIMATELY 9'-0"  
- CALIFORNIA CONTEMPORARY ARCHITECTURE STYLE



810 COOLIDGE AVE  
- PLANNING PERMIT # 20000027  
- RECEIVED APPROVED VARIANCES  
- NO REQUIRED SIDE SETBACK  
- FAR EXCEED MINIMUM OF 45%  
- PLATE HEIGHT APPROXIMATELY 10'-0"  
- CALIFORNIA CONTEMPORARY ARCHITECTURE STYLE



809 COOLIDGE AVE  
- FRONT ELEVATION WITH RECESSED ENTRANCE AND GARAGE  
- GABLE ROOF STYLE FACING THE STREET  
- FRONT WINDOW WITH WOOD TRIM  
- VENT UNDER THE ROOF PEAK  
- FRONT YARD WITH PATH CONNECTING TO THE SIDEWALK  
- PLATE HEIGHT APPROXIMATELY 9'-0"  
- CALIFORNIA CONTEMPORARY ARCHITECTURE STYLE



841 MUENDER AVE  
- RECESSED ENTRY PORCH WITH SUPPORTING COLUMNS  
- GABLE ROOF STYLE FACING THE STREET AND SIMPLE HIP ROOF WITH EXTENSION OVER ENTRY  
- FRONT PAIRED WINDOW WITH WOOD TRIM  
- VENT UNDER THE ROOF PEAK  
- FRONT YARD WITH PATH CONNECTING TO THE SIDEWALK  
- PLATE HEIGHT APPROXIMATELY 9'-0"



897 COOLIDGE AVE  
- FRONT ELEVATION WITH RECESSED ENTRANCE DEFINED BY COLUMN AND FRONT GARAGE  
- GABLE ROOF FACING THE STREET AND MANSARD ROOF STYLE  
- DECORATIVE DETAIL UNDER THE ROOF PEAK  
- COLUMNS AND STAIRS LEADING TO AN ENTRY DOOR  
- WINDOWS WITH WOOD TRIM  
- FRONT YARD WITH PATH CONNECTING TO THE SIDEWALK  
- PLATE HEIGHT APPROXIMATELY 12'-0"  
- CALIFORNIA CONTEMPORARY ARCHITECTURE STYLE



855 MUENDER AVE  
- RECESSED ENTRY PORCH WITH SUPPORTING COLUMNS  
- GABLE ROOF STYLE FACING THE STREET AND SIMPLE HIP ROOF WITH EXTENSION OVER ENTRY  
- FRONT PAIRED WINDOWS WITH WOOD TRIM  
- FRONT YARD WITH PATH CONNECTING TO THE SIDEWALK  
- PLATE HEIGHT APPROXIMATELY 9'-0"



897 COOLIDGE AVE  
- FRONT ELEVATION WITH RECESSED ENTRANCE DEFINED BY COLUMN AND FRONT GARAGE  
- GABLE ROOF FACING THE STREET  
- WINDOWS WITH WOOD TRIM  
- CIRCULAR VENT UNDER THE ROOF PEAK  
- FRONT YARD WITH PATH CONNECTING TO THE SIDEWALK  
- PLATE HEIGHT APPROXIMATELY 11'-0"  
- CALIFORNIA CONTEMPORARY ARCHITECTURE STYLE



893 LEWIS AVE  
- FRONT ELEVATION WITH RECESSED ENTRANCE AND FRONT GARAGE  
- GABLE ROOF FACING THE STREET AND HIP ROOF SLOPING AWAY FROM STREET WITH EXTENSION OVER ENTRY  
- VENT UNDER THE ROOF PEAK  
- FRONT YARD WITH PATH CONNECTING TO THE SIDEWALK  
- PLATE HEIGHT APPROXIMATELY 9'-0"  
- CALIFORNIA CONTEMPORARY ARCHITECTURE STYLE

FANUCCHI RESIDENCE

814 COOLIDGE AVENUE  
SUNNYVALE, CA 94086

REVISIONS

08.15.17	FOR PLANNING REVIEW
11.17.17	PLANNING COMMENTS
01.04.18	PLANNING COMMENTS
03.01.2018	PLANNING COMMENTS

SITE ANALYSIS

Date	05.18.2017
Scale	1/64" = 1'-0"
Drawn	DS
Job	17041-1
Sheet	

A1.2

PLANNING SET

INSPIRATIONAL IMAGES

20

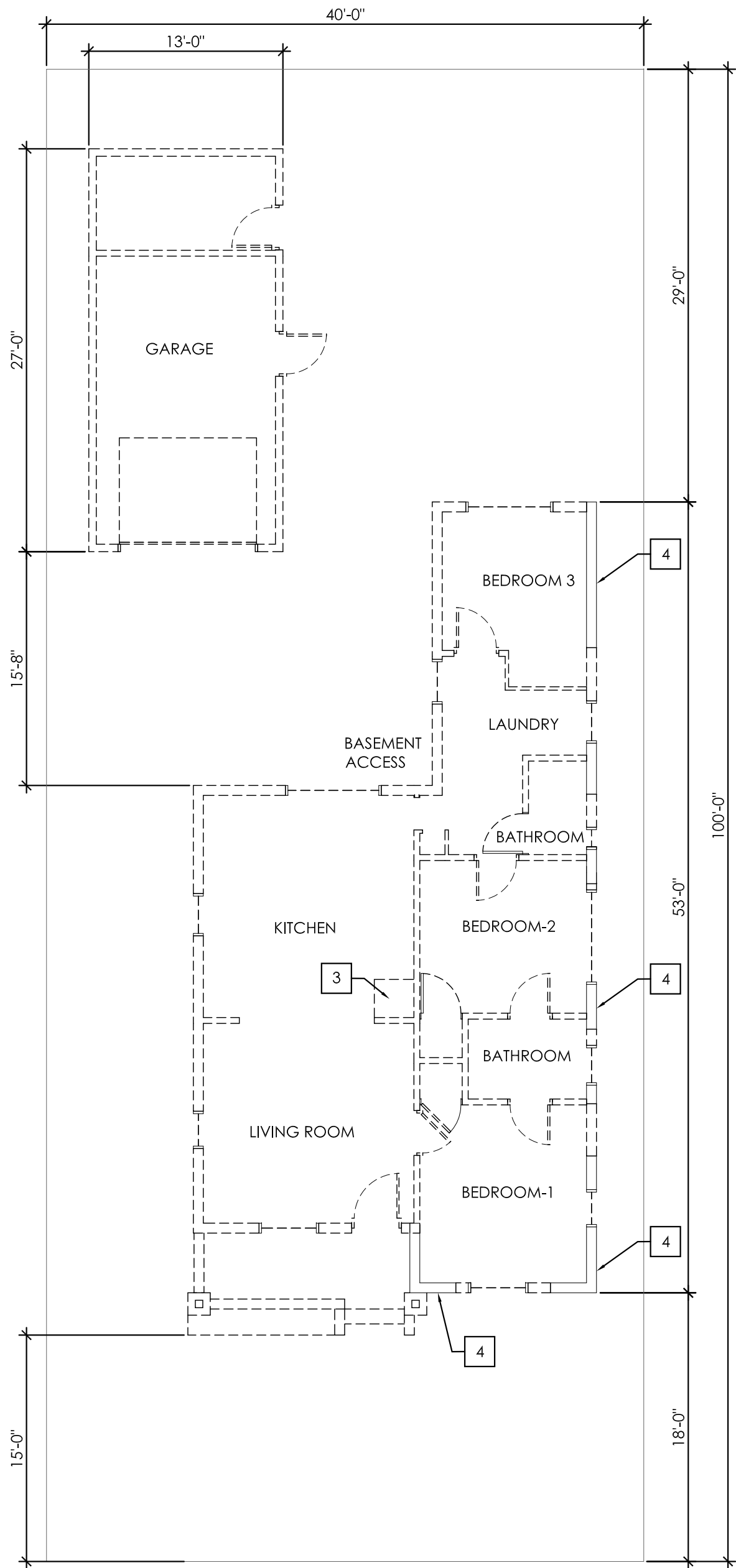
NEIGHBORING HOUSES  
WITH APPROVED VARIANCES

16

NEIGHBORHOOD STYLE  
EXAMPLES

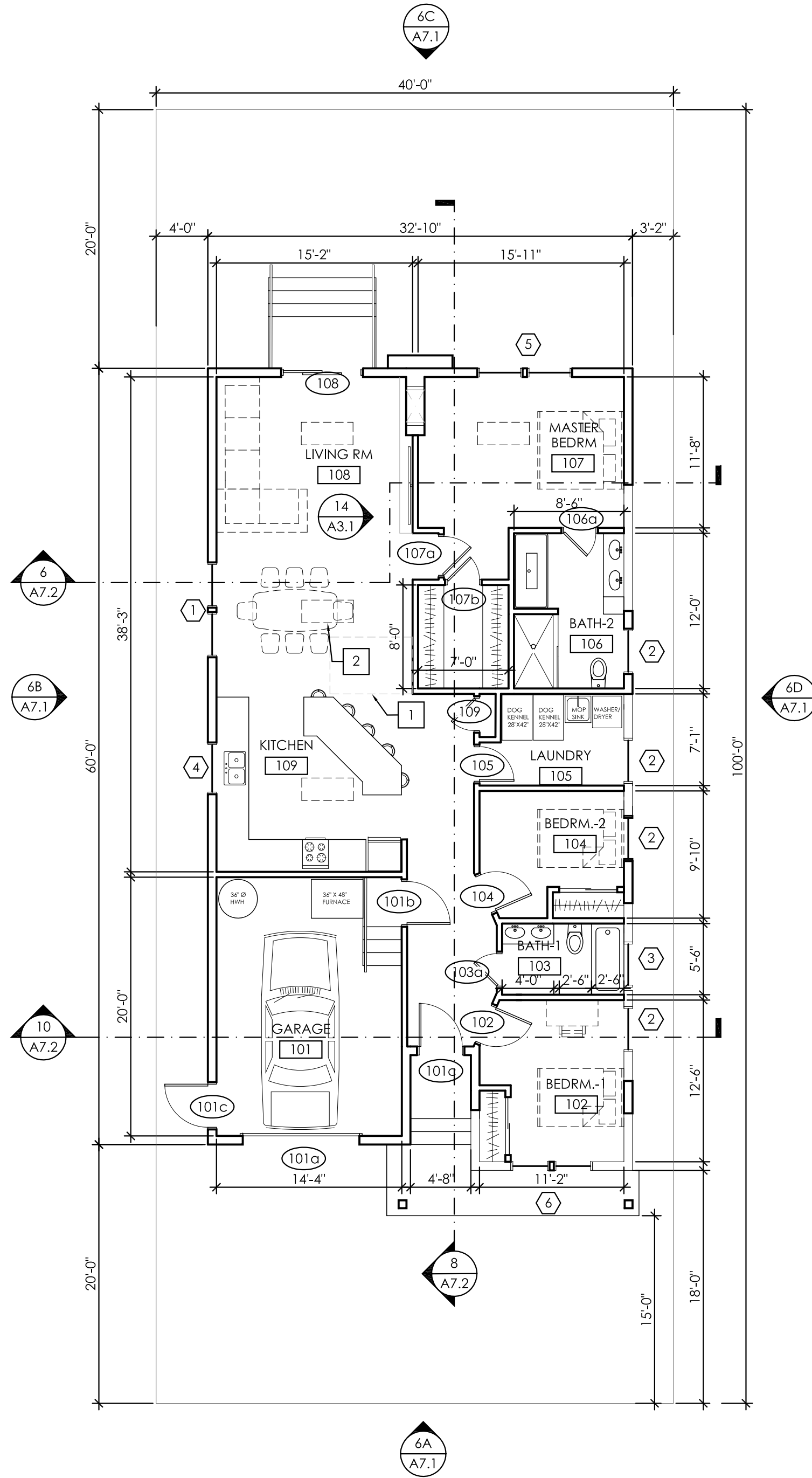
4





EXISTING AND DEMO FLOOR PLAN

16



NEW FLOOR PLAN

8

LEGEND

- (E) WALL TO REMAIN
- (D) WALL
- (N) WALL
- (D) DOOR
- (N) DOOR
- (E) WINDOW TO REMAIN
- (D) WINDOW
- (N) WINDOW
- SECTION TAG
- ELEVATION TAG
- WALL TAG
- DOOR TAG
- WINDOW TAG
- ROOM TAG

KEY NOTES

- 1 RELOCATED BASEMENT ACCESS
- 2 (N) SKYLIGHT ABOVE
- 3 (E) CHIMNEY
- 4 (E) WALL AND FOUNDATION TO REMAIN

GENERAL NOTES

- 1. CONSULT WITH OWNER REGARDING ALL ITEMS TO BE SALVAGED AND STORAGE LOCATION OF SALVAGED/RELOCATED ITEMS
- 2. CONSULT WITH OWNER REGARDING DUMPSTER LOCATION
- 3. CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO ALL ITEMS INCLUDING LANDSCAPE, NOT INTENDED TO BE DEMOLISHED
- 4. PROVIDE ADEQUATE SUPPORT AND BRACING DURING CONSTRUCTION

FANUCCHI RESIDENCE

814 COOLIDGE AVENUE  
SUNNYVALE, CA 94086

REVISIONS

08.15.17	FOR PLANNING REVIEW
11.17.17	PLANNING COMMENTS
01.04.18	PLANNING COMMENTS
03.01.2018	PLANNING COMMENTS

DEMO PLAN  
NEW FLOOR PLAN

Date	05.18.2017
Scale	1/8" = 1'-0"
Drawn	DS
Job	17041-1
Sheet	

A2.1

PLANNING SET



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FANUCCHI RESIDENCE

814 COOLIDGE AVENUE  
SUNNYVALE, CA 94086

REVISIONS

08.15.17	FOR PLANNING REVIEW
11.17.17	PLANNING COMMENTS
01.04.18	PLANNING COMMENTS
03.01.2018	PLANNING COMMENTS

REFLECTED CEILING PLAN  
INTERIOR ELEVATION  
FLOOR AREA DIAGRAM

Date	05.18.2017
Scale	1/8"=1'-0"
Drawn	
Job	17041-1
Sheet	

A3.1

PLANNING SET

LEGEND

- OPEN TO FRAMING ABOVE, **PROVIDE (N) BLACK CAP SHEET**
- (N) GYP. CEILING PAINTED
- F1

(N) ACCENT PENDANT FIXTURE
- F2

(N) ACCENT PENDANT FIXTURE
- F3

(N) 4" SQUARE SPECTRUM LIGHTING INC., LED RECESSED DOWNLIGHT
- F4

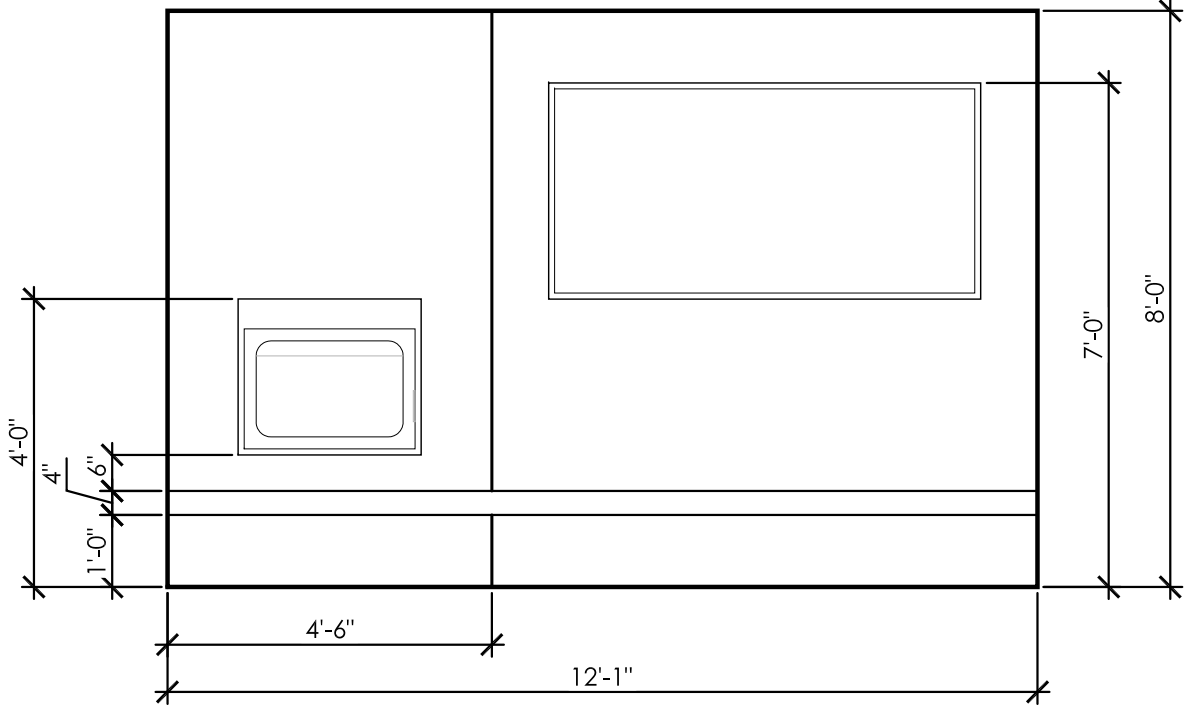
(N) RESTROOM WALL SCONCE
- (N) CEILING HEIGHT

KEY NOTES

- 1 (N) SKYLIGHT

GENERAL NOTES

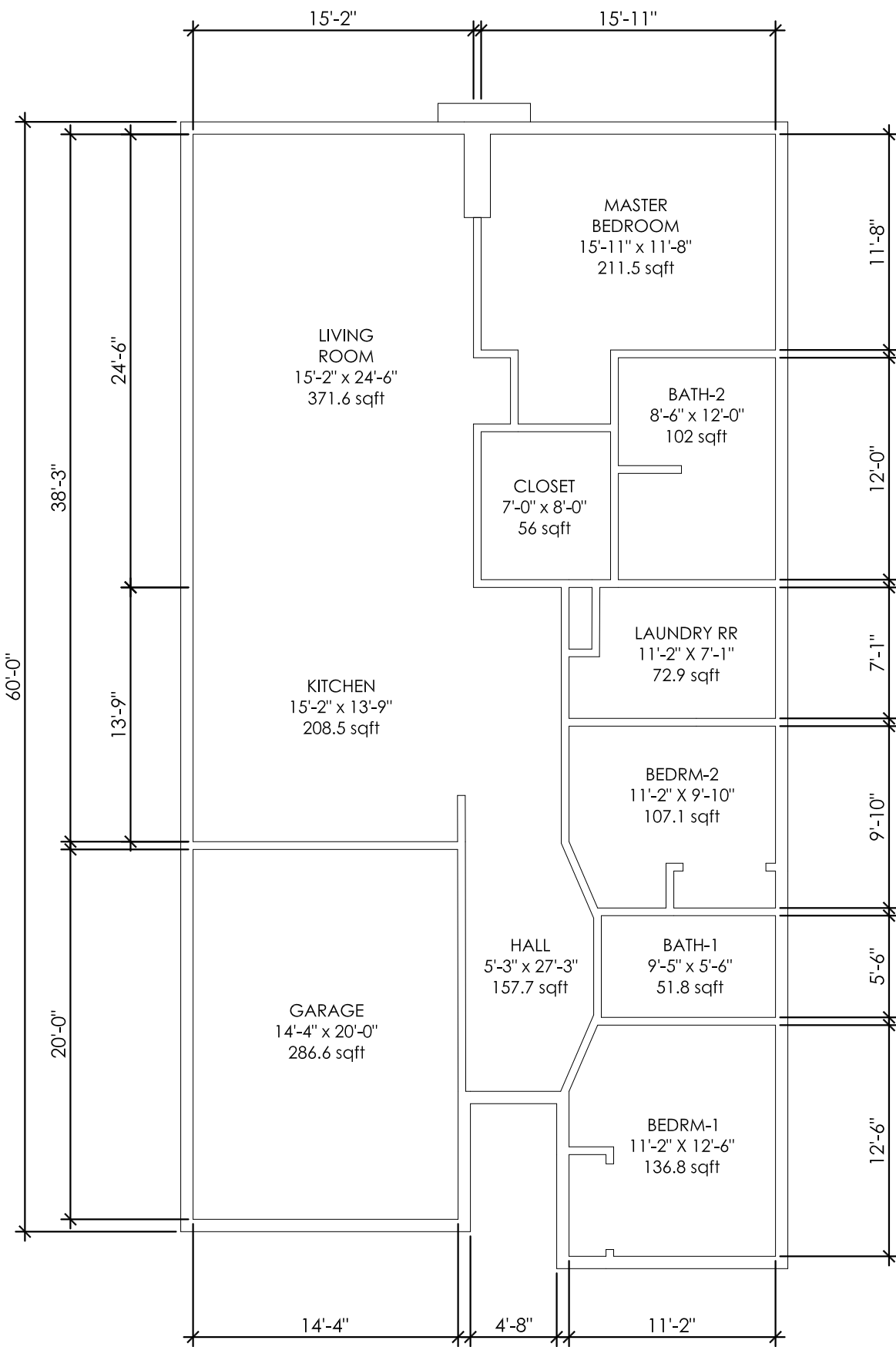
1. ALL RECESSED DOWNLIGHTS/WALL WASHERS SHALL BE CENTERED IN THE VISUAL TILE PATTERN, U.O.N.
2. ALL CEILING FIXTURES AND WIRING FOR LIGHT FIXTURES, EXIT SIGNS, OR OTHER ELECTRICAL DEVICES SHALL BE U.L. APPROVED, THERMALLY PROTECTED, AND SHALL BE INSTALLED IN CONDUIT OR OTHER WIRING METHOD APPROVED BY THE BUILDING DEPARTMENT.
3. REPLACE ALL DAMAGED CEILING TILES AND GRID MEMBERS THROUGHOUT AREA OF WORK TO MATCH EXISTING.
4. THIS DRAWING IS FOR LAYOUT PURPOSES ONLY. ENGINEERING OF SWITCHING AND CIRCUITRY SHALL BE PROVIDED BY THE ELECTRICAL CONTRACTOR IN ACCORDANCE WITH APPLICABLE BUILDING AND ELECTRICAL CODES AND REGULATIONS FOR BUILDING LIFE SAFETY, EMERGENCY, EGRESS AND NIGHT LIGHTS.
5. WHEN AN ENTIRELY NEW CEILING GRID IS TO BE INSTALLED, SPRINKLER CONTRACTOR SHALL PROVIDE ESCUTCHEON RING EXTENSIONS WITH 2" CLEARANCE AROUND HEAD, OR ALTERNATELY INSTALL FLEX-HEAD CONNECTIONS AT ALL SPRINKLER HEADS IN AREA OF NEW CEILING.
6. MECHANICAL WORK SHALL BE DESIGNED AND BUILT IN ACCORDANCE WITH APPLICABLE CODES AND STANDARDS AND SHALL COMPLY WITH THE REQUIREMENTS OF CALIFORNIA ADMINISTRATIVE CODE, TITLE 24.
7. PROVIDE FIRE DAMPERS AT ALL PENETRATIONS OF FIRE RATED ASSEMBLIES AS REQUIRED. DAMPERS SHALL BE FIRE/SMOKE WITH SMOKE ACTIVATION AS REQUIRED BY 2013 CBC



3/8" = 1'-0"

FIREPLACE  
ELEVATION

14

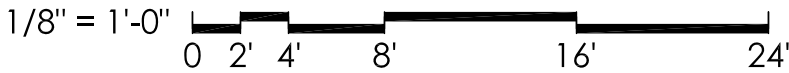
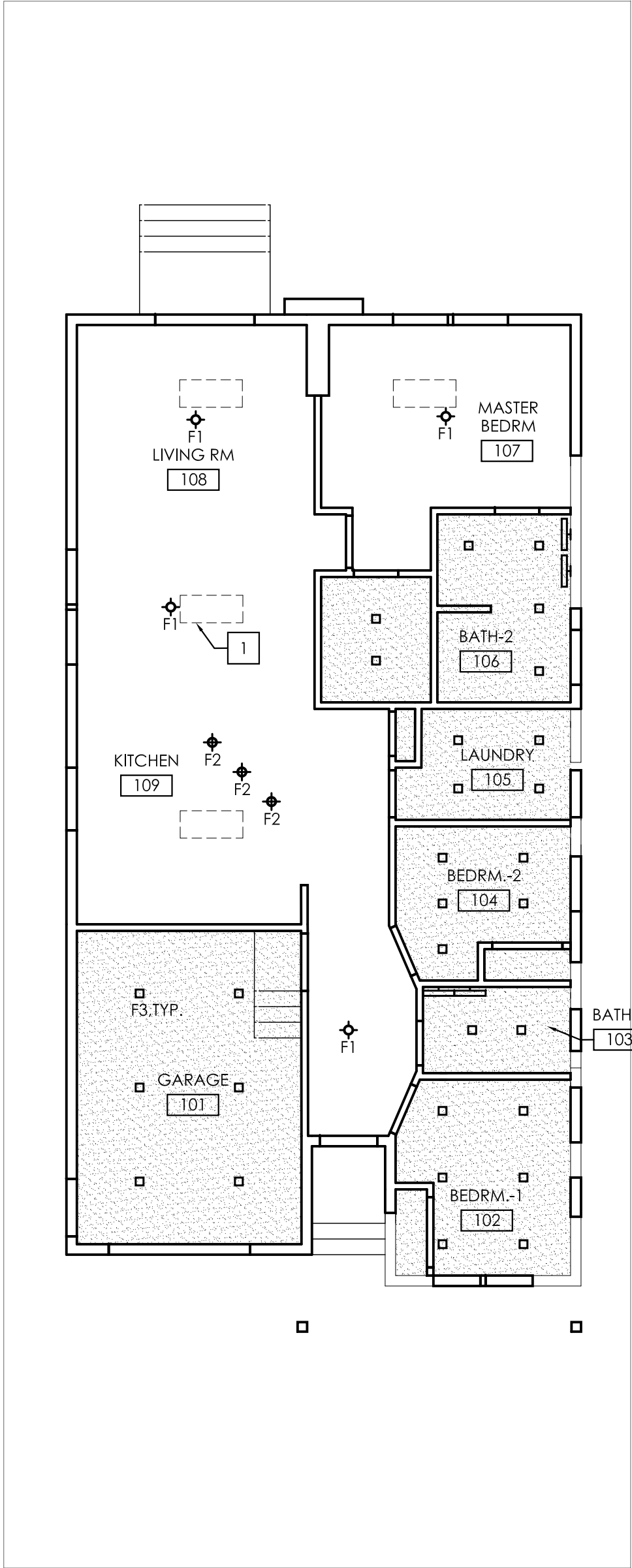


NOTE: DIMENSIONS SHOWN ARE  
NET ROOM AREAS, AND MAY  
DIFFER FROM GROSS DIMENSIONS  
SHOWN ELSEWHERE.

1/8" = 1'-0"

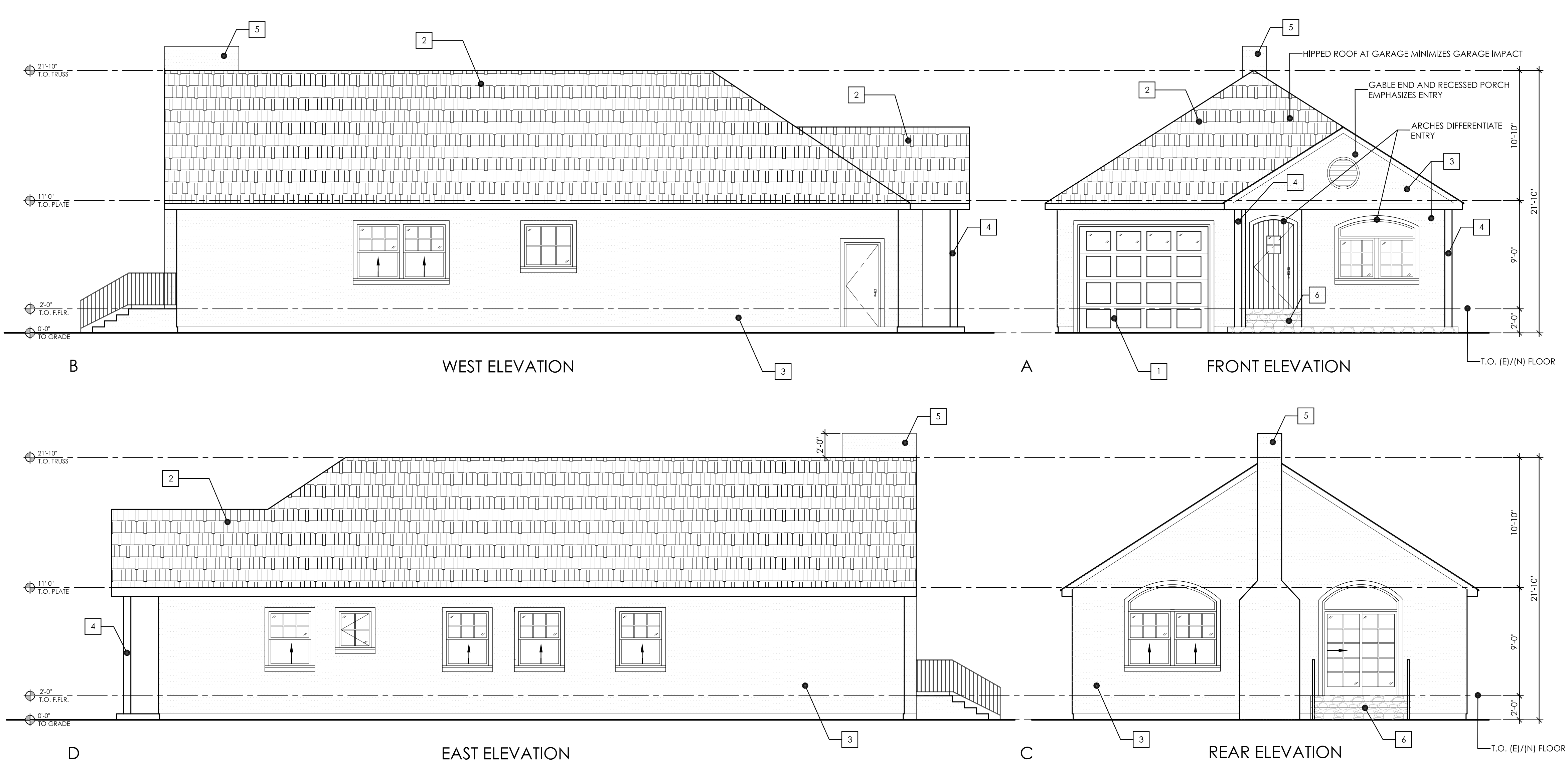
FLOOR AREA DIAGRAM

16



NEW RCP  
PLAN

8



KEY NOTES

- 1 (N) GARAGE DOOR
- 2 (N) ASPHALT SHINGLE, COLOR TBD
- 3 1" STUCCO, COLOR TBD
- 4 8x8 PAINTED WOOD POST
- 5 STUCCO CHIMNEY
- 6 DECORATIVE STONE ON FRONT AND BACK FACADE

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FANUCCHI RESIDENCE

814 COOLIDGE AVENUE  
SUNNYVALE, CA 94086

REVISIONS

08.15.17	FOR PLANNING REVIEW
11.17.17	PLANNING COMMENTS
01.04.18	PLANNING COMMENTS
03.01.2018	PLANNING COMMENTS

ELEVATIONS  
DOOR AND WINDOW SCHEDULE

Date	05.18.2017
Scale	AS SHOWN
Drawn	DS
Job	17041-1
Sheet	

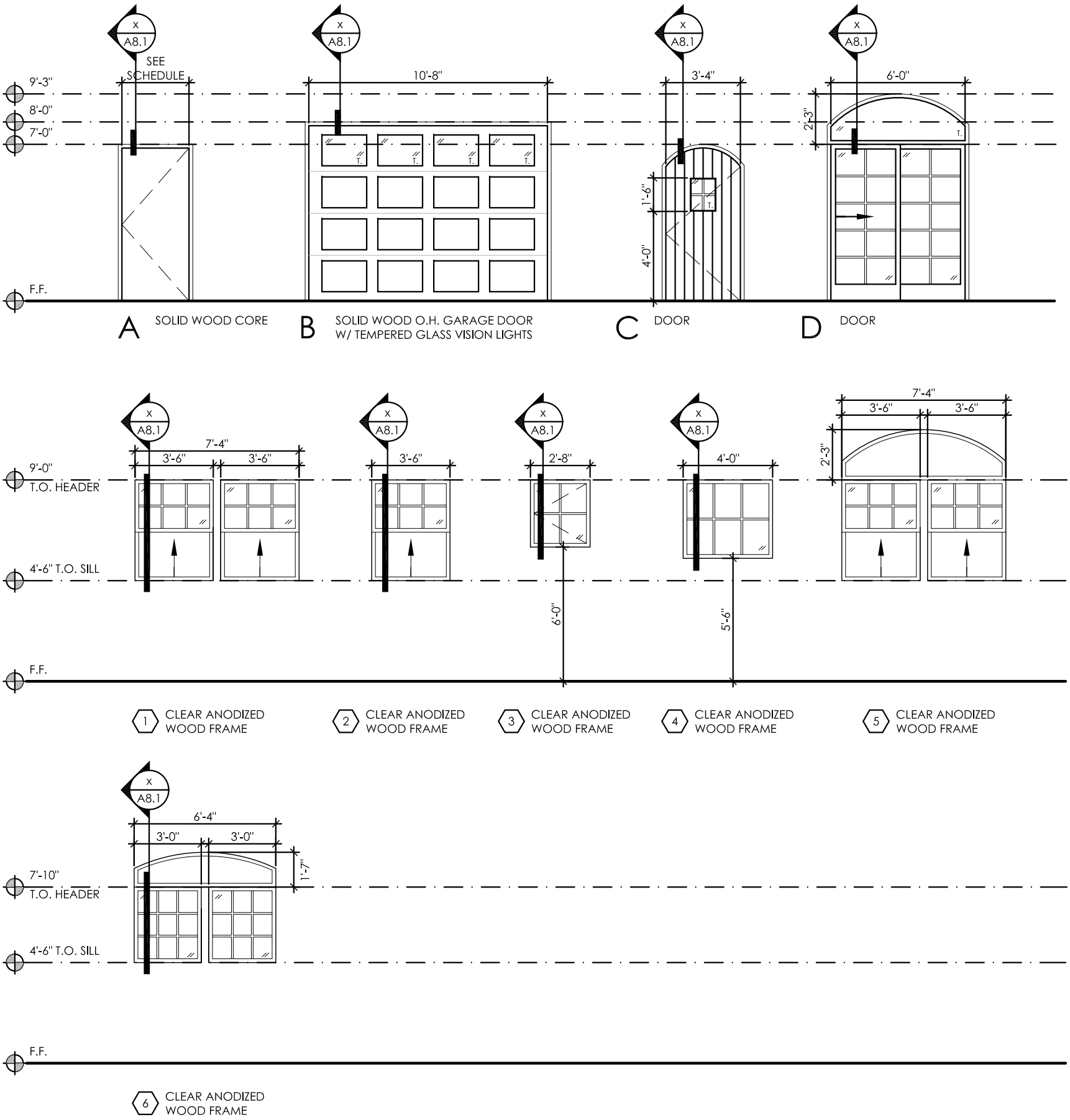
A7.1

PLANNING SET

3/16" = 1'-0"

GARAGE  
ELEVATIONS

6

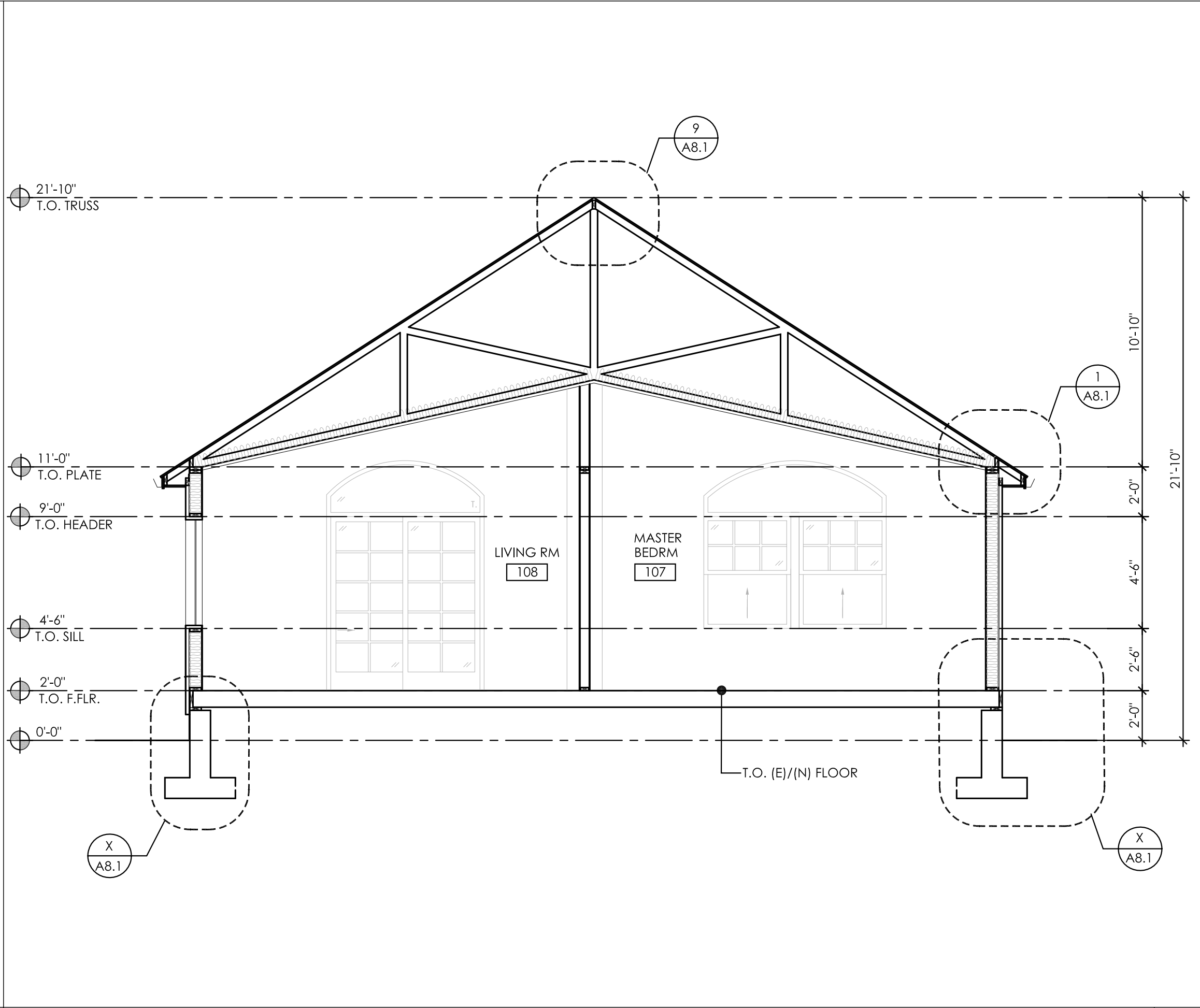
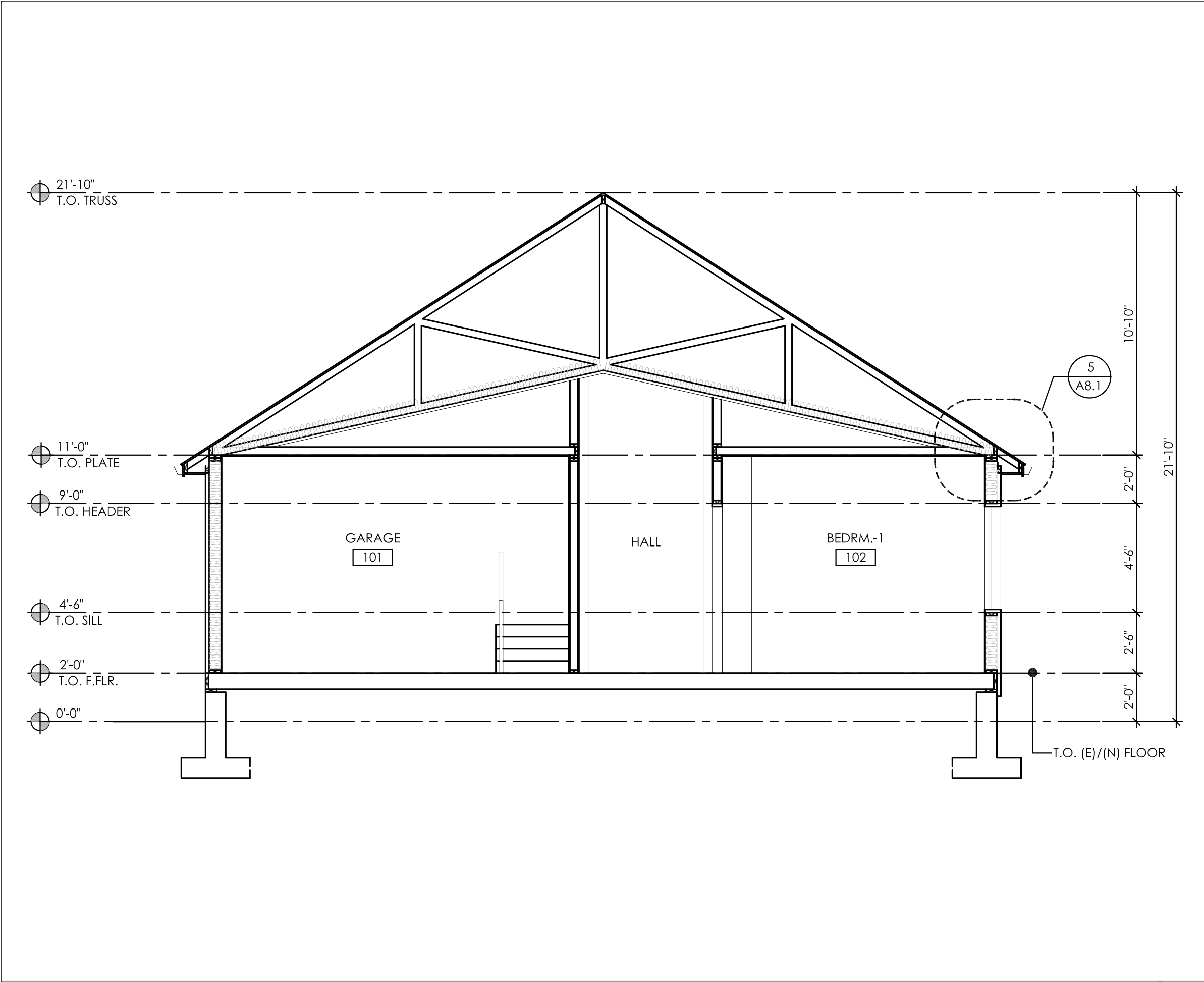


DOOR AND WINDOW SCHEDULE

8

3/16" = 1'-0"

