City of Sunnyvale

Notice and Agenda

City Council

Tuesday, June 11, 2019	**4:30 PM**	**Council Chambers and West Conference Room, City Hall, 456 W. Olive Ave., Sunnyvale, CA 94086**

Special Meeting: Closed Session - 4:30 PM | Study Session - 5:30 PM | Regular Meeting - 7 PM | Special Joint Meeting of the City Council and the Sunnyvale Financing Authority- 7 PM (or as soon thereafter as the matter may be heard)

4:30 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

19-0271	Closed Session held pursuant to California Government Code Section 54957.6: CONFERENCE WITH LABOR NEGOTIATORS Agency designated representatives: Tina Murphy, Director of Human Resources; Kent Steffens, City Manager Employee organization: Sunnyvale Managers Association (SMA) and Sunnyvale Employees Association (SEA)
19-0581	CONFERENCE WITH LEGAL COUNSEL-SETTLEMENT OF WORKERS' COMPENSATION CLAIM Closed Session held pursuant to California Government Code Section 54956.95(b): Name of Case: Barrett, Todd v. City of Sunnyvale (WCAB ADJ2680765; ADJ7694661; ADJ7695117; ADJ7794588; ADJ7694697; ADJ8037174; ADJ7694730; and ADJ8714689)

5 Adjourn Special Meeting

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

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

2 Roll Call

3 Public Comment

4 Study Session

19-0524 California Voting Rights Act (CVRA) Update on Community Education and Outreach Phase 1, and Ballot Measure to Amend City Council Elections

5 Adjourn Special Meeting

7 P.M. COUNCIL MEETING

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

CALL TO ORDER

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

SALUTE TO THE FLAG

ROLL CALL

CLOSED SESSION REPORT

SPECIAL ORDER OF THE DAY

19-0623 SPECIAL ORDER OF THE DAY - National Lesbian, Gay, Bisexual, Transgender and Queer Pride Month (LGBTQ Pride Month)

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 19-0495 Approve City Council Meeting Minutes of May 21, 2019

Recommendation: Approve the City Council Meeting Minutes of May 21, 2019 as submitted.

1.B 19-0536 Approve Special City Council Meeting Minutes of May 23, 2019

Recommendation: Approve the Special City Council Meeting Minutes of May 23, 2019 as submitted.

1.C 19-0333 Approve the List(s) of Claims and Bills Approved for Payment by the City Manager

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

1.D 19-0354 Adopt a Resolution to Summarily Vacate a Slope Easement at 1235 Bordeaux Drive

Recommendation: Adopt the resolution to summarily vacate a portion of the 15-foot wide slope easement at 1235 Bordeaux Drive; and to authorize the City Clerk to submit a certified copy of the resolution to the Santa Clara County Recorder's Office.

1.E 19-0457 Award of Bid No. PW19-12 to Ray’s Electric for the Intersection Upgrade at E. Remington Drive and Michelangelo Drive Project, Determination of Bid Non-Responsiveness and Waiver of Minor Bid Irregularity, Finding of California

Environmental Quality Act (CEQA) Categorical Exemption, and Approval of Budget Modification No. 25 in the Amount of $111,289

Recommendation: Take the following actions:

- Make a determination that the bid received from Guerra Construction Group is non-responsive due to the bidder not sufficiently documenting and demonstrating that adequate subcontracting and/or good faith efforts were made to meet the Disadvantage Business Enterprise goal
- Make a finding of a categorical exemption from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301(c)
- Make a determination to waive the minor bid irregularities for the bid of Ray's Electric
- Award a contract in substantially the same form as Attachment 2 to the report in the amount of $251,537 to Ray's Electric
- Authorize the City Manager to execute the contract when all necessary conditions have been met
- Approve a 10% construction contingency in the amount of $25,154
- Approve Budget Modification No. 25 in the amount of $111,289

1.F 19-0464 Award of Seven On-Call Contracts for Engineering Support Services (F19-198)

Recommendation: Take the following actions:

- Award seven (7) three-year on-call engineering support services contracts in substantially the same form as Attachment 1 to the report to: Advanced Design Consultants in the amount of $200,000, CSW/Stuber-Stroeh Engineering Group, Inc. in the amount of $500,000, Kimley-Horn and Associates in the amount of $200,000, Salas O'Brien in the amount of $200,000, SANDIS in the amount of $500,000, Schaaf & Wheeler in the amount of $500,000, and TJKM Transportation Consultants in the amount of $200,000
- Authorize the City Manager to execute the contracts when all necessary conditions have been met
- Authorize the City Manager to increase the contracts up to budgeted amount
- Authorize the City Manager to renew each contract for up to two additional one year periods based upon available funding, need, acceptable pricing and service.
- Authorize the City Manager to modify each contract's compensation schedule subject to negotiated pricing.

1.G 19-0532 Award of Contract to TJKM Transportation Consultants for East Sunnyvale Sense of Place Project (F19-099)

Recommendation: Take the following actions:

- Make a finding of California Environmental Quality Act (CEQA) categorical exemption pursuant to CEQA Guidelines Section 15378(a)
- Award a contract in substantially the same form as Attachment 1 to the report in the amount of $686,310 to TJKM Transportation Consultants
- Authorize the City Manager to execute the contract when all necessary conditions have been met
- Approve a 10% contingency in the amount of $68,631

1.H 19-0521 Amend a Purchase Order for the Sewer Line On-Call Maintenance and Repair Services (F19-180)

Recommendation: Take the following actions:

- Authorize the City Manager to amend an existing Purchase Order with Able Construction Group Inc. to increase the not-to-exceed value to $300,000; and
- Authorize the City Manager to amend the not to exceed amount of the two (2) additional one-year periods that was previously authorized by City Council for these services, within approved budgeted funding.

ADJOURNMENT TO SPECIAL JOINT MEETING OF THE CITY COUNCIL AND SUNNYVALE FINANCING AUTHORITY

CALL TO ORDER

ROLL CALL

PUBLIC COMMENT (ON SPECIAL MEETING ITEMS ONLY)

CONSENT CALENDAR

2.A 19-0584 Approve Joint City Council and Sunnyvale Financing Authority Meeting Minutes of December 19, 2017

Recommendation: Sunnyvale Financing Authority
Approve the Joint City Council and Sunnyvale Financing Authority Meeting Minutes of December 19, 2017 as submitted.

2.B 19-0585 Approve Joint City Council and Sunnyvale Financing Authority Meeting Minutes of June 12, 2018

Recommendation: Sunnyvale Financing Authority
Approve the Joint City Council and Sunnyvale Financing Authority Meeting Minutes of June 12, 2018 as submitted.

2.C 19-0586 Approve Joint City Council and Sunnyvale Financing Authority Meeting Minutes of June 26, 2018

Recommendation: Sunnyvale Financing Authority
Approve the Joint City Council and Sunnyvale Financing Authority Meeting Minutes of June 26, 2018 as submitted.

2.D 19-0587 Approve Joint City Council and Sunnyvale Financing Authority Meeting Minutes of December 18, 2018

Recommendation: Sunnyvale Financing Authority
Approve the Joint City Council and Sunnyvale Financing Authority Meeting Minutes of December 18, 2018 as submitted.

GENERAL BUSINESS

3 19-0356 Annual City Council Public Hearing on FY 2019/20 Budget and Resource Allocation Plan and Establishment of Appropriations Limit and Sunnyvale Financing Authority Public Hearing on FY 2019/20 Budget

Recommendation: City Council:
Conduct a Public Hearing to obtain input from the public as required by City Charter Section 1303, the California Constitution, and the California Government Code. Council can also provide direction to staff on any issue requiring further review prior to the adoption of the FY 2019/20 Budget on June 25, 2019.

Sunnyvale Financing Authority:
Conduct a Public Hearing on the FY 2019/20 Budget. The Board can also provide direction to staff on any issue requiring further review prior to the adoption of the FY 2019/20 Budget on June 25, 2019.

ADJOURN SPECIAL MEETING

RECONVENE TO CITY COUNCIL MEETING

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.

4 19-0039 Appoint Applicants to the Bicycle and Pedestrian Advisory Commission, Board of Library Trustees, Heritage Preservation

Commission, Housing and Human Services Commission, Parks and Recreation Commission, Personnel Board, and Planning Commission and Sustainability Commission

Recommendation: Staff makes no recommendation.

5 19-0357 Annual Review of Proposed Fees and Charges for Fiscal Year 2019/20

Recommendation: Council is conducting a public hearing in order to solicit public input and provide direction to staff on any fee requiring further review prior to the June 25, 2019 Council meeting where the proposed schedule will be considered for adoption.