DOOR NUMBER	ROOM	DOOR SIZE	DOOR TYPE	DOOR MATERIAL	DOOR FINISH	HARD WARE GROUP	HEAD DETAIL	FRAME MATERIAL	FRAME FINISH	FIRE RATED	KICK PLATES (H)	REMARKS & NOTES
101a	GARAGE	10'-8" X 8'-0"	B	WOOD SOLID CORE	ETR	ETR		WOOD	ETR	N		(N) DOOR
101b	GARAGE	3'-4" X 7'-0"	A	WOOD SOLID CORE	ETR	3		WOOD	ETR	N		(N) DOOR
101c	GARAGE	3'-4" X 7'-0"	A	WOOD SOLID CORE				WOOD		N		(N) DOOR
101c	ENTRY	3'-4" X 7'-0"	C	WOOD SOLID CORE				WOOD		N		(N) DOOR
102	BEDROOM-1	3'-0" X 7'-0"	A	WOOD SOLID CORE				WOOD		N		(N) DOOR
103a	NOT USED	2'-6" X 7'-0"	A	WOOD SOLID CORE				WOOD		N		(N) DOOR
103b	BATHROOM-1	2'-6" X 7'-0"	A	WOOD SOLID CORE				WOOD		N		(N) DOOR
104	BEDROOM-2	3'-0" X 7'-0"	A	WOOD SOLID CORE				WOOD		N		(N) DOOR
105	LAUNDRY	2'-8" X 7'-0"	A	WOOD SOLID CORE				WOOD		N		(N) DOOR
106a	BATHROOM-2	2'-6" X 7'-0"	A	WOOD SOLID CORE				WOOD		N		(N) DOOR
106b	NOT USED	2'-6" X 7'-0"	A	WOOD SOLID CORE				WOOD		N		(N) DOOR
106c	NOT USED	2'-6" X 7'-0"	A	WOOD SOLID CORE				WOOD		N		(N) DOOR
107a	MASTER BEDROOM	3'-0" X 7'-0"	A	WOOD SOLID CORE				WOOD		N		(N) DOOR
107b	MASTER BEDROOM- WALK IN CLOSET	2'-6" X 7'-0"	A	WOOD SOLID CORE				WOOD		N		(N) DOOR
108	LIVING ROOM	6'-0" X 7'-0"	D	H.M				WOOD		N		(N) DOOR
109	KITCHEN	2'-6" X 7'-0"	A	WOOD SOLID CORE				WOOD		N		(N) DOOR



LEGEND	
<div><div>X</div><div>XX.X</div></div>	DETAIL TAG

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FANUCCHI RESIDENCE

814 COOLIDGE AVENUE

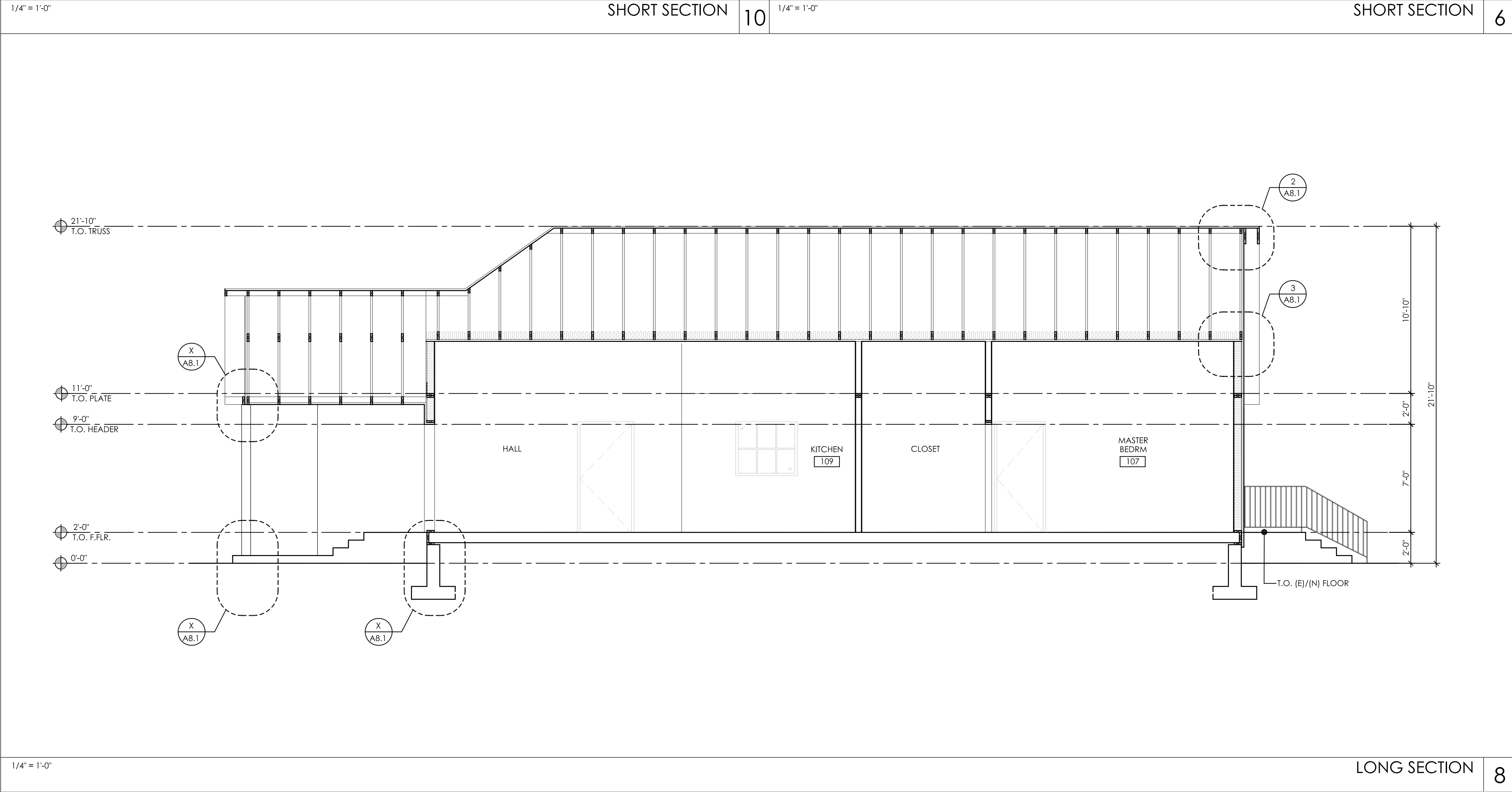
SUNNYVALE, CA 94086

REVISIONS	
08.15.17	FOR PLANNING REVIEW
11.17.17	PLANNING COMMENTS
01.04.18	PLANNING COMMENTS
03.01.2018	PLANNING COMMENTS

SECTIONS	
Date	05.18.2017
Scale	1/4" = 1'-0"
Drawn	DS
Job	17041-1
Sheet	

A7.2

PLANNING SET







FANUCCHI RESIDENCE  
FRONT ELEVATION - RENDERING

814 COOLIDGE AVENUE  
SUNNYVALE, CA 94086

02.14.2018

APN	SiteNumber	SiteStreetDirection	SiteStreet	SiteStreetType	Zoning	LandSqFt	CountyBuildingSqFt	GarageSqFt	TotalBuildingSqFt	FAR	Stories
16517023	802		Coolidge	Av	R2	5500	1356	0	1356	25%	1
16517022	804		Coolidge	Av	R2	4824	971	280	1251	26%	1
16516045	805		Coolidge	Av	R2	4067	1148	252	1400	34%	1
16517021	806		Coolidge	Av	R2	4824	604	180	784	16%	1
16516046	807		Coolidge	Av	R2	4016	1105	288	1393	35%	1
16517020	808		Coolidge	Av	R2	4000	1285	228	1513	38%	1
<b>16516047</b>	<b>809</b>		<b>Coolidge</b>	<b>Av</b>	<b>R2</b>	<b>4312</b>	<b>2638</b>	<b>440</b>	<b>3078</b>	<b>71%</b>	<b>2</b>
<b>16517019</b>	<b>810</b>		<b>Coolidge</b>	<b>Av</b>	<b>R2</b>	<b>4000</b>	<b>2218</b>	<b>0</b>	<b>2218</b>	<b>55%</b>	<b>2</b>
16516048	811		Coolidge	Av	R2	3920	1098	266	1364	35%	1
16517018	812		Coolidge	Av	R2	4000	720	252	972	24%	1
16516049	813		Coolidge	Av	R2	3920	508	0	508	13%	1
16517017	814		Coolidge	Av	R2	4000	1039	297	1336	33%	1
16516050	815		Coolidge	Av	R2	4410	1381	360	1741	39%	1
<b>16517088</b>	<b>816</b>		<b>Coolidge</b>	<b>Av</b>	<b>R2</b>	<b>4000</b>	<b>2153</b>	<b>433</b>	<b>2586</b>	<b>65%</b>	<b>2</b>
16516051	819		Coolidge	Av	R2	4410	989	280	1269	29%	1
16516052	825		Coolidge	Av	R2	3920	1210	0	1210	31%	1
16516053	831		Coolidge	Av	R2	4900	1136	250	1386	28%	1
16516054	839		Coolidge	Av	R2	6860	1367	0	1367	20%	1
16517015	844		Coolidge	Av	R2	7027	2312	0	2312	33%	1
16517014	848		Coolidge	Av	R2	7027	2312	0	2312	33%	1
16517013	852		Coolidge	Av	R2	7027	2312	0	2312	33%	1
<b>16516055</b>	<b>855</b>		<b>Coolidge</b>	<b>Av</b>	<b>R2</b>	<b>5880</b>	<b>2322</b>	<b>475</b>	<b>2797</b>	<b>48%</b>	<b>2</b>
16517012	856		Coolidge	Av	R2	7027	2312	0	2312	33%	1
16516056	859		Coolidge	Av	R2	5880	2105	440	2545	43%	
16517011	860		Coolidge	Av	R2	7327	2312	0	2312	32%	1
16516057	863		Coolidge	Av	R2	3920	511	0	511	13%	1
16517010	866		Coolidge	Av	R2	3800	1132	0	1132	30%	1
16516058	867		Coolidge	Av	R2	3920	1011	323	1334	34%	1
16517009	870		Coolidge	Av	R2	3800	1150	390	1540	41%	1
16516059	873		Coolidge	Av	R2	3920	968	0	968	25%	1
16517008	876		Coolidge	Av	R2	4000	960	320	1280	32%	1
16516060	877		Coolidge	Av	R2	3920	960	304	1264	32%	1
16517007	880		Coolidge	Av	R2	4000	722	200	922	23%	1
16516061	881		Coolidge	Av	R2	3920	800	0	800	20%	1
16517006	884		Coolidge	Av	R2	4000	1408	0	1408	35%	1
16516062	885		Coolidge	Av	R2	3920	1510	0	1510	39%	1
<b>16517005</b>	<b>886</b>		<b>Coolidge</b>	<b>Av</b>	<b>R2</b>	<b>4000</b>	<b>1592</b>	<b>320</b>	<b>1912</b>	<b>48%</b>	<b>1</b>
16517004	888		Coolidge	Av	R2	4000	1056	0	1056	26%	1
16516063	889		Coolidge	Av	R2	3920	1200	0	1200	31%	1
16516064	891		Coolidge	Av	R2	3920	975	140	1115	28%	1
16517003	892		Coolidge	Av	R2	4000	1512	0	1512	38%	1
16516065	895		Coolidge	Av	R2	3920	1304	0	1304	33%	1
16517002	896		Coolidge	Av	R2	3800	1080	239	1319	35%	1
<b>16516071</b>	<b>897</b>		<b>Coolidge</b>	<b>Av</b>	<b>R2</b>	<b>3920</b>	<b>1633</b>	<b>442</b>	<b>2075</b>	<b>53%</b>	<b>2</b>
<b>16517001</b>	<b>898</b>		<b>Coolidge</b>	<b>Av</b>	<b>R2</b>	<b>4000</b>	<b>2491</b>	<b>0</b>	<b>2491</b>	<b>62%</b>	<b>1</b>
<b>16516067</b>	<b>899</b>		<b>Coolidge</b>	<b>Av</b>	<b>R2</b>	<b>3920</b>	<b>2672</b>	<b>0</b>	<b>2672</b>	<b>68%</b>	<b>1</b>
16516043	135 S		Pastoria	Av	R2	4365	1180	216	1396	32%	1
16516044	139 S		Pastoria	Av	R2	5141	1429	252	1681	33%	1
16517024	151 S		Pastoria	Av	R2	4700	909	216	1125	24%	1
16517025	157 S		Pastoria	Av	R2	5000	1796	0	1796	36%	2
<b>Average</b>									1579.14	35%	



# City of Sunnyvale

## Agenda Item

18-0374

Agenda Date: 5/14/2018

### REPORT TO PLANNING COMMISSION

#### SUBJECT

##### **Proposed Project:**

**DESIGN REVIEW:** to allow a new one-story single family home resulting in 1,963 square feet (1,640 square feet of living area and 323 square foot one-car garage) and 49% floor area ratio on a 4,000-square foot lot;

**VARIANCE:** to allow the following deviations:

- 10-15' front yard setback where 20' minimum is required;
- 7' 2" combined side yard setback where 10' minimum is required;
- 49% lot coverage where 45% maximum is permitted;
- One-covered parking space where two-covered parking spaces are required; and,
- No uncovered parking spaces where two-uncovered parking spaces are required.

**Location:** 814 Coolidge Avenue (APN: 165-17-017)

**File #:** 2017-7765

**Zoning:** R-2 (Low Medium Density Residential)

**Applicant / Owner:** Joe and Raquel Fanucchi (applicant) / (owner)

**Environmental Review:** Class 1 Categorical Exemption relieves this project from the California Environmental Quality Act (CEQA) provisions that include minor additions to an existing single-family residence (CEQA Section 15301).

**Project Planner:** Cindy Hom, (408) 730-7411, [chom@sunnyvale.ca.gov](mailto:chom@sunnyvale.ca.gov)

#### REPORT IN BRIEF

**General Plan:** Low Medium Density Residential

**Existing Site Conditions:** Single-story residence

##### **Surrounding Land Uses**

**North:** One-Story Single Family Residence

**South:** Two-Story Single Family Residence

**East:** One-Story Single Family Residence

**West:** Two-Story Single Family Residence

**Issues:** Setbacks, parking, and visual bulk and massing on a substandard lot.

**Staff Recommendation:** Approve the Design Review and Variance with the conditions in Attachment 4.

#### BACKGROUND

The project was scheduled and noticed for the Planning Commission meeting on March 26, 2018, and continued to the Planning Commission meeting on May 14, 2018 to allow re-noticing of the project with an updated project description.

The project consists of a 543-square foot one-story addition to the left side, rear and front of an

18-0374

Agenda Date: 5/14/2018

existing single-family home, resulting in 1,963 square feet and 49% floor area ratio and lot coverage. The proposed project is considered a new home due to significant portions of exterior walls being removed; therefore, the entire structure, including the existing portions to remain and the proposed addition, is required to be evaluated under the current development standards.

Many of the Variance items are requested because the subject site is 4,000 square feet in size and 40 feet wide rather than the typical R-2-zoned lot which is 8,000 square feet in size and 76 feet wide. The front setback Variance items are because the project is required to provide a 5-foot wide street dedication along Coolidge Avenue to accommodate a future widening of the road. After the required street dedication, the net lot area is further reduced to 3,800 square feet.

This project requires Planning Commission review because the proposed Floor Area Ratio (FAR) exceeds 45% for single family homes and to consider the requested deficiencies. See Attachment 1 for a map of the vicinity and mailing area for notices and Attachment 2 for the Project Data Table.

**Previous Actions on the Project Site:** The existing home was originally constructed in 1952 as part of the Fuller Tract Subdivision. Based on the permit history, there are no previous planning permits granted to the subject site. However, there was a building permit issued for the construction of a carport in 1953 that has been since converted to a garage.

### **ENVIRONMENTAL REVIEW**

A Class 1 Categorical Exemption relieves this project from California Environmental Quality Act (CEQA) provisions that include minor additions to an existing single-family residence (CEQA Section 15301).

### **DISCUSSION**

#### **Site Layout**

The subject site is located on a substandard 4,000-square foot lot developed with a 1,069-square foot single-story home and a 351-square foot detached garage located at the rear half of the lot. The garage is served by an existing 9' 10" wide driveway accessed from Coolidge Avenue.

The applicant proposes to demolish a significant portion of the home, including the existing non-conforming detached one-car garage. The applicant also proposes to maintain the existing walls on front and right side elevations to accommodate a 543 square-foot single-story addition and a new attached one-car garage.

#### **Development Standards**

The proposed project complies with the many of the applicable development standards as set forth in Sunnyvale Municipal Code (SMC), but is also requesting relief from several items, which are discussed below. The Project Data Table for the project can be found in Attachment 2.

#### **Variance**

The applicant is requesting several deficiencies from the zoning development standards. The purpose and intent of a variance is to allow for deviations from current zoning requirements due to a physical hardship or unusual circumstances making it difficult for the property owner to comply with the zoning development standards or prevents the property owner from enjoying the same privileges as other property owners in the same vicinity.



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Many of the Variance items are requested to allow the new home to maintain existing non-conforming walls and due to the requirement to lose property for future road widening. The applicant is requesting a Variance for the following:

Front Setback - The existing front wall has a non-conforming setback of 18'. This setback is further reduced by the required 5' street dedication. For new homes, a 20' minimum front setback is required. The applicant is requesting consideration to allow the existing front wall of the house to continue to be set back at the current location of 13', after street dedication.

In addition, the existing front porch is proposed to be shifted to the right side and would continue the existing 10' front setback to the posts. The applicant is also requesting to build the new attached garage at a 15' front setback. Staff supports the front setback deficiencies because the proposed setback would not significantly detract from the character of the neighborhood and does not extend the new home further forward than the origin location. Substandard front setbacks are common for this neighborhood and similar Variances have been granted. The two homes on either side also maintain an average setback of 13 feet; therefore, the front setback deviation would be generally consistent with the precedent for the neighborhood.

Combined Side Setbacks - The proposed addition is to the left side the home and would provide a 4-foot left side yard setback, which complies with the minimum side yard setback. However, the right-side setback of 3' 2" (considered to be a legal non-conforming setback) combined with the 4' left side setback results in a combined setback of 7' 2" where 10' minimum is required. Staff is supportive of this deviation due to the narrow lot width. The Planning Commission has granted several Variances for reduced side yard setbacks for multiples homes along this block on Coolidge Avenue due to the hardship created by the substandard lot width. If the project was required to be redesigned to comply with this requirement, the relocation of the garage from the back corner of the lot towards the front would likely be infeasible due to the narrow lot size. In staff's opinion, relocating the garage is a positive feature of the project and allows for improved access into the garage. In addition, the detached garage is non-conforming with a side yard setback of less than 3' and rear yard setback of less than 6', and the new garage addition has greater setbacks. Therefore, staff recommends that the request is reasonable and is consistent with established precedent.

Lot Coverage - The applicant proposes a lot coverage of 49%, where 45% maximum is permitted. The request equates to 163 square feet above the maximum permitted floor area. The loss of property due to the dedication of an easement for street widening results in being inconsistent with the lot coverage requirements. This request would not be uncommon, given the substandard lot size. The Planning Commission has granted several Variances to exceed lot coverage for multiple homes on Coolidge Avenue. Therefore, the lot coverage deviation is consistent with the general neighborhood. Requiring the project to be redesigned to comply with the lot coverage requirement would likely result in a new second floor, which could potentially add visual bulk and mass to the street.

Covered Parking - The applicant proposes to maintain a one-covered parking space, where two-covered parking spaces are required for a new single-family home. Staff can support the deviation because the project is limited to expanding the kitchen and family room. No new bedrooms will be added; therefore, additional parking demand or spillover parking into the public street will not be anticipated. If the project were redesigned to provide two covered parking spaces in tandem, floor area from the kitchen and living room would be reduced and interior connections to the bedrooms



18-0374

Agenda Date: 5/14/2018

would be obstructed. Furthermore, options to add to the rear of the home are limited due to existing setbacks and could only accommodate a 200 square feet addition.

Uncovered Parking - A new house would be required to provide two uncovered driveway spaces on a driveway that provide a minimum dimension of 17' in width by 20' in depth located in front of a garage or carport. Due to the street dedication, the resulting driveway would only be 15' deep, where 20' is required to accommodate uncovered parking. Parking on the substandard driveway would provide the potential for cars to overhang into the public right-of-way and block the sidewalk. Staff does not support the Variance request for this item because the proposed garage can be pushed back 5' while still allowing a reasonable kitchen and living room configuration. Therefore, since the project does not meet the minimum standards for uncovered parking spaces, staff considers the uncovered parking requirement not met and recommends a condition to redesign the garage to allow for two uncovered driveway parking spaces (17' wide by 20' deep) (see Attachment 4, Condition of Approval PS-2).

### **Floor Area Ratio**

A single-family home exceeding 45% floor area ratio requires Planning Commission review. The existing homes in the neighborhood range from 511 square feet to 3,078 square feet, with an average of 1,579 square feet in size. The existing floor area ratios in the neighborhood range from 13% to 71%, with an average of 35% FAR. The proposed FAR of 49% would not be out of character because there is already an established precedent for FARs that exceed the 45%. Six out of the eight homes have a 50% FAR or greater. As proposed, the home is designed to complement the character of the neighborhood by maintaining a similar architectural style and the use of similar roof forms and front entry design.

### **Architecture**

Coolidge Avenue includes a mix of one and two story homes as well as duplexes. There is also a variety of architectural styles in the neighborhood that includes Craftsman, Bungalow, Traditional Ranch and contemporary Mediterranean. The proposed one-story home reflects the Bungalow style with the use of stucco, horizontal siding, gable and hip roof forms and a wide covered porch. The proposed colors and materials are included in the project plans which can be found in Attachment 5.

A project-specific condition (see Attachment 4, Condition of Approval PS-1) has been added to incorporate additional decorative elements to the front façade to help add visual interest and provide a material break to the proposed stucco walls. Staff recommends the project plans are revised to include the following architectural treatment:

- Enhanced window sills
- Decorative porch brackets and columns wraps that reinforce the architectural style of the home
- Decorative front gable end that utilizes siding or shingle and decorative gable brackets that reinforces the architectural style

### **Applicable Design Guidelines**

The proposed home is consistent with the adopted Single-Family Home Design Techniques. The recommended Findings can be found in Attachment 3.

### **FISCAL IMPACT**

No fiscal impacts other than normal fees and taxes are expected.

18-0374

Agenda Date: 5/14/2018

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**Notice of Public Hearing, Staff Report and Agenda:**

- Published in the Sun newspaper
- Posted on the site
- 91 notices mailed to property owners and residents within 300' of the project site

**Public Contact:** At the time the staff report was prepared, staff has received one inquiry from the public.

**Conclusion:**

Staff can support the deviations for front yard setback, combined side yard setback, lot coverage, and one covered parking space due to physical hardship and unique circumstances with the substandard lot conditions and required 5-foot street dedication. The deviations would not be considered a special privilege considering other homes have been granted similar variances. Staff was not, however, able to make the findings to support the request to allow for no uncovered parking spaces and recommends the project is revised to meet the requirement.

**ALTERNATIVES**

1. Approve the Design Review and Variances to allow deviations for front yard setback, combined side yard setback, lot coverage and one covered parking space; deny the Variance for no uncovered parking spaces, subject to the findings in Attachment 3 and Conditions of Approval in Attachment 4.
2. Approve the Design Review and Variance to allow deviations for front yard setback, combined side yard setback, lot coverage, one covered parking space, and no uncovered parking spaces, subject to modified findings and conditions.
3. Approve the Design Review and Variance for certain deficiencies as determined by the Planning Commission, subject to modified findings and conditions of approval.
4. Deny the Design Review and Variance and provide direction to staff and the applicant where changes should be made.

**RECOMMENDATION**

Recommend Alternative 1 in accordance with the Findings in Attachment 3 and Conditions of Approval in Attachment 4.

Prepared by: Cindy Hom, Associate Planner

Approved by: Noren Caliva-Lepe, Senior Planner

Approved by: Andrew Miner, Assistant Director, Community Development

**ATTACHMENTS**

1. Vicinity and Noticing Radius Map
2. Project Data Table
3. Recommended Findings
4. Recommended Conditions of Approval
5. Project Plans

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**18-0374**

**Agenda Date:** 5/14/2018

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6. FAR Analysis

**ROLL CALL**

**Present:** 7 - Chair Ken Rheaume  
Vice Chair Carol Weiss  
Commissioner Sue Harrison  
Commissioner Daniel Howard  
Commissioner John Howe  
Commissioner Ken Olevson  
Commissioner David Simons

**ORAL COMMUNICATIONS****CONSENT CALENDAR**

Commissioner Howe moved and Vice Chair Weiss seconded the motion to approve the Consent Calendar. The motion carried by the following vote:

**Yes:** 7 - Chair Rheaume  
Vice Chair Weiss  
Commissioner Harrison  
Commissioner Howard  
Commissioner Howe  
Commissioner Olevson  
Commissioner Simons

**No:** 0

1. A [18-0446](#) Approve Planning Commission Meeting Minutes of April 23, 2018

**PUBLIC HEARINGS/GENERAL BUSINESS**

2. [18-0374](#) **Proposed Project:**
- DESIGN REVIEW:** to allow a new one-story single family home resulting in 1,963 square feet (1,640 square feet of living area and 323 square foot one-car garage) and 49% floor area ratio on a 4,000-square foot lot;
- VARIANCE:** to allow the following deviations:
- 10-15' front yard setback where 20' minimum is required;
  - 7' 2" combined side yard setback where 10' minimum is required;
  - 49% lot coverage where 45% maximum is permitted;
  - One-covered parking space where two-covered parking spaces are required; and,
  - No uncovered parking spaces where two-uncovered parking spaces are required.

**Location:** 814 Coolidge Avenue (APN: 165-17-017)

**File #:** 2017-7765

**Zoning:** R-2 (Low Medium Density Residential)

**Applicant / Owner:** Joe and Raquel Fanucchi (applicant) / (owner)

**Environmental Review:** Class 1 Categorical Exemption relieves this project from the California Environmental Quality Act (CEQA) provisions that include minor additions to an existing single-family residence (CEQA Section 15301).

**Project Planner:** Cindy Hom, (408) 730-7411, chom@sunnyvale.ca.gov

Associate Planner Cindy Hom presented the staff report.

Commissioner Howard confirmed with Associate Planner Hom that the five-foot street dedication is required for the future road widening of Coolidge Avenue.

Vice Chair Weiss asked staff about the timing of this future widening. Assistant Director Andrew Miner stated that this is a Department of Public Works project and that staff is not aware of any current plans.

Associate Planner Hom provided information about Condition of Approval (COA) PS-1 to Vice Chair Weiss.

Commissioner Simons asked staff if the basis for the variance request is the granting of similar variances in the neighborhood. Assistant Director Andrew Miner provided information about the combined side yard setback and Associate Planner Hom provided information about the front yard setback.

Commissioner Howe clarified with Assistant Director Miner that without the required five-foot street dedication the front setback would be 20'. Commissioner Howe clarified with Assistant Director Miner that the proposed combined side setback is 7' 2" where a minimum of 10" is required.

Commissioner Olevson confirmed with Associate Planner Hom that the proposed project is considered a new home and that the deviations are required to meet current standards. Commissioner Olevson confirmed with Associate Planner Hom that the long driveway and back garage would be eliminated.

Commissioner Olevson asked staff about the basement entrance not visible on the current site plans. Associate Planner Hom advised that the applicant can provide this information.

Assistant Director Miner stated a correction to the combined side setback on the project data table.

Commissioner Harrison commented that homes in the neighborhood encroach on the front setback. Commissioner Harrison confirmed with Associate Planner Hom that the applicant wants to bring the front of the garage to the 20' setback. Assistant Director Miner provided information about staff's rationale for supporting the variance requests, except for the uncovered parking spaces.

Chair Rheume confirmed with Associate Planner Hom that the proposed project would not build closer to the street.

Chair Rheume opened the Public Hearing.

Dan Stark, representing Habitec Architects, presented information about the proposed project.

Vice Chair Weiss commented that the middle bedroom will not meet ladder access requirements per the Fire code. Mr. Stark stated that a resident is not currently intended for that bedroom and that the closet could be removed to repurpose the bedroom as an office.

Commissioner Simons asked the applicant about adding bungalow style architectural details. Mr. Stark stated that they would not object to that addition.

Mr. Stark provided details about future development of the basement to Commissioner Olevson.

Commissioner Olevson asked for clarification regarding Mr. Stark's comments about the easement changing the character of the neighborhood. Mr. Stark stated that the dedication has the potential to change the neighborhood's character and should be carefully addressed.

Commissioner Howard confirmed with Mr. Stark that only one side of Coolidge Avenue currently has on street parking.

Commissioner Howard asked staff about the potential to reduce or move the water heater and furnace to bring the garage back. Assistant Director Miner advised that there is a minimum size for a garage.

Commissioner Howard confirmed with Assistant Director Miner that tandem parking would be feasible.

Chair Rheaume confirmed with Mr. Stark that the site plans depict wood windows but that the color and use of external grids have not yet been specified.

Mr. Stark presented additional information about the proposed project.

Mr. Stark presented details about the middle bedroom and Fire code requirements to Commissioner Howe. Assistant Director Miner advised that staff could not support a change from bedroom to office without changes made to the interior of the middle bedroom.

Commissioner Harrison commented on window requirements for egress and asked staff about ladder access requirements for a single-story house. Assistant Director Miner stated that ladder access is not part of the variance request but that the applicant will have to meet Fire code requirements.

Chair Rheaume closed the Public Hearing.

MOTION: Commissioner Harrison moved and Commissioner Howard seconded the motion for Alternative 2 – Approve the Design Review and Variance to allow deviations for front yard setback, combined side yard setback, lot coverage, one covered parking space, and no uncovered parking spaces, subject to modified findings and conditions –

The windows shall be minimally simulated divided light double hung windows as shown in the site plans.

Commissioner Harrison stated that she can make the findings for the variances because there are existing neighborhood variances either as built or amended by Planning Commission approval. Commissioner Harrison commented that moving the garage back five feet would impose a hardship on the property owner that has not been imposed on other properties. Commissioner Harrison stated an opinion that the likelihood of future street widening is extremely remote. Commissioner Harrison noted that the proposed project would remain on the 20' line while other homes are located forward from the 20' line.

Commissioner Howard commented that the subject lot was designed with different regulations and that it is close to Downtown and a Caltrans station. Commissioner Howard discussed required parking for the site and commented on the future potential for additional street parking if the street is widened. Commissioner Howard stated that there may be future changes to the City's parking requirements. Commissioner Howard stated that he can make the findings for the variances.

Commissioner Howe stated that he will not be supporting the motion. Commissioner Howe noted the increase in the non-conformity and the substantial number of requested deviations. Commissioner Howe stated that the amount of detail provided regarding fire safety and windows is evidence that the proposed project is not ready to move forward.

Commissioner Olevson stated that he will not be supporting the motion. Commissioner Olevson noted his appreciation of the proposed project's design but stated that it could accommodate moving the garage to eliminate the uncovered parking deviation. Commissioner Olevson stated an opinion that the elimination of the long driveway could cause parking issues for future owners.

Vice Chair Weiss stated that she will not be supporting the motion. Vice Chair Weiss commented on the narrow width of Coolidge Avenue and stated that any visitors will add to the congestion. Vice Chair Weiss stated that more cars on the street will block traffic and create a hazard. Vice Chair Weiss noted that her concerns about fire safety have not been addressed.

Commissioner Simons stated that he will not be supporting the motion. Commissioner Simons stated that he would have considered the deviations if the bungalow style architecture was maintained. Commissioner Simons commented on the proposed changes to the porch and the loss of the original architectural details.

Chair Rheaume stated that he will be supporting the motion. Chair Rheaume stated that he can make the findings and noted that variances have been approved for other homes in the neighborhood. Chair Rheaume commented that it is a nice design. Chair Rheaume noted his concern with the Planning Commission's focus on street width since they cannot dictate street size or on street parking. Chair Rheaume stated an understanding regarding the concern over the loss of the driveway but that hopefully staff can work with the applicant to retain some of the driveway.

The motion failed by the following vote:



**Yes: 3 -** Chair Rheaume  
Commissioner Harrison  
Commissioner Howard

**No: 4 -** Vice Chair Weiss  
Commissioner Howe  
Commissioner Olevson  
Commissioner Simons

MOTION: Commissioner Howe moved and Commissioner Simons seconded the motion for Alternative 4 – Deny the Design Review and Variance and provide direction to staff and the applicant where changes should be made –

1. Eliminate the potential for cars to overhang into the public right-of-way;
2. Meet the combined side setback requirement by removing the extension of the non-conformity;
3. Mitigate fire safety concerns for the middle bedroom;
4. Add bungalow style architectural details; and,
5. Maintain two uncovered parking spaces without a variance, as feasible.

Commissioner Simons commented that with these changes the proposed project will be improved and a useful addition to the neighborhood.

Vice Chair Weiss stated that she will be supporting the motion. Vice Chair Weiss stated her hope that staff and the applicant can work with the Division of Fire Operations to create a safer design.

Commissioner Howard asked staff about the determination of fire safety for the proposed project. Assistant Director Miner stated that when the project is reexamined staff will address fire safety complications. Commissioner Howard confirmed with Assistant Director Miner that there is no documented hardship but that the Fire code deficiency is shown on the site plans.

The motion carried by the following vote:

- Yes: 5 -** Chair Rheaume  
Vice Chair Weiss  
Commissioner Howe  
Commissioner Olevson  
Commissioner Simons
- No: 2 -** Commissioner Harrison  
Commissioner Howard

Assistant Director Andrew Miner stated that this decision is final unless appealed to the City Council within 15 days or called up by the City Council within 15 days.

Site Address: 814 Coolidge Ave

Permit #: 2017-7765

Zoning: R-2

Project description: Appeal planning commission decision for a design review and variance

May 29, 2018

Dear City Council Members,

Please accept our application to appeal the planning commission decision for the design review and variance request on our home at 814 Coolidge Ave.

The variances requested are not unlike other variances the planning commission has previously approved due to a sub-standard lot size of 4000 SF. Typical R2 zoning requires a minimum of 8,000 SF lot size. The proposed house would have a FAR of 49% due to the small lot size. In addition, most variance requests are existing non-conforming conditions we are asking to maintain.

We are appealing to the City Council because our variance was not approved primarily due to a 5' ROW on each side of the street that is being discussed within the City Public Works Department. The dedication would widen the street to allow for parking on both sides of the street and add bike lane. There currently are no formal plans to implement the dedication therefore we believe our variances should be approved in line with past approvals by the planning commission.

The lack of clarity from Public Works regarding if they will ever implement the 5'ROW led 3 of the 7 Planning Commission members to approve all variance requests that would allow this project to proceed as designed.

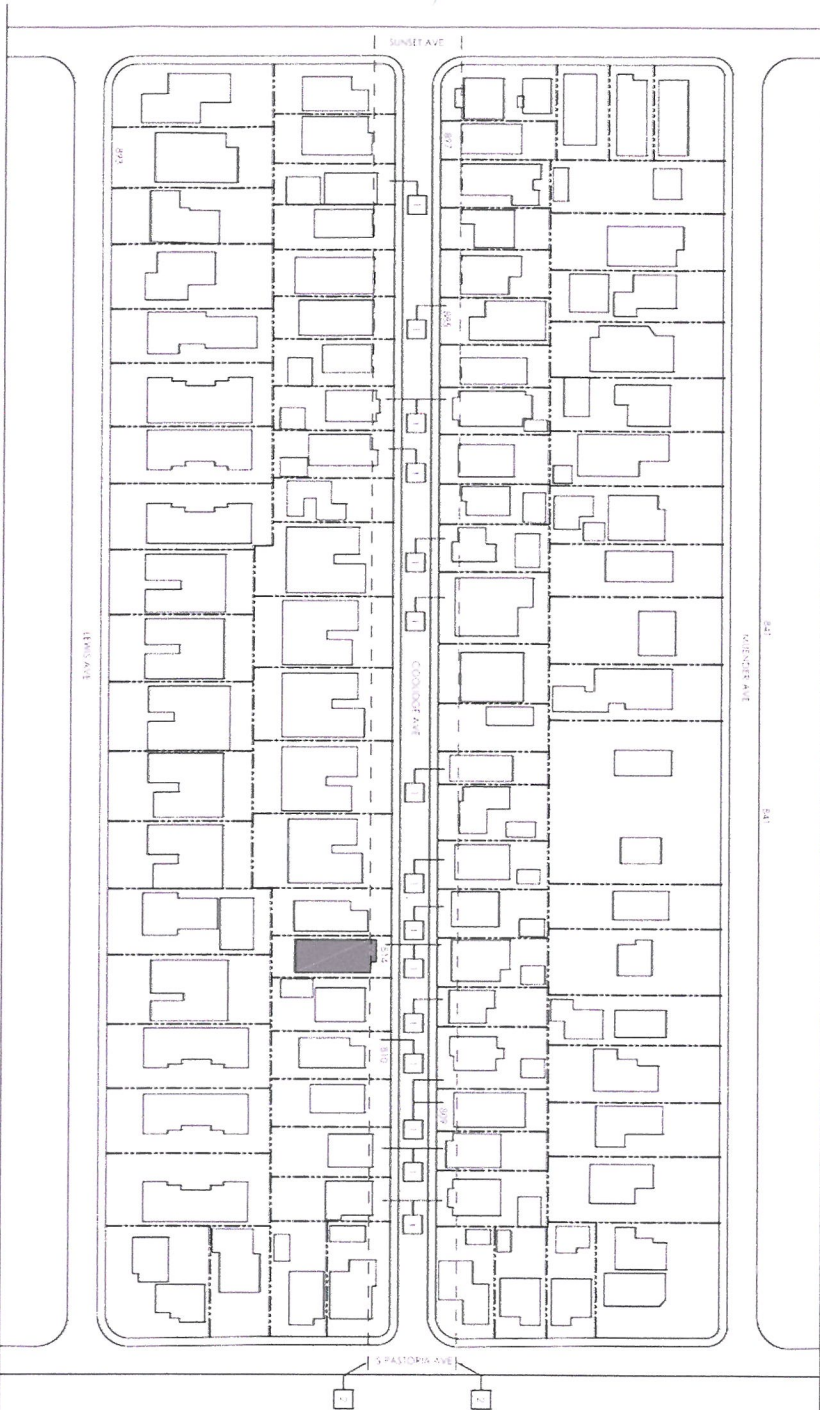
After hearing comments from the remaining members, we have re-evaluated our plans and are making modifications to include items addressing the design of the home which would include a more pronounced column at the porch and give the home a more bungalow feel.

We will also push the garage back 3' further despite the lack of clarity around the Public Works project. This would allow a driveway length of 18' if the ROW is implemented. The standard length of most sedans, mid-size trucks and SUVs does not exceed 17' in length. The garage meets the 20' length requirement for all new garage spaces.




Please see attached a sample of properties along Coolidge Ave that currently have non-conforming front yard setbacks as well as a proposed elevation of our project compared in design to a recently built home at 885 Coolidge. Our design is very similar and we will continue to work with the planning department to further embellish the property with lighting, columns and other features.

Sincerely,

Joe and Raquel Fanucchi  
814 Coolidge Ave  
Sunnyvale  
650-283-4015



LEGEND

- 



IS BUILDING FOOTPRINT  
 PROPERTY LINE  
 REQUIRED TO BE REPORTED?

## KEY NOT

1. FROM COMFORT SEATBACK  
2. SEQUENTIAL 20° FROM SEATBACK

## NEIGHBORHOOD:

According to the ASHRAE 55 thermal environment guidelines, the temperature of the space should be maintained at 72°F (22°C) during the heating season and 75°F (24°C) during the cooling season. The ASHRAE 55 guidelines also specify that the relative humidity should be maintained at 30% to 60% during the heating season and 30% to 60% during the cooling season. The ASHRAE 55 guidelines also specify that the air velocity should be maintained at 0.15 to 0.25 ft/s (0.05 to 0.08 m/s) during the heating season and 0.15 to 0.25 ft/s (0.05 to 0.08 m/s) during the cooling season. The ASHRAE 55 guidelines also specify that the air quality should be maintained at 0.05 to 0.10 grains of moisture per pound of dry air (0.001 to 0.002 g/kg) during the heating season and 0.05 to 0.10 grains of moisture per pound of dry air (0.001 to 0.002 g/kg) during the cooling season. The ASHRAE 55 guidelines also specify that the air quality should be maintained at 0.05 to 0.10 grains of moisture per pound of dry air (0.001 to 0.002 g/kg) during the heating season and 0.05 to 0.10 grains of moisture per pound of dry air (0.001 to 0.002 g/kg) during the cooling season.



Proposed project front elevation compared to recently built property at 885 Coolidge Ave, where variances were approved as well as the design. Our project is very similar in design.



Similar design recently constructed at 885 Coolidge Ave.



## COOLIDGE VARIANCE STUDY

ADDRESS	PERMIT #	VARIANCE	FINDING	APPROVAL DATE
805	V-79-78	TO ALLOW A VARAINCE FOR A DETACHED GARAGE WITH A 3' SIDE AND REAR SETBACK WHERE 4' IS REQUIRED FOR THE SIDE YARD AND 10' MIN. IS REQUIRED.	SUBSTANDARD LOT. ESTABLISHED PRECEDENCE	11/14/1979
809	2000-0715	TO ALLOW A VARIANCE FOR 42.5% LOT COVERAGE AND VARIANCE FOR A 15' FRONT SETBACK WHERE 20' IS REQUIRED AND 15' (D) DRIVEWAY	SUBSTANDARD LOT. 5' STREET DEDICATION WAS USED AS THE PHYSICAL HARDSHIP	11/15/2000
810	2001-0228	TO ALLOW A VARIANCE FOR 42 % LOT COVERAGE WHERE 40% IS PERMITTED AND 15' FRONT SETBACK WHERE 20' IS REQUIRED.	SUBSTANDARD LOT. 5' STREET DEDICATION WAS USED AS THE PHYSICAL HARDSHIP. ESTABLISHED PRECEDENCE	5/30/2001
866	V-77-69	TO ALLOW A VARIANCE FOR A DETACHED GARAGE WITH A 2' SETBACK FROM THE SIDE AND REAR PROPERTY LINE WHERE 4' MIN. IS REQUIRED FOR THE SIDE YARD AND 10' MIN IS REQUIRED FOR THE REAR YARD.	SUBSTANDARD LOT.	8/3/1977
884	V-83-75	TO ALLOW A VARIANCE FOR 41.2% LOT COVERAGE WHERE 40% IS PERMITTED AND 18' FRONT SETBACK WHERE 20' IS REQUIRED	SUBSTANDARD LOT	9/28/1983
886	V-82-54	TO ALLOW A VARAINCE FOR 43% LOT COVERAGE WHERE 40% IS PERMITTED AND VARIANCE TO ALLOW A COMBINED SIDE YARD SETBACK OF 10'-8" WHERE 12' IS REQUIRED	SUBSTANDARD LOT. ESTABLISHED PRECEDENCE	8/25/1982
895	V-87-40	TO ALLOW A VARIANCE FOR A NEW CARPORT WITH A 3' SIDE YARD SETBACK WHERE A MIN. OF 4' IS REQUIRED.	SUBSTANDARD LOT	10/7/1987
896	V-87-5	TO ALLOW A 556 SQ. FT. ADDITION CONSISTING OF ONE-CAR GARAGE AND MASTER BEDROOM AND VARIANCE TO ALLOW AN 8' COMBINED SIDE YARD WHERE 12' IS REQUIRED.	SUBSTANDARD LOT	1/21/1987





# City of Sunnyvale

## Agenda Item

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18-0631

Agenda Date: 8/14/2018

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### REPORT TO CITY COUNCIL

#### SUBJECT

**Proposed Project:** General Plan Amendment Initiation to consider amending the Lawrence Station Area Plan (LSAP) to expand the boundary of the plan area to include 932 and 950 Kifer Road (APNs 205-49-005 and 205-49-012).

**File #:** 2018-7447

**Locations:** 932 Kifer Road (APN 205-49-005); 950 Kifer Road (APN 205-49-012); 945 Kifer Road (APN 205-40-002); and 955 Kifer Road (APN 205-40-001).

**Applicant/Owner:** Intuitive Surgical, Inc.

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

**Project Planner:** George Schroeder, (408) 730-7443, [gschroeder@sunnyvale.ca.gov](mailto:gschroeder@sunnyvale.ca.gov)

#### SUMMARY OF COMMISSION ACTION

The Planning Commission considered this item on July 9, 2018. No members of the public spoke on the item; the meeting minutes can be found in Attachment 7.

The Planning Commission voted 5-0 (two absent) to recommend approval of Alternative 1: Initiate the General Plan Amendment to add the properties at 932, 950, 945-955 Kifer Road in the Lawrence Station Area Plan boundaries and direct staff to include these amendments in the LSAP residential study currently underway.

The motion also included the following modifications beyond the staff recommendation:

- a. Coordinate the study with a unified bicycle and pedestrian plan for the connection to the Caltrain station as well as Countywide networks that converge on the area; and
- b. The study shall analyze methods to maximize the existing tree canopy, preserve the existing trees, and maintain the open space within the 945-955 Kifer Road property.

The Planning Commission was supportive of studying an expansion of the LSAP boundary to include the three Intuitive Surgical (ISI) properties. Most of the discussion about including the ISI properties centered on preserving the existing open space and mature tree canopy on the 945-955 Kifer Road property. Staff notes that the LSAP amendments could include policies to address this point.

The Planning Commission recommended to coordinate the LSAP bicycle and pedestrian plan to a larger city-wide plan, similar to the recommendation added by the Commission at the May 14, 2018 LSAP residential study hearing. Staff is supportive of that review, but considers this level of analysis to be more appropriately evaluated in conjunction with an update to the Citywide pedestrian and bicycle plan. Staff is supportive of the latter portion of the recommendation to study a bicycle and pedestrian connection from these sites to the Caltrain station, similar to the recommended study at the eastern end of the LSAP, as part of the LSAP Sense of Place Plan.

**Consideration of Additional Properties**

Following the Planning Commission hearing, the property owner of 818-824 Kifer Road (APN 205-49-004) immediately west of the western-most ISI site at 932 Kifer Road expressed interest in including their parcel in the study to expand the LSAP boundary, with the intention of future redevelopment to higher intensity office/R&D floor area ratio (FAR). See Attachment 8 for the property owner's letter of interest. The property has frontages on both Kifer Road and San Lucar Court, which is a small cul-de-sac on the south side of Kifer Road, approximately 450 feet to the east of Wolfe Road.

Inclusion of this property would warrant consideration of including the other three properties along San Lucar Court, which would bring the LSAP boundary to Wolfe Road. As stated in the Planning Commission staff report (Attachment 1), staff does not support including these properties because they are further away from the Caltrain station (0.9 miles at furthest point) and relate more to San Lucar Court than the neighboring parcels on Kifer Road and the LSAP boundary. Additionally, including these parcels in the LSAP may encourage higher intensity uses and/or parcel consolidation to a larger corporate campus, which may not be desirable if these parcels are envisioned for smaller companies or start-ups.

**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 also sent e-mail notifications to interested parties.

**ALTERNATIVES**

1. Initiate the General Plan Amendment study to add the properties at 932, 950, 945-955 Kifer Road in the Lawrence Station Area Plan boundaries and direct staff to include these amendments in the LSAP residential study currently underway.
  - a. Study a pedestrian/bicycle route from the subject properties to the Lawrence Caltrain Station (*Recommended by Planning Commission*).
  - b. The study shall analyze methods to maximize the existing tree canopy, preserve the existing trees, and maintain the open space within the 945-955 Kifer Road property (*Recommended by Planning Commission*).
2. Initiate the General Plan Amendment study as stated in Alternative 1 with modifications (such as fewer properties, expanded boundaries, additional floor area) and direct staff to include these amendments in the LSAP residential study currently underway.
3. Do not initiate the General Plan Amendment study to add the 932, 950, 945-955 Kifer Road GPI properties in the Lawrence Station Area Plan boundaries, which would retain the current General Plan designation as Industrial and zoning as M-3 and M-S.
4. Initiate the General Plan Amendment study as stated in Alternative 1 with the following additional Planning Commission recommendation:
  - a. Coordinate the study with a unified bicycle and pedestrian plan for the connection to the Caltrain station as well as Countywide networks that converge on the area.

**STAFF RECOMMENDATION**

Alternative 1: Initiate the General Plan Amendment study to add the properties at 932, 950, 945- 955 Kifer Road in the Lawrence Station Area plan boundaries and direct staff to include these amendments in the LSAP residential study currently underway.



- a. Study a pedestrian/bicycle route from the subject properties to the Lawrence Caltrain Station (*Recommended by Planning Commission*).
- b. The study shall analyze methods to maximize the existing tree canopy, preserve the existing trees, and maintain the open space within the 945-955 Kifer Road property (*Recommended by Planning Commission*).

Staff finds that studying amendments to the LSAP boundaries to include the subject sites could lead to a more coordinated approach to planning for this area. The applicant owns several parcels in the LSAP boundaries, and inclusion of these additional sites would provide the applicant the opportunity to meet their business expansion needs in the City consistent with the LSAP. The GPI area adjoins the current western boundary of the LSAP, and is in closer proximity to the train station than the current eastern boundary. If more housing potential is allowed because of the concurrent LSAP Housing Study, these subject sites could help with the land use balance as future development would be restricted to industrial, office, or R&D. The existing LSAP office/R&D development capacity could accommodate higher intensity development on these sites. Higher intensity development would also be subject to the LSAP incentive program, which could provide needed community benefits to the area. Staff is not recommending an increase to the LSAP-wide office/R&D capacity nor inclusion of additional properties beyond the GPI request.

The timing of the GPI application with the selection of the LSAP Housing Study preferred alternative permits the City to combine both amendments into an efficient review process with coordinated land use and environmental analysis. Additionally, the applicant would be responsible for their share of the consultant costs associated with amending the boundary to include their sites. Also, inclusion of the ISI properties would allow the environmental impacts to be considered for all future development on the ISI sites, which would be more efficient and provide a more comprehensive review of the possible impacts from the increased residential and expanded boundaries.

Prepared by: George Schroeder, Senior Planner

Reviewed by: Amber Blizinski, Principal Planner

Reviewed by: Andrew Miner, Assistant Director of Community Development

Reviewed by: Trudi Ryan, Director of Community Development

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

### **ATTACHMENTS**

1. Report to Planning Commission 18-0557, July 9, 2018 (without attachments)
2. Map of Intuitive Surgical Properties in LSAP
3. Key Goals and Policies from the General Plan and LSAP
4. Applicant's GPI Request Letter and Map
5. General Plan and Zoning Maps of the Vicinity
6. Noticing Map

### **Additional Attachments for Report to Council**

7. Excerpt of Minutes of the Planning Commission Meeting of July 9, 2018
8. Letter from Property Owner of 818-824 Kifer Road



# City of Sunnyvale

## Agenda Item

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18-0557

Agenda Date: 7/9/2018

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### REPORT TO PLANNING COMMISSION

#### SUBJECT

**Proposed Project:** General Plan Amendment Initiation to consider amending the Lawrence Station Area Plan (LSAP) to expand the boundary of the plan area to include 932 and 950 Kifer Road (APNs 205-49-005 and 205-49-012).

**File #:** 2018-7447

**Locations:** 932 Kifer Road (APN 205-49-005); 950 Kifer Road (APN 205-49-012); 945 Kifer Road (APN 205-40-002); and 955 Kifer Road (APN 205-40-001).

**Applicant/Owner:** Intuitive Surgical, Inc.

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

**Project Planner:** George Schroeder, (408) 730-7443, [gschroeder@sunnyvale.ca.gov](mailto:gschroeder@sunnyvale.ca.gov)

#### REPORT IN BRIEF

Intuitive Surgical, Inc. (ISI) has submitted a General Plan Amendment Initiation (GPI) request to include three sites into the Lawrence Station Area Plan (LSAP). Two sites are located immediately west of the LSAP boundary; one site (which is two assessor parcels) is immediately to the north of the boundary, near the other two sites. These three sites were not originally included in the LSAP because they are outside of the half -mile radius to the Lawrence Caltrain Station. The half-mile metric was used in developing the plan boundary because that is considered a “walkable” distance from the Caltrain station; properties on the eastern edge of the LSAP are over a half-mile from the train station.

The applicant is interested in expanding their existing presence in Sunnyvale along Kifer Road by adding new industrial, office, and R&D uses at 932 and 950 Kifer Road and at the private park at 945-955 Kifer Road (while retaining significant park area). ISI has expressed a desire to develop to floor area ratios (FAR) found in the LSAP (up to 100% FAR). The applicant recently developed and occupies an office building at 1020 Kifer Road and is currently constructing an office/R&D campus at 1050-1090 Kifer Road, and would like to consolidate operations near this new campus. The site directly across the street from the existing LSAP boundary includes a large private park for employees. See map in Attachment 5 for zoning and LSAP boundary; and Attachment 2 for sites owned by ISI.

ISI has a specific need for office and R&D space only, and it is intended that the subject properties not be available for residential uses.

Staff recommends that all properties (932 and 950 Kifer Road and the park property at 945-955 Kifer Road) be included in a specific plan amendment study given their location immediately adjacent to the existing LSAP boundary, and given the potential to have a campus for a Sunnyvale-based

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company within one planning area.

The staff recommendation is based on:

- The subject sites are closer to the train station than the current eastern boundary of the LSAP.
- There would be no increase in net new square footage of non-residential development as there is existing zoning capacity and LSAP office/R&D development capacity available to support the proposed FAR. It is not necessary to raise the development capacity for office area in the LSAP for the requested plan boundary extension.
- The City is currently studying an amendment to the LSAP to increase housing potential, and given the alignment of timing, this request could be included in the project description for a more efficient amendment process.
- If more housing potential is allowed in the LSAP, ensuring office and R&D space elsewhere in the plan area would balance the diverse land use pattern envisioned in the plan area.
- Inclusion of these sites would allow the applicant to expand business operations in Sunnyvale and provide needed community benefits that are identified in the LSAP.

## **BACKGROUND**

General Plan Amendment Initiation (GPI) requests are considered on a quarterly basis by the Planning Commission and City Council. The process for considering a General Plan Amendment (GPA) begins with a written request from a property owner or applicant. If the Council approves the GPI, a formal application for a GPA can be filed by the property owner/applicant. The approval of a GPI does not commit the City Council to approving a proposed GPA, or subsequent project proposal.

Staff received the GPI request from the applicant, Intuitive Surgical, Inc., on June 6, 2018. ISI is a robotic-assisted surgery company headquartered in Sunnyvale, and owns 11 different properties totaling 82 acres in the Lawrence Station Area Plan (LSAP) district (see Attachment 2). The applicant is requesting to amend the LSAP to expand the western and northern boundary of the plan area to include two properties on the south side of Kifer Road (932 and 950) and the private park site on the north side of Kifer Road (945-955). If the GPI is authorized, the applicant would need to submit an application to amend the General Plan and LSAP to include these sites, and request a Rezoning (RZ) to an LSAP-specific zoning designation.

The applicant envisions redevelopment of these sites with new office/R&D/industrial uses under the existing floor area ratio (FAR) allowances in the LSAP, which allows a range of nonresidential FARs from 35 to 150 percent, depending on zoning district, and incorporation of zoning incentives. The applicant indicates that development of these sites would allow Intuitive Surgical to remain and grow in Sunnyvale, and consolidate business operations to the west of Lawrence Expressway to create a more cohesive complex (see Attachment 4 for the applicant's GPI request letter). The applicant has not submitted a conceptual development proposal. This GPI request is for consideration of an amendment to the LSAP (and General Plan) to include these sites in the plan boundaries to allow the applicant to propose a development with higher FARs than those allowed in the current zoning district.

The GPI request has been submitted at a time when the City is considering an amendment to the LSAP to increase housing potential throughout the plan area. On June 26, 2018, the City Council selected the preferred housing study alternative to increase the density allowance for MXD-I and MXD-II zoned areas and to expand the area allowed for housing in two districts of the LSAP with up

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to 100 dwelling units per acre in the current M-S/LSAP area (see RTC No. 18-0505 for more information). At that same hearing, the Council adopted the FY 2018/19 Budget, which includes funding needed for the LSAP housing study. If the ISI GPI request is approved, the study could be included in the project description for the housing study, which has yet to begin environmental review and analysis of plan amendment details. If the Council authorizes the subject plan amendment study there may be potential cost and time savings to the City to coordinate the ISI GPA application with the LSAP housing amendments study. Staff could include the expanded boundary as requested in the other effort to amend the LSAP to consider more housing opportunities because the request would not require adding office and commercial building area to the plan.

The City Council is scheduled to consider this item on August 14, 2018.

### **EXISTING POLICY**

Below are key policies from the General Plan and LSAP that apply to the GPI request. See Attachment 3 for a full list of goals and policies.

### **SUNNYVALE GENERAL PLAN:**

The General Plan is the primary policy plan that guides the physical development of the City. When used together with a larger body of City Council policies, it provides direction for decision-making on City services and resources. The Land Use and Transportation Element (LUTE) within the General Plan anticipates that the proposed GPI sites would experience minor infill, improvements, and redevelopment up to 35 percent FAR with a theoretical buildout year of 2035.

### **Land Use and Transportation Chapter**

#### **Regional Participation**

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

#### **Regional Approach to Providing and Preserving Open Space**

*Policy LT-10.2:* Support public and private efforts in and around Sunnyvale to acquire, develop and maintain open space and recreation facilities and services for public use.

#### **Supportive Economic Development Environment**

*Policy LT-11.1:* Provide existing businesses with opportunities to grow in Sunnyvale and provide opportunities to expand into new technologies.

### **GOAL LT-14 Special and Unique Land Uses to Create a Diverse and Complete Community -**

Provide land use and design guidance so that special and unique areas and land uses can fulfill their distinctive purposes and provide a diverse and complete community fabric.

#### **Specialized Plans and Zoning Tools**

**Policy LT-14.1** Provide existing businesses with opportunities to grow in Sunnyvale and provide opportunities to expand into new technologies.

#### **Existing Plans**

**Policy LT-14.2** Support the following adopted specialized plans and zoning tools, and update them

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as needed to keep up with evolving values and new challenges in the community: Downtown Specific Plan, Lakeside Specific Plan, Arques Campus Specific Plan, Lawrence/101 Site Specific Plan, Precise Plan for El Camino Real, Moffett Park Specific Plan, Peery Park Specific Plan, and Lawrence Station Area Plan.

### **Lawrence Station Area Plan**

The following key goals and policies from the LSAP are shown for reference purposes, should the GPI sites be considered for inclusion in the LSAP.

**GOAL LU-G6:** Provide a flexible land use pattern that provides the desired balance of employment and residential uses in order to create an active daytime and nighttime environment.

**Policy OSP-1:** Strive to provide a total of 32.5-39.0 acres of new open spaces and plazas open to the public throughout the plan area.

**Policy D-P3:** Encourage development at the maximum intensities allowable with incentives in order to maximize the provision of neighborhood-serving amenities, support services and infrastructure improvements.

### **General Plan Land Use Map**

The subject sites have a General Plan designation of Industrial. The two properties south of Kifer and are zoned M-3 (General Industrial) and the site north of Kifer is zoned M-S (Industrial and Service). The General Plan designation provides for research and development, manufacturing, office, and heavy industrial uses. Attachment 5 is a General Plan land use map of the vicinity.

### **Zoning Standards**

The M-3 zoning district is intended for the heaviest industrial uses in the City, and is the smallest industrial zoning district at approximately 150 acres. By comparison, the M-S zoning district, which is intended for lighter industrial uses, is approximately 690 acres. The key difference between the two zoning districts is that the M-3 district allows for consideration of heavy manufacturing uses. Those types of uses do not currently operate on the GPI sites, and therefore a potential rezoning would not make existing uses onsite nonconforming. The M-3 zoning district is confined to a small geographic area of the City (along the rail corridor) which includes the Northrup Grumman Hendy Iron Works site; parcels on the south side of Kifer Road between Fair Oaks Avenue and 950 Kifer Road; and a 7-acre industrial-to-residential site (currently Pine Cone Lumber) near the intersection of Wolfe Road and Evelyn Avenue.

The M-3 and M-S zoning districts allow a maximum FAR of 35 percent (unless a Green Building Incentive or Use Permit are approved for higher FAR), with building heights up to 75 feet and eight stories. An additional 10 percent FAR can be earned by exceeding the minimum standards in the City's Green Building program. Requests for FAR beyond 45 percent require a Use Permit with Planning Commission review and City Council approval, and are subject to the review criteria for higher intensity industrial development.

### **ENVIRONMENTAL REVIEW**

The decision to initiate a General Plan study does not require environmental review under the California Environmental Quality Act (CEQA) because the mere initiation of a study does not

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constitute a project with the meaning of CEQA pursuant to CEQA Guidelines section 15378 (a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

If initiated, the proposed amendments and associated rezoning would be subject to the provisions of CEQA. If the City Council authorizes a GPA application, staff would include the sites in the appropriate CEQA document for the LSAP Housing Study for efficiency reasons, and to avoid dual environmental documents. If the GPI sites are included with the LSAP Housing Study CEQA document, the applicant would be responsible for its pro rata share of the study preparation costs attributable to its project.

## **DISCUSSION**

### **Site Location and Characteristics**

Two of the GPI sites are located on the south side of Kifer Road, adjacent to the western boundary of the current LSAP. The existing land uses onsite and in the immediate vicinity are industrial and office/R&D. The Fortinet office/R&D campus, where a GPA/RZ application (file no. 2017-7802) has been submitted to consider 100 percent FAR is northwest of the 932 Kifer Road property. There are existing medium density residential uses to the south across the railroad tracks.

The park site at 945-955 Kifer Road is located immediately north of the current LSAP boundary and immediately west of the City of Santa Clara border. Texas Instruments owns many of the properties along the north side of Kifer Road adjacent to the park site; these properties are near the City of Santa Clara Lawrence Station Area Plan boundary.

The furthest corner of the sites is 0.7 miles from the Lawrence Caltrain station. Although this is not considered within customary walking distance to the station, it is a shorter distance than the eastern end of the LSAP on Uranium Drive at 0.8 miles to the station. The properties included in the GPI request would benefit from an approved pedestrian/bicycle path on another Intuitive Surgical site that is under construction at 1020 and 1050-1090 Kifer Road. The path would provide a direct route from the current western end of the LSAP on Kifer Road to the train station. Below is more information on the site-specific characteristics.

#### **932 Kifer Road**

The 9.89-acre site is located at the terminus of Commercial Street at Kifer Road. The site was developed in 1955 with a chemical plant. Offices and outdoor storage areas were added in the 1970s. There is approximately 52,900 square feet of building area onsite (approximately 12.3% FAR), which currently sits vacant. Mohawk Laboratories was the previous tenant of the site, operating for about 50 years. Intuitive Surgical acquired the property last year.

The site is known to have contaminated soil and groundwater due to the use of the land for chemical storage. Remediation measures have been in place since 1993, and the California Regional Water Quality Control Board is the lead agency overseeing the cleanup at this site. There is a deed restriction recorded on the site that restricts development to industrial, commercial, or office space. Residential, hospitals, schools, child day cares, senior care facilities are prohibited.

#### **950 Kifer Road**

The 6.93-acre site abuts the current western boundary of the LSAP. The site was originally developed in 1964 with offices and manufacturing facilities. Redevelopment occurred in 1986 with a one-story,

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105,000-square foot office/R&D building (approximately 35% FAR). The building is currently occupied by Intuitive Surgical, which has operated onsite since 2002.

#### 945-955 Kifer Road

The 15.58-acre private park was developed in 1985 as a recreational area for employees of National Semiconductor, Inc., which was later acquired by Texas Instruments. The applicant purchased the site in 2014 and continues to use the park for their employees' exclusive use. The applicant has also indicated they have plans to construct a new office building on this site, while preserving a substantial portion of the existing open space. The applicant is not proposing public access on the park and intends to continue restricted access for security reasons.

#### **Proposed Inclusion of Sites in LSAP**

The current western boundary of the LSAP is a half mile from the Caltrain station, approximately midway between Lawrence Expressway and Wolfe Road. The proposed inclusion of 932 and 950 Kifer Road would bring the LSAP edge to the rear of the properties that front San Lucar Court, a small industrial cul-de-sac on the south side of Kifer Road. This is an appropriate boundary because the San Lucar Court properties do not relate to Kifer Road, but to San Lucar Court.

The current LSAP boundaries were formed by drawing a half-mile radius around the Lawrence Caltrain Station, and excluded the existing low and medium density residential uses south of the rail line and properties outside the City boundaries. The half-mile radius represents a ten-minute walk for the average pedestrian, which is the typical distance that pedestrians are willing to walk on a regular basis to access a transit station. Although the area east of Calabazas Creek is more than a half-mile from the Caltrain station, it was included in the LSAP because the properties relate more to the properties west of the creek. Also, that area is surrounded on three sides by the City of Santa Clara, and excluding the area would make it an "island" with little long term vision for development. It was desirable to include this area in the LSAP to integrate it better with the land use patterns and future circulation improvements in the LSAP. Also, depending on the outcome of the concurrent LSAP Housing Study, residential uses may be introduced to this area.

The potential allowance of residential uses in the area east of the creek could result in the conversion of industrial land. A benefit of including the three western GPI sites in the LSAP boundaries is that it would help balance the probable loss of industrial land to residential uses at the eastern side of the plan area. The applicant does not intend to develop residential uses on the western GPI sites (in fact, those sites may not be available for residential uses given past businesses located on those sites). Staff finds that residential uses would not be appropriate there, and the sites could be zoned to prohibit residential uses, similar to the existing M-S/LSAP zoning.

Additionally, the applicant owns four other properties in the LSAP east of Lawrence Expressway, and has expressed intent to consolidate operations to the west of Lawrence Expressway. If this comes to fruition, the applicant could sell the parcels on the east side and allow potential for office/R&D or residential development by others.

#### **Inclusion of Private Park Site at 945-955 Kifer Road**

Prior to receiving the GPI application, the City staff discussed with ISI whether to include the park property in the GPI request. Given the common ownership of the park with the properties across Kifer Road in the LSAP area, and its proximity to the plan boundary, staff supports including the private park site at 945-955 Kifer Road in the GPI request.

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The private park site is located on the north side of Kifer Road, directly across the street from the 950 Kifer Road GPI site. The frontage width of the park site also spans in front of 960 Kifer Road, which is the site at the far west end of the LSAP. Moreover, the furthest end of the private park site is located 0.6 miles from the Lawrence Caltrain station, which is closer than the furthest end of the other GPI sites. Given its adjacency to the existing LSAP boundary, and similar proximity to the station, staff finds that this site warrants consideration in the LSAP.

Other areas adjacent to or near the GPI sites that were considered, but are not proposed for inclusion are the following:

- Properties along San Lucar Court - These four industrial sites are oriented along this cul-de-sac, which is adjacent to the 932 Kifer Road site on the east and Wolfe Road on the west. These sites are not recommended for inclusion because of the increased distance to the station (0.9 miles, which is further away from the station than the M-S/LSAP district), and because the properties do not relate to the adjacent eastern Kifer Road properties, with the properties' backs to the adjacent ISI property. There are also policies to retain industrial parcels for smaller companies to locate and expand. Including these in the LSAP could encourage higher intensity uses and/or parcel consolidation to a larger corporate campus, given the higher FARs allowed.
- Properties along Commercial Street - There are existing industrial properties on either side of Commercial Street, which terminates at the middle point of the 932 Kifer Road site. Fortinet Inc. owns the properties on the west side of Commercial Street and has an active redevelopment application in for review as well an approved GPI to study higher intensity office uses. The east side of the street has a variety of different property owners and is an ideal location for smaller industrial tenants to continue to operate. There is a similar concern for parcel consolidation if this area were to be included in the LSAP. Additionally, staff had previously proposed including this area as part of Fortinet's GPI request last year. The City Council ultimately decided to exclude this area from Fortinet's project, in part, because of the company's timing concerns.

### **Development Capacity Available in the LSAP**

Staff analyzed whether there is enough office/R&D development capacity in the LSAP to support increased FAR on the GPI sites. The adopted LSAP allows for a maximum development capacity of 1.2 million net new square feet of office/R&D development. This buildout level was studied in the LSAP environmental impact report (EIR) to ensure that long-term development within the plan area would not adversely impact the environment or exceed the capacity of infrastructure systems necessary for the growth.

Since adoption of the plan, two large projects were approved in the LSAP area: a new office campus for Intuitive Surgical at 1050-1090 Kifer Road, which used square footage from the LSAP development reserve; and a residential/commercial mixed-use project at 1120-1130 Kifer Road by Greystar, which added back square footage due to demolition of the existing office/R&D building. The current office/R&D development reserve balance is 908,378 square feet. The undeveloped potential at the sites (up to 35% FAR) could transfer over to the LSAP. There would be enough capacity to allow both GPI sites to redevelop to 100 percent FAR, and the 945-955 Kifer Road site to redevelop to 45 percent FAR with a remaining balance of approximately 370,000 square feet. Currently, staff is unaware of any other LSAP office/R&D projects in the development potential. Therefore, the LSAP development cap does not need to be raised to accommodate the ISI request. There has been



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tremendous interest by residential developers in property in the LSAP, and if any properties convert from office/R&D/industrial to a residential use, the square footage of the existing office/industrial use would be returned to the LSAP office/R&D development reserve for use elsewhere in the plan area. It should be noted that access to the balance in the development capacity is granted on a first-come, first-serve basis as individual projects are granted entitlement approvals.

<b>Project Name or Address</b>	<b>Office/R&amp;D Net Change (SF)</b>	<b>LSAP Office Cap Balance</b>
<b>WITHIN CURRENT LSAP BOUNDARY</b>		
Adopted Office Development Cap LSAP	N/A	1,200,000
1050-1090- Kifer ISI campus under construction	-392,465	807,535
Greystar residential/retail	+100,843	908,378
<b>IF ADDED TO LSAP BOUNDARY</b>		
Residual Development Capacity (undeveloped potential on 932, 945-955, and 950 Kifer)	+ 335,000	1,243,378
932 Kifer- ISI 100% FAR	-375,000	868,378
950 Kifer- ISI 100% FAR	-200,000	668,378
945-955 Kifer- ISI 45% FAR	-300,000	368,378

In addition to the overall LSAP development cap, there is a periodic consideration of the office/R&D development capacity in the LSAP to provide an opportunity to ensure a balance of use types. The program requires staff to advise the City Council as development nears or reaches the temporary cap; providing the Council an opportunity to review use types and consider amending the cap to ensure an appropriate balance of uses. The current interim office/R&D capacity is 650,000 square feet, and if all ISI projects were submitted at the same time, the interim capacity would be exceeded. Council would not need to act on the interim cap now, since the request is to only amend the LSAP boundary. The interim cap would be considered as projects are approved and as new applications are submitted.

### **If Not Included in the LSAP Boundary**

If Council decided not to include 932, 950 and 945-955 Kifer Road in the LSAP boundaries, the applicant could still request higher density development projects, but they would be considered on a case-by-case basis as stand-alone properties. In those cases, any building area approved greater than 35% (or 45% with green building incentives) would require Council action and the City-wide development capacity would be used (there is currently 955,000 square feet of office/R&D capacity available). Due to the recent (April 2017) adoption of the Land Use and Transportation Element, staff has advised property owners to explore a General Plan Amendment for high intensity industrial/office development on large sites.

By not including the properties in the LSAP boundaries, aspects of the Plan would not be available for use in reviewing future projects. Aspects such as incentive zoning, extending circulation elements throughout the plan area, and incorporating the upcoming Sense of Place plan would not be required for any project. Also, by including the ISI properties in the LSAP boundary, CEQA review for future

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development proposals can be included in the LSAP amendment EIR, which would streamline project review and provide a more comprehensive understanding of the impacts associated with the projects and the existing Plan area.

### **FISCAL IMPACT**

There are no fiscal impacts associated with initiating a General Plan Amendment study. If the request is granted, ISI would be required to pay for any cost for a study or plan preparation. The applicant would also be responsible for a proportionate share for any combined effort (e.g., CEQA review, Sense of Place plan amendment, infrastructure analysis, etc.) of the already initiated LSAP plan amendment.

### **PUBLIC CONTACT**

Public contact was made through posting the agenda on the City's official-notice bulletin board and on the City's website and the agenda and report were made available in the Reference Section of the City Library. Notices were sent to all property owners and tenants within 300 feet of the sites (1,128 notices) (Attachment 6); email messages with notices were sent to the Ponderosa Park neighborhood association and the LSAP interested party list.

### **ALTERNATIVES**

Recommend to the City Council:

1. Initiate the General Plan Amendment to add the properties at 932, 950, 945-955 Kifer Road in the Lawrence Station Area plan boundaries and direct staff to include these amendments in the LSAP residential study currently underway.
2. Initiate the General Plan Amendment with modifications (such as fewer properties, expanded boundaries, additional floor area) and direct staff to include these amendments in the LSAP residential study currently underway.
3. Do not initiate the amendment to add the 932, 950, 945-955 Kifer Road GPI properties in the Lawrence Station Area Plan boundaries, which would retain the current General Plan designation as Industrial and zoning as M-3 and M-S.

### **STAFF RECOMMENDATION**

Alternative 1: Initiate the General Plan Amendment to add the properties at 932, 950, 945- 955 Kifer Road in the Lawrence Station Area plan boundaries and direct staff to include these amendments in the LSAP residential study currently underway.

Staff finds that studying amendments to the LSAP boundaries to include the subject sites could lead to a more consistent approach to planning for this area. The applicant owns several parcels in the LSAP boundaries, and inclusion of these additional sites would provide the applicant the opportunity to meet their business expansion needs in the City. The GPI area adjoins the current western boundary of the LSAP, and is in closer proximity to the train station than the current eastern boundary. If more housing potential is allowed as a result of the concurrent LSAP Housing Study, these subject sites could help with the land use balance as future development would be restricted to industrial, office, or R&D. The existing LSAP office/R&D development capacity could accommodate higher intensity development on these sites. Higher intensity development would also be subject to the LSAP incentive program, which could provide needed community benefits to the area. Staff is not recommending an increase to the LSAP-wide office/R&D capacity.

The timing of the GPI application with the selection of the LSAP Housing Study preferred alternative

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permits the City to combine both amendments into an efficient review process with coordinated land use and environmental analysis. Additionally, the applicant would be responsible for their share of the consultant costs associated with amending the boundary to include their sites. Also, inclusion of the ISI properties would allow the environmental impacts to be considered for all future development on the ISI sites, which would save staff and time and provide a more comprehensive review of the possible impacts from the increased residential and expanded boundaries.

Prepared by: George Schroeder, Senior Planner

Reviewed by: Amber Blizinski, Principal Planner

Reviewed by: Andrew Miner, Assistant Director of Community Development

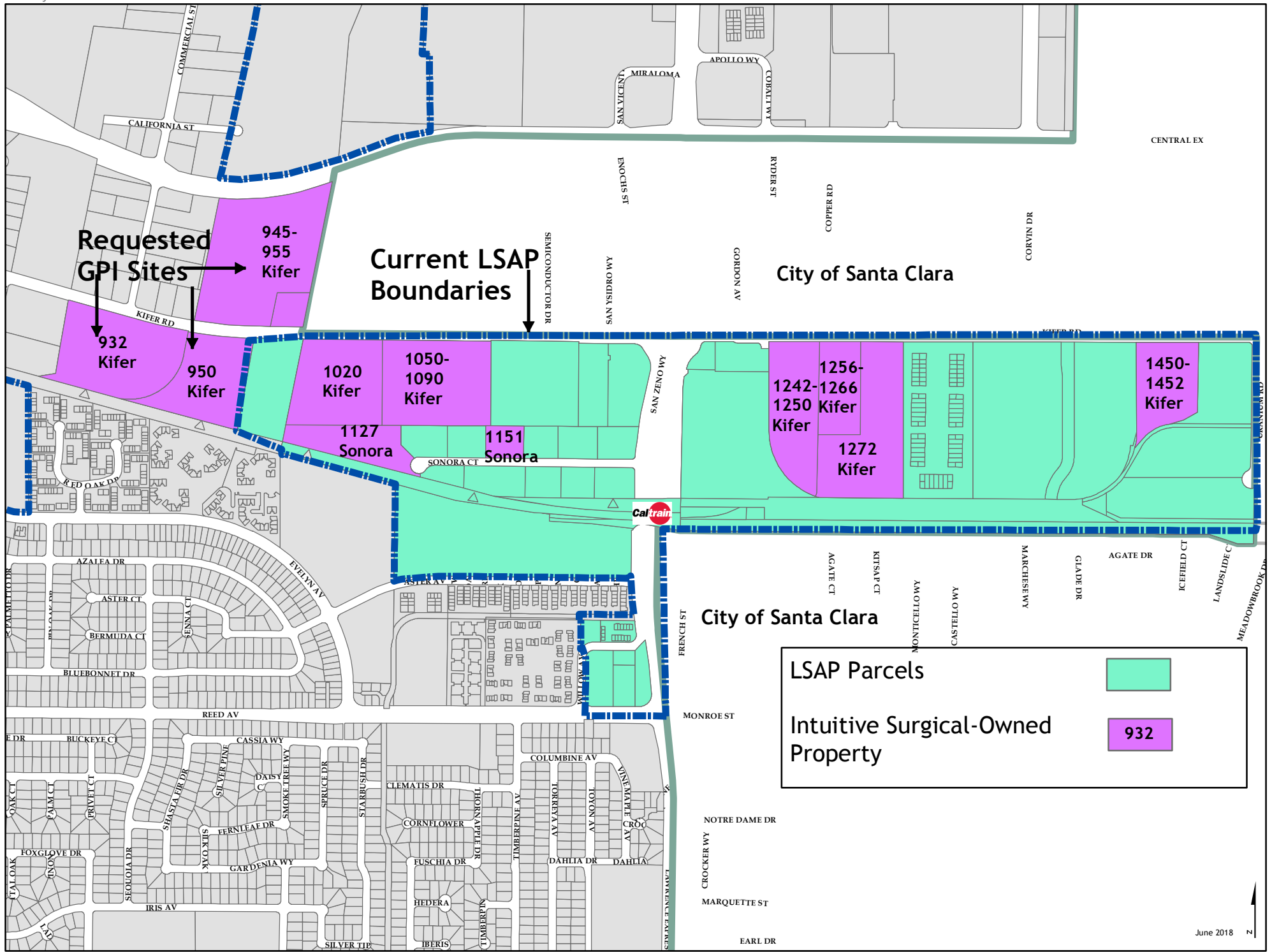
Reviewed by: Trudi Ryan, Director of Community Development

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

### **ATTACHMENTS**

1. *Not Used, Reserved for Report to Council*
2. Map of Intuitive Surgical Properties in LSAP
3. Key Goals and Policies from the General Plan and LSAP
4. Applicant's GPI Request Letter and Map
5. General Plan and Zoning Maps of the Vicinity
6. Noticing Map



## Key Goals and Policies from the General Plan and Lawrence Station Area Plan

### **GENERAL PLAN**

#### **Land Use and Transportation Element**

##### **Adequate and Balanced Recreation Facilities**

*Policy LT-9.18:* Improve accessibility to parks and open space by removing barriers.

*Policy LT-11.3:* Promote business opportunities and business retention in Sunnyvale.

##### **A Balanced Economic Base**

*Policy LT-12.4:* Attract and retain a diversity of commercial enterprises and industrial uses to sustain and bolster the local economy and provide a range of job opportunities.

*Policy LT-12.8:* Maintain an adequate supply of land zoned for office, industrial, and retail development to meet projected needs.

##### **Office, Industrial, and Research & Development**

*Policy LT-13.9:* Maintain areas of Class B and C buildings to support all types of businesses and provide a complete community.

##### **Specialized Plans and Zoning Tools**

*Policy LT-14.1:* Provide existing businesses with opportunities to grow in Sunnyvale and provide opportunities to expand into new technologies.

##### **Existing Plans**

*Policy LT-14.2:* Support the Lawrence Station Area Plan, and update it as needed to keep up with evolving values and new challenges in the community.

##### **Community Benefits**

*Policy LT-14.8:* Ensure that development projects provide appropriate improvements or resources to meet the City's future infrastructure and facility needs, and provide development incentives that result in community benefits and enhance the quality of life for residents and workers.

##### **Acceptable Levels of Risk for Natural and Human-Caused Hazards**

*Policy SN-1.1:* Evaluate and consider existing and potential hazards in developing land use policies. Make land use decisions based on an awareness of the hazards and potential hazards for the specific parcel of land.

*Policy SN-1.5:* Promote a living and working environment safe from exposure to hazardous materials.

**LAWRENCE STATION AREA PLAN:**

*Goal LU-G3:* Promote a mix of employment and residential uses.

*Goal LU-G4:* Although the plan allows for flexible use of property, a balance should be found to ensure the mix of uses remains diverse at all times.

*Goal LU-G5:* Provide a mix of uses within the Plan area that encourages transit ridership, creates a neighborhood of 24-hour activity and supports the provision of amenities such as open space and support services such as retail.

*Goal LU-G7:* Incorporate land use flexibility to respond to variable market conditions, while promoting a blend of employment, residential, and retail uses.

*Goal LU-G9:* Provide sufficient development intensity to allow the feasible development of associated amenities (such as open space) and support services.

*Goal LU-G10:* Maximize development intensities in order to support transit usage.

*Goal LU-G11:* Respect the scale and character of the existing residential uses.

*Policy LU-P1:* Buffer/transition new development located adjacent to existing residential neighborhoods through site planning, land use, and design strategies.

*Policy LU-P2:* Allow existing businesses to remain and prosper as legal conforming uses.

*Policy LU-P3:* Allow transition to higher density transit-supportive uses as opportunities arise through turnover of businesses or property ownership.

*Policy LU-P4:* Establish appropriate levels of development for employment and residential uses to ensure a balance exists in the plan area. The City Council should review the thresholds for each use type as redevelopment occurs to ensure a balance remains.

*Goal I-G1:* Allow existing industrial uses to remain in the area, but ensure materials used, operations and work hours are compatible with nearby residential users.

*Goal OSG-1:* Establish a system of parks and public spaces connected by green corridors and linear parks that serve and connect both new residential development and new non-residential development.

*Goal OSG-2:* Provide open space within a five-to-ten minute walk of all residents and employees.

*Policy OSP-6:* Preserve and protect the existing mature street trees on Sonora Court (Redwoods) and Kifer Road.

*Goal D-G1:* Develop the Plan area with a diverse mix of uses at intensities sufficient to support and take advantage of the significant existing public investment in transit.

*Goal D-G2:* Target minimum development of at least 2,000 new housing units and 5,960 jobs within the Sunnyvale portion of the Plan by the horizon year of 2035 in order to support a critical mass of retail services in the area and support existing and improved transit infrastructure.

*Goal D-G3:* Encourage a range of development intensities in order to achieve neighborhood diversity and allow flexibility for businesses, property owners, workers and residents.

*Goal D-G4:* Implement the development of the Plan, including the provision of amenities and support services through development incentives rather than relying exclusively on regulatory actions or direct public investment.

*Policy D-P1:* Within the Plan area actively work with the City of Santa Clara to ensure consistency between the Station Area Plan and the City of Santa Clara General Plan and Zoning ordinance.

*Policy D-P3:* Encourage development at the maximum intensities allowable with incentives in order to maximize the provision of neighborhood-serving amenities, support services and infrastructure improvements.

*Policy CF-P14:* Ensure the existing mature street trees along Kifer Road and Sonora Court will not be adversely impacted by street improvement projects. Incorporate the mature trees into the landscape improvements of the street.

*Policy P-P11:* Improve sidewalk gaps on Willow Avenue and Kifer Road in the plan area.

*Goal BH-G1:* Encourage the greatest concentration of taller buildings in the Plan area north of the tracks in the vicinity of Lawrence Station in order to ensure a high concentration of jobs and residents in close proximity to the station and emphasize the area's function as a transit hub.

*Goal OS-G1:* Ensure that open space provided by new development is publicly accessible and attractive.

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June 6, 2018

Trudi Ryan, Director  
Community Development  
City of Sunnyvale  
456 W. Olive Ave.  
Sunnyvale, CA 94086

RE: GPI Request Letter - 932 and 950 Kifer Road

Dear Trudi:

On behalf of Intuitive Surgical, Inc. (Intuitive) I am writing to request a General Plan Initiation (GPI) for two Intuitive owned properties, 932 and 950 Kifer Road, to be added to the boundary of the Lawrence Station Area Plan (LSAP) as part of the current update to the LSAP. Intuitive is the largest single property owner in the LSAP, participating in the LSAP process early on and through adoption. In addition to our properties owned within the LSAP, we own multiple Sunnyvale properties outside of the LSAP. We have very much appreciated being a partner with the City of Sunnyvale over the years and throughout the initial LSAP process.

As you know, Intuitive is a global technology leader in minimally invasive robotic-assisted surgery. The Company's *da Vinci*<sup>®</sup> Surgical System enables surgeons to operate minimally invasively through a few small incisions or the belly button from a nearby ergonomic console. The *da Vinci* System features a magnified 3D HD vision system and tiny wristed instruments that bend and rotate far greater than the human hand. As a result of this technology, *da Vinci* enables surgeons to operate with enhanced vision, precision and control. Most recently, we announced FDA clearance of the *da Vinci* SP System for urologic surgical procedures allowing surgeons the ability to enter the body through a single, small incision.

We are proud to call Sunnyvale our home and global headquarters. With our innovation and success in the medical industry, our employee base has grown to more than 4,600 worldwide and we currently employ more than 3,000 employees in Sunnyvale. We are also proud to employ a diverse workforce performing a wide range of corporate functions including administration, research and development, engineering, IT and logistics, as well as manufacturing and assembly of many products all here in Sunnyvale.

Given our continued growth and business requirements, it is critical to our business that we both unify and intensify our campus west of Lawrence Expressway along Kifer Road, where the majority of our properties are located. We currently occupy the headquarters building at 1020 Kifer Road and own 932, 945 and 950 Kifer Road. We are currently constructing additional manufacturing, engineering and R&D buildings at 1050 and 1090 Kifer Road at this time. We also own and occupy multiple additional buildings east of Lawrence Expressway.

*Taking surgery beyond the limits of the human hand.™*

Intuitive Surgical  
1020 Kifer Road  
Sunnyvale, California 94086

Ph: 408.523.2100  
Fax: 408.523.1390  
[www.intuitivesurgical.com](http://www.intuitivesurgical.com)





We are requesting the addition of 932 and 950 Kifer Road to the boundary of the LSAP to enable us to remain and grow in Sunnyvale by intensifying business uses and operations on those properties with increased FAR and new buildings under the LSAP. With the current update to the LSAP to consider more housing opportunities in the plan area, the addition of these two parcels not only allows Intuitive to remain in Sunnyvale, but ensures continued land designated for employment uses in the LSAP area. As we unify the campus west of Lawrence Expressway, the addition to the LSAP also creates the opportunity for our properties east of Lawrence Expressway to fulfill the housing goals of the City of Sunnyvale and help transition and implement the housing objectives of the LSAP.

We very much appreciate the City of Sunnyvale's past support of Intuitive's presence, retention and growth in Sunnyvale. We look forward to our continued collaboration as the City updates the LSAP.

Please don't hesitate to contact me if you have question or need additional information. I can be reached at 408.523.8925 or [larry.crist@intusurg.com](mailto:larry.crist@intusurg.com).

Sincerely,

A handwritten signature in cursive script that reads "Larry Crist".

Larry Crist

Sr. Director, Global Real Estate, Facilities and Indirect Purchasing

Intuitive Surgical, Inc.