6 19-0309 Approve Budget Modification No. 19 for the Golf and Tennis Operations

Recommendation: Alternative 1: Approve Budget Modification No. 19 to recognize $472,771 in revenue and appropriate $720,197 in operating expenses in the Golf and Tennis Operations Fund to operate Barrel 19 Bistro & Bar (Barrel 19) at Sunnyvale Golf Course and approve a $400,000 transfer from General Fund to the Golf and Tennis Operations Fund.

7 19-0644 Request that the City Council Provide Direction to Staff on Flying the Pride Flag at City Hall

Recommendation: Staff makes no recommendation. This report was prepared to facilitate a discussion and direction to staff by Council.

COUNCILMEMBERS REPORTS ON ACTIVITIES FROM INTERGOVERNMENTAL COMMITTEE ASSIGNMENTS

NON-AGENDA ITEMS & COMMENTS

-Council

-City Manager

INFORMATION ONLY REPORTS/ITEMS

19-0602 Board/Commission Resignation (Information Only)

19-0533 Information/Action Items

19-0534 Board/Commission Meeting Minutes

19-0515 Tentative Council Meeting Agenda Calendar

Visit http://sunnyvaleca.granicus.com/ViewPublisher.php?view_id=6 to view the Tentative Council Meeting Agenda Calendar (TCMAC) online. The TCMAC is updated each Thursday afternoon.

ADJOURNMENT

NOTICE TO THE PUBLIC

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

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

Pursuant to the Americans with Disabilities Act, if you need special assistance in this meeting, please contact the Office of the City Clerk at (408) 730-7483. Notification of 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.160 (b) (1))

Planning a presentation for a City Council meeting?

To help you prepare and deliver your public comments, please review the "Making Public Comments During City Council or Planning Commission Meetings" available at Sunnyvale.ca.gov/PublicComments

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

19-0271 **Agenda Date:** 6/11/2019

Closed Session held pursuant to California Government Code Section 54957.6:
CONFERENCE WITH LABOR NEGOTIATORS
Agency designated representatives: Tina Murphy, Director of Human Resources; Kent Steffens, City Manager
Employee organization: Sunnyvale Managers Association (SMA) and Sunnyvale Employees Association (SEA)

City of Sunnyvale

Agenda Item

19-0581 **Agenda Date:** 6/11/2019

CONFERENCE WITH LEGAL COUNSEL-SETTLEMENT OF WORKERS' COMPENSATION CLAIM
Closed Session held pursuant to California Government Code Section 54956.95(b):
Name of Case: *Barrett, Todd v. City of Sunnyvale* (WCAB ADJ2680765; ADJ7694661; ADJ7695117; ADJ7794588; ADJ7694697; ADJ8037174; ADJ7694730; and ADJ8714689)

City of Sunnyvale

Agenda Item

19-0524 **Agenda Date:** 6/11/2019

California Voting Rights Act (CVRA) Update on Community Education and Outreach Phase 1, and Ballot Measure to Amend City Council Elections

EXECUTIVE SUMMARY

Phase 1 Outreach Efforts

Phase 1 focused on educating residents about the California Voting Rights Act (CVRA) and potential remedies for perceived violations. Staff also gathered community input on important decision points like the process for selecting the mayor, number of Council districts, and factors to consider when drawing districts. Outreach efforts successfully reached groups reflective of Sunnyvale's ethnic and socio-demographic diversity; however, participants tended to be older and disproportionately from north and south Sunnyvale (see Attachment 1).

Total touch points: 953

- 2 Educational Open Houses and 3 Community Input Workshops with 117 participants
- 12 pop-up events with 654 participants
- 9 presentations to community organizations with 134 participants
- Online engagement with 48 survey participants

Public Input:

- Slight preference to select Mayor from within Council (49%) compared to directly elected Mayor (44%).
- Participants prioritized communities of interest, cohesive geographic areas, and visible boundaries as factors to consider when drawing district boundaries.
- Most common communities of interest included: homeowner associations, mobile home parks, residential neighborhoods, physical boundaries, and school boundaries.

Polling Results Summary

The City contracted with Godbe Research to conduct a poll of likely March 2020 voters. The poll was conducted from May 15-18 (see Attachment 2). Below are highlights from the split-question poll results:

- Initially, 48% showed support for 7 districts with the mayor selected from within Council with 23% undecided. After informational statements and pro/con arguments, support increased to 59% with 15% remaining undecided (Survey A).

- Initially, 53% showed support for 6 districts with a directly elected mayor with 23% undecided. After informational statements and pro/con arguments, support increased to 55% with 20% remaining undecided (Survey B).