*Taking surgery beyond the limits of the human hand.™*

Intuitive Surgical  
1020 Kifer Road  
Sunnyvale, California 94086

Ph: 408.523.2100  
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[www.intuitivesurgical.com](http://www.intuitivesurgical.com)



June 19, 2018

Trudi Ryan, Director  
Community Development  
City of Sunnyvale  
456 W. Olive Ave.  
Sunnyvale, CA 94086

RE: GPI Request Letter Update – 932, 945 and 950 Kifer Road

Dear Trudi:

On behalf of Intuitive Surgical, Inc. (Intuitive) I am writing to follow up on our request for a General Plan Initiation (GPI) for two Intuitive owned properties, 932 and 950 Kifer Road, to be added to the boundary of the Lawrence Station Area Plan (LSAP) as part of the current update to the LSAP.

As you know, we recently requested the addition of 932 and 950 Kifer Road to the boundary of the LSAP to enable us to remain and grow in Sunnyvale by intensifying business uses and operations on those properties with increased FAR and new buildings under the LSAP. As we have reviewed the application with the City, the City has requested that we incorporate 945 Kifer Road in the GPI request. With this letter we request the addition on 945 Kifer Road (205-40-002).

We very much appreciate the City of Sunnyvale's past support of Intuitive's presence, retention and growth in Sunnyvale. We look forward to our continued collaboration as the City updates the LSAP.

Please don't hesitate to contact me if you have question or need additional information. I can be reached at 408.523.8925 or [larry.crist@intusurg.com](mailto:larry.crist@intusurg.com).

Sincerely,

A handwritten signature in cursive script that reads "Larry L. Crist".

Larry Crist (Jun 21, 2018)

Larry Crist

Sr. Director, Global Real Estate, Facilities and Indirect Purchasing

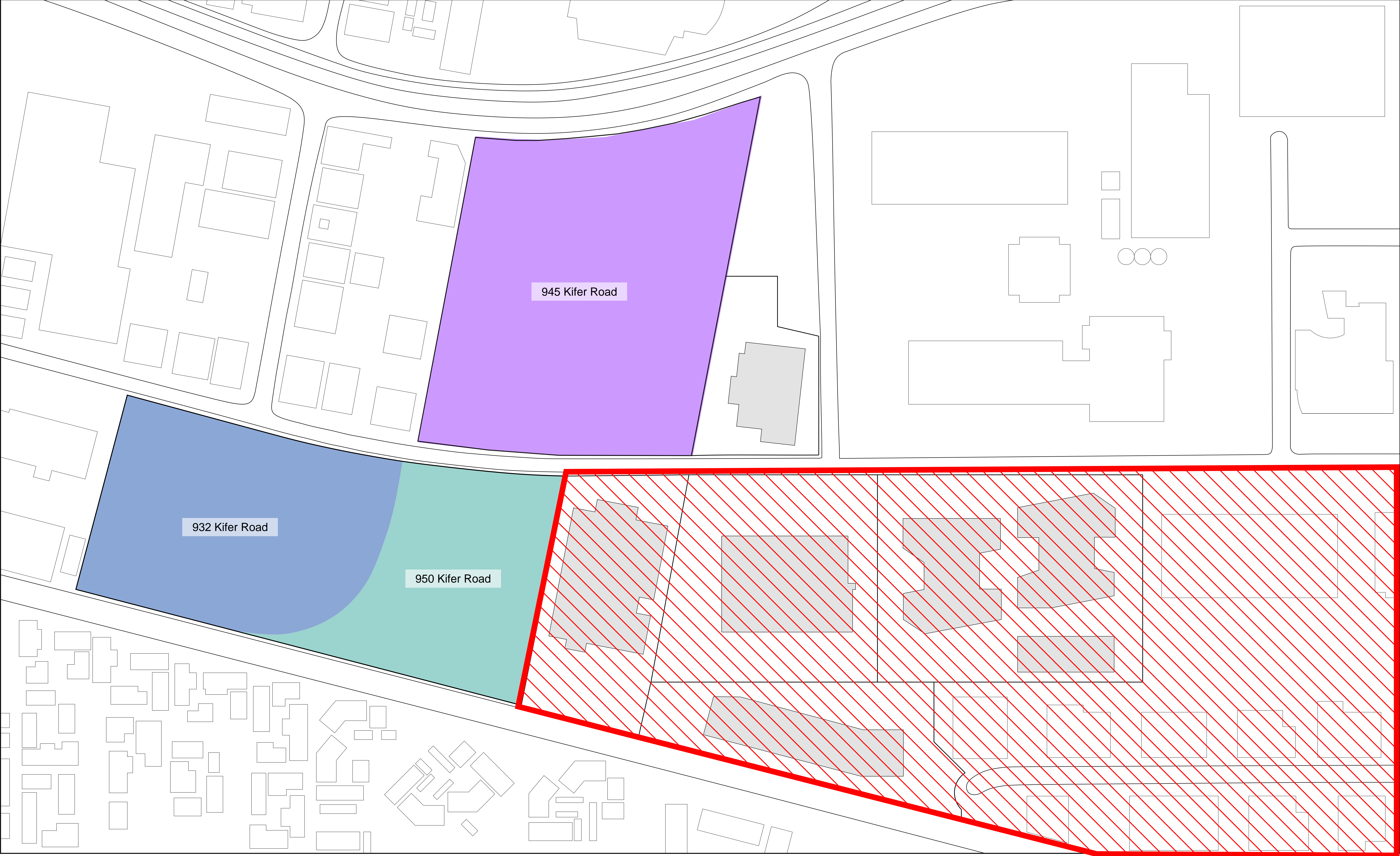
Intuitive Surgical, Inc.

*Taking surgery beyond the limits of the human hand.™*

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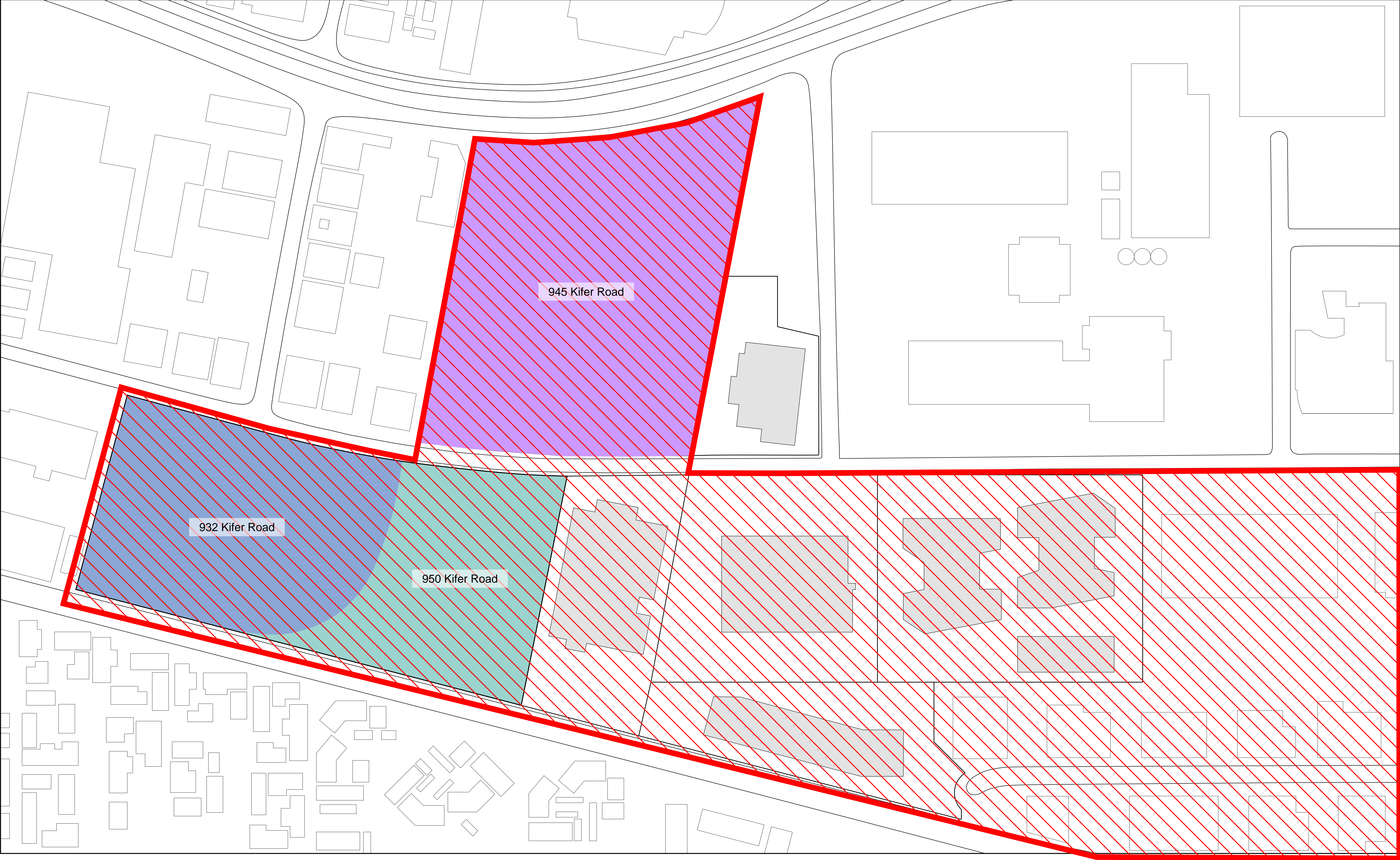
Ph: 408.523.2100  
Fax: 408.523.1390  
[www.intuitivesurgical.com](http://www.intuitivesurgical.com)

Current LSAP Boundary

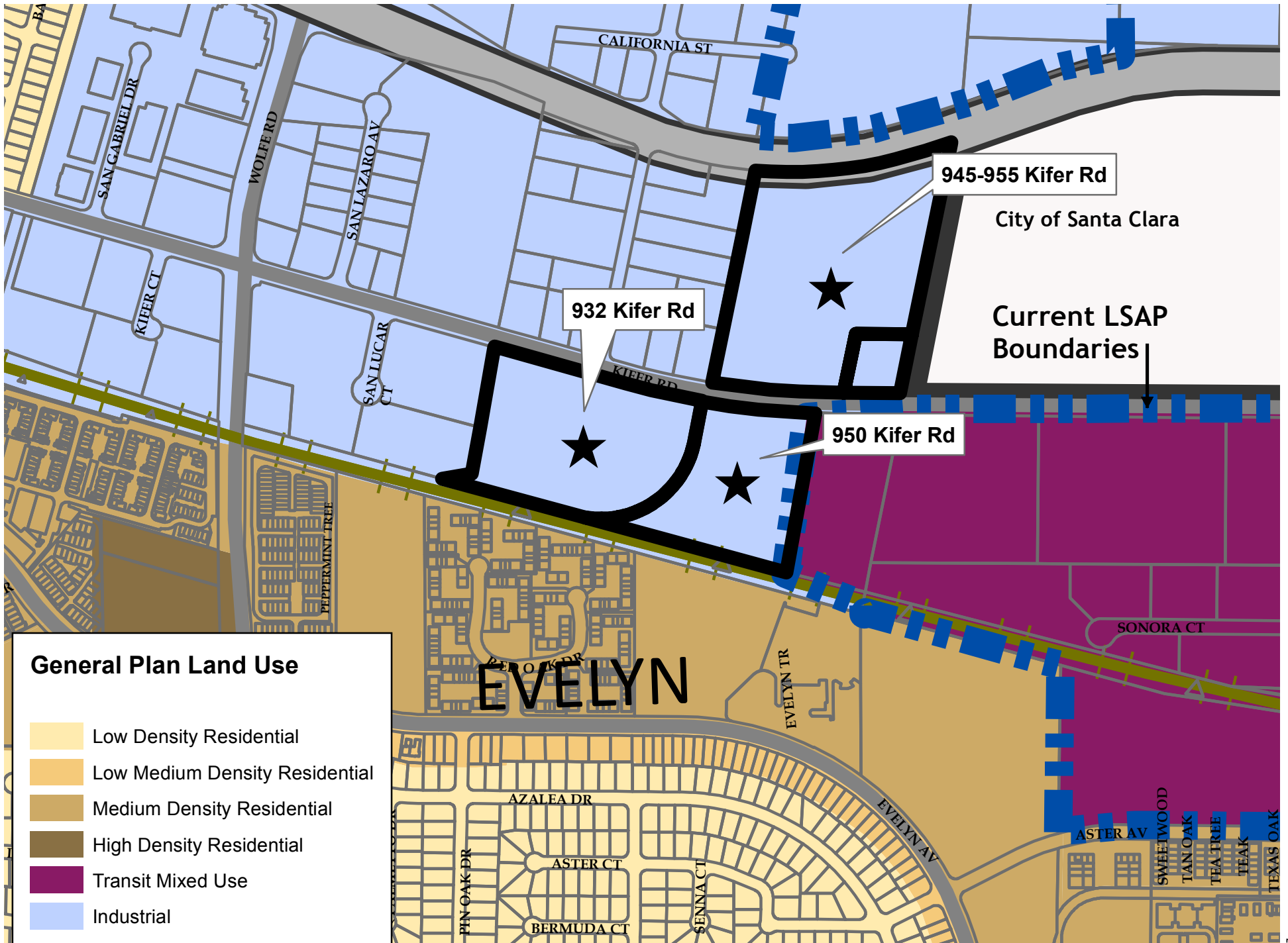


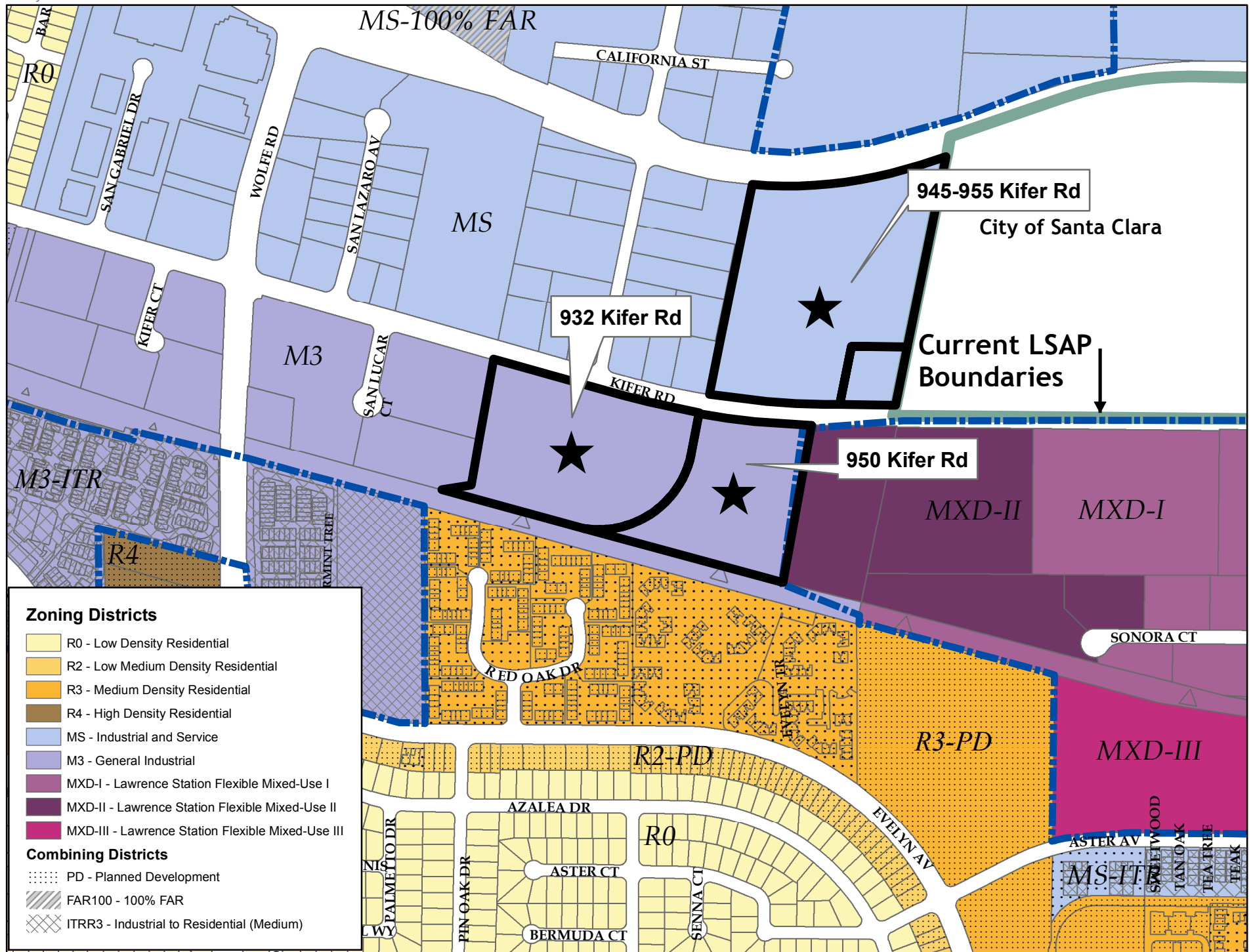


Proposed change to LSAP Boundary

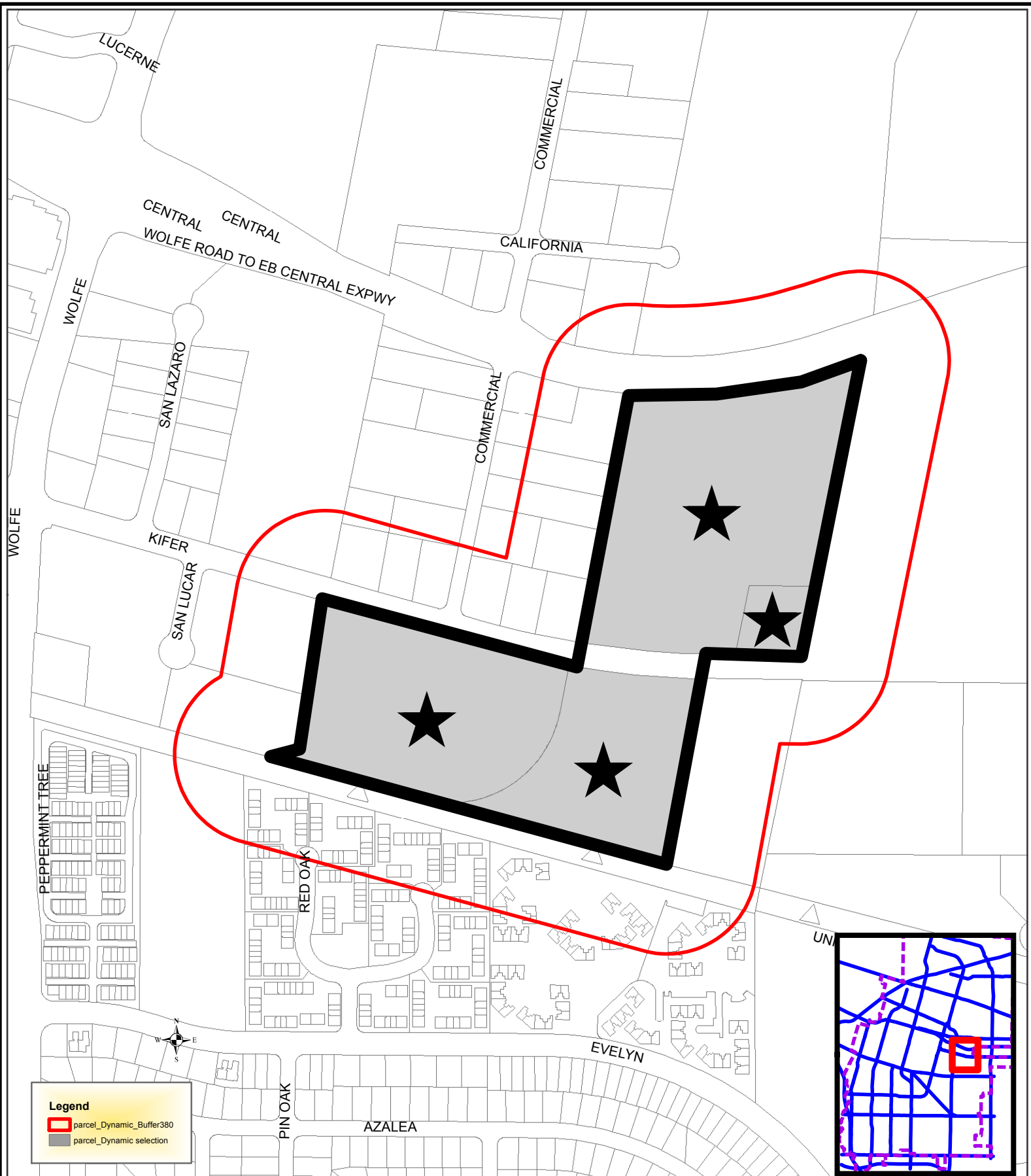


# Vicinity General Plan Land Use Map - 932, 945-955, and 950 Kifer Road







**GENERAL PLAN MAP**

932 Kifer Rd. (APN 205-49-005), 945 Kifer Rd. (APN 205-40-002), 950 Kifer Rd. (APN 205-49-012);  
and 955 Kifer Rd. (APN 205-40-001)

General Plan Amendment Initiation to consider amending  
the Lawrence Station Area Plan (LSAP)

File # 2018-7447

0 175 350 700 Feet

5.      [18-0557](#)      **Proposed Project:** General Plan Amendment Initiation to consider amending the Lawrence Station Area Plan (LSAP) to expand the boundary of the plan area to include 932 and 950 Kifer Road (APNs 205-49-005 and 205-49-012).  
**File #:** 2018-7447  
**Locations:** 932 Kifer Road (APN 205-49-005); 950 Kifer Road (APN 205-49-012); 945 Kifer Road (APN 205-40-002); and 955 Kifer Road (APN 205-40-001).  
**Applicant/Owner:** Intuitive Surgical, Inc.  
**Environmental Review:** The project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378 (a).  
**Project Planner:** George Schroeder, (408) 730-7443, gschroeder@sunnyvale.ca.gov

Senior Planner George Schroeder presented the staff report.

Commissioner Simons confirmed with Assistant Director Andrew Miner that the proposed project, if approved, would be integrated in the Lawrence Station Area Plan (LSAP). Assistant Director Miner provided information about the parcels owned



by Intuitive Surgical and the potential LSAP expansion. Commissioner Simons confirmed with Assistant Director Miner that the Planning Commission can add the same recommendation as for the LSAP Preferred Housing Study to integrate the proposed project with the City's Bicycle and Pedestrian Master Plan.

Chair Rheume confirmed with Senior Planner Schroeder that the park owned by Intuitive Surgical is currently zoned Industrial and Service (MS). Assistant Director Miner provided a history of the park. Chair Rheume asked staff about preservation of the park. Assistant Director Miner stated that property specific policies can be built into the LSAP that incorporate the applicant's and the City's goals.

Commissioner Howard confirmed with Assistant Director Miner that Intuitive Surgical is headquartered in the City and is leasing space elsewhere.

Chair Rheume opened the Public Hearing.

Eric Morley, representing The Morley Brothers and Intuitive Surgical, presented images and information about the proposed project.

Mr. Morley presented additional information about the proposed project.

Commissioner Simons asked staff about preservation of the tree canopy in the park owned by Intuitive Surgical. Assistant Director Miner advised that the Planning Commission can provide direction to staff on options to consider in the amendment.

Chair Rheume closed the Public Hearing.

MOTION: Commissioner Howe moved and Commissioner Simons seconded the motion for Alternative 1 – Recommend to the City Council to initiate the General Plan Amendment to add the properties at 932, 950, 945-955 Kifer Road in the Lawrence Station Area plan boundaries and direct staff to include these amendments in the LSAP residential study currently underway.

FRIENDLY AMENDMENT: Commissioner Simons offered a friendly amendment that the proposed project be integrated into the City's Bicycle and Pedestrian Master Plan. Commissioner Howe accepted.

FRIENDLY AMENDMENT: Commissioner Simons offered a friendly amendment to request that the LSAP study analyze methods to maximize the existing tree canopy

within the 945-955 Kifer Road site.

Commissioner Howe asked to preserve all trees in the LSAP, as feasible, and analyze the use of the open space. Commissioner Simons requested an emphasis on the tree canopy. Chair Rheame clarified with Assistant Director Miner that the park is not currently available for public use but that open space should be maintained when the property redevelops.

**MODIFIED FRIENDLY AMENDMENT:** Commissioner Simons offered a friendly amendment to request that the LSAP study analyze methods to maximize the existing tree canopy, preserve the existing trees and maintain the open space within the 945-955 Kifer Road site. Commissioner Howe accepted the friendly amendment.

Commissioner Howe commented that it makes sense to integrate the residential and this non-residential area within the LSAP. Commissioner Howe commented on the subject site's proximity to the Caltrain station and complimented Senior Planner Schroeder for his presentation.

Commissioner Simons noted that certain sub-elements of area plans tend to get neglected over the long term and that his modifications were to ensure connectivity and pedestrian throughput for the LSAP. Commissioner Simons commented on the need for long term variation in the City's development in regards to trees, landscaping, variation in heights and open space surrounding buildings.

Commissioner Howard stated that he will be supporting the motion and that this is an intuitive amendment.

Commissioner Olevson stated that he will be supporting the motion and that the City will benefit from supporting a premier company headquartered in the City. Commissioner Olevson noted that Intuitive Surgical has a manufacturing operation and is looking to expand in the City. Commissioner Olevson commented that this study will provide the data required to make a final decision.

Chair Rheame stated that he will be supporting the motion. Chair Rheame thanked the applicant for providing a history of Intuitive Surgical. Chair Rheame stated that the City should support a growing company headquartered in the City. Chair Rheame noted his agreement with the need for variations in tree height and the important of retaining open space, especially as an anchor for the LSAP.

The motion carried by the following vote:

**Yes: 5 -** Commissioner Howard  
Commissioner Howe  
Commissioner Olevson  
Commissioner Simons  
Chair Rheaume

**No: 0**

**Absent: 2 -** Vice Chair Weiss  
Commissioner Harrison

Assistant Director Miner stated that this item goes to the City Council on August 14th, 2018.



July 17, 2018

Attention: George Schroeder  
Community Development Department  
City of Sunnyvale  
456 W. Olive Avenue  
Sunnyvale CA 94086

RE: Lawrence Station Area Plan Expansion - 818-820 Kifer Road.

George,

The intent of this letter is to request the expansion of the Lawrence Station Area Plan (LSAP) to include our property located at 818-820 Kifer Rd., Sunnyvale CA. As background information, our site is approximately three acres with a single story 47,272 SF office/R&D commercial building. This parcel is unique for its size due to its disproportionately large frontage along Kifer Road (vicinity map and street frontage photos enclosed).

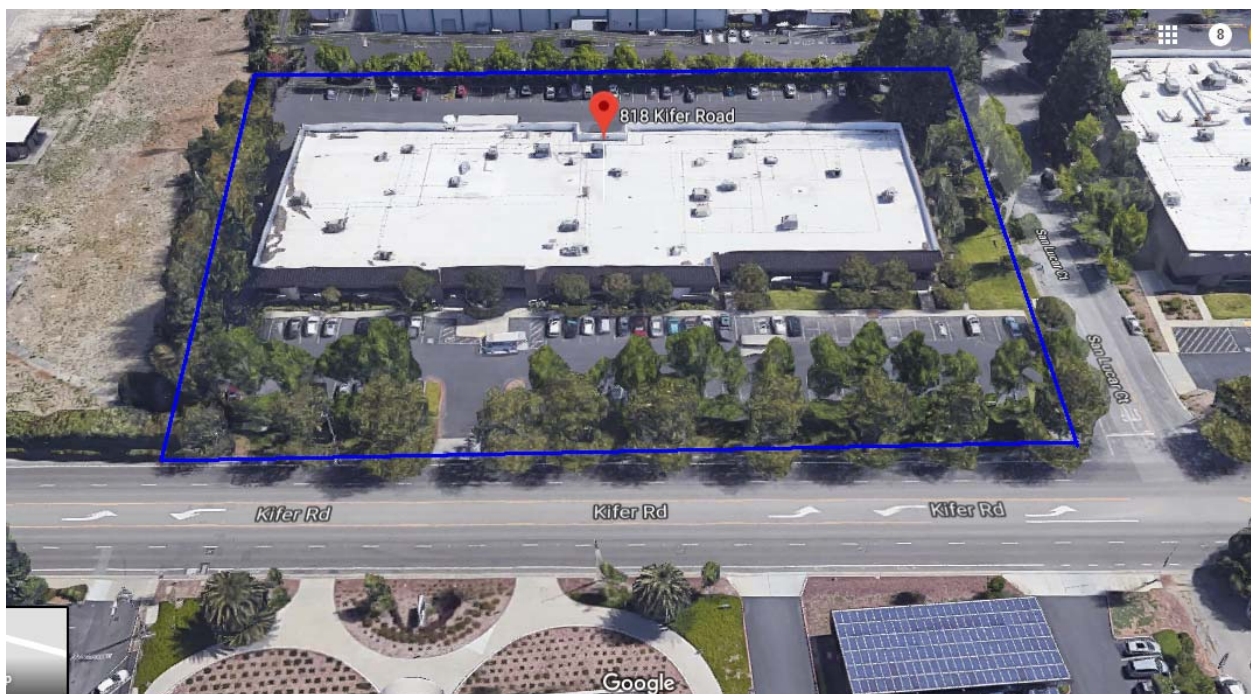
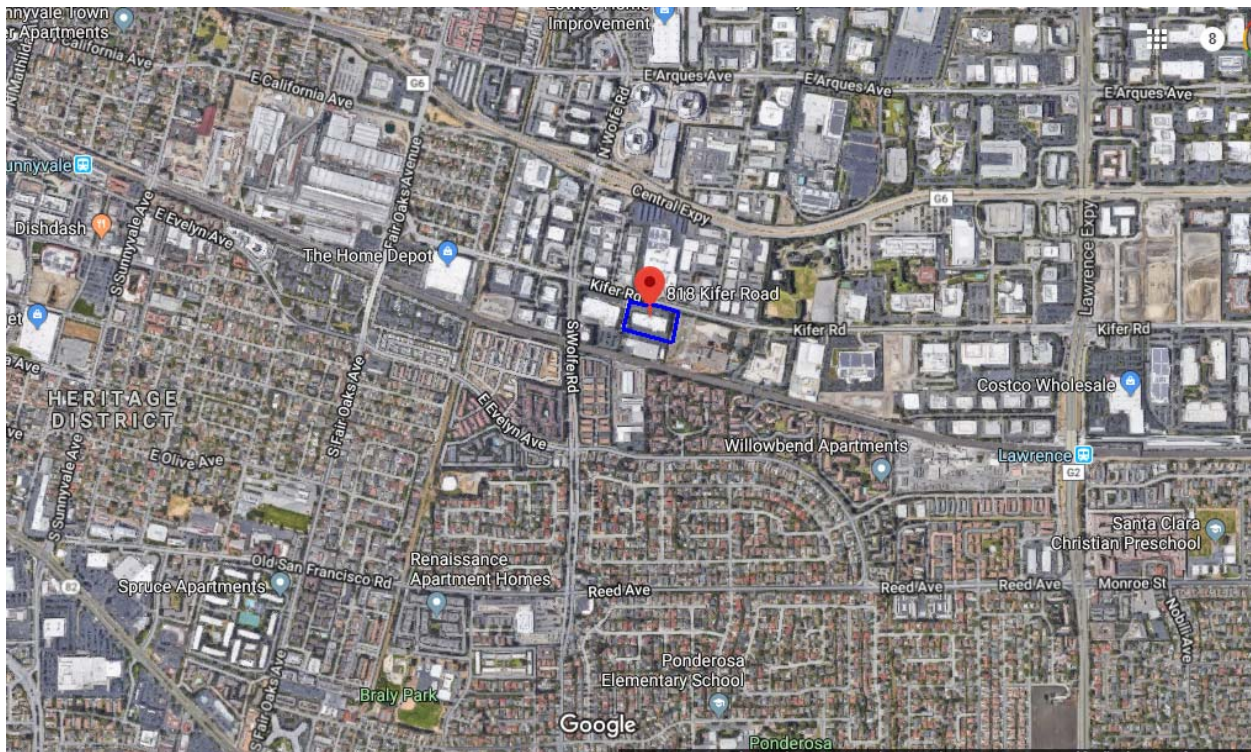
Our objective is to redevelop our site with a 1 FAR office/R&D commercial building with a design consistent with the LSAP. Our site offers a great location for employment with close proximity to the nearby Cal-Train station. Our proposed project complements the future residential use of the LSAP with additional "down the street" opportunity for employment. This project will add flexibility and balance to the LSAP by replacing some of the lost office/R&D uses due to the residential rezoning. Finally, including our parcel within the LSAP expansion will create a natural boundary for the LSAP. Instead of the boundary as proposed abruptly ending mid-block, the boundary will be extended to San Lucar Court. Please include us in the expansion area of the LSAP, our location and proposed project are a perfect fit for the plan.

Sincerely,

Derrick Larson  
Dollinger Properties  
derrick@dollingerproperties.com  
(650) 766-0999



**Vicinity Map**  
818-820 Kifer Road, Sunnyvale





### Existing Office Frontage





# City of Sunnyvale

## Agenda Item

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18-0632

Agenda Date: 8/14/2018

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### REPORT TO COUNCIL

#### **SUBJECT**

Approve a Memorandum of Understanding and Bylaws between the City of Sunnyvale and the Cities Association of Santa Clara County Providing for the Continuing Operation of the Santa Clara/Santa Cruz Counties Airport/Community Roundtable and Approve Budget Modification 3 in the Amount of \$35,000

#### **BACKGROUND**

Aviation noise is an issue of concern shared by various cities in Santa Clara County currently affected by increased flights and shift of air flight patterns from regional airports. In Sunnyvale, aviation noise sources include the San Jose International Airport, San Carlos Airport air traffic utilizing the Bayside Visual Approach, Moffett Federal Airfield, and airports located in the Northern California Metroplex (metropolitan areas with multiple airports and complex air traffic flows). Compounding the noise issue is the implementation of the Federal Aviation Administration's (FAA) NexGen transportation system that concentrated flight paths over a consistent route, thereby intensifying noise experienced by Sunnyvale residents under a flight path.

Aviation noise impacts are especially felt by Sunnyvale residents when inclement weather and southerly winds reverse the flight pattern for San Jose International Airport arrival flights, known as south flow operation. To address growing complaints from south flow operations, Sunnyvale participated as a member of the recently disbanded Ad Hoc Advisory Committee on South Flow Arrivals. The Committee served as an advisory body comprised of elected officials from several local jurisdictions. The six-month term Committee was charged with making recommendations to the FAA on the reduction of south flow operation noise impacts on surrounding communities. Prior to its disbandment, the Committee expressed interest in the formation of a Santa Clara County cities roundtable that could continue the work started by the Ad Hoc Advisory Committee on South Flow Arrivals, and continue to advocate to the FAA for aviation noise mitigation solutions.

#### **EXISTING POLICY**

Council Policy 7.4.14 Legislative Management Positions, Position 12: Engagement with the Federal Aviation Administration Regarding Airplane Noise.

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

#### **ENVIRONMENTAL REVIEW**

The action being considered does not constitute a "project" with the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(5) in that it is a

governmental organizational or administrative activity that will not result in direct or indirect changes to the environment.

### **DISCUSSION**

In June 2017, the Cities Association of Santa Clara County received a Congressional request from Representatives Eshoo, Khanna, and Panetta asking the Cities Association of Santa Clara County to take a leadership role in forming a Roundtable that would include the 21 local jurisdictions of Santa Clara and Santa Cruz Counties to work with San Francisco International Airport (SFO), San Jose International Airport, and the FAA to address the growing concern of aircraft noise (Attachment 1). The formation of such a roundtable was also a recommendation from the Select Committee (2016) chaired by Santa Clara County Supervisor Joe Simitian as well as discussed at the Ad Hoc Advisory Committee on South Flow Arrivals.

The impacts of airplane noise must be considered amid the competing interests of the public demand for aviation travel, airport operational requirements, airline industry priorities, broader economic and environmental impacts, and above all else, safety. Successful navigation of these public interest challenges requires effective collaboration. The ability of any single community to influence the complex operations of a federal agency serving a region of 8 million people is limited, instead, a unified mission and strategy not only makes sense but will be more effective. The formation of an intergovernmental partnership between the cities and counties of Santa Clara and Santa Cruz Counties, San Jose Airport, San Francisco Airport, and the FAA, could serve as a permanent aircraft noise mitigation entity.

On June 19, the Cities Association Board of Directors adopted a resolution to form a Santa Clara/Santa Cruz Community Roundtable (Attachment 2). Modeled after the SFO Airport/Community Roundtable, the mission of the proposed *Santa Clara/Santa Cruz Counties Airport/Community Roundtable* would be to address community noise concerns and make recommendations to the regional airports and the FAA on noise related issues. Each City and County would appoint one representative and one alternate who are local elected officials to serve on the body for a two-year term, as described in the Santa Clara/Santa Cruz Counties Airport/Community Roundtable Purpose and Bylaws (Attachment 3). For a summary of the proposal, see the attached Santa Clara/Santa Cruz Counties Airport/Community Roundtable FAQ sheet (Attachment 4).

The Roundtable's initial funding allocation of \$250,000 is proposed to cover staff support, operating costs, as well as to retain consultants as specified and approved by the Roundtable membership. The current initial funding is a best estimate of all 21 jurisdictions. The City's initial funding cost is estimated at \$26,859 (See last page of Attachment 3). The Roundtable shall thereafter establish a budget for each fiscal year. Roundtable voting member jurisdictions shall contribute to the budget based on a per capita formula: The population of each jurisdiction, based on the most recent available census numbers, times the per capita fee structure:

Per Capita Fee Structure	
Large City	\$0.50
Small City	\$0.50
Medium City	\$0.50
XL City	\$0.10
County	\$0.50



The proposed budget for the first year has been modeled after the SFO Roundtable budget which is approximately \$250,000. The City of Sunnyvale is designated as a Large City, along with the cities of Santa Clara, Santa Cruz, and Watsonville. Sunnyvale's cost allocation per fiscal year will be calculated using a two-step process. First our population base of 149,831 times \$.50, which equals \$74,916. Adjusting for the Cities Association's initial proposed budget of \$250,000, each jurisdiction's contribution changes proportionately. Sunnyvale's population allocation of \$74,916 times 0.3585288 equals Sunnyvale's estimated contribution of \$26,859 for the initial year. Assumptions are based on participation by all 21 jurisdictions identified in the Memorandum of Understanding (Attachment 5). Cost adjustments will be made accordingly to meet the target budget of \$250,000 if not all the jurisdictions choose to participate. Once a member, cities may withdraw from the Roundtable but any previous unspent funding contributions will be forfeited.

### **FISCAL IMPACT**

Funding for this project will be provided from the General Fund Budget Stabilization Fund. Staff is recommending Council authorize Sunnyvale to contribute up to \$35,000 to provide additional funding for the Roundtable in the event not all jurisdictions participate. Budget Modification No. 3 has been prepared to appropriate \$35,000 to a new project to fund the Roundtable. If the Roundtable is established and continues, staff will roll the ongoing cost into the FY 2019/20 operating budget for the Office of the City Manager.

#### **Budget Modification No. 3 FY 2018/19**

	<b>Current</b>	<b>Increase/ (Decrease)</b>	<b>Revised</b>
<b>General Fund</b>			
<u>Expenditures:</u>			
New Project - Santa Clara/Santa Cruz Counties Airport/Community Roundtable	\$0	\$35,000	\$35,000
<u>Reserves:</u>			
Budget Stabilization Fund	\$32,827,690	(\$35,000)	\$32,792,690

### **PUBLIC CONTACT**

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

### **ALTERNATIVES**

1. Adopt a resolution to join the Santa Clara/Santa Cruz Counties Airport/Community Roundtable; approve and authorize the City Manager to execute the Memorandum of Understanding, in substantially the same form as in Attachment 5, between the City of Sunnyvale and the Cities Association of Santa Clara County providing for the continuing operation of the Santa Clara/Santa Cruz Counties Airport/Community Roundtable and any other documents necessary for participation in

the Roundtable; approve the Roundtable Bylaws; authorize the Mayor to appoint a Representative and Alternate to serve a two-year term; and approve Budget Modification 3 in the amount of \$35,000.

2. Do not adopt a resolution to join the Santa Clara/Santa Cruz Counties Airport/Community Roundtable.

3. Take other action as directed by the City Council.

### **STAFF RECOMMENDATION**

Alternative 1: Adopt a resolution to join the Santa Clara/Santa Cruz Counties Airport/Community Roundtable; approve and authorize the City Manager to execute the Memorandum of Understanding, in substantially the same form as in Attachment 5 between the City of Sunnyvale and the Cities Association of Santa Clara County providing for the continuing operation of the Santa Clara/Santa Cruz Counties Airport/Community Roundtable and any other documents necessary for participation in the Roundtable; approve the Roundtable Bylaws ; authorize the Mayor to appoint a Representative and Alternate to serve a two-year term; and approve Budget Modification 3 in the amount of \$35,000.

Prepared by: Lupita Alamos, Senior Management Analyst

Reviewed by: Timothy J. Kirby, Director of Finance

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

### **ATTACHMENTS**

1. Congressional Request for Roundtable
2. Cities Association Resolution forming the Santa Clara/Santa Cruz Community Roundtable
3. Roundtable Bylaws
4. Roundtable FAQ Sheet
5. Roundtable MOU
6. Resolution

**Congress of the United States**  
**Washington, DC 20515**

June 28, 2017

Ms. Joanne Benjamin, Interim Executive Director  
Cities Association of Santa Clara County  
Post Office Box 1079  
Los Gatos, California 95031

Dear Ms. Benjamin,

We write to request your assistance with the establishment of a long term forum for aircraft noise concerns in the South Bay. There is a critical need in Santa Clara and Santa Cruz Counties for a permanent venue to address aircraft noise concerns and we think it is essential that this body include all currently unrepresented cities in our Congressional Districts. Because you represent each of the 15 cities within Santa Clara County, we respectfully request your assistance with developing an intergovernmental partnership between the cities in Santa Clara and Santa Cruz Counties, Norman Y. Mineta San José International Airport (SJC), and San Francisco International Airport (SFO) that will serve as a permanent aircraft noise mitigation entity representing all affected communities in the South Bay and Santa Cruz County.

Between May and November, 2016, the Select Committee on South Bay Arrivals, a temporary committee of 12 local elected officials appointed by Congresswoman Anna G. Eshoo, Congressman Sam Farr, and Congresswoman Jackie Speier, convened meetings to receive public input and develop regional consensus on recommendations to reduce aircraft noise caused by SFO flights and airspace, and procedural changes related to the Federal Aviation Administration's Next Generation Air Transportation System. Among the many recommendations that received unanimous approval by the former Committee was the need for a permanent venue to represent currently disenfranchised communities in addressing aircraft noise concerns including, but not limited to SFO. This recommendation stems from the fact that our mutual constituents in Santa Clara and Santa Cruz Counties, do not currently belong to a permanent aircraft noise mitigation entity such as the SFO Airport/Community Roundtable.

Recently, the SJC Airport Commission voted unanimously to recommend that the San José City Council approve the establishment of a roundtable forum at SJC to address the noise impacts of the Airport's South Flow operations. While we agree with the Commission that there is a significant demand for an aircraft noise mitigation entity to represent constituents in the South Bay, it is imperative that any potential body not be confined to SJC or SFO related issues and also include representation of all affected and currently unrepresented communities in Santa Clara and Santa Cruz Counties. Although the participation by elected officials in each affected city is essential, it is critical that the establishment of such a body should not be unilaterally implemented by one city, but instead be led collectively by the entire affected region.

We've enclosed a copy of the SFO Airport/Community Roundtable's Purpose and Bylaws which can serve as a model in the South Bay. We would like the Cities Association to collect input from your membership, provide suggestions from each of the cities within your jurisdiction, and to work with the County of Santa Cruz and the Directors of SJC and SFO to develop an intergovernmental partnership modeled after the SFO Airport/Community Roundtable and referred to as the South Bay Airport Roundtable. This body should serve as the permanent

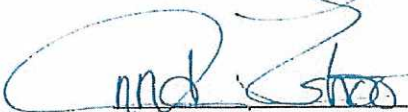


aircraft noise mitigation entity representing each city within each county, and with jurisdiction spanning aircraft noise issues including but not limited to those related to either SJC or SFO. We recommend that the FAA agree to provide technical assistance as needed, and that like the SFO Airport/Community Roundtable, SJC would be responsible for hosting and staffing meetings. To ensure equitable regional representation, each city and county should have the opportunity to appoint one Member and one Alternate who are local elected officials to serve on the body, elect their own leadership, and participate in helping to fund the effort just as the SFO Airport/Community Roundtable does. Once it is conceived, the newly formed South Bay Airport Roundtable could also work with the SFO Airport/Community Roundtable to establish a joint subcommittee to address complex overlapping issues related to the Midpeninsula.

We understand that developing solutions to aircraft noise issues is a complicated and sensitive endeavor that requires extensive engagement with constituents living in affected communities facing sometimes separate but ultimately interrelated issues. Because of this, any proposed changes to our complex airspace should not be the burden of one single city and can only be achieved fairly and effectively with a foundation of regional consensus. The establishment of a permanent South Bay entity is the fundamental prerequisite to ensuring that there is a platform to develop regional consensus upon and thereby ensure any current and future aircraft noise concerns of our mutual constituents can be adequately addressed.

We hope you will accept our request to adopt a leadership role in helping to meet this important regional need. Thank you in advance for your attention to our request and we look forward to your timely response and assistance.

Sincerely, *and gratefully,*



Anna G. Eshoo  
Member of Congress



Jimmy Panetta  
Member of Congress



Ro Khanna  
Member of Congress

cc: Members, Santa Clara County Board of Supervisors  
Members, Santa Cruz County Board of Supervisors  
The Honorable Liz Gibbons, Mayor, City of Campbell  
The Honorable Savita Vaidhyanathan, Mayor, City of Cupertino  
The Honorable Roland Velasco, Mayor, City of Gilroy  
The Honorable Mary Prochnow, Mayor, City of Los Altos  
The Honorable Gary Waldeck, Mayor, Town of Los Altos Hills  
The Honorable Marico Sayoc, Mayor, Town of Los Gatos  
The Honorable Rich Tran, Mayor, City of Milpitas  
The Honorable Marshall Anstandig, Mayor, City of Monte Sereno  
The Honorable Steve Tate, Mayor, City of Morgan Hill  
The Honorable Ken Rosenberg, Mayor, City of Mountain View  
The Honorable Gregory Scharff, Mayor, City of Palo Alto  
The Honorable Sam Liccardo, Mayor, City of San José  
The Honorable Lisa Gillmor, Mayor, City of Santa Clara  
The Honorable Emily Lo, Mayor, City of Saratoga  
The Honorable Glenn Hendricks, Mayor, City of Sunnyvale  
The Honorable Stephanie Harlan, Mayor, City of Capitola  
The Honorable Cynthia Chase, Mayor, City of Santa Cruz

The Honorable Randy Johnson, Mayor, City of Scotts Valley  
The Honorable Oscar Rios, Mayor, City of Watsonville  
The Honorable Elizabeth Lewis, Chair, San Francisco International Airport/Community  
Roundtable  
Mr. John Aitken, Interim Director of Aviation, Norman Y. Mineta San José International  
Airport  
Ms. Julie Riera Matsushima, Chair, Norman Y. Mineta San José International Airport  
Commission  
Mr. Ivar C. Satero, Director, San Francisco International Airport  
Mr. Dennis Roberts, Western Pacific Regional Administrator, Federal Aviation  
Administration  
Members and Alternates, Former Select Committee on South Bay Arrivals  
The Honorable Jackie Speier, Member of Congress  
The Honorable Zoe Lofgren, Member of Congress

Enclosure



## RESOLUTION NO. 2018-002

### A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITIES ASSOCIATION OF SANTA CLARA COUNTY TO FORM THE SANTA CLARA/SANTA CRUZ COMMUNITY ROUNDTABLE

**WHEREAS**, a critical need exists in Santa Clara and Santa Cruz Counties for a permanent venue to address aircraft noise concerns and it is essential to include all unrepresented cities in these counties.

**WHEREAS**, In July 2017, the Cities Association of Santa Clara County received a Congressional request by Representatives Eshoo, Khanna, Panetta to take a leadership role in developing an intergovernmental partnership between the cities and counties of Santa Clara and Santa Cruz Counties, Norman Y. Minéta San Jose International Airport (SJC), and San Francisco International Airport (SFO) that will serve as a permanent aircraft noise mitigation entity representing all affected communities in the South Bay and Santa Cruz County

**WHEREAS**, between May and November 2016, the Select Committee on South Bay Arrivals, a temporary committee of 12 local elected officials (Select Committee) appointed by Congresswoman Anna G. Eshoo, Congressman Sam Farr, and Congresswoman Jackie Speier, convened meetings to receive public input and develop regional consensus on recommendations to reduce aircraft noise caused by SFO flights and airspace, and procedural changes related to the Federal Aviation Administration's Next Generation Air Transportation System.

**WHEREAS**, among the many recommendations that received unanimous approval by the Select Committee was the need for a permanent venue to represent currently disenfranchised communities in addressing aircraft noise concerns including, but not limited to SFO. This recommendation stems from the fact that our mutual constituents in Santa Clara and Santa Cruz Counties, do not currently belong to a permanent aircraft noise mitigation entity such as the SFO Airport/Community Roundtable.

**WHEREAS**, on October 3, 2017, the San José City Council authorized the Ad Hoc Advisory Committee on South Flow Arrivals to explore possible solutions to address the noise impacts on residents when weather conditions over the airfield require the Airport to operate in a “south flow” configuration (when aircraft land from the north of the Airport instead of the usual landing from the south).

**WHEREAS**, both the Select Committee and the South Flow Ad Hoc Roundtable have disbanded, the Santa Clara/Santa Cruz Roundtable envisioned by the Cities Association would likely be viewed as an appropriate surrogate for this function in partnership with the SFO Roundtable, SFO and San Jose Minéta Airports.

**WHEREAS**, significant demand for an aircraft noise mitigation entity to represent constituents in the South Bay, it is imperative that any potential body not be confined to SJC or SFO related issues and also include representation of all affected and currently unrepresented communities in Santa Clara and Santa

Cruz Counties. While participation by elected officials in each affected city is essential, it is critical that the establishment of such a body should not be unilaterally implemented by one city, but instead be led collectively by the entire affected region.

**WHEREAS**, the [FAA's November 2017 Phase Two Report](#), the FAA reiterates it will not support solutions that result in shifting the problem of noise from one community to another. It also repeatedly identifies increased flying distance as an unacceptable outcome of many community-proposed solutions that conflict with the economic, environmental, and operational efficiency benefits gained from shorter flying distances.

**WHEREAS**, the FAA repeatedly points to the anticipated inevitability of increases in congestion as airports increase their number of flight operations. The report explicitly states it will not move forward on certain feasible recommendations “until issues of congestion, noise shifting and flying distance have been addressed with the airline stakeholders and the affected communities by the Select Committee and/or SFO Roundtable.”

**WHEREAS**, each jurisdiction is just one of over 100 municipalities in the Bay Area. The ability of any single community, whether 30,000 or 60,000, to influence the complex operations of a federal agency serving a region of 8 million people is limited.

**WHEREAS**, the impacts of airplane noise must be considered amid the competing interests of the flying public, airline industry priorities, airport operational requirements, broader economic and environmental impacts and, above all else, safety. The successful navigation of these public interest challenges requires effective collaboration.

**WHEREAS**, to ensure equitable regional representation, each city and county should have the opportunity to appoint one Member and one Alternate who are local elected officials to serve on the body, elect their own leadership, and participate in helping to fund the effort just as the SFO Airport/Community Roundtable does. Once it is conceived, the newly formed South Bay Airport Roundtable could also work with the SFO Airport/Community Roundtable to establish a joint subcommittee to address complex overlapping issues related to the Midpeninsula.

**WHEREAS**, the Cities Association of Santa Clara County is seeking each jurisdiction of Santa Clara County and Santa Cruz County to collaborate with neighboring jurisdictions through the formation of a community roundtables to most effectively address the community impacts of aircraft operations and work with the Federal Aviation Association (FAA).

**NOW, THEREFORE BE IT RESOLVED**, that the Board of Directors of the Cities Association of Santa Clara County does hereby support and will initiate formation of an intergovernmental partnership between the cities and counties of Santa Clara and Santa Cruz Counties, Norman Y. Minéta San Jose International Airport (SJC), San Francisco International Airport (SFO), and the FAA, that will serve as a permanent aircraft noise mitigation entity representing all affected communities in the Santa Clara and Santa Cruz Counties, and invite the jurisdictions, cities and counties within Santa Clara County and Santa Cruz County, to partner in the formation of the Santa Clara/Santa Cruz Roundtable.

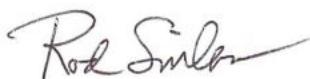
The above and foregoing resolution was passed and adopted at a regular meeting of the Cities Association of Santa Clara County Board of Directors Meeting held on the 14th day of June 2018 by the following vote:

**AYES:** Christina (Campbell), Sinks (Cupertino), Leroe-Muñoz (Gilroy), Pepper (Los Altos), Waldeck (Los Altos Hills), Sayoc (Los Gatos), Grilli (Milpitas), Craig (Monte Sereno), Tate (Morgan Hill), Showalter (Mountain View), Davis (Santa Clara), Cappello (Saratoga), Klein (Sunnyvale)

**NOES:** Jones (San José)

**ABSENT:** none

**ABSTAIN:** none



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Rod Sinks, President

ATTEST:



DATE: June 14, 2018

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Andi Jordan, Executive Director



# SANTA CLARA/SANTA CRUZ COUNTIES AIRPORT/COMMUNITY ROUNDTABLE PURPOSE & BYLAWS

ESTABLISHED & APPROVED (INSERT DATE)

To address community noise concerns and make recommendations to the Regional  
Airports and FAA on noise related issues.

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# Santa Clara/Santa Cruz Counties Airport/Community Roundtable Purpose & Bylaws

## MISSION

Mission Statement: To Address Community noise concerns and make recommendations to the Regional Airports and FAA on noise related issues.

## PURPOSE

The Santa Clara/Santa Cruz Counties Airport/Community Roundtable was established in 2018 to address community concerns related to noise from aircraft operating to and from, and not limited to San Francisco International Airport (SFO) and San Jose International Airport. This voluntary committee of local elected and appointed officials provides a forum for public officials, airport management, FAA staff, and airline representatives to address issues regarding aircraft noise, with public input. The Roundtable monitors a performance-based aircraft noise mitigation program, as implemented by airport staff, considers community concerns regarding relevant aircraft noise issues, and attempts to achieve additional noise mitigation through a cooperative sharing of authority brought forth by the airline industry, the FAA, airport management, and local elected officials.

## BYLAWS

### Article I. Organization Name

The name of the independent public body established by a 2018 Memorandum of Understanding (MOU), (as amended) to carry out the purpose stated above, is the “Santa Clara/Santa Cruz Counties /Community Roundtable” and may be commonly referred to as the “Roundtable.”

### Article II. Current Roundtable Memorandum of Understanding (MOU)

The purpose and objectives of the Roundtable are stated in an adopted document entitled, “Memorandum of Understanding (MOU) Providing for the Continuing Operation of the Santa Clara/Santa Cruz Counties/Community Roundtable,” as amended. The MOU is the Roundtable creation document and provides the foundation for its focus and activities.

### Article III. Membership/Representation

1. Any City/County in Santa Clara or Santa Cruz County is eligible to be a member of the Roundtable. The following Cities and Counties are founding members of Roundtable:

City of Campbell  
City of Capitola  
City of Cupertino  
City of Gilroy  
City of Los Altos  
City of Los Altos Hills  
City of Los Gatos  
City of Milpitas  
City of Monte Sereno  
City of Morgan Hill  
City of Mountain View  
City of Palo Alto  
City of San Jose  
City of Santa Clara  
City of Santa Cruz  
City of Saratoga  
City of Scotts Valley  
City of Sunnyvale  
City of Watsonville  
County of Santa Clara  
County of Santa Cruz

2. Roundtable Representatives and their Alternates are voting members who serve on the Roundtable and are designated by each of the members listed in Article III. above.
3. The City and County representatives shall be elected officials from the Cities and Counties. Each City and County representative shall also have one Alternative which is also an elected official. The following agencies may also have a non-voting representative and an alternate to the roundtable who shall not be an elected official:
  - Minéta San Jose International Airport
  - San Francisco International Airport
  - Other organizations as determined
4. Roundtable Advisory Members are non-voting members that provide technical expertise and information to the Roundtable and may consist of representatives from the following:

- Knowledgeable airline representatives operating at San Francisco International Airport & Minéta San Jose International Airport,
  - Federal Aviation Administration (FAA) Staff
  - Other organizations as determined by the Roundtable
5. All Representatives and Alternates who serve on the Roundtable shall serve at the pleasure of their parent bodies.
  6. All appointed and elected officials who serve on the Roundtable can be removed/replaced from the Roundtable at any time by their parent bodies. However, the Roundtable encourages and recommends at least two years of service for Representatives and Alternates who serve on the Roundtable.
  7. The Alternates of all Roundtable member agency/bodies shall represent their parent body at all Roundtable meetings when the designated Representative is absent.
  8. If both the Representative and his/her Alternate will be absent for a Roundtable meeting, the Chair/Mayor of the member agency/body may designate a voting representative of that agency/body as a substitute for that meeting only and shall notify the Roundtable of that designation, preferably in writing, at least two days before the meeting.
  9. Any city or town in Santa Clara County or Santa Cruz County that is not a member of the Roundtable may request membership on the Roundtable in accordance with the membership procedure contained in the most current version of the MOU.
  10. Any member may withdraw from the Roundtable by filing a written notice of Intent to Withdraw from the Roundtable with the Roundtable Chairperson at least thirty (30) days in advance of the effective date of the withdrawal.
  11. No Representative or Alternate shall receive compensation or reimbursement from the Roundtable for expenses incurred for attending any Roundtable meeting or other Roundtable functions.
  12. A former member that has withdrawn its Roundtable membership must follow the same process that a new city or town in Santa Clara County or Santa Cruz County must follow to request membership in the Roundtable as described in Article III. Section 9 above.

#### Article IV. Officers/Elections

1. The officers of the Roundtable shall consist of a Chairperson and a Vice-Chairperson.

2. The Chairperson and Vice-Chairperson shall be elected by a majority of the members present at the February Meeting or the first Regular Meeting held thereafter. The term of the Chairperson and Vice-Chairperson shall not exceed twelve (12) months from the date of the election.
3. Nominations for officers of the Roundtable shall be made from the floor.
4. The Chairperson shall preside at all Regular and Special Roundtable Meetings and may call Special Meetings when necessary.
5. The Vice-Chairperson shall perform the duties of the Chairperson in the absence of the Chairperson.
6. A special election shall be called if the Chairperson and/or Vice-Chairperson are unable to serve a full term of office.
7. The Chairperson or Vice-Chairperson may be removed from office at any time by a majority vote of the members.

#### Article V. Staff Support

1. Roundtable staff support shall be directed by the Cities Association of Santa Clara County may include staff and consultants.
2. The duties of the Roundtable Staff and consultants provided by the Cities Association of Santa Clara County shall be specified and approved as part of the Roundtable's annual budget process.

#### Article VI. Meetings

1. The Roundtable membership shall establish, by adopted resolution, the date, time and place for regular Roundtable meetings. Such resolution shall be adopted at the first regular meeting.
2. A majority of all voting members of the Roundtable must be present to constitute a quorum for holding a Regular or Special Roundtable Meeting.
3. If a quorum is not present at a Regular or Special Roundtable Meeting as determined by the roll call, the Chairperson may decide to:
  - a. terminate the proceedings by declaring a quorum has not been achieved and therefore an official meeting cannot be convened, or

- b. delay the start of the official meeting as a means to achieve a quorum, if possible, and
  - c. if the Chairperson chooses to delay the meeting, the Chair may ask for a consensus from the Representatives/Alternates present to hear the informational items only as noted on the meeting agenda.
- 4. All agendas and meeting notices for each Regular Meeting, Special Meeting, and certain Subcommittee Meetings, as defined in Article VII, shall be posted, as prescribed by law (Brown Act, California Government Code Section 5490 et seq.).
- 5. Each Roundtable Meeting Agenda packet shall be posted on the Roundtable Web site as soon as possible before a meeting.

#### Article VII. Subcommittees

- 1. Subcommittees shall either be a Standing Subcommittee or an Ad Hoc Subcommittee which may be created, as needed, to address specific issues. The number of members appointed to a subcommittee of the Roundtable shall consist of less than a quorum of its total membership (see Article VI. Section 2, re: quorum).
- 2. Creation of a Standing Subcommittee or an Ad Hoc Subcommittee may be created by a majority vote of the Representative/Alternates present at a Regular Meeting. Any Member may propose the formation of a subcommittee.
- 3. Standing Subcommittee or Ad Hoc Subcommittee membership and number of meetings shall be based on the following:
  - a. The Chairperson, at his or her discretion, may appoint any Roundtable Representative or Alternate to serve on a Standing Subcommittee or on an Ad Hoc Subcommittee.
  - b. The Roundtable Chairperson and Vice-Chairperson may serve on a Subcommittee or appoint a current member of the Roundtable to serve as the Subcommittee Chairperson. The Roundtable Chairperson shall serve or appoint a Chair of the Subcommittee, and the Subcommittee shall elect the Vice-Chair. When the Chair of the Subcommittee cannot attend a Subcommittee meeting, the Subcommittee Vice- Chair may serve as the Chair for that meeting.
  - c. Each Subcommittee shall meet as many times as necessary to study the issues identified by the Roundtable as a whole and develop and submit final recommendations regarding such issues to the full Roundtable for review/action.

- d. After the date on which the Roundtable has heard and taken action on an Ad Hoc Subcommittee's final recommendation(s), the Ad Hoc Subcommittee shall cease to exist, unless the Roundtable determines that the Subcommittee must reconvene for the purposes described in this paragraph.

In its action on the Ad Hoc Subcommittee recommendation(s), the Roundtable may direct the Subcommittee to reconvene, as necessary to review, refine, and/or revise all or a portion of its recommendation(s). If such action occurs, the Ad Hoc Subcommittee shall be charged with preparing and submitting a subsequent recommendation(s) to the full Roundtable for review/action. After the date on which the Roundtable has received the subsequent Ad Hoc Subcommittee recommendation(s), the Subcommittee shall cease to exist.

4. The duties of a chairperson of a Roundtable Subcommittee may include, but are not limited to, presiding over Subcommittee meetings and submitting recommendations to the full Roundtable, regarding the topics/issues addressed by the Subcommittee.

#### Article VIII. Funding/Budget

1. The Roundtable shall be funded by its voting member agencies. Attached to the bylaws is the initial Funding allocation for each City and County. The Cities Association of Santa Clara County shall establish a Roundtable Fund that contains the funds from the member agencies and shall be the keeper of the Roundtable Fund. All Roundtable expenses shall be paid from the Roundtable Fund.
2. The amount of the annual funding for each member shall be based on the approved per capita formula and may be increased or decreased on a percentage basis at a Regular or Special Meeting by a majority vote of those members present at that meeting.
3. The Roundtable fiscal year shall be from July 1st to June 30th.
4. Roundtable Staff, in consultation with the Roundtable Chairperson, will recommend an annual funding amount for the Roundtable at least 60 days prior to the anticipated date of adoption of the annual Roundtable Budget and inform each member of their anticipated increase or decrease in funding amount.
5. The Roundtable shall adopt an annual budget at a Regular Meeting or at a Special Meeting to be held between February - April of each calendar year. The budget must be approved by a majority of the Representatives/Alternates who are present at that meeting.
6. The adopted Roundtable Budget may be amended at any time during the fiscal year, as needed. Such action shall occur at a Regular Roundtable Meeting and be approved by a majority of the Roundtable Representatives present at that meeting.



7. If a member withdraws from the Roundtable, per the provisions of Article III. Section 9, the remainder of that member's annual Roundtable funding contribution shall be forfeited, since the annual Roundtable Budget and Work Program are based on revenue provided by all Roundtable members.

#### Article IX. Conduct of Business/Voting

1. All Roundtable Regular Meetings and Special Meetings shall be conducted per the relevant provisions in the Brown Act, California Government Code Section 54950 et seq.
2. All Roundtable Standing Subcommittees, as identified in Article VII., are considered legislative bodies, per Government Code Section 54952 (b) (Brown Act) and therefore, the conduct of Standing Subcommittee meetings shall be guided by the relevant provisions of the Brown Act, Government Code Section 54950 et seq.
3. Ad Hoc Subcommittees are not legislative bodies, as defined by law, and therefore the conduct of those Subcommittee meetings are not subject to the relevant provisions of the Brown Act, Government Code Section 54950 et seq.
4. All action items listed on the Meeting Agenda shall be acted on by a motion and a second, followed by discussion/comments from Roundtable Representatives and the public, in accordance with Robert's Rules of Order. Approval of an action item shall require a majority of the membership.
5. Each City and County represented on the Roundtable shall have one vote on all voting matters that come before the Roundtable.
6. To ensure efficient communications and the appropriate use of Roundtable Staff and Airport Noise Abatement Office Staff resources outside of noticed Roundtable meetings, other than those requests deemed to be minor by the Chairperson, Roundtable Members shall submit all requests for assistance/information/analysis to the Chairperson. The Chairperson will determine the appropriate course of action to respond to the request and shall, if necessary, forward the request to Roundtable and/or Airport staff for action. The Chairperson shall inform the Roundtable Member of the disposition of the request in a timely manner. For requests that are outside of the Roundtable's purview or approved Work Program, the Chairperson shall notify the Member that the request cannot be fulfilled at that time. The Vice Chairperson shall have similar authority in the Chairperson's absence.

#### Article X. Amendments/Effective Date

1. The Bylaws shall be adopted at a Regular or Special Roundtable Meeting by a majority of the Roundtable Representatives/Alternates present at that meeting.

- 2. The adopted Bylaws may be amended at any Roundtable Regular or Special Meeting by a majority of the Roundtable Representatives/Alternates present at that meeting.
- 3. The effective date of these Bylaws and any future amended Bylaws shall be the first day after the Roundtable action to (1) adopt these Bylaws and (2) adopt all subsequent amendments to the Bylaws.

\_\_\_\_\_  
Roundtable Chairperson  
City/County of

\_\_\_\_\_  
Date

\_\_\_\_\_  
Roundtable Vice-Chairperson  
City/County of

\_\_\_\_\_  
Date

## Santa Clara/Santa Cruz Community Roundtable Funding Scenerio

City Name	Population	.5/.1	Target Budget
San Jose	1,046,079	\$ 104,607.90	\$ 37,504.95
Campbell	42,854	\$ 21,427.00	\$ 7,682.20
Cupertino	59,796	\$ 29,898.00	\$ 10,719.29
Gilroy	55,170	\$ 27,585.00	\$ 9,890.02
Milpitas	77,604	\$ 38,802.00	\$ 13,911.64
Morgan Hill	43,645	\$ 21,822.50	\$ 7,824.00
Mountain View	77,925	\$ 38,962.50	\$ 13,969.18
Palo Alto	66,932	\$ 33,466.00	\$ 11,998.53
Santa Clara	123,983	\$ 61,991.50	\$ 22,225.74
Saratoga	30,799	\$ 15,399.50	\$ 5,521.16
Sunnyvale	149,831	\$ 74,915.50	\$ 26,859.37
Unincorporated Santa Clara county	102,000	\$ 51,000.00	\$ 18,284.97
Santa Cruz	64,465	\$ 32,232.50	\$ 11,556.28
Watsonville	53,796	\$ 26,898.00	\$ 9,643.71
Los Altos	31,402	\$ 15,701.00	\$ 5,629.26
Los Gatos	30,505	\$ 15,252.50	\$ 5,468.46
Unincorporated Santa Cruz County	140,000	\$ 70,000.00	\$ 25,097.02
Los Altos Hills	8,658	\$ 4,329.00	\$ 1,552.07
Monte Sereno	3,900	\$ 1,950.00	\$ 699.13
Capitola	10,180	\$ 5,090.00	\$ 1,824.91
Scotts Valley	11,928	\$ 5,964.00	\$ 2,138.27
		\$ 697,294.40	\$ 250,000.00

	per capita fee structure	
Santa Clara, Sunnyvale, Santa Cruz, Watsonville	Large City	\$ 0.50
Cupertino, Gilroy, Milpitas, Mountain View, Palo Alto	Medium City	\$ 0.50
Campbell, Los Altos, Los Gatos, Morgan Hill, Saratoga, Scotts Valley, Capitola	Small City	\$ 0.50
San José	XL City	\$ 0.10
Santa Clara County, Santa Cruz County (unincorporated)	County	\$ 0.50

## SANTA CLARA/SANTA CRUZ COUNTIES COMMUNITY ROUNDTABLE FAQ

### WHAT IS A ROUNDTABLE?

Roundtables function as a clearinghouse of sorts where varying interests, local through national, can be heard with the decision maker, the FAA, at the table. Per the FAA, Roundtables or advisory committees may be established by the FAA or formed by a local or state government, airport authority, or other body. Advisory committees and roundtables can bring structure to discussions of specific challenges or issues and provide a more neutral forum that can enhance the credibility and transparency of FAA's activities.

### WHY IS THE CITIES ASSOCIATION OF SANTA CLARA COUNTY INVOLVED?

In July 2017, the Cities Association of Santa Clara County (CASCC) received a Congressional request by Representatives Eshoo, Khanna, Panetta to take a leadership role in forming a South Bay/South Peninsula Roundtable for Santa Clara and Santa Cruz Counties which was a recommendation from the Select Committee's work on SFO arrivals. The Board of the CASCC created an Ad Hoc Committee to consider how a new, permanent roundtable may function and operate by considering bylaws, memorandum of understandings, resolutions, and budget. CASCC Board of Directors will act on any recommendations before other jurisdictions are invited to attend.

### WHY NOT JOIN THE SFO ROUNDTABLE?

SFO Roundtable is unwilling to expand their Roundtable to include members of Santa Clara and Santa Cruz Counties. Additionally, not all of the aircraft noise issues for Santa Clara and Santa Cruz Counties are related to SFO.

### WHY IS THE ESTABLISHMENT OF A ROUNDTABLE IMPORTANT?

While the Select Committee and the South Flow Ad Hoc Committee have disbanded, the South Bay Roundtable envisioned by the Cities Association would likely be viewed as an appropriate surrogate for this function in partnership with the SFO Roundtable and Minéta San José Airport.

### EFFECTIVE COLLABORATION IS NEEDED TO WORK WITH THE FAA

Each jurisdiction in Santa Clara County and Santa Cruz County is just one of over 100 municipalities in the Bay Area. The ability of any single community, to influence the complex operations of a federal agency serving a region of 8 million people is limited. In addition, the impacts of airplane noise must be considered amid the competing interests of the flying public, airline industry priorities, airport operational requirements, broader economic and environmental impacts and, above all else, safety. The successful navigation of these public interest challenges requires effective collaboration.

### CITIES ASSOCIATION AD HOC COMMITTEE RECOMMENDATIONS

The CASCC Ad Hoc Committee is seeking each jurisdiction of Santa Clara County and Santa Cruz County to collaborate with neighboring jurisdictions through the formation of a community roundtable to most effectively address the community impacts of aircraft operations.

### WHAT DOES THE FAA SAY ABOUT LOCAL GOVERNMENTS FORMING A ROUNDTABLE?

The FAA welcomes community groups initiated by local communities or governments. And believe they may serve different functions, for example, they can provide views and advice on alternatives/issues; build consensus on controversial issues; coordinate with technical groups; review/monitor agency activities; provide independent, credible feedback; and/or build a constituency around a specific need or requirement.

## SANTA CLARA/SANTA CRUZ COUNTIES COMMUNITY ROUNDTABLE FAQ

### WILL THE FAA PARTICIPATE?

The FAA has stated they will participate if the region forms a roundtable.

### WHAT IS THE CITIES ASSOCIATION'S AD HOC COMMITTEE'S PROPOSAL?

- Mission Statement: To Address Community noise concerns and make recommendations to the Regional Airports and FAA on noise related issues.
- MOU to form organization
- Organization is similar to SFO Roundtable
- Self-fund from member jurisdictions
- Work with both SFO & San Jose Airports
- SFO Airport and Roundtable willing to collaborate
- Hire consultant or to run the organization
- Initial staff support to be supported by Cities Association of Santa Clara County
- Each member jurisdiction receives 1 vote
- Changes to bylaws require majority of members
- Non-voting members include airport, FAA, pilots' organization
- Any member may withdraw at any time with notice of intent, but forfeit their dues
- Serves as a forum for public

### WHY IS THE RECOMMENDATION TO SELF-FUND THE ROUNDTABLE?

The CASCC believes there is a critical need for the formation of the Roundtable and the complexity of the metro-plex further complicates bringing all of the players to the table. By evidence, none of the airports are willingly coming forward to help with the formation. CASCC believes that formation and self-funding is just a step in the process of bringing the players to the table. The budget will be reviewed annually, and the roundtable will be able to reevaluate revenue. It is also necessary to fund the Roundtable to hire staff to professionally support the group.

### WHAT IS THE BUDGET?

The Roundtable Budget is based on SFO Roundtable budget with a part-time planner/manager of the roundtable, and various consultants. After year 1, the Roundtable will re-evaluate and establish its own annual budget.

### HOW WAS THE FUNDING FORMULA CREATED?

The funding formula that was originally created was similar to the Cities Association dues structure, dues in categories of city size. An elected official in Santa Cruz County proposed a dues structure based on per capita formula which is the basis for the current formula. Note: current funding allocation is a best estimate if all 21 jurisdictions participate. The table will be adjusted accordingly if not all of the jurisdictions choose to participate.

# MEMORANDUM OF UNDERSTANDING

PROVIDING FOR THE CONTINUING OPERATION OF THE SANTA  
CLARA/SANTA CRUZ COUNTIES AIRPORT/COMMUNITY ROUNDTABLE

# MEMORANDUM OF UNDERSTANDING (MOU)

## PROVIDING FOR THE CONTINUING OPERATION OF THE SANTA CLARA/SANTA CRUZ COUNTIES AIRPORT/COMMUNITY ROUNDTABLE

### Preamble

A critical need exists in Santa Clara and Santa Cruz Counties for a permanent venue to address aircraft noise concerns and it is essential to include all unrepresented cities in these counties.

In July 2017, the Cities Association of Santa Clara County received a Congressional request by Representatives Eshoo, Khanna, Panetta to take a leadership role in developing an intergovernmental partnership between the cities and counties of Santa Clara and Santa Cruz Counties, Norman Y. Minéta San Jose International Airport (SJC), and San Francisco International Airport (SFO) that will serve as a permanent aircraft noise mitigation entity representing all affected communities in the South Bay and Santa Cruz County

Between May and November 2016, the Select Committee on South Bay Arrivals, a temporary committee of 12 local elected officials (Select Committee) appointed by Congresswoman Anna G. Eshoo, Congressman Sam Farr, and Congresswoman Jackie Speier, convened meetings to receive public input and develop regional consensus on recommendations to reduce aircraft noise caused by SFO flights and airspace, and procedural changes related to the Federal Aviation Administration's Next Generation Air Transportation System.

Among the many recommendations that received unanimous approval by the Select Committee was the need for a permanent venue to represent currently disenfranchised communities in addressing aircraft noise concerns including, but not limited to SFO. This recommendation stems from the fact that our mutual constituents in Santa Clara and Santa Cruz Counties, do not currently belong to a permanent aircraft noise mitigation entity such as the SFO Airport/Community Roundtable.

On October 3, 2017, the San José City Council authorized the Ad Hoc Advisory Committee on South Flow Arrivals to explore possible solutions to address the noise impacts on residents when weather conditions over the airfield require the Airport to operate in a “south flow” configuration (when aircraft land from the north of the Airport instead of the usual landing from the south).

Both the Select Committee and the South Flow Ad Hoc Roundtable have disbanded, the Santa Clara/Santa Cruz Roundtable envisioned by the Cities Association would likely be viewed as an appropriate surrogate for this function in partnership with the SFO Roundtable, SFO and San Jose Minéta Airports.

A significant demand exists for an aircraft noise mitigation entity to represent constituents in the South Bay, it is imperative that any potential body not be confined to SJC or SFO related issues and also include representation of all affected and currently unrepresented

communities in Santa Clara and Santa Cruz Counties. While participation by elected officials in each affected city is essential, it is critical that the establishment of such a body should not be unilaterally implemented by one city, but instead be led collectively by the entire affected region.

The [FAA's November 2017 Phase Two Report](#), the FAA reiterates it will not support solutions that result in shifting the problem of noise from one community to another. It also repeatedly identifies increased flying distance as an unacceptable outcome of many community-proposed solutions that conflict with the economic, environmental, and operational efficiency benefits gained from shorter flying distances.

The FAA repeatedly points to the anticipated inevitability of increases in congestion as airports increase their number of flight operations. The report explicitly states it will not move forward on certain feasible recommendations “until issues of congestion, noise shifting and flying distance have been addressed with the airline stakeholders and the affected communities by the Select Committee and/or SFO Roundtable.”

Each jurisdiction is just one of over 100 municipalities in the Bay Area. The ability of any single community, whether 30,000 or 60,000, to influence the complex operations of a federal agency serving a region of 8 million people is limited.

The impacts of airplane noise must be considered amid the competing interests of the flying public, airline industry priorities, airport operational requirements, broader economic and environmental impacts and, above all else, safety. The successful navigation of these public interest challenges requires effective collaboration.

To ensure equitable regional representation, each city and county should have the opportunity to appoint one Member and one Alternate who are local elected officials to serve on the body, elect their own leadership, and participate in helping to fund the effort just as the SFO Airport/Community Roundtable does. Once it is conceived, the newly formed South Bay Airport Roundtable could also work with the SFO Airport/Community Roundtable to establish a joint subcommittee to address complex overlapping issues.

The Cities Association of Santa Clara County is seeking each jurisdiction of Santa Clara County and Santa Cruz County to collaborate with neighboring jurisdictions through the formation of a community roundtable to most effectively address the community impacts of aircraft operations and work with the Federal Aviation Association (FAA).

The Board of Directors of the Cities Association of Santa Clara County supports and will initiate formation of an intergovernmental partnership between the cities and counties of Santa Clara and Santa Cruz Counties, Norman Y. Minéta San Jose International Airport (SJC), San Francisco International Airport (SFO), and the FAA, that will serve as a permanent aircraft noise mitigation entity representing all affected communities in the Santa Clara and Santa Cruz Counties, and invite the jurisdictions, cities and counties within Santa Clara County and Santa Cruz County, to partner in the formation of the Santa Clara/Santa Cruz Roundtable.



## ARTICLE I: Statement of Purpose and Objectives

### Purpose

The overall purpose of the Santa Clara/Santa Cruz Counties Community Roundtable (Roundtable) is to continue to foster and enhance this cooperative relationship to develop, evaluate, and implement reasonable and feasible policies, procedures, and mitigation actions that will further reduce the impacts of aircraft noise in neighborhoods and communities in Santa Clara and Santa Cruz Counties.

### Objectives

**Objective 1:** Continue to organize, administer, and operate the Roundtable as a public forum for discussion, study, analysis, and evaluation of policies, procedures and mitigation actions that will minimize aircraft noise impacts to help improve the quality of life of residents in Santa Clara and Santa Cruz Counties.

**Objective 2:** Provide a framework of understanding as to the history and operation of the Roundtable.

**Objective 3:** Maintain the Roundtable as a focal point of information and discussion between local, state, and federal legislators and policy makers, as it applies to noise impacts from airport/aircraft operations in local communities.

**Objective 4:** Develop and implement an annual Roundtable Work Program to analyze and evaluate the impacts of aircraft noise in affected communities and to make recommendations to appropriate agencies, regarding implementation of effective noise mitigation actions.

**Objective 5:** Maintain communication and cooperation between Airport management and local governments, regarding: (1) local agency land use and zoning decisions within noise-sensitive and/or overflight areas, while recognizing local government autonomy to make those decisions and (2) decisions/actions that affect current and future on-airport development, while recognizing the Airport's autonomy to make those decisions.

## ARTICLE II: Agreement

Signatory agencies/bodies to this Memorandum of Understanding (MOU) agree as follows:

Accept the operation of the Roundtable as described in the "Statement of Purpose and Objectives," as stated in Article I.

Work cooperatively to reduce noise and environmental impacts, from aircraft operations at, but not limited to, SFO and SJC, in affected neighborhoods and communities.

Provide the necessary means (i.e., funding, staff support, supplies, etc.) to enable the Roundtable to achieve a reduction and mitigation of aircraft noise impacts, as addressed in this agreement.

Represent and inform the respective constituencies of the Roundtable members of the Roundtable's activities and actions to reduce aircraft impacts, as addressed in this agreement. Initial funding will be shared by jurisdictions, and thereafter it is expected the airport will contribute.

The Roundtable shall establish a budget for each fiscal year. Each Roundtable voting member jurisdiction shall contribute to the budget based on a per capita formula as follows: the population of each jurisdiction (most recent available census numbers) times the following per capita fee structure:

Per Capita Fee Structure	
Large City	\$ 0.50
Small City	\$ 0.50
Medium City	\$ 0.50
XL City	\$ 0.10
County	\$ 0.50

### ARTICLE III: Roundtable Membership

Voting membership – The Roundtable voting membership consists of one designated Representative and one designated Alternate from the following agencies/bodies:

City of Campbell  
City of Capitola  
City of Cupertino  
City of Gilroy  
City of Los Altos  
Town of Los Altos Hills  
Town of Los Gatos  
City of Milpitas  
City of Monte Sereno  
City of Morgan Hill  
City of Mountain View  
City of Palo Alto  
City of San Jose  
City of Santa Clara  
City of Santa Cruz  
City of Saratoga  
City of Scotts Valley  
City of Sunnyvale  
City of Watsonville  
County of Santa Clara  
County of Santa Cruz

### ARTICLE III: Roundtable Membership - continued

**Non-Voting Membership** - Roundtable non-voting membership shall consist of Advisory Members who represent the following:

- Relevant subject matter experts from airlines operating at SFO or SJC
- Federal Aviation Administration (FAA) staff
- Other representatives as deemed necessary

**Additional Voting Membership** - Other incorporated towns and/or cities located within Santa Clara or Santa Cruz Counties may request voting membership on the Roundtable by adopting a resolution:

- Authorizing two members of the city/town council (a Representative and Alternate) to represent the city/town on the Roundtable.
- Agreeing to comply with this Memorandum of Understanding (MOU) and all related amendments and any bylaws approved in accordance with this MOU.
- Agreeing to contribute annual funding to the Roundtable in the same amount as current city/town members contribute, at the time of the membership request, or such annual funding as approved by the Roundtable for new members.

**Withdrawal of a Voting Member** - Any voting member may withdraw from the Roundtable by filing a written Notice of Intent to Withdraw from the Roundtable, with the Roundtable Chairperson, at least thirty (30) days in advance of the effective date of the withdrawal.

#### **ARTICLE IV: Roundtable Operations and Support**

Roundtable operations shall be guided by a set of comprehensive bylaws that govern the operation, administration, funding, and management of the Roundtable and its activities.

Initial Roundtable staff support shall be provided by the Cities Association of Santa Clara County. The Roundtable is expected to hire additional technical staff support as needed.

#### **ARTICLE V: Amending This Memorandum of Understanding (MOU)**

This Memorandum of Understanding (MOU) may be amended as follows:

Step 1: Roundtable consideration of a proposed MOU amendment

Any voting member of the Roundtable may propose an amendment to this MOU. The proposal shall be made at a Roundtable Regular Meeting. Once proposed and seconded by another voting member, at least two-thirds of the voting membership must approve the proposed amendment. If the proposed amendment receives at least the necessary two-thirds votes for approval, the amendment shall then be forwarded to the respective councils/boards of the Roundtable membership agencies/bodies for consideration/action.

Step 2: Roundtable member agency/body consideration of a proposed MOU amendment

The proposed MOU amendment must be approved by at least two-thirds of the respective councils/boards of the Roundtable member agencies/bodies by a majority vote of each of those bodies. If at least two-thirds of the member agencies/bodies approve the proposed amendment, the amendment becomes effective. If less than two-thirds of the member agencies/bodies approve the proposed MOU amendment, the proposal fails.

This MOU may not be amended more than once in a calendar year.

ARTICLE VI: Status of Prior Memorandums of Understanding (MOU) and Related Amendments

Adoption of this Memorandum of Understanding (MOU) shall supersede and replace all prior MOU agreements and related amendments.

ARTICLE VII: Memorandum of Understanding (MOU) Adoption and Effective Date

This Memorandum of Understanding (MOU) shall be deemed adopted and effective upon adoption by at least two thirds of the jurisdictions listed in Article III.

The effective date of this Memorandum of Understanding (MOU) shall be the date of approval by at least two-thirds of the member agencies/bodies.

ARTICLE VIII: Memorandum of Understanding (MOU) Adoption and Effective Date

This MOU shall remain in effect so long as all of the voting following membership conditions are met:

This Memorandum of Understanding (MOU) and any subsequent amendments to this document shall remain in effect indefinitely,

1. as long as the membership conditions of Item No. 3 of this Article are met,
2. until it is replaced or superseded by another Memorandum of Understanding (MOU), or
3. until the Roundtable is disbanded.