Legal Analysis of 4+3 Community Alternative

A group of community members have proposed a 4+3 district alternative to the traditional by district election system. They have described the 4+3 district election system as follows:

> A 4-district map of the city is used for 4 council elections in presidential years, and a 3-district map is used in gubernatorial years. Every voter lives in two districts and is represented by two council members. A voter may vote every two years. Candidates may choose to run for council in any election year.

Per Council direction, the City Attorney's Office worked with outside Counsel to analyze this 4+3 community alternative. While the 4+3 plan seems to meet the literal definition of a district-based system, it is legally untested and may subject the City to further litigation if a plaintiff contends that it is not a "district-based" system within the meaning of the CVRA. Further legal risks could exist under the Federal Voting Rights Act if the Census 2022 data demonstrate that a majority minority district could be drawn with a 6 or 7 district system.

Prepared by: Jaqui Guzmán, Deputy City Manager
Reviewed by: John Nagel, City Attorney
Reviewed by: Teri Silva, Assistant City Manager
Approved by: Kent Steffens, City Manager

ATTACHMENT

1. Sunnyvale CVRA Phase 1 Outreach Report
2. Godbe Research Polling Results Summary

Attachment 1

PLACEWORKS

May 24, 2019

Sunnyvale Council District Elections Project
Phase 1 Public Engagement Summary Report

for the City of Sunnyvale

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This report summarizes the community input from the Council district elections project public outreach process.

PROJECT BACKGROUND

Cities and other local agencies with at-large voting systems have increasingly faced litigation under the California Voting Rights Act (CVRA), which prohibits voting practices that dilute the votes of racial minorities (known as "racially polarized voting"). In September 2018, the City Council discussed whether to proactively address CVRA concerns by submitting a charter amendment to Sunnyvale voters to change the City's electoral system to district-based voting, which is the method preferred by the CVRA. Recognizing that this change will fundamentally impact local governance and alter the process by which City voters have elected their representatives for decades, the Council directed City staff to develop a plan for robust public outreach, education, and community input on this complex issue.

OUTREACH PROCESS

The City Council understood that Sunnyvale residents play a pivotal role in deciding when and how a district-based election system could be adopted, since the potential change would directly affect the way Sunnyvale residents are represented. In December 2018, the Council approved a Community Engagement Outreach Plan focused on educating residents about the CVRA's requirements and seeking input on how the switch to district-based elections could occur. In approving the Outreach Plan, the Council expressed its commitment to a robust public engagement process prior to making a final determination as to the timing and substance of a ballot measure to switch to district-based elections.

OUTREACH PLAN

The Outreach Plan consisted of two phases. Phase I (January 2019 – June 2019) consisted of educating the public on issues related to the CVRA as well as gathering input on potential remedies to respond to the CVRA requirements. Phase II (to be implemented in July 2019 – December 2019) will consist of community mapping exercises to develop options for district boundaries for Council consideration.

The Outreach Plan established the following objectives and goals for the public engagement process:

- Solicit input from a wide range of Sunnyvale residents.
- Utilize a variety of outreach tools.
- Involve traditionally underrepresented and marginalized communities in the process.
- Design public workshop formats to be as inclusive and open as possible.
- Proactively seek participation and input.

CITIZENS ADVISORY COMMITTEE

In February 2019, the City Council appointed a nine-member Citizens Advisory Committee (CAC). The purpose of the CAC is to provide feedback on the outreach strategies and serve as project ambassadors,

informing the Sunnyvale community about the proposed changes. The CAC is made up of Sunnyvale community members who represent the demographic makeup of the city's residents. To date, the CAC has met twice to review the outreach strategies and brainstorm ways to improve the outreach process.

GETTING THE WORD OUT

To ensure the community was aware of the potential change and to spread the word about project updates, the City utilized:

- Sunnyvaleelections.org Project Website. The project website provided background information, meeting dates, workshop materials, and other ways to get involved.
- Social Media. City staff made regular posts on Facebook, Twitter, and Nextdoor.com to update the public about the project. In total, City staff posted 39 distinct items on social media platforms.
- Horizons Newsletter. The City published an article about the project and a list of upcoming events in the Spring 2019 Horizons Newsletter, which was mailed to every residence in Sunnyvale.
- Flyers. Flyers were sent out to local Nongovernmental Organizations, neighborhood groups, and were distributed at the pop-up events. Flyers were translated into Spanish, Hindi, and Chinese. Additionally, Sunnyvale Community Services assisted the City with placing approximately 950 English/Spanish/Chinese flyers in produce bags given to families through a program that gives fresh produce to low-income households.
- Earned Media. The project was featured in a January 29, 2019 *Mercury News* Article.
- Eblasts and Emails. PlaceWorks sent out emails to 291 people subscribed to the project mailing list prior to every open house and workshop. In addition, an email was sent out to announce the availability of the online engagement tools. Emails were also sent to a list of 91 community-based organizations, both in Sunnyvale and in surrounding jurisdictions that serve Sunnyvale residents, requesting these organizations forward information about the project, including upcoming outreach events, to their network of Sunnyvale residents.
- Paid Print Advertisement. The City placed paid advertisements in *IndiaWest, Calitoday,* and *The World Journal,* newspapers for Indian, Vietnamese, and Chinese populations respectively. Advertisements in *Calitoday* and *The World Journal* were translated into Vietnamese and Chinese respectively, while the advertisement placed in *IndiaWest* was published in English. Advertisements were published prior to the two Open Houses, and prior to the three Community Input Workshops.
- Get Involved Video. The City published an informational video on their Facebook page which summarized the project and how it would impact Sunnyvale residents. The video featured two CAC members and a Sunnyvale resident who highlighted why it was important to participate and to encourage others to get involved in the outreach process. The video had 426 views as of May 10, 2019.

PUBLIC INPUT STRATEGIES

From February to April 2019, the City led an extensive outreach process that included two open houses, three Community Input Workshops, 12 pop-up events, two CAC meetings, three City Council meetings, and nine presentations to community groups. In addition, the City developed a robust online engagement platform. This section describes each of these public input strategies.

OPEN HOUSES

The City held two identical open houses to educate residents about district-based elections, provide a platform for comments, and build interest in the subsequent round of Community Input Workshops that were held in March and April 2019.

David Early of PlaceWorks made a short presentation that briefly outlined Sunnyvale's existing City Council electoral system, summarized the CVRA and its legal implications, described the upcoming process to educate the community and seek their input, and then explained the potential remedies and phases for next steps in the election timing and district-creation process. Following the presentation and question and answer period, participants could visit six station boards that included detailed information about the CVRA, Sunnyvale's election system options, other voting systems, Sunnyvale demographics, and an overview of the outreach process.

Real time translation for Spanish, Mandarin, and Hindi speakers was offered at both open houses. In total, 47 participants attended the open houses as shown in Table 1. Open houses were held as follows:

- **Open House #1:** Wednesday February 6, 2019 from 6:00 PM to 8:00 PM, Sunnyvale Community Center (Community Room), 550 E. Remington Drive, Sunnyvale.
- **Open House #2:** Saturday, February 9, 2019, 9:30 AM to 11:30 AM, Columbia Middle School (Staff Lounge), 739 Morse Avenue, Sunnyvale.

TABLE 1 OPEN HOUSE AND WORKSHOP SIGN-INS

Event Date and Type	Number of Sign-Ins
2/6 Open House	29
2/9 Open House	18
3/21 Workshop	30
4/4 Workshop	13
4/11 Workshop	24
TOTAL	114

COMMUNITY INPUT WORKSHOPS

Following the Open Houses, the City held three identical Community Input Workshops in March and April 2019 to solicit feedback on how the mayor should be elected, if a transition to district-based elections is approved, as well as the factors that should be considered, in addition to population size, when drawing Council districts. In total, 67 participants attended the Community Input Workshops as shown in Table 1. Community Input Workshops were held at the following locations and times:

- **Workshop #1:** Thursday, March 21, 2019, 6:30 PM to 8:30 PM, Sunnyvale Community Center (RC Ballroom), 550 E. Remington Drive, Sunnyvale.
- **Workshop #2:** Thursday, April 4, 2019, 6:30 PM to 8:30 PM, Lakewood Park (Lakewood Park Building), 834 Lakechime Drive, Sunnyvale.
- **Workshop #3:** Thursday, April 11, 2019, 6:30 PM to 8:30 PM, Murphy Park (Murphy Park Building), 250 N. Sunnyvale Avenue, Sunnyvale.

POP-UP EVENTS

Since not everyone has time to attend a public meeting, the City went out to the community to solicit input at 12 pop-up events. While visiting the pop-up stations, participants learned background

information about the CVRA and the potential change, and took surveys on: their demographic information, their preference for how the Mayor is elected, who should oversee the future redistricting process, and the factors that should be considered when drawing Council districts. Participants also completed a mapping exercise to identify their community of interest in Sunnyvale. Visitors to pop-up events also received a link to the online engagement website (described below) so they could participate online.