\_\_\_\_\_  
City/County Representative

\_\_\_\_\_  
Jurisdiction

\_\_\_\_\_  
Date

\_\_\_\_\_  
President, Cities Association of Santa Clara County

\_\_\_\_\_  
Date



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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF SUNNYVALE TO JOIN THE SANTA CLARA/ SANTA  
CRUZ COUNTIES AIRPORT COMMUNITY ROUNDTABLE**

WHEREAS, a critical need exists in Santa Clara and Santa Cruz Counties for a permanent venue to address aircraft noise concerns and it is essential to include all unrepresented cities in these counties; and

WHEREAS, in July 2017, the Cities Association of Santa Clara County received a Congressional request by Representatives Eshoo, Khanna, Panetta to take a leadership role in developing an intergovernmental partnership between the cities and counties of Santa Clara and Santa Cruz Counties, Norman Y. Minéta San Jose International Airport (SJC), and San Francisco International Airport (SFO) that will serve as a permanent aircraft noise mitigation entity representing all affected communities in the South Bay and Santa Cruz County; and

WHEREAS, between May and November 2016, the Select Committee on South Bay Arrivals, a temporary committee of 12 local elected officials (Select Committee) appointed by Congresswoman Anna G. Eshoo, Congressman Sam Farr, and Congresswoman Jackie Speier, convened meetings to receive public input and develop regional consensus on recommendations to reduce aircraft noise caused by SFO flights and airspace, and procedural changes related to the Federal Aviation Administration's Next Generation Air Transportation System; and

WHEREAS, among the many recommendations that received unanimous approval by the Select Committee was the need for a permanent venue to represent currently disenfranchised communities in addressing aircraft noise concerns including, but not limited to SFO. This recommendation stems from the fact that our mutual constituents in Santa Clara and Santa Cruz Counties, do not currently belong to a permanent aircraft noise mitigation entity such as the SFO Airport/Community Roundtable; and

WHEREAS, on October 3, 2017, the San José City Council authorized the Ad Hoc Advisory Committee on South Flow Arrivals to explore possible solutions to address the noise impacts on residents when weather conditions over the airfield require the Airport to operate in a "south flow" configuration (when aircraft land from the north of the Airport instead of the usual landing from the south); and

WHEREAS, both the Select Committee and the South Flow Ad Hoc Roundtable have disbanded, the Santa Clara/Santa Cruz Roundtable envisioned by the Cities Association would likely be viewed as an appropriate surrogate for this function in partnership with the SFO Roundtable, SFO and San Jose Minéta Airports; and

WHEREAS, significant demand for an aircraft noise mitigation entity to represent constituents in the South Bay, it is imperative that any potential body not be confined to SJC or SFO related issues and also include representation of all affected and currently unrepresented communities in Santa Clara and Santa Cruz Counties. While participation by elected officials in each affected city is essential, it is critical that the establishment of such a body should not be unilaterally implemented by one city, but instead be led collectively by the entire affected region; and

WHEREAS, in the FAA's November 2017 Phase Two Report, the FAA reiterates it will not support solutions that result in shifting the problem of noise from one community to another. It also repeatedly identifies increased flying distance as an unacceptable outcome of many community-proposed solutions that conflict with the economic, environmental, and operational efficiency benefits gained from shorter flying distances; and

WHEREAS, the FAA repeatedly points to the anticipated inevitability of increases in congestion as airports increase their number of flight operations. The report explicitly states it will not move forward on certain feasible recommendations "until issues of congestion, noise shifting and flying distance have been addressed with the airline stakeholders and the affected communities by the Select Committee and/or SFO Roundtable"; and

WHEREAS, each jurisdiction is just one of over 100 municipalities in the Bay Area. The ability of any single community, whether 30,000 or 60,000, to influence the complex operations of a federal agency serving a region of 8 million people is limited; and

WHEREAS, the impacts of airplane noise must be considered amid the competing interests of the flying public, airline industry priorities, airport operational requirements, broader economic and environmental impacts and, above all else, safety. The successful navigation of these public interest challenges requires effective collaboration; and

WHEREAS, to ensure equitable regional representation, each city and county should have the opportunity to appoint one Member and one Alternate who are local elected officials to serve on the body, elect their own leadership, and participate in helping to fund the effort just as the SFO Airport/Community Roundtable does. Once it is conceived, the newly formed South Bay Airport Roundtable could also work with the SFO Airport/Community Roundtable to establish a joint subcommittee to address complex overlapping issues related to the Midpeninsula; and

WHEREAS, the Cities Association of Santa Clara County is seeking each jurisdiction of Santa Clara County and Santa Cruz County to collaborate with neighboring jurisdictions through the formation of a community roundtables to most effectively address the community impacts of aircraft operations and work with the Federal Aviation Association (FAA).

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

1. Supports formation of an intergovernmental partnership between the cities and counties of Santa Clara and Santa Cruz Counties, Norman Y. Minéta San Jose International Airport (SJC), San Francisco International Airport (SFO), and the FAA, that will serve as a permanent aircraft noise mitigation entity representing all affected communities in the Santa Clara and Santa Cruz Counties; and
2. Directs the City Manager to enter into a Memorandum of Understanding on behalf of the City of Sunnyvale.

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

AYES:  
NOES:  
ABSTAIN:  
ABSENT:  
RECUSAL:

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

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



# City of Sunnyvale

## Agenda Item

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18-0644

Agenda Date: 8/14/2018

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### REPORT TO COUNCIL

#### SUBJECT

Approve Management Agreement for Sunnyvale Golf Course between the City of Sunnyvale and KSM Sunnyvale, LLC and Terminate Existing Concession License Agreement with KSM Sunnyvale, LLC

#### BACKGROUND

The City presently owns and manages two public golf courses. Sunnyvale Golf Course was built by the City in 1967 and opened for business in 1968. It is an 18-hole championship course situated on 145 acres of property at 605 Macara Avenue. Sunken Gardens Golf Course and Driving Range was purchased from a private entity with bond revenue in 1973, and was shortly thereafter re-opened as a public course. These facilities operate as part of the Golf and Tennis Enterprise Fund. Services provided at these facilities include golf play on-course, golf practice on the driving range and putting greens, golf merchandise sales, golf cart and equipment rentals and golf lessons.

Buildings at each course currently house a pro shop, restaurant, bar, banquet rooms and outdoor patio space. Areas used for food, beverage, and banquet related services (those encompassed by the scope of these leases) include approximately 16,000 square feet at Sunnyvale Golf Course and 3,000 square feet at Sunken Gardens Golf Course. Since inception, food, beverage, and banquet services have been provided through agreements with outside vendors. These agreements were non-transferable, and non-saleable.

The City issued a Request for Proposals (RFP) and entered into a Concession License Agreement with Gold Rush Eatery for the operation of the restaurant at Sunken Gardens Golf Course on August 13, 2015. The City issued a RFP and entered into a Concession License Agreement with KSM Sunnyvale, LLC (KSM) (Attachment 1 - License Agreement) for the operation of the restaurant at Sunnyvale Golf Course on June 1, 2016 (RTC 16-0163).

KSM signed the Concession License Agreement on June 1, 2016 to open Barrel 19 restaurant at Sunnyvale Golf Course. The current agreement is for ten years and calls for rents to be paid to the City of \$500 per month for the first two and one-half years gradually increasing to \$2,500 per month in year ten. The restaurant is to be open seven days a week from 6:30am to sunset providing breakfast, lunch, bar and banquet menus. KSM keeps all revenues and is responsible for all operating expenses. Also, KSM was required to make capital improvements to the facilities at a minimum of \$150,000 up to \$175,000. But unexpected delays including deferred infrastructure maintenance and new building and health code requirements resulted in a late opening in May 2017. The loss of revenue for 11 months combined with unexpected infrastructure expenses and slow rebound of customers has resulted in KSM proposing to terminate the Concession License Agreement and enter into a Management Agreement (Attachment 2 - Proposed Management Agreement for Sunnyvale Golf Course).



**EXISTING POLICY****General Plan, Chapter 4, Community Character - Recreation**

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

**ENVIRONMENTAL REVIEW**

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

**DISCUSSION**

The restaurant at Sunnyvale Golf Course has struggled with profitability for a number of years with different operators. A long-term operator, Lookout Inn Inc. closed the Lookout Inn (previous name of restaurant) in August 2012 as golf rounds were decreasing and affecting restaurant revenues. A new operator, Synergy Company reopened the Lookout Inn in June 2013 but closed in December 2014 as a result of Synergy filing for bankruptcy. A new operator was approved by City Council in 2015, but decided not to proceed. The restaurant did not reopen for 2.5 years until May 2017 with KSM.

In September 2017, KSM notified the City that their initial required capital improvement budget of \$175,000 was exceeding \$225,000 and requested restructuring of the Concession License Agreement. The delay in opening, unexpected capital costs, and inability to recapture golfers after a 2.5-year restaurant absence was resulting in an increasing deficit. On June 12, 2018 KSM notified the City that their deficit had reached \$700,000 (initial investment and operating losses) and required changes to the Concession License Agreement for their continued operation of the restaurant at Sunnyvale Golf Course.

Sunnyvale Golf Course had an increase of 8% in green fee revenues in FY 2017/18. The availability of a restaurant and food service permits the scheduling of tournaments and events which increase revenue. Growth is anticipated in the number of tournaments and events resulting in planned incremental golf revenues. Staff believes the continued operation of Barrel 19 without a lapse for a RFP for a new operator will provide better revenue and potentially help offset the three-year planned deficit of the restaurant operations.

The proposed Management Agreement was negotiated between both parties, is for five years with the option of two additional five year extensions and has provisions for early termination based on convenience. The restaurant would initially be open Wednesday through Sunday between the hours of 11:00 am and 7:00 pm, although the agreement provides for the ability to change these hours as needed with City approval. Prepacked food will be available for sale in the Golf Pro Shop on Monday and Tuesday when the restaurant is not open. The proposed Management Agreement would require the City to pay for two years a monthly fixed management fee equal to \$5,802.21, or 4.16% (or 1/24<sup>th</sup>) of the total value of the additional capital improvements KSM completed beyond the original agreement (Attachment 2, Exhibit B - Capital Equipment and Improvements List). All capital equipment and improvements listed in Attachment 2, Exhibit B shall become the property of the City upon full payment of the fixed management fee at the end of the two (2) year period. The ability for

the City to keep the equipment and capital improvements provides an advantage for any future operations. The proposed Management Agreement would have the City pay all operating costs including payroll, utilities, marketing, and goods and services. Any revenue that is generated exceeding operating costs would be shared at 50% between KSM and the City up to a maximum of \$100,000 to KSM. The KSM's planned operating budget for Barrel 19 would be approved annually by the City and any expenditure that exceeds its planned budget by more than 5% would need approval by the City Manager or his designee.

The continued operation of Barrel 19 will allow the planned scheduled events to proceed without impacting any customers. Also, if KSM and the City are not able to agree on the terms of a Management Agreement and KSM decides to cease its operation of the restaurant, the Council can decide to initiate a new RFP for a new operator of the restaurant; however, the 19 events confirmed and 29 possible events that are planned at the Sunnyvale Golf Course in calendar year 2018 will be in significant jeopardy. In addition, for calendar year 2019 KSM is currently in discussions for 32 potential events representing roughly \$237,000 in revenue.

### **FISCAL IMPACT**

The proposed Management Agreement has a fixed management fee of \$139,252.90 over the first two years. In addition to the fixed management fee, and utilizing KSM's estimates provided in the Pro Forma from KSM included as Attachment 3, the agreement would result in a predicted loss of \$136,872.33 over the first two years and four months of the agreement (September 2018 through December 2020). However, the Pro Forma shows a predicted net positive revenue for calendar year 2021 of \$15,221, which would be split between KSM and the City. These figures are estimates using expenditures provided by KSM and can vary. The City has the authority in the proposed Management Agreement to approve budgets and business plans to minimize exposure of losses. In addition, any expenditure of over 5% of the approved budget will need approval by the City Manager or his designee.

### **PUBLIC CONTACT**

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

### **ALTERNATIVES**

1. Authorize the City Manager to terminate the Concession License Agreement for operation of certain areas and facilities at the Sunnyvale Golf Course with KSM Sunnyvale, LLC, and to execute a Management Agreement with KSM Sunnyvale, LLC in substantially the same form as Attachment 2.
2. Do not Authorize the City Manager to terminate the Concession License Agreement for operation of certain areas and facilities at the Sunnyvale Golf Course with KSM Sunnyvale, LLC, and execute a Management Agreement with KSM Sunnyvale, LLC in substantially the same form as Attachment 2.
3. Other action as determined by Council.

### **STAFF RECOMMENDATION**

Alternative 1: Authorize the City Manager to terminate the Concession License Agreement for operation of certain areas and facilities at Sunnyvale Golf Course with KSM Sunnyvale, LLC, and

execute a Management Agreement with KSM Sunnyvale, LLC in substantially the same form as Attachment 2 of the report.

The increase in the rounds of golf and the size and number of tournaments can be partially attributed to the operation of a restaurant at the golf course. These increases, the potential for future revenue sharing and the desire to honor the banquet reservations that have already been booked support staff's recommendation to authorize the new Management Agreement. Keeping a restaurant service available at Sunnyvale Golf Course will help keep revenues from golf rounds stable and continue to offer a full range of services to the community of golfers that use the facility.

Prepared by: Jim Stark, Superintendent of Parks, Golf and Trees

Reviewed by: Chip 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. Concession License Agreement for Sunnyvale Golf Course
2. Proposed Management Agreement for Sunnyvale Golf Course
3. KSM Pro Forma for Barrel 19

**CONCESSION LICENSE AGREEMENT  
FOR SUNNYVALE GOLF COURSE**

An exclusive and revocable Concession License Agreement ("License") is hereby granted by CITY OF SUNNYVALE, a municipal corporation of the State of California, to KSM Sunnyvale, LLC., an Illinois limited liability company, as Licensee, to manage, operate and supervise sales of food, beverages and related services associated with Sunnyvale Golf Course including the restaurant building (attached hereto as Exhibit "A") and all related services for a term beginning on June 1, 2016, by all listed parties and ending at 11:59 p.m. on December 31, 2026, unless sooner terminated subject to the conditions contained in this License (the "Term"). At City's and Licensee's mutual discretion, this License may be extended for three (3) additional five (5) year terms on mutually agreed upon terms and conditions beyond the Term described above. If the parties reach agreement, a written amendment to the License shall be executed by both parties.

**I. DEFINITIONS**

As used in this License, the following words and phrases, unless provided otherwise, shall have the following meanings:

- A. "City" shall mean City of Sunnyvale.
- B. "City Council" shall mean the City Council of the City of Sunnyvale.
- C. "Clubhouse" shall mean the pro shop/restaurant building, and adjacent patios, walkways and planters located at the course.
- D. "Employee" shall mean any person employed by and paid solely by Licensee for any purpose.
- E. "Licensee" shall mean KSM Sunnyvale LLC., an Illinois limited liability company licensed to do business in California.
- F. "Pro shop" shall mean those portions of the Clubhouse dedicated to sale of golf merchandise and green fees including the entire East portion of the Sunnyvale Golf Course Clubhouse.
- G. "Restaurant" shall mean those portions of the Clubhouses and associated areas dedicated to provision of food and/or beverage services including the West

portion of the Clubhouse and adjacent patios and pathways at Sunnyvale Golf Course (See Exhibit “A”)

- H. “Manager” shall mean a particular employee designated by the Licensee to act on the behalf of the Licensee in any license-related matter.
- I. “Shall”, when used herein, is mandatory.
- J. “Sunnyvale Golf Course” shall mean that particular golf course owned by or leased to City, located at 605 Macara Ave., Sunnyvale, CA.
- K. “Golf Operations Manager” shall mean the City employee with the title of “Golf Operations Manager”.
- L. “Net Revenue” shall mean the Gross Revenue received by Licensee from sales of food, beverages and related services at the Sunnyvale Golf Course as permitted in Section II.A.1 and II.A.2 less Cost of Goods Sold.
- M. “Gross Revenues” shall mean all monthly receipts related to or derived from Licensee’s sales of food, beverages and related services at the Sunnyvale Golf Course as permitted in Section II.A.1 and II.A.2 below from cash or credit transactions recognized during the Term, computed on an accrual basis, determined in accordance with generally accepted accounting principles applied on a consistent basis. Gross Revenues shall be reduced by any refunds, rebates, discounts, and credits of a similar nature given, paid, or returned by KSM.

Gross Revenues shall not include:

- Applicable gross receipts taxes, admission, cabaret, excise, sales, and use taxes, or similar governmental charges collected directly from customers or their guests or as a part of the sales price of any goods or services;
- Service charges that are percentage gratuities added to billings, to the extent paid to employees of the Club
- Proceeds paid as a result of an insurable loss, unless paid for the loss or interruption of business, to the extent such sums are used to remedy said loss;

- N. "Cost of Goods Sold" shall mean direct cost attributable to the production of the goods sold at the club. This amount includes the cost of the materials used in creating the good.

## **II. EXCLUSIVE USE**

- A. In order to enable Licensee to exercise the privileges and rights herein licensed and to perform the duties and obligations herein imposed, City grants to Licensee:
1. The exclusive use of the Restaurant at Sunnyvale Golf Course for the sale of food, beverages and related services including banquets, catering and other related events.
  2. Exclusive right for the sale of food, beverages (including alcoholic beverages, no outside alcohol allowed and beverage cart services) and related services including banquets, catering and other related events at Sunnyvale Golf Course.
  3. Licensee shall have the right to enter upon and traverse the Sunnyvale Golf Course, including the Clubhouse as necessary to exercise its rights and obligations hereunder as well as such other locations within the golf course grounds and facilities outside of the Restaurants as may be established, subject to written approval of City as to each particular location and any improvements.
  4. Licensee shall occupy the Restaurant and any other locations as may be approved for sale of food, beverages and related services including banquets, catering and other related events, and for no other purpose.
  5. City covenants that so long as there is not an uncured default by Licensee of any material term of this License or any violation of relevant local or state law, Licensee shall, to the extent necessary to exercise the privileges and duties of Licensee hereunder, quietly hold, occupy, possess and enjoy the Restaurant and such other locations within the golf course grounds and facilities outside of the Restaurants as may be agreed hereunder throughout the Term of this Agreement, free from hinderance, ejection, removal,

prohibition or disturbance by the City or any other party claiming under, through, or by right of City unless both parties have agreed to mutually terminate the License.

B. Licensee shall occupy and operate Restaurant as a licensee and not as a lessee.

### **III. PRIVILEGES AND DUTIES OF LICENSEE**

A. Licensee shall do the following:

1. Exercise each privilege and right hereby licensed and perform each duty imposed herein in full compliance with the Sunnyvale Municipal Code and other ordinances of the City; all rules, regulations, and policies of the City, and all applicable laws of the State of California and the United States of America.
2. Enforce all rules and regulations.
3. Establish, operate, manage, and supervise sales of food, beverages and related services at the Golf Course.
4. Present proposals to City for its approval of food and beverage services and related events outside of designated restaurant buildings as shown in Exhibit "A" provided, however, that each additional location and any improvements are to be provided and maintained by Licensee.
5. Maintain for sale, or for use in connection with the services of meals, and at all times, a reasonable stock of food, alcoholic and non-alcoholic beverages, confections, and other articles in amounts sufficient to meet customer demands and which are of industry standard quality and are of such purity and content so as to comply with applicable federal, state, and local food, health and sanitation laws and regulations. City in no way warrants that Licensee shall be able to obtain license(s) to engage in the sale of liquor. The acquisition of such license(s), however, is required within 90 days of June 1, 2016.

6. Supervise the Restaurant, preserve order, and provide for security, including the exclusion of trespassers and prevention of injury to the Restaurant by customers and others.
7. Keep the Restaurant open to the public between the hours of 6:30 a.m. and sunset on each day the Course is open for play, except during such times when closure is necessary due to construction of structural additions or other physical improvements to the Clubhouse. Nothing herein shall preclude Licensee from remaining open additional hours subject to any and all City ordinances, or County or State laws or regulations as related to food and beverage service businesses.
8. Restaurant may be closed temporarily during inclement weather that significantly reduces the amount of play on the golf courses. Licensee shall notify the Golf Operations Manager in advance of closing and shall reopen the facilities as soon as weather conditions have improved.
9. Retain for a minimum of 40 hours per week in the Restaurant at least one “manager” who is experienced in the operation of restaurants and food and beverage services, authorized to represent and act for Licensee in matters pertaining to the exercise of the privileges and duties hereby licensed. Licensee shall keep City informed in writing of the identity of such person(s) and conduct all general business through the manager(s).
10. Employ at its sole cost and responsibility such employees as it deems necessary.
11. No employee of Licensee shall be deemed to be an employee, agent or representative of City at any time or for any purpose whatsoever.
12. Licensee shall require all employees to be neatly dressed and courteous at all times, and to refrain from boisterous or objectionable conduct when at work on City property.
13. Furnish, maintain, and operate the Restaurant and provide all other services and facilities offered in connection therewith in a high quality manner, and furnish and maintain a standard of service at least equal to the



better class of similar businesses in the City and in adjacent communities during the entire term of this License at prices comparable to those prevailing for similar services and facilities without discrimination. Licensee shall provide prompt, clean, courteous and efficient service.

14. Provide breakfast, lunch, bar and banquet menus and promote sale of banquet and meeting services for the Restaurant.
15. Provide prompt, courteous and efficient customer service.
16. Provide the Director of Public Works on September 1 of each year with an annual operations and marketing plan including a list of all activities including, but not limited to, food and beverage sales, banquets, facility rentals, special events, promotions and advertising.
17. Provide City with reasonable access to and the right to inspect all menus, lists and schedules of prices for services or products provided.
18. Covenant and agree to discontinue and remedy all reasonably objectionable practices upon demand of City if and when the City raises good faith objections to the conditions of those portions of the Golf Course and buildings occupied by Licensee, the quality of the food, articles sold, or character of the service.
19. Meet not less than once per month with the Golf Operations Manager at a regularly scheduled time and date to discuss and review the operation of the Restaurant by Licensee. In addition, Licensee shall during the Term maintain accounting records on a modified accrual basis (i.e. revenue is booked when cash is received and expenses are booked when goods/services are authorized). Within twenty (20) days after the close of each calendar month during the Term, Licensee shall submit a financial statement to City showing the financial activities for food and beverage operations conducted by Licensee at Sunnyvale Golf Course for the preceding calendar month and calendar year to date
20. Follow the procedure for handling complaints established by standard operating procedures of City. In this regard, the parties recognize that the

Golf Operations Manager of City is designated to represent the Department of Public Works in resolving all such complaints.

21. Authorize the Director of Public Works of City or his designee to inspect the premises occupied by Licensee not less than twice per year to determine whether Licensee is complying with the requirements of the License.
22. Provide City's recognized Golf Clubs, a list of which the parties shall agree upon in writing and in good faith, with limited use of space within the Restaurant for club activities at low or no cost. Licensee will be solely responsible for determining frequency, type of use, and cost, and will determine a method of scheduling that will best serve that purpose. Use of Restaurant space by retail customers will take priority over Golf Club use, when insufficient space exists for both user groups.
23. Keep all fixtures and equipment within those areas occupied by Licensee clean, neat, safe, sanitary and in good order at all times.
24. Store all waste matter, garbage and refuse in a manner satisfactory to City and arrange for the disposal thereof at the expense of Licensee.
25. Promptly remove and dispose of any waste and/or refuse resulting from food and beverage operations which has been blown by wind or otherwise transported from the areas occupied by Licensee into adjacent areas of the Golf Course properties.
26. Comply with all requirements of City, or State Department of Health Services, or measures in health or sanitary regulation adopted by any legal authority, and grant access for inspection purposes to any duly authorized representative of the State Department of Health Services or City.
27. Refrain from selling beer, wine and liquor for consumption off the Golf Course premises. Restrict sale of beer, wine and liquor to consumption within Restaurant and Golf Course premises.

28. Refrain from selling any food or beverage item supplied in a breakable glass container, for consumption on Golf Course premises, outside the Restaurant.
29. Refrain from installing or permitting the installation or use of any vending machine, pinball machine, video game machine, or similar equipment without first having obtained the written consent of the Superintendent of Parks and Golf of City.
30. Refrain from attaching, hanging, or otherwise affixing any sign or advertising matter on the exterior of the Clubhouses, or anywhere on the Course properties without first having obtained the written consent of the Superintendent of Parks and Golf of City.
31. Refrain from installing any newspaper rack or other object to be placed and maintained outside the Clubhouses, whether attached thereto or free-standing, or anywhere on the Courses, without first having obtained the written consent of the Superintendent of Parks and Golf of City.
32. Not permit other businesses, vendors, customers, or any other person or entity to directly provide services or entertainment to customers; or, display or sell goods, wares or merchandise either within the interior or exterior of the Clubhouse, or anywhere on the Course, without first having obtained written consent of the Superintendent of Parks and Golf of City.
33. Not conduct any business activity at the Course and Restaurant for any other purpose except sale and service of food and beverages, and related events, or except such activities for which written consent of the Superintendent of Parks and Golf of City has first been given.
34. Not make any alterations, changes or additions to the Restaurant or to any fixtures or equipment owned by City without first having obtained written consent of the Superintendent of Parks and Golf of City.
35. Provide a sufficient quantity of expendable equipment, including but not limited to tables, chairs, linen, glassware, dishes, cutlery and kitchen utensils.

36. On or before April 1, 2016, and every April 1 thereafter, file with City a signed inventory of any furnishings, equipment, fixtures and amenities owned by Licensee and used in operation of the Restaurant.
37. Promptly pay all moneys required to be paid to the City, and all expenses incurred in operating the restaurant and other facilities on the Course where food and beverages are sold;
38. Obtain and pay for any permit or license required by the Sunnyvale Municipal Code (as it currently provides or may hereafter be amended) or any other ordinance, or law of the State of California or the United States of America;
39. Pay any and all taxes, levies, charges, or assessments, including but not limited to personal property taxes, sales and use taxes, assessed against Licensee, or its possessory interest in the property of the Clubhouse occupied by Licensee, or its property, including inventories used in performing its duties and obligations or exercising its privileges under this License, for whatever purposes in connection with the operation of the Restaurant; and,
40. Keep Restaurant occupied by Licensee free from any liens arising out of the work performed, materials furnished, or obligations incurred by Licensee. Licensee shall have no power to establish or permit the creation of any such lien.
41. Furnish and pay all charges for gas, electricity, water, garbage, sewer and grease trap service to the Restaurant.
42. Furnish and pay all charges for telephone, internet and cable television or satellite television service to the Restaurant.
43. Furnish and pay all costs in connection with janitorial and maintenance services within the Restaurant occupied by Licensee. The janitorial and maintenance services shall include but not be limited to:
  - a) Clean entire areas licensed by the Licensee regularly and as-needed including but not limited to interior furnishings, equipment,

fixtures, windows (inside and outside), flooring, ceilings and walls as needed.

- b) Inspect and maintain facilities regularly during operating hours.
- c) Check (no less than every 2 hours the facilities are open) and maintain restrooms and related equipment in proper working order. Thoroughly clean related equipment, fixtures, and surfaces, and provide adequate stock of paper and soap products.
- d) Maintain exterior of the facilities and windows including cleaning and painting.
- e) Replace electric lights/bulbs as necessary.
- f) Provide and maintain appropriate and high quality floor coverings throughout the Restaurant.
- g) Keep areas occupied by Licensee in a clean and sanitary condition, reasonably free from garbage, refuse, and waste at all times to the satisfaction of City and to a level of quality to that of similar facilities in the community.
- h) Repair and replace anything broken or damaged as a result of any act or neglect by Licensee in all areas of the Clubhouse building.

#### IV. **DUTIES OF CITY.**

- A. City shall, in conjunction with Licensee's service, do the following:
  - 1. Publicize the Restaurant in the Library and Community Services Department's "Activities Guide" as long as the City publishes and distributes it during the length of this agreement; one-half of a full page will be provided in each edition.
  - 2. Publicize the Restaurant on the City's web site and provide a link to the Licensee's web site.
  - 3. Approve, by the Director of Public Works or his designee, the annual operations and marketing plan including a list of all activities, including but not limited to, menus, programs, banquets, services, promotions,

advertising and special events and their associated fees. All new services, programs and activities instituted after the annual approval of the operations plan shall be submitted in writing to the Director of Public Works for approval. Approvals hereunder shall not be unreasonably withheld or delayed by the City.

4. Determine, as established by the Director of Public Works or his designee, when fees may be waived or adjusted excluding promotions and discounts offered temporarily by the Licensee.

B. City shall be responsible for providing and maintaining only the following, within the Restaurant:

1. Restaurant facility, complete with supporting structural members, smoke/fire detection system, fire suppression system, kitchen hood vent system and required gas/electrical/plumbing services, roofs, ceilings and walls.
2. Infrastructure of the patio and portions of the perimeters of the buildings, including existing entrances and seating areas and staircase and excluding patio surface coverings.
3. The existing interior lavatories, with all required plumbing and fixtures.
4. The existing air conditioning and heating systems.
5. The existing light fixtures.
6. Parking lot of the facility
7. Building entrance of the facility
8. Subject to the agreement of both parties, any other items not specifically listed in this section that would typically be the responsibility of the property owner
9. Certain miscellaneous furnishings, equipment, fixtures are provided in an “as-is” condition and shall not be maintained by the City. These items currently located in the restaurant include, but are not limited to: ovens, sinks, refrigeration equipment, fryers, beverage dispensers, food preparation counters and dishwasher stations. Licensee may use these

items or notify the City in writing of any items they do not want and dispose of them in a mutually agreeable manner. Licensee is solely responsible for all costs associated with use, maintenance, and disposal.

10. Within the kitchens and bar areas, roughed in plumbing only.
  11. Locks and fasteners on doors and windows.
  12. Graffiti removal on all exterior building surfaces.
  13. Windows not broken as a result of any act or neglect of Licensee.
- C. City shall provide and be responsible for the existing off-street parking and parking lots, including lighting system at the Course and any security required in connection therewith. Licensee shall share the use of these facilities with customers and visitors of the Course. Designated parking for a mobile food truck and the use of existing utility connections.

## **V. CAPITAL INVESTMENT**

- A. Licensee shall make a minimum capital investment between One-Hundred Fifty Thousand Dollars (\$150,000) and One-Hundred Seventy-Five Thousand Dollars (\$175,000) during the Term. “Start-up” capital investments shall include but not be limited to: technology (computers, point of sale system, event software, website development, supplies, smallwares, paint, carpet etc.); marketing (pre-paid advertising, signage and local public relations campaign etc.); transition personnel (corporate payroll for human resources, accounting, operations, culinary etc.); liquor license and equipment (office, kitchen, banquet, tables, chairs etc.). All items that are equipment used in the operation of the restaurant shall be inventoried as set forth in section III.A.36 of this agreement and remain the property of the Licensee. “Infrastructure” capital investments are defined as modifications or enhancements of the existing, permanent infrastructure that shall become the property of the City upon installation. Capital investments shall include but not be limited to renovation of restaurant interior and exterior and renovation of restaurant patio. All of these improvements become the property of the City upon installation.

1. Licensee shall prepare plans and specifications in consultation with City.
  2. Licensee shall receive approval of all plans and specifications by the Director of Public Works and/or his designee(s) prior to filing of final plans and specifications. City shall be provided with two complete sets of final plans and specifications before construction begins and two complete sets of “as-built” plans and specifications at the completion of construction.
  3. Prior to construction, Licensee shall have obtained all necessary permits authorizing construction of the Project from City and other public agencies having jurisdiction over the Project, in compliance with all applicable laws, regulations, codes and the permitting process.
  4. Licensee shall provide City with written financial documentation showing related costs, upon the completion of all infrastructure capital investments.
- B. Additional remodel of the Clubhouse or Restaurant, construction of additions to the Clubhouse or Restaurant, and/or remodel or construction of concession building may be proposed at any time by the Licensee, or the City. City shall review all such projects and their associated costs on a case-by-case basis, and Licensee shall not undertake any such project without the prior express written consent of the City.
- C. City shall not award a contract for construction of remodel and/or additions or authorize construction thereof within the Licensee areas of use unless Licensee shall have been given a reasonable opportunity to review the associated plans and specifications.
- D. Capital investments are at the sole expense of the Licensee and City shall not be required to reimburse Licensee for any expenses incurred, regardless of whether or not the License is terminated by mutual agreement of the parties or by City’s sole option.

## **VI. PAYMENTS TO CITY, RECORDS, AND ACCOUNTS**



Licensee, in consideration of the privileges and rights allowed by this License, shall pay to the City the following sums: Beginning License Year 3, or the twenty-fifth (25th) month, the license fee shall be as set forth in the table shown below. All payments due to the city that are late or not submitted on the first day of each month shall incur a 10% penalty fee that will be due with the payment.

<b>Year of Agreement</b>	<b>Amount of annual and monthly fee</b>
Stub Period (June 1, 2016 - December 31, 2016)	\$3,500 (\$500 per month on starting date)
Year 1 (January 1, 2017 - December 31, 2017)	\$6,000 (\$500 per month
Year 2 (January 1, 2018 - December 31, 2018)	\$6,000 (500.00 per month)
Year 3 (January 1, 2019 - December 31, 2019)	\$22,500 (\$1,875.00 monthly)
Year 4 (January 1, 2020 - December 31, 2020)	\$24,000.00 (\$2,000.00 monthly)
Year 5 (January 1, 2021 - December 31, 2021)	\$25,000.00 (\$2083.33 monthly)
Year 6 (January 1, 2022 - December 31, 2022)*	\$26,000.00 (\$2,166.67 monthly) or 3% of Net Revenue received during License Year, whichever is greater
Year 7 (January 1, 2023 - December 31, 2023)*	\$27,000.00 (\$2,250.00 monthly) or 3% of Net Revenue received during License Year, whichever is greater
Year 8 (January 1, 2024 - December 31, 2024)*	\$28,000.00 (\$2,333.33 monthly) or 3% of Net Revenue received during License Year, whichever is greater
Year 9 (January 1, 2025 - December 31, 2025)*	\$29,000.00 (\$2,416.67 monthly) or 3% of Net Revenue received during License Year, whichever is greater
Year 10 (January 1, 2026 - December 31, 2026)*	\$30,000.00 (\$2,500.00 monthly) or 3% of Net Revenue or 3% of Net Revenue received during License Year, whichever is greater

\*For Years 6 through 10 above, Licensee shall pay the indicated monthly fee provided, however, at the end of each year, a true-up will be made to determine how much (or if) any additional fee is due in the event that 3% of Net Revenue received by Licensee for such applicable Year exceeds the amount of the fee paid for the applicable year. Any excess fee due to the City such year (if any) shall be paid by January 15<sup>th</sup> of each succeeding year.

## **VII. COMPENSATION OF LICENSEE**

Licensee shall be entitled to keep and retain fees and revenues collected from all operations of the Restaurant less all operating and other expenses for which Licensee is made responsible pursuant to this agreement, and those amounts described in SECTION VI, above.

## **VIII. INDEMNIFICATION, INSURANCE**

- A. Licensee shall indemnify and hold harmless the City, its officers, employees and agents ("City Indemnified Parties"), from and against any and all claims, demands, orders, decrees or judgments for injury or death or damage to person or property, loss, damage and liability (including all costs and attorneys' fees incurred in defending any claim, demand or cause of action) (collectively, "Losses"), occasioned by, arising out of, or resulting from any negligent act or omission or willful misconduct on the part of Licensee, or its agents or employees except to the extent such Losses arise due to (i) the gross negligence or willful misconduct of the City Indemnified Parties.
- B. City shall indemnify and hold harmless the Licensee, its officers, employees and agents ("Licensee Indemnified Parties"), from and against any and all Losses, occasioned by, arising out of, or resulting from the gross negligence or willful misconduct on the part of City Indemnified Parties except to the extent such Losses arise due to (i) the negligence or willful misconduct of Licensee.
- C. Licensee shall procure and maintain for the duration of the contract general liability insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Licensee's activities or because of this License subject to the following minimum scope and limits:

Minimum Scope and Limits of Insurance Licensee 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 is required.
3. **Workers' Compensation: Statutory Limits** and **Employer's Liability**: \$1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared and approved by the City. The licensee 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** to include a blanket additional insured endorsement to comply with the following additional insured requirements:

1. The City of Sunnyvale, its officials, employees, agents and volunteers are to be covered as additional insured with respects to liability arising out of activities performed by or on behalf of the Licensee; products and completed operations of the Licensee; premises owned, occupied or used by the Licensee; or automobiles owned, leased, hired or borrowed by the Licensee. 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 Licensee's insurance shall be primary as to Licensee's express obligations under the Indemnification provision of this License. . Any insurance or self-insurance maintained by the City of Sunnyvale, its officers, officials, employees, agents and volunteers shall be excess of the Licensee'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 Licensee'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 no less than A:VII, unless otherwise acceptable to the City of Sunnyvale.

#### Verification of Coverage

Licensee shall furnish the City with original Certificates of Insurance, naming the City as additional insured on the General Liability policy, and endorsements affecting the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. City shall be provided with updated Certificates prior to any expiration date of coverage.

- D. Licensee shall fill out and forward to the City an accident report for any injury that takes place in and around the Restaurant within twenty-four (24) hours of Licensee becoming aware of such injury.

### **IX. TERMINATION, REMOVAL, DEFAULT, BANKRUPTCY**

- A. Upon expiration of the term of this License, or upon the sooner termination of such term from whatever cause, Licensee:
  - 1. May remove any and all furnishings, equipment, merchandise and supplies purchased by Licensee and noted in their annual inventory list provided in writing to the City; provided, however, that:
    - a) Licensee is not then in default in the payment of any fees, portion of gross revenue or any other monies required to be paid to City, or in the performance of any duty, obligation, covenant or agreement contained herein;
    - b) Licensee shall leave the Restaurant in good order, condition and state of repair, reasonable wear and tear and damage by the elements excepted, together with any alterations, changes, additions or improvements thereto; and,
    - c) Licensee shall be responsible for any damage to the Restaurant occasioned by the removal of any furnishings, or equipment; and

for such damage, if any, City shall have lien on said items of personal property until such damages be paid. The City lien is additional security for performance of the License obligations and supercedes any other creditor lien.

2. Shall peaceably and quietly leave, surrender and yield up to City the Restaurant.
3. If Licensee is entitled to remove any item of personal property described in Section 1, and such item is not so removed within thirty (30) days of termination of the agreement, then such property shall be deemed abandoned by Licensee and absolute title thereto shall immediately vest in City and may be disposed of by City as it sees fit.

B. City reserves the right to terminate this License:

1. If at any time Licensee is in default in the payment of any fees, or any other monies required to be paid to City, or in the performance of any duty, obligation, covenant or agreement contained herein (time expressly declared to be of the essence), upon fifteen (15) days written notice to Licensee and Licensee fails to correct such default within said fifteen (15) day period; provided, however, that:
  - a) Licensee shall not be entitled to and expressly waives any other form of demand or notice (written or oral);
  - b) City shall have the full right, at its election, to enter the Restaurant and take immediate and sole possession thereof;
  - c) City shall have the right to bring suit for and collect all fees and any other monies required to be paid to City and which shall have accrued up to the time of entry described above;
  - d) Upon such termination, this License and all rights and privileges herein licensed shall become void to all intents and purposes whatsoever; or,
2. If Licensee fails to keep in full force and effect at any time the policies of insurance or faithful performance deposit required above upon five (5)

days written notice to Licensee and Licensee fails to correct such default within said five (5) day period.

- C. This License and all rights and privileges herein licensed shall immediately (and without any demand or notice written or oral) cease, determine, come to an end, and become void, and the City immediately may enter the Restaurant and take immediate and sole possession thereof, without prejudice to the right of City to recover from Licensee all unpaid fees or any other monies required to be paid to City and which shall have accrued up to the time of the entry described above, if:
  - 1. Licensee at any time during the term of this License become insolvent, or if proceedings in bankruptcy shall be instituted by or against Licensee, or if Licensee shall be adjudged bankrupt or insolvent by any court, or if a receiver or trustee in bankruptcy or a receiver of any property of Licensee shall be appointed in any suit or proceeding brought by or against Licensee, or if Licensee shall make an assignment for the benefit of creditors, or if any action is taken against or suffered by Licensee under any insolvency or bankruptcy act.
- D. In the event of termination of the License, because of the default of Licensee upon any of the grounds set forth above or in the event of the automatic termination of this License, City reserves the right to remove any personal property belonging to Licensee from the Restaurant and to store such personal property at the sole cost and expense of Licensee, and City shall have a lien on such personal property for and until all and any storage charges are paid.
- E. Licensee reserves the right to terminate this License if at any time City is in default in the performance of any material duty, obligation, covenant or agreement contained herein (time expressly declared to be of the essence), upon fifteen (15) days written notice to City and City fails to correct such default within said fifteen (15) day period. Upon mutual written agreement of the parties, the License may be terminated without cause prior to the end of the agreement term.

**X. PROHIBITIONS**

- A. Licensee shall not do any of the following acts, except as herein otherwise provided:
1. Assign or transfer this License or any of the rights or privileges herein licensed, or any part thereof. The License is personal to Licensee and any attempt to transfer or assign this License shall terminate it.
  2. This License cannot be assigned involuntarily or by operation or process of law.
  3. Make any alterations, changes, or additions to the Restaurant occupied by Licensee, or to any fixtures or equipment owned by City without first having obtained written consent of City thereto, provided that any alterations, changes or additions consented to shall be at the sole cost of Licensee and shall become the property of City upon termination of this License, for whatever cause.
  4. Let, sublet, sublicense or assign any or all portions of the Restaurant occupied by Licensee.
  5. Commit, permit or allow any nuisance or waste in, or injury to, any of the portions of the Restaurant, or to permit the use of any of such portions of the Restaurant for any illegal purpose.
  6. Bind or attempt to bind City to any contracts or obligations of any nature.

**XI. FORCE MAJEURE**

- A. An act or event is a "Force Majeure Event" if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party has been unable to overcome such act or event with the exercise of due diligence (including the expenditure of commercially reasonable sums). Subject to the foregoing conditions, "Force Majeure Event" shall include the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning, volcanic eruption and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the

Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion; (iv) Changes in applicable law or other action by a Governmental Authority, including a moratorium on any activities related to this Agreement; and (v) the impossibility for one of the Parties, despite its reasonable efforts, to obtain, in a timely manner, any approval by a governmental authority necessary to enable the affected Party to fulfill its obligations in accordance with this Agreement, provided that the delay or non-obtaining of such approval by a governmental authority is not attributable to the Party in question and that such Party has exercised its commercially reasonable efforts to obtain such approval.

- B. Except as otherwise specifically provided in this Agreement, neither Party shall be considered in breach of this Agreement or liable for any delay or failure to comply with the Agreement, if and to the extent that any failure or delay in such Party's performance of one or more of its obligations hereunder is attributable to the occurrence of a Force Majeure Event; provided, that the Party claiming relief under this Article shall (i) notify the other Party, in writing, of the existence of the Force Majeure Event as soon as reasonably practicable and in any event within five (5) business days after becoming aware of such existence, (ii) immediately exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure Event, (iii) immediately notify the other Party, in writing, of the cessation or termination of said Force Majeure Event, and (iv) resume performance of its obligations hereunder as soon as practicable thereafter.
- C. If any Force Majeure Event shall have occurred that has affected Licensee's performance of its obligations hereunder and has continued for a period of one hundred twenty (120) consecutive days or one hundred eighty (180) days in the aggregate, then either party shall be entitled to terminate this Agreement upon thirty (30) days written notice to the other.

## **XII. NOTICES**



- A. Any action, notice, or request required to be taken, given or made by City hereunder may be taken, given, or made by the City Manager of City or such other person or persons as s/he may authorize for the purpose. All notices, requests, or other papers required to be given or delivered to Licensee shall be deemed to be duly and properly given or made if mailed to Licensee, postage prepaid, addressed to:

xxxxxxx, Owner  
XYZ Inc.  
ADDRESS Court  
City, CA 00000

Or, personally delivered to Licensee at such address, or at such other address as Licensee may designate in writing to City. All notices, requests, or other papers required to be given or delivered to City shall be deemed to be duly and properly given or made if mailed to City, postage prepaid, addressed to:

Director of Public Works  
City of Sunnyvale  
Post Office Box Number 3707  
Sunnyvale, California 94088-3707

Or, personally delivered to Director of Public Works at City Hall, 456 West Olive Avenue, Sunnyvale, California, or at such other address as City may designate in writing to Licensee.

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

service. In that event communication is deemed to occur on the next mail service day.

### **XIII. NATURE OF LICENSE; MODIFICATIONS**

- A. This License does not constitute a contract of employment and the relation of master and servant, employer and employee, does not and shall not exist between City and Licensee, or any of its employees. Licensee is, and at all times shall be, deemed to be an independent contractor.
- B. This License does not constitute a deed or grant of any easement by the City of Sunnyvale and does not constitute a lease or convey any rights associated with a leasehold interest.
- C. No assurances or inducements of any kind, not specifically set forth in the License, have been made to Licensee by anyone authorized by City to cause Licensee to execute these presents.
- D. Failure of City to insist upon a strict performance of any of the duties, obligations, conditions, covenants or agreements contained in this License shall not be deemed a waiver of any subsequent breach or default in the duties, obligations, conditions, covenants or agreements herein contained.
- E. Rights of City or Licensee hereunder shall be cumulative and not alternative and shall be in addition to any and all rights which City shall have as a matter of law.
- F. No agent, officer or employee of City has any authority to vary or extend the term of this License or any duty, obligation, covenant or agreement contained herein, or to make any statements or representations concerning this License, or the rights and privileges set forth herein, except such as are set forth in any written addendum to this License which has been approved by the Council.
- G. This License shall not become effective until receipt by the City of Sunnyvale of an original copy of this License with properly signed endorsement accepting the License subject to the conditions, duties, obligations, covenants or agreements contained herein. This License may be executed in duplicate counterparts.
- H. The City of Sunnyvale does not warrant or represent that the Restaurant, Clubhouse, golf course or other public places to which this License relates are

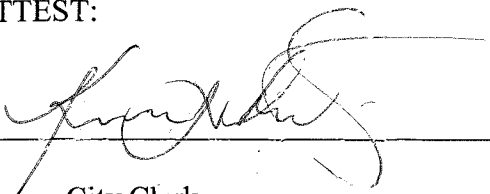
safe, healthful or suitable for the purpose for which they are permitted to be used under this License.

- I. Licensee warrants that the undersigned is authorized by the corporation to execute this Agreement and bind the corporation and shall provide City proof upon request including, but not limited to, Articles of Incorporation or a corporate resolution.
- J. The language of this License shall be construed according to its fair meaning and not strictly for or against the City or Licensee.
- K. This License shall be enforced and interpreted under the laws of the State of California and the venue of any action brought under this License shall be in Santa Clara County.
- L. The provisions of this License shall contain the entire agreement between the parties hereto and said License shall not be modified except by a written amendment fully executed by both parties.
- M. If any provision of this License is determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of the License and all such other provisions shall remain in full force and effect.

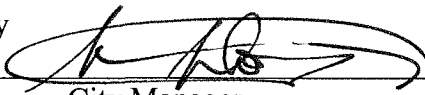
Licensee accepts the License set forth above and covenants and agrees (1) to be bound by and to comply with and perform each duty, obligation, covenant or agreement contained in the License in the manner and at the times set forth therein; and (2) to pay all fees at the times set forth herein, respectively, this \_\_\_\_\_ day of June, 2016.

IN WITNESS WHEREOF, the parties have executed this Agreement.

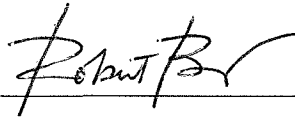
ATTEST:

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

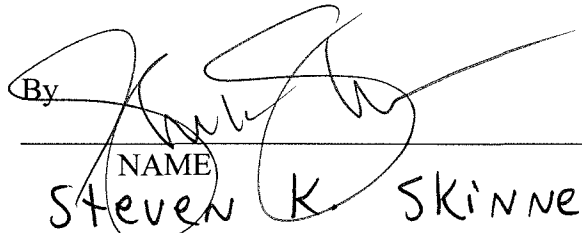
CITY OF SUNNYVALE ("CITY")

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

APPROVED AS TO FORM:

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

KSM Sunnyvale, LLC

By   
\_\_\_\_\_  
NAME  
STEVEN K. SKINNER  
C.E.O.

**MANAGEMENT AGREEMENT and  
TERMINATION OF EXISTING CONCESSION LICENSE**

This Management Agreement is made and entered into as of September 1, 2018 (“Effective Date”) by and between CITY OF SUNNYVALE, a municipal corporation of the State of California (“City”) and KSM Sunnyvale, LLC., an Illinois limited liability company (“KSM”), collectively referred to as the “Parties”.

**W I T N E S S E T H:**

WHEREAS, City owns the golf course and related facilities located in Sunnyvale, California known as “Sunnyvale Golf Course”, including the restaurant and related facilities located in Sunnyvale, California known as “Barrel19 Bistro & Bar”; and

WHEREAS, City and KSM entered into a Concession License Agreement on June 1, 2016, for the operation of Barrel19 Bistro & Bar, which will be terminated and superseded by this Management Agreement (“Agreement”); and

WHEREAS, City and KSM desire for KSM to manage, operate and supervise sales of food, beverages and related services at the Sunnyvale Golf Course during an initial Term of five (5) years, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and agreements herein contained, the Parties hereto agree as follows:

**I. DEFINITIONS**

As used in this Agreement, the following words and phrases, unless provided otherwise, shall have the following meanings:

- A. “City” shall mean City of Sunnyvale.
- B. “City Council” shall mean the City Council of the City of Sunnyvale.
- C. “Clubhouse” shall mean the pro shop/restaurant building, and adjacent patios, walkways and planters located at the course.

- D. “Employee” shall mean any person employed by and paid by KSM to work onsite at the Restaurant.
- E. “KSM” shall mean KSM Sunnyvale LLC., an Illinois limited liability company licensed to do business in California.
- F. “Pro shop” shall mean those portions of the Clubhouse dedicated to sale of golf merchandise and green fees including the entire East portion of the Sunnyvale Golf Course Clubhouse.
- G. “Restaurant” shall mean those portions of the Clubhouses and associated areas dedicated to provision of food and/or beverage services including the West portion of the Clubhouse and adjacent patios and pathways at Sunnyvale Golf Course (See Exhibit “A”)
- H. “Manager” shall mean a particular employee designated by the KSM to act on the behalf of the KSM in any Agreement related matter.
- I. “Shall”, when used herein, is mandatory.
- J. “Sunnyvale Golf Course” shall mean that particular golf course owned by or leased to City, located at 605 Macara Ave., Sunnyvale, CA.
- K. “Golf Operations Manager” shall mean the City employee with the title of “Golf Operations Manager”.
- L. “Net Revenue” shall mean the Gross Revenue received by KSM from sales of food, beverages and related services at the Sunnyvale Golf Course as permitted in Section II.A.1 and II.A.2 less Cost of Goods Sold and applicable Operating Expenses.
- M. “Gross Revenues” shall mean all monthly receipts related to or derived from sales of food, beverages and related services at the Sunnyvale Golf Course as permitted in Section II.A.1 and II.A.2 below from cash or credit transactions recognized during the Term, computed on an accrual basis, determined in accordance with generally accepted accounting principles applied on a consistent basis. Gross Revenues shall be reduced by any refunds, rebates, discounts, and credits of a similar nature given, paid, or returned.  
Gross Revenues shall not include:

- Applicable gross receipts taxes, admission, cabaret, excise, sales, and use taxes, or similar governmental charges collected directly from customers or their guests or as a part of the sales price of any goods or services;
  - Service charges that are percentage gratuities added to billings, to the extent paid to employees of the Restaurant
  - Proceeds paid as a result of an insurable loss, unless paid for the loss or interruption of business, to the extent such sums are used to remedy said loss;
- N. “Cost of Goods Sold” shall mean direct cost attributable to the production of the goods sold at the club. This amount includes the cost of the materials used in creating the good.
- O. “Operating Expenses” shall mean all operating expenses of the Restaurant incurred or paid on behalf of City during the Term, computed on an accrual basis, including, but not limited to, the following items:
- Salaries, wages, employee benefits, and payroll expenses, including without limitation, payroll service bureau fees, payroll taxes, Restaurant profit sharing programs, and insurance for all employees employed on-site in the direct operation of the Restaurant, excluding, however, service charges, which are defined as percentage gratuities added to billings and paid to employees (collectively, the “Gross Payroll”);
  - Marketing, advertising, and promotional expenses;
  - Purchase and replacement, as necessary, of inventories of maintenance parts and supplies, food stores and bar supplies;
  - Purchase and replacement, as necessary, of silver, chinaware, glassware, cooking utensils, and other similar items of equipment;

- Accrual of a reserve for insurance (including workers' compensation) and property taxes each month in an amount or at a rate that is sufficient to pay such insurance premiums or property taxes when they become due and payable;
- Insurance premiums, administrative and financing charges and expenses, property taxes, to the extent not provided for in the reserve established therefore and any deductible amounts required to be paid pursuant to Restaurant insurance coverage;
- Accounts receivable previously included within Gross Revenues, to the extent they remain unpaid ninety (90) days after the first billing;
- Auditing, accounting costs, computer fees (including costs to license and maintain accounting software), and reasonable legal fees incurred in respect of the operation of the Restaurant, including any reasonable financial management and reasonable accounting fees paid to third party accounting firms, if included in the Budgets;
- Costs incurred for utilities, including, but not limited to, all electric, gas, and water costs, and any other private utility charges incurred in connection with the operation of the Restaurant;
- Ordinary maintenance and repairs, exclusive of any capital improvements or capital replacements, which are hereby excluded;
- All out-of-pocket expenses incurred by KSM in providing the services under the terms of the Agreement, including without limitation, costs of recruitment (including applicable agent's fee), and other incidental expenses included in the Budget;
- All expenses set forth in the approved Budgets; and



- All other customary and reasonable expenses incurred in the operation of the Restaurant and the Improvements.

Any of the above provisions resulting in a double inclusion as an Operating Expense shall be allowed as an inclusion only once. Operating Expenses shall not include (i) depreciation or amortization, (ii) principal or interest payments on indebtedness, (iii) rental or lease payments for major items of furniture, fixtures, or equipment which, in accordance with generally accepted accounting principles, are purchased and capitalized as fixed assets, and (iv) federal, state and local income taxes of any nature or kind incurred by City or KSM.

## **II. TERM AND EXCLUSIVE USE**

- A. The Term of this Agreement shall be for an initial period of five (5) years with an option to renew for two (2) additional five-year periods upon mutual agreement by the Parties.
- B. In order to enable KSM to exercise the privileges and rights herein licensed and to perform the duties and obligations herein imposed, City grants to KSM:
  - 1. The exclusive use of the Restaurant at Sunnyvale Golf Course for the sale of food, beverages and related services including banquets, catering and other related events.
  - 2. Exclusive right for the sale of food, beverages (including alcoholic beverages, no outside alcohol allowed and beverage cart services) and related services including banquets, catering and other related events at Sunnyvale Golf Course.
  - 3. KSM shall have the right to enter upon and traverse the Sunnyvale Golf Course, including the Clubhouse as necessary to exercise its rights and obligations hereunder as well as such other locations within the golf course grounds and facilities outside of the Restaurants as may be established, subject to written approval of City as to each particular location and any improvements.

4. KSM shall occupy the Restaurant and any other locations as may be approved for sale of food, beverages and related services including banquets, catering and other related events, and for no other purpose.
  5. City covenants that so long as there is not an uncured default by KSM of any material term of this Agreement or any violation of relevant local or state law, KSM shall, to the extent necessary to exercise the privileges and duties of KSM hereunder, quietly hold, occupy, possess and enjoy the Restaurant and such other locations within the golf course grounds and facilities outside of the Restaurants as may be agreed hereunder throughout the Term of this Agreement, free from hindrance, ejection, removal, prohibition or disturbance by the City or any other party claiming under, through, or by right of City unless both parties have agreed to mutually terminate the Agreement.
- C. KSM shall occupy and operate Restaurant as a licensee and not as a lessee.

### **III. PRIVILEGES AND DUTIES OF KSM**

- A. Except as otherwise agreed by the parties and subject to the terms of this Agreement and the approved Budgets, KSM shall do the following:
1. Exercise each privilege and right hereby licensed and perform each duty imposed herein in full compliance with the Sunnyvale Municipal Code and other ordinances of the City; all rules, regulations, and policies of the City, and all applicable laws of the State of California and the United States of America.
  2. Enforce all rules and regulations.
  3. Establish, operate, manage, and supervise sales of food, beverages and related services at the Golf Course.
  4. Present proposals to City for its approval of food and beverage services and related events outside of designated Restaurant buildings as shown in Exhibit "A" provided, however, that each additional location and any improvements are to be provided and maintained by KSM.

5. Maintain for sale, or for use in connection with the services of meals, and at all times, a reasonable stock of food, alcoholic and non-alcoholic beverages, confections, and other articles in amounts sufficient to meet customer demands and which are of industry standard quality and are of such purity and content so as to comply with applicable federal, state, and local food, health and sanitation laws and regulations.
6. Supervise the Restaurant, preserve order, and provide for security, including the exclusion of trespassers and prevention of injury to the Restaurant by customers and others.
7. Keep the Restaurant open to the public between the hours of 11:00 a.m. and 7:00 p.m. on each day the Course is open for play, except during Monday and Tuesday, and except during such times when closure is necessary due to construction of structural additions or other physical improvements to the Clubhouse. During the mornings, KSM agrees to provide breakfast options available either at the Snack Shop or the Golf Pro Shop as agreed upon by the City. On Monday and Tuesday, KSM agrees to provide breakfast and pre-packaged food items for sale at the Snack Shop or the Golf Pro Shop as agreed upon by the City. Nothing herein shall preclude KSM from remaining open additional hours subject to any and all City ordinances, or County or State laws or regulations as related to food and beverage service businesses. The hours of operation may be modified at any time by mutual agreement by the Parties.
8. Restaurant may be closed temporarily during inclement weather that significantly reduces the amount of play on the golf courses. KSM shall notify the Golf Operations Manager in advance of closing and shall reopen the facilities as soon as weather conditions have improved.
9. Retain for a minimum of 40 hours per week in the Restaurant at least one “manager” who is experienced in the operation of restaurants and food and beverage services, authorized to represent and act for KSM in matters pertaining to the exercise of the privileges and duties hereby licensed.

KSM shall keep City informed in writing of the identity of such person(s) and conduct all general business through the manager(s).

10. No employee of KSM shall be deemed to be an employee, agent or representative of City at any time or for any purpose whatsoever.
11. KSM shall require all employees to be neatly dressed and courteous at all times, and to refrain from boisterous or objectionable conduct when at work on City property.
12. Furnish, maintain, and operate the Restaurant and provide all other services and facilities offered in connection therewith in a high quality manner, and furnish and maintain a standard of service at least equal to the better class of similar businesses in the City and in adjacent communities during the entire term of this Agreement at prices comparable to those prevailing for similar services and facilities without discrimination. KSM shall provide prompt, clean, courteous and efficient service.
13. Provide breakfast, lunch, bar and banquet menus and promote sale of banquet and meeting services for the Restaurant.
14. Provide prompt, courteous and efficient customer service.
15. Provide the Director of Public Works on September 1 of each year with an annual operations and marketing plan including a list of all activities including, but not limited to, food and beverage sales, banquets, facility rentals, special events, promotions and advertising.
16. Provide City with reasonable access to and the right to inspect all menus, lists and schedules of prices for services or products provided.
17. Covenant and agree to discontinue and remedy all reasonably objectionable practices upon demand of City if and when the City raises good faith objections to the conditions of those portions of the Golf Course and buildings occupied by KSM, the quality of the food, articles sold, or character of the service.
18. Meet not less than once per month with the Golf Operations Manager at a regularly scheduled time and date to discuss and review the operation of

the Restaurant by KSM. In addition, KSM shall during the Term maintain accounting records on a modified accrual basis (i.e. revenue is booked when cash is received and expenses are booked when goods/services are authorized). Within twenty (20) days after the close of each calendar month during the Term, KSM shall submit a financial statement to City showing the financial activities for food and beverage operations conducted by KSM at Sunnyvale Golf Course for the preceding calendar month and calendar year to date

19. Follow the procedure for handling complaints established by standard operating procedures of City. In this regard, the parties recognize that the Golf Operations Manager of City is designated to represent the Department of Public Works in resolving all such complaints.
20. Authorize the Director of Public Works of City or his designee to inspect the premises occupied by KSM not less than twice per year to determine whether KSM is complying with the requirements of the Agreement.
21. Provide City's recognized Golf Clubs, a list of which the parties shall agree upon in writing and in good faith, with limited use of space within the Restaurant for club activities at low or no cost. KSM will be solely responsible for determining frequency, type of use, and cost, and will determine a method of scheduling that will best serve that purpose. Use of Restaurant space by retail customers will take priority over Golf Club use, when insufficient space exists for both user groups.
22. Keep all fixtures and equipment within those areas occupied by KSM clean, neat, safe, sanitary and in good order at all times.
23. Store all waste matter, garbage and refuse in a manner satisfactory to City and arrange for the disposal thereof at the expense of KSM.
24. Promptly remove and dispose of any waste and/or refuse resulting from food and beverage operations which has been blown by wind or otherwise transported from the areas occupied by KSM into adjacent areas of the Golf Course properties.

25. Comply with all requirements of City, or State Department of Health Services, or measures in health or sanitary regulation adopted by any legal authority, and grant access for inspection purposes to any duly authorized representative of the State Department of Health Services or City.
26. Refrain from selling beer, wine and liquor for consumption off the Golf Course premises. Restrict sale of beer, wine and liquor to consumption within Restaurant and Golf Course premises.
27. Refrain from selling any food or beverage item supplied in a breakable glass container, for consumption on Golf Course premises, outside the Restaurant.
28. Refrain from installing or permitting the installation or use of any vending machine, pinball machine, video game machine, or similar equipment without first having obtained the written consent of the Superintendent of Parks and Golf of City.
29. Refrain from attaching, hanging, or otherwise affixing any sign or advertising matter on the exterior of the Clubhouses, or anywhere on the Course properties without first having obtained the written consent of the Superintendent of Parks and Golf of City.
30. Refrain from installing any newspaper rack or other object to be placed and maintained outside the Clubhouses, whether attached thereto or free-standing, or anywhere on the Courses, without first having obtained the written consent of the Superintendent of Parks and Golf of City.
31. Not permit other businesses, vendors, customers, or any other person or entity to directly provide services or entertainment to customers; or, display or sell goods, wares or merchandise either within the interior or exterior of the Clubhouse, or anywhere on the Course, without first having obtained written consent of the Superintendent of Parks and Golf of City.
32. Not conduct any business activity at the Course and Restaurant for any other purpose except sale and service of food and beverages, and related

events, or except such activities for which written consent of the Superintendent of Parks and Golf of City has first been given.

33. Not make any alterations, changes or additions to the Restaurant or to any fixtures or equipment owned by City without first having obtained written consent of the Superintendent of Parks and Golf of City.
34. Provide a sufficient quantity of expendable equipment, including but not limited to tables, chairs, linen, glassware, dishes, cutlery and kitchen utensils.
35. On or before April 1 of each calendar year during the Term, file with City a signed inventory of any furnishings, equipment, fixtures and amenities owned by KSM and used in operation of the Restaurant.  
  
Promptly pay on behalf of the City, as an Operating Expense, all expenses incurred in operating the restaurant and other facilities on the Course where food and beverages are sold; including but limited to all charges for gas, electricity, water, garbage, sewer and grease trap service to the Restaurant and all charges for telephone, internet and cable television or satellite television service to the Restaurant.
36. Obtain and pay for as an Operating Expense, any permit or license required by the Sunnyvale Municipal Code (as it currently provides or may hereafter be amended) or any other ordinance, or law of the State of California or the United States of America;
37. Keep Restaurant occupied by KSM free from any liens arising out of the work performed, materials furnished, or obligations incurred by KSM. KSM shall have no power to establish or permit the creation of any such lien.
38. Arrange for and pay as an Operating Expense, all costs in connection with janitorial and maintenance services within the Restaurant occupied by KSM. The janitorial and maintenance services shall include but not be limited to:

- a) Clean entire areas licensed by the KSM regularly and as-needed including but not limited to interior furnishings, equipment, fixtures, windows (inside and outside), flooring, ceilings and walls as needed.
- b) Inspect and maintain facilities regularly during operating hours.
- c) Check (no less than every 2 hours the facilities are open) and maintain restrooms and related equipment in proper working order. Thoroughly clean related equipment, fixtures, and surfaces, and provide adequate stock of paper and soap products.
- d) Maintain exterior of the facilities and windows including cleaning and painting.
- e) Replace electric lights/bulbs as necessary.
- f) Provide and maintain appropriate and high quality floor coverings throughout the Restaurant.
- g) Keep areas occupied by KSM in a clean and sanitary condition, reasonably free from garbage, refuse, and waste at all times to the satisfaction of City and to a level of quality to that of similar facilities in the community.
- h) Repair and replace anything broken or damaged as a result of any act or neglect by KSM in all areas of the Clubhouse building.

B. Budgets. All budgets, as hereinafter set forth (collectively, the “Budgets”), shall be prepared with the advice and counsel of City, based on what KSM believes to be reasonable assumptions and projections, and delivered to City for City’s review and written approval. All Budgets shall be presented in reasonable detail. KSM shall not be deemed to have made any guarantee or warranty in connection with the results of operations or performance set forth in the Budgets and the Parties acknowledge that the Budgets are based solely upon KSM’s judgment and the facts and circumstances known by KSM at the time of preparation.

1. Operating Budget. Prior to the Commencement Date, KSM shall submit to City, for City’s review and written approval, an Operating Budget setting



forth the forecasted revenues and expenses associated with the operations of the Restaurant for the current calendar year (“Operating Budget”), which ends on December 31, 2018. At least sixty (60) days prior to the first day of each calendar year (i.e., on or before November 1<sup>st</sup>) thereafter during the Agreement Term, KSM shall submit to City, for City’s review and written approval, an Operating Budget of the Restaurant for the upcoming calendar year within the Term.

2. Capital Expenditures Budget. Prior to the Commencement Date, KSM shall submit to City, for City’s review and written approval, a budget setting forth the proposed capital improvements (including equipment purchases and leases) within and to the Restaurant for the current calendar year (“Capital Expenditures Budget”). At least sixty (60) days prior to the first day of each calendar year thereafter during the Term, KSM shall submit to City, for City’s review and written approval, a Capital Expenditures Budget for the upcoming calendar year or part thereof within the Term.
3. City’s Review and Approval of Budgets. The Budgets shall be for City’s review and written approval, subject to the terms of this Agreement, which approval shall not be unreasonably withheld. City shall give its written comments and/or approval within thirty (30) days after KSM delivers the Budgets to City. If City fails to provide any comments or approval with respect to a Budget within such time period, then the City shall be deemed to have approved the Budget. In the event of disapproval of any Budgets, KSM shall continue operating the Restaurant pursuant to the Budgets then in effect, subject to increases in Operating Expenses required due to (i) increases in Gross Revenues or (ii) weather or other matters beyond the control of KSM, until such time as City and KSM agree upon the appropriate replacement Budgets.
4. Unanticipated Expenditures and Reallocation of Funds. City agrees that the Budgets are intended to be reasonable estimates, and, accordingly,

KSM shall be entitled from time to time to revise the Budgets to cover any expenditures that were unanticipated at the time of preparation of the Budgets but are reasonable and necessary to carry out the provisions of this Agreement; provided, however, that except as otherwise set forth in this Agreement, KSM shall be required to obtain City's prior written approval of any expenditures that would result in the total budgeted expenditures within the Budget being exceeded by more than five percent (5%). KSM is authorized to take all action reasonably deemed necessary by KSM to implement, perform, or cause the performance of the items set forth in the Budgets. City acknowledges that KSM has not made any guarantee, warranty, or representation of any nature whatsoever concerning or relating to (i) the Budgets, or (ii) the amounts of Gross Revenues or Operating Expenses to be generated or incurred from the operation of the Restaurant.

C. Financial Management, Accounting Records and Reporting. KSM will: (i) maintain all books, records, and other data associated with the financial activities of the Restaurant. All accounting records shall be maintained in a format consistent (in all material respects) with generally accepted accounting principles.

1. Financial Reporting. During the Term, KSM shall provide the following financial statements in a format reasonably specified by City:

(i) KSM shall submit to City, within twenty (20) days after the close of each calendar month, a financial statement showing in reasonably accurate detail the financial activities of the Restaurant for the preceding calendar month and the calendar year to date.

(ii) KSM shall submit to City, within sixty (60) days after the close of each calendar year, a financial statement showing in reasonably accurate detail the financial activities of the Restaurant for the calendar year then ended.

2. Internal Control. KSM agrees to develop, install, and maintain reasonably appropriate accounting, operating, and administrative controls governing the financial aspects of the Restaurant, such controls to be consistent (in all material respects) with generally accepted accounting principles.
  3. Records and Inspection. KSM shall maintain a set of all financial, vendor and operating records relating to the Restaurant. At any time during the Term, City shall have the right, after three (3) days prior written notice to KSM, to inspect the books, records, invoices, deposits, canceled checks, or other financial data or transactions of the Restaurant at reasonable times and during normal business hours; provided, however, City shall use its best efforts to not cause any disruptions in the operations of the Restaurant in connection with such inspections. Notwithstanding the foregoing, such inspection rights shall not extend to any inspection of KSM corporate records at its corporate office or any records relating to any other projects or locations. Upon expiration or termination of this Agreement, KSM will promptly turn over all such Restaurant records to City; however, KSM may retain copies as required by applicable records retention policies or law.
- D. Bank Accounts. KSM shall assist City in establishing, in City's name, utilizing the federal tax identification number of City, a deposit account (the "Deposit Account") and an operating expense account (the "Operating Expense Account"). City agrees that individuals designated by KSM, and approved in writing by City, shall be signatories on the accounts, and that City will not change the signatories of such accounts or close such accounts without the prior written consent of KSM. Additionally, KSM shall establish a payroll account (the "Payroll Account") in KSM's name. The records and bank statements shall be subject to inspection by City pursuant to the terms recited herein. All Gross Revenues of the Restaurant shall be collected, received, and deposited by KSM exclusively through the

Deposit Account in accordance with the terms of this Agreement. All Operating Expenses shall be handled and expended exclusively through the Operating Expense Account. All Gross Payroll for the Restaurant shall be handled and expended exclusively through the Payroll Account.

- E. Employees. As part of the Operating Budget, KSM shall (i) determine personnel requirements, recruitment schedules, and compensation levels, (ii) furnish job descriptions, performance appraisal procedures, employee benefit programs, and operational and procedural manuals for all personnel, and (iii) establish forms and procedures for employee compensation and Restaurant incentive programs. KSM shall hire, promote, discharge, and supervise all employees performing services in and about the Restaurant. All of the employees of the Restaurant shall be employees of KSM.
- F. Marketing. KSM shall develop the ongoing marketing plan for the Restaurant and define a schedule of marketing and advertising activities, which shall be submitted to City as part of the Operating Budget. KSM shall indicate on the premises that the Restaurant is being operated by KSM.
- G. Contracts. KSM shall negotiate, consummate, enter into, and perform, in the name of City, such agreements as KSM may deem necessary or advisable for the furnishing of all food, beverages, utilities, concessions, entertainment, operating supplies, equipment, repairs and other materials and services as KSM determines are needed from time to time for the management and operation of the Restaurant. Notwithstanding the above, any contract that exceeds Twenty-Five Thousand Dollars (\$25,000) in total payments over the term of such contract or which has a term of over one (1) year shall require the prior written consent of City, which consent shall be deemed to have been given if City neither consents nor disapproves in writing within ten (10) business days after KSM's written request for approval.
- H. Legal Action. KSM may not institute any legal action by or on behalf of City or the Restaurant without the prior written consent of City and City may not institute

any legal action by or on behalf of KSM without the prior written consent of KSM.

- I. Emergency Expenditures. In the event, at any time during the Term, a condition should exist in, on, or about the Restaurant of an emergency nature which, in KSM's sole and absolute discretion, requires immediate action to preserve and protect the Restaurant, to better assure the Restaurant's continued operation, or to protect the Restaurant's customers, guests, or employees, KSM is authorized to take all steps and to make all reasonable expenditures necessary to repair and correct any such condition, whether or not provisions have been made in the applicable Budgets for any such expenditures. City shall be notified of the need for, and estimated amount of, any such emergency expenditures as soon as reasonably practical.
- J. Other Duties and Prerogatives. KSM shall use commercially reasonable efforts to perform any act that KSM determines is necessary to operate and manage the Restaurant during the Term, subject to the terms and conditions hereof. In fulfilling its operational and managerial responsibilities hereunder, KSM shall have all rights ordinarily accorded to a manager in the ordinary course of business, including, without limitation, the collection of proceeds from the operation of the Restaurant, the incurring of trade debts in City's name (other than mortgage indebtedness), the approval and payment of obligations, and the negotiating and signing of leases and contracts. KSM shall not be obligated to advance any of its own funds to or for the account of City nor to incur any liability, unless City shall have furnished KSM with funds necessary for the full discharge thereof. Further, KSM shall not be obligated to sign any leases, contracts or other agreements in KSM's name. However, if for any reason KSM shall have advanced funds in payment of any reasonable expense in connection with the maintenance and operation of the Restaurant, City shall reimburse KSM within ten (10) days after invoice for the full amount of such payments. City's failure to reimburse KSM as provided herein for any such payment shall be an Event of Default by City.

#### **IV. FEES, EXPENSES AND RECEIPTS**

##### **A. Management Fees.**

1. Fixed Management Fee. City shall pay KSM a monthly fixed management fee equal to \$5,802.21 or approximately 4.16% (or 1/24<sup>th</sup>) of the total value of the Capital Equipment and Improvements List attached and incorporated as Exhibit "B" (the "Fixed Management Fee") for the first two (2) years of this Agreement. This fee shall be paid at the end of each month during the Term of this Agreement as long as KSM is in compliance with the terms of this Agreement. In the event City exercises an early termination for convenience in accordance with Section VII.C. below, the remaining balance of the total unpaid value of the Capital Equipment and Improvements List shall become due and payable to KSM upon termination of Agreement. All Capital Equipment and Improvements listed in Exhibit "B" shall become the property of the City upon full payment of the Fixed Management Fee either at the end of the two (2) year period or upon early termination.

2. Incentive Management Fee. Commencing on January 1, 2021,) City shall pay KSM an annual incentive management fee (the "Incentive Management Fee") calculated as follows:

Fifty percent (50%) of the Net Revenues, if any, for each calendar year beginning on January 1 with "Net Revenues" defined as the total Gross Revenues for the calendar year period minus the total Operating Expenses for the calendar year, up to a maximum of \$100,000 for each calendar year.

For example: If the total combined Gross Revenues for the calendar year equal \$1,000,000, and the Operating Expenses for the calendar year equal \$800,000, then the Net Revenues would be

\$200,000. KSM would be entitled to 50% of the Net Revenues = \$100,000.

3. The Incentive Management Fee shall be paid to KSM within thirty (30) days after KSM delivers to City the year-end Financial Statement for the full calendar year or any portion thereof in the event this Agreement is terminated prior to the end of a full calendar year period.

- B. Out-of-Pocket Expenses. In addition to all other fees and expenses recited herein payable to KSM, and subject to City's approval of same in the Budgets, it is agreed that City shall reimburse KSM within fifteen (15) days of invoice for all actual out-of-pocket expenses incurred by KSM in the performance of this Agreement. Out-of-pocket expenses shall include, but shall not be limited to, reasonable travel, air express, courier service, costs of recruitment (including applicable agent's fees), and other incidental expenses. Reimbursement for such out-of-pocket expenses will be made at actual cost and may be made directly from the Operating Expense Account.
- C. City's Receipts. During the Term, in each calendar month City shall receive the Positive Net Cash Flow for such calendar month after payment of the Management Fee and any other fees or out-of-pocket expenses owed to KSM, which amount shall be distributed, to the extent requested by City, within fifteen (15) days following the close of each calendar month ("City's Receipts"); provided, however, that a minimum balance of at least the Operating Expense Minimum and the Payroll Expense Minimum is maintained in the Operating Expense Account and the Payroll Account at all times. KSM may deduct any amounts owed to KSM from Gross Revenues before remitting City's Receipts to City.

**V. DUTIES OF CITY.**

- A. City shall, in conjunction with KSM's service, do the following:

1. Publicize the Restaurant in the Library and Community Services Department's "Activities Guide" as long as the City publishes and distributes it during the length of this agreement; one-half of a full page will be provided in each edition.
  2. Publicize the Restaurant on the City's web site and provide a link to the KSM's web site.
  3. Approve, by the Director of Public Works or his designee, the annual operations and marketing plan including a list of all activities, including but not limited to, menus, programs, banquets, services, promotions, advertising and special events and their associated fees. All new services, programs and activities instituted after the annual approval of the operations plan shall be submitted in writing to the Director of Public Works for approval. Approvals hereunder shall not be unreasonably withheld or delayed by the City.
  4. Determine, as established by the Director of Public Works or his designee, when fees may be waived or adjusted excluding promotions and discounts offered temporarily by the KSM.
- B. City shall be responsible for providing and maintaining only the following, within the Restaurant:
1. Restaurant facility, complete with supporting structural members, smoke/fire detection system, fire suppression system, kitchen hood vent system and required gas/electrical/plumbing services, roofs, ceilings and walls.
  2. Infrastructure of the patio and portions of the perimeters of the buildings, including existing entrances and seating areas and staircase and excluding patio surface coverings.
  3. The existing interior lavatories, with all required plumbing and fixtures.
  4. The existing air conditioning and heating systems.
  5. The existing light fixtures.
  6. Parking lot of the facility



7. Building entrance of the facility
  8. Subject to the agreement of both parties, any other items not specifically listed in this section that would typically be the responsibility of the property owner
  9. Certain miscellaneous furnishings, equipment, fixtures are provided in an “as-is” condition and shall not be maintained by the City. These items currently located in the restaurant include, but are not limited to: ovens, sinks, refrigeration equipment, fryers, beverage dispensers, food preparation counters and dishwasher stations. KSM may use these items or notify the City in writing of any items they do not want and dispose of them in a mutually agreeable manner. KSM is solely responsible for all costs associated with use, maintenance, and disposal.
  10. Within the kitchens and bar areas, roughed in plumbing only.
  11. Locks and fasteners on doors and windows.
  12. Graffiti removal on all exterior building surfaces.
  13. Windows not broken as a result of any act or neglect of KSM.
- C. City shall provide and be responsible for the existing off-street parking and parking lots, including lighting system at the Course and any security required in connection therewith. KSM shall share the use of these facilities with customers and visitors of the Course.
- D. Expenditures. City acknowledges that it is solely responsible for all Operating Expenses and capital expenditures required for or on behalf of the Restaurant, provided that such Operating Expenses and capital expenditures are made in accordance with the terms of this Agreement. City shall be responsible for all other expenditures and obligations in connection with the Restaurant, including without limitation, all federal, state and local taxes and all principal and interest payments on indebtedness.
- E. City’s Advances. City shall advance funds to the Operating Expense Account and the Payroll Account described in Section 3.5.2 to conduct the affairs of the Restaurant (“City’s Advances”) as set forth below. Such City’s Advances shall be

paid in the form and manner as shown on Exhibit C, through Automated Clearing House ("ACH"), or by wire transfer or authorization to apply funds from the Deposit Account towards the payment of such City's Advances. City acknowledges and agrees that it has sole responsibility for providing City's Advances and KSM shall have no responsibility to provide funds for the payment of any Operating Expenses, Gross Payroll, debts or other amounts payable by or on behalf of the Restaurant, the Sunnyvale Golf Course or City.

- F. Operating Expense Account. On or before the Commencement Date (and in any event, prior to KSM's incurrence of any Operating Expenses), City shall remit to KSM for deposit into the Operating Expense Account, City's Advances equal to one month's estimated Operating Expenses (as specified in the approved Budget) ("Operating Expense Minimum"). City shall replenish the Operating Expense Account in order to maintain the Operating Expense Minimum in the Operating Expense Account as described below. KSM shall use the funds in the Operating Expense Account to pay the Operating Expenses of the Restaurant. On a monthly basis, KSM shall provide City with a statement describing the anticipated source and use of funds for the Restaurant for the next monthly period. Within twenty (20) days after City's receipt of such statement from KSM, City shall remit to the Operating Expense Account the amount set forth in such statement, less the amount, if any, then on deposit in the Deposit Account to the extent City authorizes the transfer of such amount to the Operating Expense Account. The Parties agree to adjust the Operating Expense Minimum seasonally, or as otherwise required from time to time, in order to reflect the then-current payment obligations of the Restaurant.
- G. Payroll Account. On or before the Commencement Date (and in any event, prior to KSM's incurrence of any Gross Payroll obligations), City shall remit to KSM for deposit into the Payroll Account, City's Advances equal to one month's estimated Gross Payroll obligations (as specified in the approved budget) ("Payroll Expense Minimum"), whichever amount is greater. City shall replenish the Payroll Account in order to maintain the Payroll Expense Minimum in the

Payroll Account as described below. On a bi-weekly basis, KSM shall fund payroll and the Gross Payroll obligations from the Payroll Account and concurrently provide City with a statement containing such funded Gross Payroll obligations of the Restaurant. Within twenty (20) days after City's receipt of such statement from KSM, City shall remit to the Payroll Account the amount set forth in such statement, less the amount, if any, then on deposit in the Deposit Account to the extent City authorizes the transfer of such amount to the Payroll Account. The Parties agree to adjust the Payroll Expense Minimum seasonally, or as otherwise required from time to time, in order to reflect the then-current payroll obligations of the Restaurant.

**VI. INDEMNIFICATION, INSURANCE**

- A. KSM shall indemnify and hold harmless the City, its officers, employees and agents ("City Indemnified Parties"), from and against any and all third party claims, demands, orders, decrees or judgments for injury or death or damage to person or property, loss, damage and liability (including all costs and attorneys' fees incurred in defending any claim, demand or cause of action) (collectively, "Losses"), occasioned by, arising out of, or resulting from any negligent act or omission or willful misconduct on the part of KSM, or its agents or employees except to the extent such Losses arise due to (i) the gross negligence or willful misconduct of the City Indemnified Parties.
- B. City shall indemnify and hold harmless the KSM, its officers, employees and agents ("KSM Indemnified Parties"), from and against any and all Losses, occasioned by, arising out of, or resulting from the gross negligence or willful misconduct on the part of City Indemnified Parties except to the extent such Losses arise due to (i) the negligence or willful misconduct of KSM.
- C. As an Operating Expense, KSM shall procure and maintain for the duration of the contract the following insurance, which shall include general liability insurance against claims for injuries to persons or damages to property which may arise

from or in connection with the KSM's activities or because of this Agreement subject to the following minimum scope and limits:

Minimum Scope and Limits of Insurance. As an Operating Expense, KSM shall maintain limits no less than:

1. **Commercial General Liability:** \$3,000,000 per occurrence and \$6,000,000 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 is required.
3. **Workers' Compensation: Statutory Limits** and **Employer's Liability:** \$1,000,000 per accident for bodily injury or disease.
4. **Employment Practices ("EPLI")** of not less than \$5,000,000 each occurrence,
5. **Crime Liability Insurance** covering all employees who have access to or responsibility for or who handle City funds of not less than \$3,000,000 each occurrence

#### Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared and approved by the City.

#### Other Insurance Provisions

The **general liability** to include a blanket additional insured endorsement to comply with the following additional insured requirements:

1. The City of Sunnyvale, its officials, employees, agents and volunteers are to be covered as additional insured with respects to liability arising out of activities performed by or on behalf of the KSM; products and completed operations of the KSM; premises owned, occupied or used by the KSM; or automobiles owned, leased, hired or borrowed by the KSM. 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 KSM's insurance shall be primary as to KSM's express obligations under the Indemnification provision of this Agreement. Any insurance or self-insurance maintained by the City of Sunnyvale, its officers, officials, employees, agents and volunteers shall be excess of the KSM'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 KSM'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 no less than A: VII, unless otherwise acceptable to the City of Sunnyvale.

#### Verification of Coverage

KSM shall furnish the City with original Certificates of Insurance, naming the City as additional insured on the General Liability policy, and endorsements affecting the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. City shall be provided with updated Certificates prior to any expiration date of coverage.

- D. KSM shall fill out and forward to the City an accident report for any injury that takes place in and around the Restaurant within twenty-four (24) hours of KSM becoming aware of such injury.

### **VII. TERMINATION, REMOVAL, DEFAULT, BANKRUPTCY**

- A. Upon expiration of the term of this Agreement, or upon the sooner termination of such term from whatever cause, KSM:
1. May remove any and all furnishings, equipment, merchandise and supplies purchased by KSM that is not part of the Capital Equipment and Improvement list attached and incorporated as Exhibit "B" and noted in their annual inventory list provided in writing to the City; provided, however, that:

- a) KSM is not then in default in the payment of any fees, portion of gross revenue or any other monies required to be paid to City, or in the performance of any duty, obligation, covenant or agreement contained herein;
  - b) KSM shall leave the Restaurant in good order, condition and state of repair, reasonable wear and tear and damage by the elements excepted, together with any alterations, changes, additions or improvements thereto; and,
  - c) KSM shall be responsible for any damage to the Restaurant occasioned by the removal of any furnishings, or equipment; and for such damage, if any, City shall have lien on said items of personal property until such damages be paid. The City lien is additional security for performance of the Agreement obligations and supersedes any other creditor lien.
- 2. Shall peaceably and quietly leave, surrender and yield up to City the Restaurant.
  - 3. If KSM is entitled to remove any item of personal property described in Section 1, and such item is not so removed within thirty (30) days of termination of the agreement, then such property shall be deemed abandoned by KSM and absolute title thereto shall immediately vest in City and may be disposed of by City as it sees fit.

B. City reserves the right to terminate this Agreement:

- 1. If at any time KSM is in default in the payment of any fees, or any other monies required to be paid to City, or in the performance of any duty, obligation, covenant or agreement contained herein (time expressly declared to be of the essence), upon fifteen (15) days written notice to KSM and KSM fails to correct such default within said fifteen (15) day period; provided, however, that:
  - a) KSM shall not be entitled to and expressly waives any other form of demand or notice (written or oral);

- b) City shall have the full right, at its election, to enter the Restaurant and take immediate and sole possession thereof;
    - c) City shall have the right to bring suit for and collect all fees and any other monies required to be paid to City and which shall have accrued up to the time of entry described above;
    - d) Upon such termination, this Agreement and all rights and privileges herein licensed shall become void to all intents and purposes whatsoever; or,
  - 2. If KSM fails to keep in full force and effect at any time the policies of insurance or faithful performance deposit required above upon five (5) days written notice to KSM and KSM fails to correct such default within said five (5) day period.
- C. City may terminate this Agreement for convenience, in its sole discretion, by providing at least ninety days (90) days advance written notice to KSM of such decision. Termination shall be effective following expiration of the notice period and payment of the Management Fee (including the remaining balance if before the initial 2-year period in accordance with Section IV.A.1 above) or any applicable Incentive Management Fee in full for the period through and including the termination date.
- D. This Agreement and all rights and privileges herein licensed shall immediately (and without any demand or notice written or oral) cease, determine, come to an end, and become void, and the City immediately may enter the Restaurant and take immediate and sole possession thereof, without prejudice to the right of City to recover from Agreement all unpaid fees or any other monies required to be paid to City and which shall have accrued up to the time of the entry described above, if:
- 1. KSM at any time during the term of this Agreement become insolvent, or if proceedings in bankruptcy shall be instituted by or against KSM, or if

KSM shall be adjudged bankrupt or insolvent by any court, or if a receiver or trustee in bankruptcy or a receiver of any property of KSM shall be appointed in any suit or proceeding brought by or against KSM, or if KSM shall make an assignment for the benefit of creditors, or if any action is taken against or suffered by KSM under any insolvency or bankruptcy act.

- E. In the event of termination of the Agreement, because of the default of KSM upon any of the grounds set forth above or in the event of the automatic termination of this Agreement, City reserves the right to remove any personal property belonging to KSM from the Restaurant and to store such personal property at the sole cost and expense of KSM, and City shall have a lien on such personal property for and until all and any storage charges are paid.
- F. KSM reserves the right to terminate this Agreement if at any time City is in default in the performance of any material duty, obligation, covenant or agreement contained herein (time expressly declared to be of the essence), upon fifteen (15) days written notice to City and City fails to correct such default within said fifteen (15) day period. Upon mutual written agreement of the parties, the Agreement may be terminated without cause prior to the end of the agreement term.
- G. IN NO EVENT SHALL EITHER KSM OR CITY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT OR PERFORMANCE OR NON-PERFORMANCE HEREUNDER (INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST BUSINESS AND LOSS OF GOODWILL) EVEN IF ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

#### **VIII. PROHIBITIONS**

- A. KSM shall not do any of the following acts, except as herein otherwise provided:
  - 1. Assign or transfer this Agreement or any of the rights or privileges herein licensed, or any part thereof. The Agreement is personal to KSM and any attempt to transfer or assign this Agreement shall terminate it.



2. This Agreement cannot be assigned involuntarily or by operation or process of law.
3. Make any alterations, changes, or additions to the Restaurant occupied by KSM, or to any fixtures or equipment owned by City without first having obtained written consent of City thereto, provided that any alterations, changes or additions consented to shall be at the sole cost of KSM and shall become the property of City upon termination of this Agreement, for whatever cause.
4. Let, sublet, sublicense or assign any or all portions of the Restaurant occupied by KSM.
5. Commit, permit or allow any nuisance or waste in, or injury to, any of the portions of the Restaurant, or to permit the use of any of such portions of the Restaurant for any illegal purpose.
6. Bind or attempt to bind City to any contracts or obligations of any nature.
7. In accordance with Council Policy 5.1.6 “Wage Theft Prevention Policy”, attached and incorporated as Attachment “C”, the following requirements shall apply:

If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision or order finding that Contractor or an subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or Contractor learns of such a judgment, decision, or order that was not previously disclosed, Contractor shall inform the City no more than fifteen (15) days after the judgment, decision or order becomes final or of learning of the final judgment, decision or order. Contractor and its subcontractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the City with documentary evidence of compliance with the final judgment, decision or order within five (5) days of satisfying the final

judgment, decision or order. The City reserves the right to require Contractor to enter into an agreement with the City regarding the manner in which any such final judgment, decision, or order will be satisfied.

## **IX. FORCE MAJEURE**

- A. An act or event is a “Force Majeure Event” if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party has been unable to overcome such act or event with the exercise of due diligence (including the expenditure of commercially reasonable sums). Subject to the foregoing conditions, “Force Majeure Event” shall include the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning, volcanic eruption and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion; (iv) Changes in applicable law or other action by a Governmental Authority, including a moratorium on any activities related to this Agreement; and (v) the impossibility for one of the Parties, despite its reasonable efforts, to obtain, in a timely manner, any approval by a governmental authority necessary to enable the affected Party to fulfill its obligations in accordance with this Agreement, provided that the delay or non-obtaining of such approval by a governmental authority is not attributable to the Party in question and that such Party has exercised its commercially reasonable efforts to obtain such approval.
- B. Except as otherwise specifically provided in this Agreement, neither Party shall be considered in breach of this Agreement or liable for any delay or failure to comply with the Agreement, if and to the extent that any failure or delay in such Party’s performance of one or more of its obligations hereunder is attributable to the occurrence of a Force Majeure Event; provided, that the Party claiming relief

under this Article shall (i) notify the other Party, in writing, of the existence of the Force Majeure Event as soon as reasonably practicable and in any event within five (5) business days after becoming aware of such existence, (ii) immediately exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure Event, (iii) immediately notify the other Party, in writing, of the cessation or termination of said Force Majeure Event, and (iv) resume performance of its obligations hereunder as soon as practicable thereafter.

- C. If any Force Majeure Event shall have occurred that has affected KSM's performance of its obligations hereunder and has continued for a period of one hundred twenty (120) consecutive days or one hundred eighty (180) days in the aggregate, then either party shall be entitled to terminate this Agreement upon thirty (30) days written notice to the other.

## **X. NOTICES**

- A. Any action, notice, or request required to be taken, given or made by City hereunder may be taken, given, or made by the City Manager of City or such other person or persons as s/he may authorize for the purpose. All notices, requests, or other papers required to be given or delivered to KSM shall be deemed to be duly and properly given or made if mailed to KSM, postage prepaid, addressed to:

KSM Sunnyvale, LLC  
c/o Kemper Sports Management, Inc.  
500 Skokie Boulevard, Suite 444  
Northbrook, Illinois 60062  
Attention: Steven K. Skinner, Chief Executive Officer

Or, personally delivered to KSM at such address, or at such other address as KSM may designate in writing to City. All notices, requests, or other papers required to be given or delivered to City shall be deemed to be duly and properly given or made if mailed to City, postage prepaid, addressed to:

Director of Public Works  
City of Sunnyvale  
Post Office Box Number 3707  
Sunnyvale, California 94088-3707

Or, personally delivered to Director of Public Works at City Hall, 456 West Olive Avenue, Sunnyvale, California, or at such other address as City may designate in writing to KSM.

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

## **XI. NATURE OF LICENSE; MODIFICATIONS**

- A. This Agreement does not constitute a contract of employment and the relation of master and servant, employer and employee, does not and shall not exist between City and KSM, or any of its employees. KSM is, and at all times shall be, deemed to be an independent contractor.
- B. This Agreement does not constitute a deed or grant of any easement by the City of Sunnyvale and does not constitute a lease or convey any rights associated with a leasehold interest.
- C. No assurances or inducements of any kind, not specifically set forth in the Agreement, have been made to KSM by anyone authorized by City to cause KSM to execute these presents.
- D. Failure of City to insist upon a strict performance of any of the duties, obligations, conditions, covenants or agreements contained in this Agreement shall not be deemed a waiver of any subsequent breach or default in the duties, obligations, conditions, covenants or agreements herein contained.

- E. Rights of City or KSM hereunder shall be cumulative and not alternative and shall be in addition to any and all rights which City shall have as a matter of law.
- F. No agent, officer or employee of City has any authority to vary or extend the term of this Agreement or any duty, obligation, covenant or agreement contained herein, or to make any statements or representations concerning this Agreement, or the rights and privileges set forth herein, except such as are set forth in any written addendum to this Agreement which has been approved by the Council.
- G. This Agreement shall not become effective until receipt by the City of Sunnyvale of an original copy of this Agreement with properly signed endorsement accepting the Agreement subject to the conditions, duties, obligations, covenants or agreements contained herein. This Agreement may be executed in duplicate counterparts.
- H. KSM warrants that the undersigned is authorized by the corporation to execute this Agreement and bind the corporation and shall provide City proof upon request including, but not limited to, Articles of Incorporation or a corporate resolution.
- I. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against the City or KSM.
- J. This Agreement shall be enforced and interpreted under the laws of the State of California and the venue of any action brought under this Agreement shall be in Santa Clara County.
- K. The provisions of this Agreement shall contain the entire agreement between the parties hereto and said Agreement shall not be modified except by a written amendment fully executed by both parties.
- L. If any provision of this Agreement is determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of the Agreement and all such other provisions shall remain in full force and effect.
- M. The parties expressly acknowledge and agree that the Concession License Agreement for Sunnyvale Golf Course dated as of June 1, 2016 by and between

City and KSM is hereby terminated by mutual agreement of the parties effective as of the Effective Date of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST: CITY OF SUNNYVALE ("CITY")

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

APPROVED AS TO FORM: KSM Sunnyvale, LLC

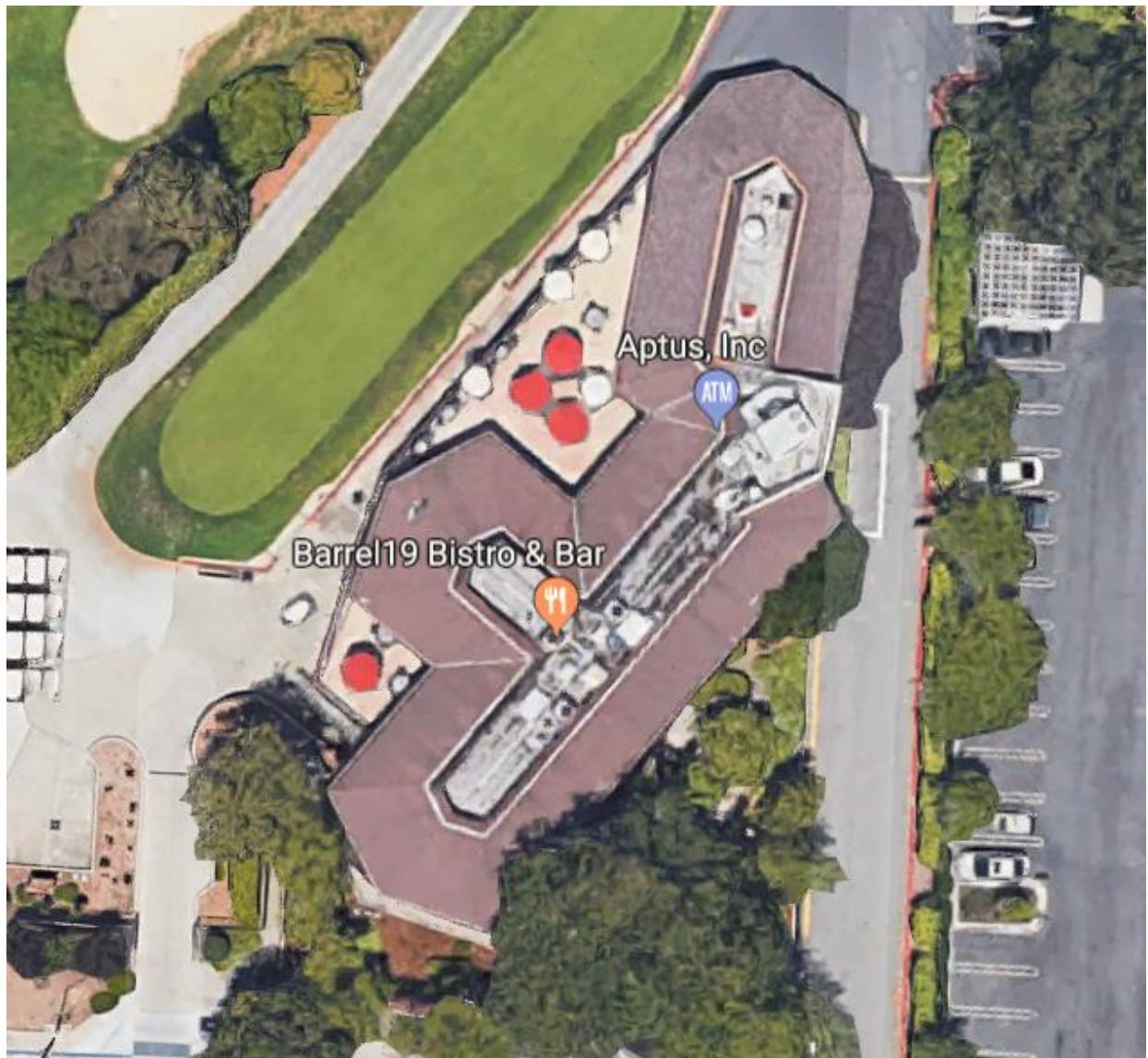
\_\_\_\_\_  
City Attorney By \_\_\_\_\_  
Name:  
Title:

- Exhibit A: Map of Restaurant Areas
- Exhibit B: Capital Equipment and Improvements List
- Exhibit C: Sample of City Advance Funding Form

## EXHIBIT "A"

Upstairs portion of the building located at the below address  
Barrel19 Bistro & Bar

605 Macara Ave.  
Sunnyvale, CA 94085









# EXHIBIT B - Capital Equipment and Improvement List

Account Description	Date	Description	Quantity	Reference	Vendor	Total Cost
Buildings	07/14/16	New Carpet Throughout Building		Carpet	PKS Interiors	\$ 8,280.03
Capital Projects	07/27/16	Alarm System		Rewiring & Install	Bay Alarm Company	\$ 1,362.67
Capital Projects	07/27/16	Alarm System		Rewiring & Install	Bay Alarm Company	\$ 1,081.50
Capital Projects	07/27/16	Alarm System		Rewiring & Install	Bay Alarm Company	\$ 652.50
Start Up Expenses	07/27/16	Repair Bar Coolers		Repair & Maint	Ecolab Equipment Care	\$ 2,611.42
Start Up Expenses	07/27/16	Repair Kitchen Equipment		Repair & Maint	Ecolab Equipment Care	\$ 518.95
Start Up Expenses	07/27/16	Repair Kitchen Equipment		Repair & Maint	Ecolab Equipment Care	\$ 1,459.44
Buildings	08/03/16	Construction on Patio & Resurface		Construction	Custom Concrete Resurfacing Inc	\$ 1,000.00
Capital Projects	08/10/16	Televisions	5	Equipment	Fry's	\$ 2,214.08
Inventory-Supplies	08/16/16	China/Glass/Bar Stools		FF&E Supplies	R.W. Smith & Co - Sunnyvale	\$ 8,924.43
Buildings	08/17/16	Construction on Patio & Resurface		Building	Custom Concrete Resurfacing Inc	\$ 5,000.00
Buildings	08/22/16	Construction on Patio & Resurface		Building	Custom Concrete Resurfacing Inc	\$ 4,000.00
Buildings	08/24/16	Micros Wiring		Micros Wiring	We've Got it Wires Inc	\$ 2,402.45
Start Up Expenses	08/25/16	Sign for B-19 at Street		Building	Silicon Valley Signs	\$ 918.65
Start Up Expenses	08/25/16	Sign for B-19 at Street		Building	Silicon Valley Signs	\$ 516.96
Inventory-Supplies	08/31/16	China/Glass/Bar Stools		FF&E Supplies	R.W. Smith & Co - Sunnyvale	\$ 8,924.43
Computer Equipment	09/21/16	POS System		Equipment	Micros Leasing	\$ 6,065.45
Start Up Expenses	12/15/16	Espresso Machine	1	Equipment	Starbucks	\$ 5,689.00
Start Up Expenses	12/15/16	Espresso Machine	1	Equipment	Starbucks	\$ 10,811.93
Buildings	03/04/17	Dishwasher Drain Repair & Replace		Building	Plumbing Issuse	\$ 2,850.00
Buildings	03/04/17	Dishwasher Drain Repair & Replace		Building	Draing repair	\$ 350.00
Buildings	03/04/17	Dishwasher Drain Repair & Replace		Building	Draing repair	\$ 300.00
Start Up Expenses	04/14/17	Reach-In Freezer	1	Equipment	Meyers Restaurant Supply	\$ 4,880.54
Start Up Expenses	04/14/17	Banquet Charis	150	Equipment	Meyers Restaurant Supply	\$ 4,162.50
Start Up Expenses	04/14/17	Table Top Covers	6	Equipment	Meyers Restaurant Supply	\$ 294.84
Start Up Expenses	04/14/17	Folding Tables - 18" x 60"	14	Equipment	Meyers Restaurant Supply	\$ 1,011.64
Start Up Expenses	04/14/17	Banquet Table - Round 71"	15	Equipment	Meyers Restaurant Supply	\$ 2,775.75
Start Up Expenses	04/14/17	Banquet Table - Round 48"	1	Equipment	Meyers Restaurant Supply	\$ 80.76
Start Up Expenses	05/30/17	Deep Fryers - Meyers Restaurant	1	Equipment	Meyers Restaurant Supply	\$ 5,441.18
Start Up Expenses	07/28/17	Double Convection Ovens	1	Equipment	Meyers Restaurant Supply	\$ 8,126.30
Start Up Expenses	07/28/17	Sandwich Prep Table	1	Equipment	Meyers Restaurant Supply	\$ 2,087.45
Start Up Expenses	07/28/17	Movable Gas Connector	2	Equipment	Meyers Restaurant Supply	\$ 235.54
Buildings	07/14/16	Start of Construction for Barrel 19 Bistro & Bar @ 605 Macara Ave.		Construction	Jason Y LI	\$ 8,212.50
Buildings	07/20/16	20% after Demolition		Construction	Jason Y LI	\$ 6,570.00
Buildings	08/03/16	for electrical, plumbing and framing to begin		Construction	Jason Y LI	\$ 6,570.00
Buildings	08/03/16	Electrical Addition for coffee maker		Construction	Jason Y LI	\$ 1,650.00
Buildings	08/10/16	Health Dept. floor and wall repairs: Total cost \$4,000.00. Paid amount \$2,500.00. Balance after completion \$1,500.00		Construction	Jason Y LI	\$ 2,500.00
Buildings	08/10/16	Additional electricals for single faze POS Health Dept. floor and wall repairs: Total cost \$4,000.00. Paid amount \$2,500.00. <b>Balance after completion \$1,500.00</b>		Construction	Jason Y LI	\$ 650.00
Buildings	10/31/16	\$4,000.00. Paid amount \$2,500.00. <b>Balance after completion \$1,500.00</b>		Construction	Jason Y LI	\$ 1,500.00
Buildings	08/31/16	20% after rough inspection in complete		Construction	Jason Y LI	\$ 6,570.00

<b>Grand total</b>	<b>\$ 139,252.89</b>
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# EXHIBIT C -Sample of City Advance Funding Form



August 7, 2018

City of Sunnyvale  
ATTN: Chip Taylor  
456 W. Olive Ave.  
Sunnyvale, CA 94086

## September 2018 Startup Funding Request

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### September 2018 Account Funding

Payroll Account	45,000
Operating Expense Account	17,000
Startup Inventory (Estimate)	<u>18,000</u>
	80,000

### Notes:

One Month of projected payroll  
One Month of projected expenses  
Estimate of August ending Inventory

**Total** 80,000


**Total Startup Funding Requested for September 2018** 80,000

Please Mail Funds to:

KemperSports Management Inc.  
ATTN: Dina Loomis  
500 Skokie Blvd., Suite 444  
Northbrook, IL 60062

Future requests will include ACH Instructions

Prepared by: Shawn Richter, Director of Accounting



Barrel 19

Summary - Pro Forma

	Actual 2018	% change	Projected 2019	% change	Proposed 2020	% change	Proposed 2021	% change
Total Revenue	\$ 633,829		\$ 848,615	33.9%	\$ 944,255	11.3%	\$ 1,001,908	6.1%
Total Cost of Sales	194,165		254,978		282,278		298,958	
Gross Profit	439,664		593,637		661,976		702,950	
Total Payroll Expense	432,919		453,128		470,197		482,082	
Total Operating Expense	198,615		201,594		203,610		205,646	
Total Expenses	631,534		654,722	3.7%	673,807	2.9%	687,729	2.1%
EBITDA	(\$191,869)		(\$61,085)	-68.2%	(\$11,831)	-80.6%	\$15,221	-228.7%

The information contained in this pro forma is based on assumptions and future events and does not take into account, nor make provision for, any rise or decline in local or general economic conditions and other circumstances that may have significant adverse effects on actual results. These projections have been prepared based on current information available. Kemper Sports cannot, and does not, warrant or guarantee the information contained in this pro forma to be a projection of actual results of the operation of this facility



# City of Sunnyvale

## Agenda Item

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18-0676

Agenda Date: 8/14/2018

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### REPORT TO COUNCIL

#### **SUBJECT**

Resolution Adopting Council Policy 4.4.1 Establishing a Suicide Prevention Policy

#### **BACKGROUND**

Suicide is one of the leading causes of death in the United States and is the 11<sup>th</sup> leading cause of death in the State of California. The City of Sunnyvale has experienced the tragedy of suicide within its community: records show that 110 Sunnyvale residents ended their own lives from 2007 to 2016, 40% of whom were over the age of 55.

Statistical evidence indicates that suicide is a public health issue that affects residents of all ages, races, gender and other social characteristics. These incidents affect not only individuals, but also their families and the entire community, making suicide prevention a matter requiring community action.

In 2010 and 2011, Santa Clara County adopted and revised a countywide Suicide Prevention Strategic Plan. Best practices and strategies for suicide prevention are currently being employed by the Santa Clara County agency for Behavioral Health Services, the National Council for Behavioral Health, the National Alliance on Mental Illness, and the World Health Organization. Cities throughout Santa Clara County, including Palo Alto, Milpitas, Los Gatos, and Morgan Hill, have adopted resolutions establishing suicide prevention policies within their jurisdictions.

#### **EXISTING POLICY**

**Community Vision Goal IV Safe and Healthy Community:** To maintain Sunnyvale's traditional high level of public health and safety, so all residents, employees and visitors feel safe at all times and in all places in the City.

**General Plan Goal SN-3 Safe and Secure City:** Ensure a safe and secure environment for people and property in the community by providing effective public safety response and prevention and education services.

#### **ENVIRONMENTAL REVIEW**

The action being considered does not constitute a "project" with the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

#### **DISCUSSION**

Suicide is a complex issue and a difficult discussion topic for most people; therefore, suicide prevention efforts require coordination and collaboration among a broad section of stakeholders in

health care, education, the private sector, government agencies and the media. *These efforts must be comprehensive and integrated, as no single approach on its own can make an impact on an issue as challenging as suicide.*

Behavioral health experts agree that suicide is preventable. There is also empirical data suggesting that people who attempt suicide are often in need of mental health services. The stigma associated with seeking mental health services is one of the challenges facing individuals and families who are impacted by suicide.

There are several strategies that can be implemented within the community to face this challenge, and to prevent suicide and suicide attempts. These include:

- Reducing access to means of suicide;
- Initiating a healthy dialogue about the difficult topic of suicide throughout the community, for residents of all ages, races, gender and other social characteristics;
- Responsible reporting by media and by City employees on social media;
- Reducing the stigma associated with mental illness and with seeking mental health care;
- Early identification, treatment and care of people with mental and substance use disorders, chronic pain and acute emotional distress;
- Training of non-specialized health workers, teachers, parents, etc. in the assessment and recognition of suicidal behavior; and
- Follow-up care for people who have attempted suicide and identification of resources that will deliver needed support to individuals and families.

This City of Sunnyvale Department of Public Safety (DPS) currently maintains a Critical Incident/Crisis Intervention policy. That policy addresses situations with members of the community who either express the desire to, attempt to, or succeed in ending their lives by suicide. It includes:

- Responsible reporting of suicide or attempted suicide to the community and the media;
- Raising Suicide Prevention awareness using social media;
- Distribution and availability of public education materials;
- Public access to prevention and intervention resources through social media, such as the Crisis Text Line;
- Ongoing Crisis Intervention employee training;
- Ongoing Critical Incident/Stress Management employee training; and
- Ongoing employee Health and Wellness training.

The proposed City Council Policy establishing the Suicide Prevention Policy is contained in Exhibit A to the attached resolution (See Attachment 1) and will expand existing City programs and practices by supporting the current strategies and best practices of the Santa Clara County Behavioral Health Services, the National Council for Behavioral Health, the National Alliance on Mental Illness, and the World Health Organization.

The proposed City Council Policy also supports the development and implementation of effective and relevant educational programs that promote healthy emotional and social development of residents. Programs may include:

- Opening the dialogue about the impact of suicide on individuals, families and the community;
- Helping individuals develop strategies for reducing stress, effective coping skills and effective methods for problem solving; and
- Fostering resilience in community members who seek assistance or who are identified as at-risk.

**FISCAL IMPACT**

Funds to implement this policy may be provided when available, but may also be sought through donations, grants, partnerships, and other outside sources.

**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**

Adopt a Resolution Adopting Council Policy 4.41 Establishing a Suicide Prevention Policy

Prepared by: Elaine Ketell, Management Analyst

Reviewed by: Shawn Ahearn, Captain, Department of Public Safety

Reviewed by: Chief Phan S. Ngo, Director, Department of Public Safety

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

**ATTACHMENTS**

1. Resolution

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF SUNNYVALE ESTABLISHING A CITY SUICIDE  
PREVENTION POLICY**

WHEREAS, suicide caused 4,167 deaths in the State of California in 2017, which equals twice those killed in homicides; it has also been identified as the third leading cause of death for those between the ages of 10-24; and

WHEREAS, the City of Sunnyvale ("City") recognizes suicide as a public health issue that affects residents of all ages, races, gender and other social characteristics; and

WHEREAS, the City is not immune to these tragedies, having suffered incidents involving residents who either express the desire to, attempt to, or succeed in ending their lives by suicide; and

WHEREAS, these incidents affect individuals, families and the entire community, making suicide prevention a matter requiring community action; and

WHEREAS, the City Council wishes to acknowledge the need to increase awareness and understanding of suicidal deaths, and actively provide information to the community about suicide prevention, including through various social media platforms; and

WHEREAS, effective public policy should include educating the community about suicide risk factors, warning signs, how and where to report threats of suicide or those who show signs of being at risk, and removing the stigma associated with mental health treatment, recovery and resiliency; and

WHEREAS, in order to promote the objectives described in this resolution, the City Council desires to adopt a Suicide Prevention Policy to increase awareness and understanding of suicidal deaths and to provide information to the community about suicide prevention.

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

1. The City Council hereby adopts the City of Sunnyvale Suicide Prevention Policy, a copy of which is attached hereto as Exhibit A, to be incorporated into the City Council Policy Manual as Policy 4.4.1, and supports the efforts outlined therein.

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

AYES:

NOES:

ABSTAIN:

ABSENT:

RECUSAL:

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

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



## **Policy 4.4.1      Suicide Prevention**

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### **POLICY PURPOSE:**

This policy pledges the City of Sunnyvale to promote community engagement that will result in planning, implementation and evaluation strategies for: suicide prevention and intervention through education; support and promotion of aftercare services; and support and promotion of a healthy and more accepting public perception of the importance of and need for quality mental health care.

### **POLICY STATEMENT:**

Suicide is one of the leading causes of death in the United States, and it is the 11<sup>th</sup> leading cause of death in the State of California. The City of Sunnyvale has experienced the tragedy of suicide within its community. There are strategies that can be implemented to prevent suicide and suicide attempts. These include:

- Reducing access to means of suicide
- Initiating a healthy dialogue about the difficult topic of suicide throughout the community, for residents of all ages, races, gender and other social characteristics
- Responsible reporting by media and by City employees on social media;
- Reducing the stigma associated with mental illness and with seeking mental health care;
- Early identification, treatment and care of people with mental and substance use disorders, chronic pain and acute emotional distress;
- Training of non-specialized health workers, teachers, parents, etc. in the assessment and recognition of suicidal behavior;
- Follow-up care for people who have attempted suicide and identification of resources that will deliver needed support to individuals and families.

Suicide is a complex issue and a difficult discussion topic for most people; therefore, suicide prevention efforts require coordination and collaboration among a broad section of stakeholders in health care, education, the private sector, government agencies and the media. *These efforts must be comprehensive and integrated, as no single approach on its own can make an impact on an issue as challenging as suicide.*

- (1) **Goal 4.4.1A:** Advance the current strategies and best practices of the Santa Clara County Behavioral Health Services, the National Council for Behavioral Health, the National Alliance on Mental Illness, and the World Health Organization.

## COUNCIL POLICY MANUAL

- (2) **Goal 4.4.1B:** Support the development and implementation of effective and relevant educational programs that promote healthy emotional and social development of residents. These programs may include, but will not be limited to:
- A) Opening the dialogue about the impact of suicide on individuals, families and the community;
  - B) Helping individuals develop strategies for reducing stress, effective coping skills and effective methods for problem solving; and
  - C) Fostering resilience in community members who seek assistance or who are identified as at-risk.
- (3) Funds to implement this policy shall be provided when available, but will also be sought through donations, grants, partnerships, and other outside sources.

((Adopted: RTC # 18-0676 (08/14/2018).))

Lead Department: Department of Public Safety

For reference, see also: Santa Clara County Suicide Prevention Strategic Plan, revised March 2011



# City of Sunnyvale

## Agenda Item

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18-0673

Agenda Date: 8/14/2018

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### REPORT TO COUNCIL

#### **SUBJECT**

Adopt a Resolution Establishing the New Classification of Budget Manager and Amending the City's Salary Resolution to Update the Schedule of Pay to Add the Budget Manager Classification and Increase the Pay Range of the Assistant Director of Finance Classification

#### **BACKGROUND**

The City is organized into eleven departments. The size of each department varies based on operational need, but each is managed by a Director. Departments with sufficient need also have an Assistant Director position to support the Director in administering the operations, programs, and projects of the department. Three departments currently have Assistant Director positions: Public Works, Community Development, and Finance.

The Department of Finance also has a Budget Division, currently staffed by three budget analysts and managed by the Assistant Director. The division is responsible for the development and production of the City-wide annual budget, supports budget monitoring across the City, and performs analytical work related to delivery of services by City departments. The task of managing the Budget Division and performing higher level analytical work related to the budget falls to the Assistant Director. In order to provide a higher level of analytical support to the Director and the Assistant Director of Finance regarding the budget, staff is proposing to create a new classification of Budget Manager.

#### **EXISTING POLICY**

Council Policy 7.3.1 Legislative Management - Goals and Policies, Goal 7.3D: Maintain a quality work force, consistent with state and federal laws, City Charter, and adopted policies in order to assure that City services are provided in an effective, efficient, and high quality manner.

#### **ENVIRONMENTAL REVIEW**

The action being considered does not constitute a "project" with the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

#### **DISCUSSION**

The Assistant Director of Finance provides several key functions in support of the department. The position participates in developing goals and objectives of the department, monitoring fiscal operations, analyzing and recommending strategies for improvements, and assisting the Director of Finance in the day-to-day operational management of the department. Additionally, the position manages large and complex projects as assigned by the Director, for example, the implementation of a new Enterprise Resource Planning (ERP) System. The position also provides high-level analysis

and recommendations during labor negotiations, and therefore is classified as Confidential.

The Assistant Directors of Public Works and Community Development currently have an annual salary range up to \$182,946, while the Assistant Director of Finance has an annual salary range up to \$173,601. The recommended change would increase the annual salary range of the Assistant Director of Finance to make it consistent with the other Assistant Director classifications. The Assistant Director of Finance position is currently vacant and aligning the salary range with the other positions will provide for a competitive pay range to attract a qualified candidate.

In addition, the Budget Manager will be responsible for managing the Budget Division in the Department of Finance. The Budget Manager will lead the development of the city-wide budget, manage the City's new budget system, lead budget monitoring, interact regularly with other departments, and provide a higher level of analytical support to the Assistant Director of Finance and the Director of Finance.

### **FISCAL IMPACT**

The fiscal impact of aligning the compensation of the Assistant Director of Finance with other Assistant Directors is approximately \$12,000 annually or approximately \$305,000 over twenty years. The cost for the conversion of the Budget Analyst I/II to Budget Manager is approximately \$30,000 per year and was included in the FY 2018/19 Budget. Funding for the Department of Finance is provided through both the General Fund and the city's enterprise funds. The cost of the adjustment for the Assistant Director can be absorbed in the current budget for the Department of Finance and adjusted in the FY 2019/20 Budget.

### **PUBLIC CONTACT**

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

### **ALTERNATIVES**

1. Adopt a Resolution Establishing the New Classification of Budget Manager and Amending the City's Salary Resolution to Update the Schedule of Pay to Add the Budget Manager Classification and Increase the Pay Range of the Assistant Director of Finance Classification.
2. Do Not Adopt a Resolution Establishing the New Classification of Budget Manager and Amending the City's Salary Resolution to Update the Schedule of Pay to Add the Budget Manager Classification and Increase the Pay Range of the Assistant Director of Finance Classification.

### **STAFF RECOMMENDATION**

Alternative 1: Adopt a Resolution Establishing the New Classification of Budget Manager and Amending the City's Salary Resolution to Update the Schedule of Pay to Add the Budget Manager Classification and Increase the Pay Range of the Assistant Director of Finance Classification

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

Approved by: Kent Steffens, City Manager

**ATTACHMENTS**

1. Resolution Establishing the New Classification of Budget Manager and Amending the City's Salary Resolution to Update the Schedule of Pay to Add the Budget Manager Classification and Increase the Pay Range of the Assistant Director of Finance Classification

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUNNYVALE AMENDING RESOLUTION NOS. 143-77 AND 190-05, TO ADD A NEW CLASSIFICATION OF BUDGET MANAGER TO THE CLASSIFICATION PLAN OF THE CIVIL SERVICE; AND TO UPDATE THE SCHEDULE OF PAY OF THE CITY'S SALARY RESOLUTION TO INCLUDE THE NEW CLASSIFICATION, AND INCREASE THE PAY RANGE FOR THE ASSISTANT DIRECTOR OF FINANCE CLASSIFICATION**

WHEREAS, at the request of the Finance Department, Human Resources staff proposed an amendment to the Classification Plan of the Civil Service of the City of Sunnyvale to add the newly-established job classification of "Budget Manager," and an increase to the salary range of the Assistant Director of Finance to make it consistent with the other Assistant Director classifications in the City; and

WHEREAS, the City Council, having considered such proposals and recommendations, desires to approve the amendment to the Classification Plan of the Civil Service, to make corresponding changes to the City's Salary Resolution, and to increase the salary range of the Assistant Director of Finance.

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

1. The City Council hereby approves an amendment to the Classification Plan of the Civil Service as follows:
  - a. Create the classification of Budget Manager (0364) with a pay range of \$136,659 (Min. range/ Step 1) to \$160,774 (Max. range/ Step 6) annually.
2. Except as herein modified, the Classification Plan, Resolution No. 143-77, as amended, shall remain in full force and effect.
3. Resolution No. 190-05 (the City's Salary Resolution) is hereby amended by adding the new classification of Budget Manager and increasing the pay range of Assistant Director of Finance to the schedule of pay (salary table) as set forth in Exhibit A, attached and incorporated by reference, to implement the changes described in this resolution. Except as herein modified, Resolution No. 190-05, as amended, shall remain in full force and effect.
4. The Salary Resolution amendments and pay rates noted above shall be effective August 26, 2018.

Adopted by the City Council of the City of Sunnyvale at a regular meeting held on \_\_\_\_\_, 2018, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

RECUSAL:

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

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



# City of Sunnyvale

## Agenda Item

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**18-0554**

**Agenda Date:** 8/14/2018

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Tentative Council Meeting Agenda Calendar





# City of Sunnyvale

## Tentative Council Meeting Agenda Calendar

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### **Tuesday, August 28, 2018 - City Council**

#### **Public Hearings/General Business**

- 18-0624** Approve City's Response to the 2017-2018 Santa Clara County Civil Grand Jury Report Titled, "Affordable Housing Crisis: Density is our Destiny".
- 18-0679** Proposed Project: Introduce an Ordinance to Rezone two lots - Change the zoning from R-1 (Low Density Residential) to R-0 (Low Density Residential) for two lots.  
File #: 2018-7309  
Location: 932 Eleanor Way and 1358 Hampton Drive (APNs: 313-01-033, 313-01-034)  
Zoning: R-1  
Applicant / Owner: Cyrus Fakhari (applicant and owner)  
Environmental Review: The project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3).  
Project Planner: Shétal Divatia, (408) 730-7637, sdivatia@sunnyvale.ca.gov
- 18-0667** Authorize the City Manager to Execute the Second Amendment to the Agreement Between the City of Sunnyvale and the VTA for the SR237/US 101/Mathilda Avenue Interchange Improvement Project to extend the term until December 31, 2020, increasing the not to exceed amount of the City's financial contribution from \$8,000,000 to \$25,000,000 and other minor amendments.
- 18-0699** Endorse the Slate of Candidates for the League of California Cities Peninsula Division 2018-2019 Election of Officers
- 18-0706** Designate a Voting Delegate and Alternate for the League of California Cities Annual Conference
- 18-0696** Approval of Budget Modification No. 4 in the Amount of \$55,000 for the North County Gun Buyback Program

### **Wednesday, September 5, 2018 - City Council**

#### **Public Hearings/General Business**

- 18-0720** Proposed Project: RESOURCE ALLOCATION PERMIT To allow a 100 square foot second-floor addition to the rear of an existing two-story home, resulting in 2,687 square feet and 41.3% floor area ratio.

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Location: 550 South Francis Street (APN: 209-30-022)  
File #: 2018-7525  
Zoning: R-0  
Applicant / Owner: Art Prindle Construction Inc. (applicant) / Justin and Kathy Welsh (owner)  
Environmental Review: Categorically Exempt Class 1  
Project Planner: Shila Behzadiaria, (408) 730-7456,  
sbehzadiaria@sunnyvale.ca.gov

**Tuesday, September 11, 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**

**18-0405**                    Adopt the Americans with Disabilities Act (ADA) Self-Evaluation & Transition Plan

**18-0630**                    Approve by a Separate Resolution to Delegate Authority to Bay Area Water Supply & Conservation Agency to Negotiate Amendments to the 2009 Water Supply Agreement with San Francisco Public Utilities Commission

**18-0677**                    File #: 2017-7379  
Location: 311 South Mathilda Avenue (APN: 165-13-050)  
Proposed Project:      Appeal by the Residents of Charles Street 300/400 Block of a decision by the Planning Commission to conditionally approve: SPECIAL DEVELOPMENT PERMIT to redevelop a commercial site (Denny's) into a five-story mixed-use building consisting of 4,860 square feet of restaurant floor area (Denny's) and 75 residential units (rental apartments) utilizing the State Density Bonus and City's Green Building Incentive for density bonus.  
VESTING TENTATIVE MAP to create 75 residential condominium units and 1 commercial condominium unit.  
Zoning: DSP15 - Downtown Specific Plan Block 15  
Applicant / Owner: Lane Partners (applicant) / C B Development 5no Five Inc (owner)  
Environmental Review: Mitigated Negative Declaration  
Project Planner: Momoko Ishijima, (408) 730-7532,  
mishijima@sunnyvale.ca.gov

**18-0717**                    Amend the Minimum Wage Ordinance to delay future CPI adjustments from January 1, 2019 to January 1, 2020, and limit future CPI increases to a maximum of five (5) percent

**Tuesday, September 25, 2018 - City Council**

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## **Study Session**

**18-0687**                      6 P.M. SPECIAL COUNCIL MEETING (Study Session)  
Cleanwater Program Rebuild Costs

## **Special Order of the Day**

**18-0302**                      SPECIAL ORDER OF THE DAY - Arts and Humanities Month

## **Public Hearings/General Business**

**18-0010**                      Appoint Applicants to Boards and Commissions

**18-0671**                      Certification of the Final Environmental Impact Report for the Civic Center  
Modernization Master Plan

**18-0693**                      Proposed Project:      Appeal of a decision of the Planning Commission  
denying a DESIGN REVIEW to allow a new two-story, single-family home  
resulting in 5,480 square feet (3,957 square feet living area, 825 square feet  
garage, and a 698 square feet attached ADU) and (59%) floor area ratio. The  
FAR without the ADU is 51%. Existing home to be demolished.  
Location: 1441 Norman Drive (APN: 313-14-041)  
File #: 2018-7190  
Zoning: R-1 (Low Density Residential)  
Applicant / Owner: Team2 Architecture + Design, Shilpa Pathare (applicant) /  
Nirmal Sharma Trustee & et al (owner)  
Environmental Review: A Class 3 Categorical Exemption relieves this project  
from California Environmental Quality Act (CEQA) provisions. Class 3(a)  
Categorical Exemptions includes construction of one-single family residence  
in a residential zone.  
Project Planner: Teresa Zarrin, (408) 730-7429, tzarrin@sunnyvale.ca.gov

## **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

## **Special Order of the Day**

**18-0611**                      SPECIAL ORDER OF THE DAY - Ceremonial Oath of Office for Commission  
Members

## **Public Hearings/General Business**

**18-0025**                      Agenda items pending- to be scheduled

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**Tuesday, October 30, 2018 - City Council**

**Study Session**

- 18-0716**                      6 P.M. SPECIAL COUNCIL MEETING (Study Session)  
Presentation on Public Safety Bureau of Fire Services Standards of Cover

**Public Hearings/General Business**

- 18-0026**                      Agenda items pending- to be scheduled

**Tuesday, November 13, 2018 - City Council**

**Study Session**

- 18-0509**                      5:30 P.M. SPECIAL COUNCIL MEETING (Study Session)  
Joint Meeting of City Council with Board and Commission Chairs and Vice  
Chairs to Review and Improve Overall Effectiveness of Commission Meetings

**Public Hearings/General Business**

- 18-0186**                      2018 3rd Quarterly Consideration of General Plan Amendment Initiation  
Requests
- 18-0289**                      Updates to the Murphy Station Heritage Landmark District Design Guidelines

**Tuesday, November 27, 2018 - City Council**

**Public Hearings/General Business**

- 18-0653**                      Approve the Bernardo Avenue Undercrossing Design Options and Selection  
of a Preferred Design Alternative

**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  
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

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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

**Tuesday, January 15, 2019 - City Council**

**Public Hearings/General Business**

**18-0032** Agenda items pending- to be scheduled

**Tuesday, January 29, 2019 - City Council**

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**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**                      Information only - 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

**18-0416**                      Eco-district Feasibility and Incentives (Study Issue ESD 13-05C)



# City of Sunnyvale

## Agenda Item

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**18-0711**

**Agenda Date:** 8/14/2018

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Information/Action Items

## 2018 INFORMATION/ACTION ITEMS COUNCIL DIRECTIONS TO STAFF

Date Assigned	Directive/Action Required	Dept	Due Date	Completed
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 5/15/18.)	CDD	Sept 2018	
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	Sept 2018	
5/8/18	Work with Oath and other partners to place signage by the Bay Trails to notify residents of the parking available in the Oath parking lot. Include additional noticing to residents of this parking option. Provide status report in Update Sunnyvale.	DPW	July 2018	
5/8/18	Staff to research any other available off-road parking for the Bay Trails and provide an update by the end of the year.	DPW	12/18/18	
5/8/18	Provide information report to Council on the findings when the speed survey for Caribbean is complete.	DPW	Aug 2018	
5/8/18	Update Council Policy 7.1.1 – Fiscal – Long Range Goals and Financial Policies and bring back for Council adoption.	FIN	Sept 2018	
5/8/18	Determine appropriate schedule (quarterly or annually) and distribute investment report to Council.	FIN	June 2018	July 2018
5/25/18	Provide more information on the connection between sales tax generation and land uses	OCM	Aug 2018	
5/25/18	Bring back the sales tax chart by city when the Council considers the El Camino Real Precise Plan update	CDD	Spring 2019	
5/25/18	Provide more information on adopted zero waste goals and projections of future diversion rates	ESD	July 2018	8/3/18
6/12/18	Provide a copy of charter language that identifies the 30-year timeframe and what action the City needs to take to start the new 30-year timeframe.	OCA	7/31/18	7/31/18
6/26/18	Schedule a study session to discuss the rebuild of the Water Pollution Control Plant to identify the original budget projections for each phase. Include the original projections to what has been spent, in addition to any new projections for future phases.	FIN	9/25/18	
7/17/18	Staff to work with the Chamber of Commerce in gathering information or making a recommendation on what options may be available to the hotels to encourage occupancy on the weekend.	OCM	Jan. 2019	



## 2018 NEW STUDY/BUDGET ISSUES SPONSORED BY COUNCIL

Date Requested	Study Issue Title	Sponsors	Dept	Approved by City Manager
6/12/18	Prepare a study issue on business license tax as part of revenue strategy. Look at current structure, is it achieving our goals. Evaluate the cap on employers with employee numbers and evaluate the cap on dollars per employee that is charged.	Larsson, Goldman	FIN	
7/17/18	Study issue paper on the aesthetics for small cell towers.	Hendricks, Melton, Smith, Klein, Larsson, Goldman	CDD	
7/17/18	Study Issue paper banning candied flavored tobacco products	Hendricks, Melton, Klein	DPS	
7/17/18	Study issue paper on a policy designating the Mayor the authority to determine any flags that may be flown at the Civic Center in recognition of organized groups, e.g., gay pride, domestic violence.	Hendricks, Smith, Klein, Griffith, Melton	OCM	
7/31/18	Move that council consider an ordinance for the Right to Lease for 6 and 12 Months	Smith, Hendricks, Klein, Goldman	CDD	