Pop up events occurred as follows:

- 3/2 Columbia Neighborhood Center
- 3/12 Chung Tai Zen Center
- 3/16 Sunnyvale Farmers Market
- 3/24 Shiv Durga Hindu Temple
- 3/27 Sunnyvale Community Center
- 3/28 Homestead Park Apartments
- 4/6 Sunnyvale Public Library
- 4/13 Sunnyvale Farmers Market
- 4/24 Mobile Home Park Alliance Meeting
- 4/27 Fit & Fun Fair
- 4/28 First Morning Light Chinese Christian Church
- 4/28 St Cyprian Parish

Due to the informal nature of the pop-up events, the exact numbers of participants who were reached through these pop-up events cannot be known. However, PlaceWorks estimates a total of 654 people were engaged with and exposed to the project through the pop-up events. PlaceWorks collected 243 Demographic surveys, 245 Community Input surveys, and 294 Communities of Interest mapping surveys at these events.

PRESENTATIONS TO COMMUNITY ORGANIZATIONS

City staff made several presentations to community groups about the project, which reached about 134 people. In addition, City staff collected 17 Demographic surveys. Table 2 summarizes the presentations made by City staff.

TABLE 2 ATTENDANCE AT PRESENTATIONS TO COMMUNITY ORGANIZATIONS

Organization Type	Organizations	Attendees
Neighborhood Association	Sunnyvale Neighbors of Arbor Including LaLinda (SNAIL)	10
Neighborhood Association	Neighborhood Association Leaders	12
Neighborhood Association	Ortega Park Neighborhood Association	3
Neighborhood Association	Cherryhill Neighborhood Association	15
School-related Events	Latino parents involved in the Parent Institute for Quality Education (PIQE)	25
School-related Events	Los Padres Parent Group	12
Religious Organization	St. Cyprian Spanish Prayer Group	20
Community Organizations	Sunnyvale Rotary Club	32
Community Organizations	Sunnyvale Heritage Park Museum	5
	TOTAL	134

Source: PlaceWorks, 2019.

ONLINE ENGAGEMENT

In addition to live, person-to-person interactions at public workshops and pop-up events, the City published online engagement tools on the project website to allow the public to engage in the election planning process via the internet. Online engagement tools included the following:

- Communities of Interest Mapping. This online tool allowed users to draw their community of interest. Users were able to create as many maps as desired to represent all communities they felt were important.
- Comment and View Communities of Interest. Community members could view communities of interest submitted by others and like or comment on them.
- Community Input Survey. Community members were asked questions to help inform the future ballot measure, primarily focused on the number of Council districts to be formed and the process for electing the Mayor. In addition, the City asked about the factors to consider when drawing Council districts and who should lead the future redistricting process.
- Online Comments. Visitors to www.SunnyvaleElections.org could leave a general comment or question about the project.

A total of 63 Sunnyvale residents registered to use the online engagement tools. However, not every account creator participated in the online surveys and mapping exercises. The online community of interest mapping exercise generated 48 responses, with an additional 33 “votes” in favor of various responses, and a total of 16 comments left on various communities of interest maps.

TOTAL PARTICIPATION

The various strategies described above resulted in a total participation of approximately 952 individuals, as summarized in Table 3. Note that it is possible that some people attended more than one event, so some of the documented attendees may be double-counted.

TABLE 3 SUMMARY OF TOTAL NUMBER OF OUTREACH PARTICIPANTS

Public Input Channel	Number of Participants
Open Houses and Community Input Workshops	117
Pop-up Events	654
Presentations to Community Organizations	134
Online Engagement Tools	47
TOTAL	952

DEMOGRAPHICS OF PARTICIPANTS

One of the major goals of the outreach process was to reach all segments of the Sunnyvale community. To measure the success of this goal, the City asked participants to voluntarily report the following information:

- Geographic place of residence in Sunnyvale (i.e. North, Central, South)
- Age
- Race/ethnicity
- Family/ household income

This section reports the demographic characteristics of the outreach participants and compares it to the overall Sunnyvale population when possible. All completed demographic surveys can be found in Appendix A. While the outreach process engaged with over 950 residents, most of these interactions occurred at pop-up events where people preferred to hear and ask questions about the project, but not complete the surveys. Therefore, the numbers of participants who reported demographic information is lower than the total of people who participated in the outreach process overall.

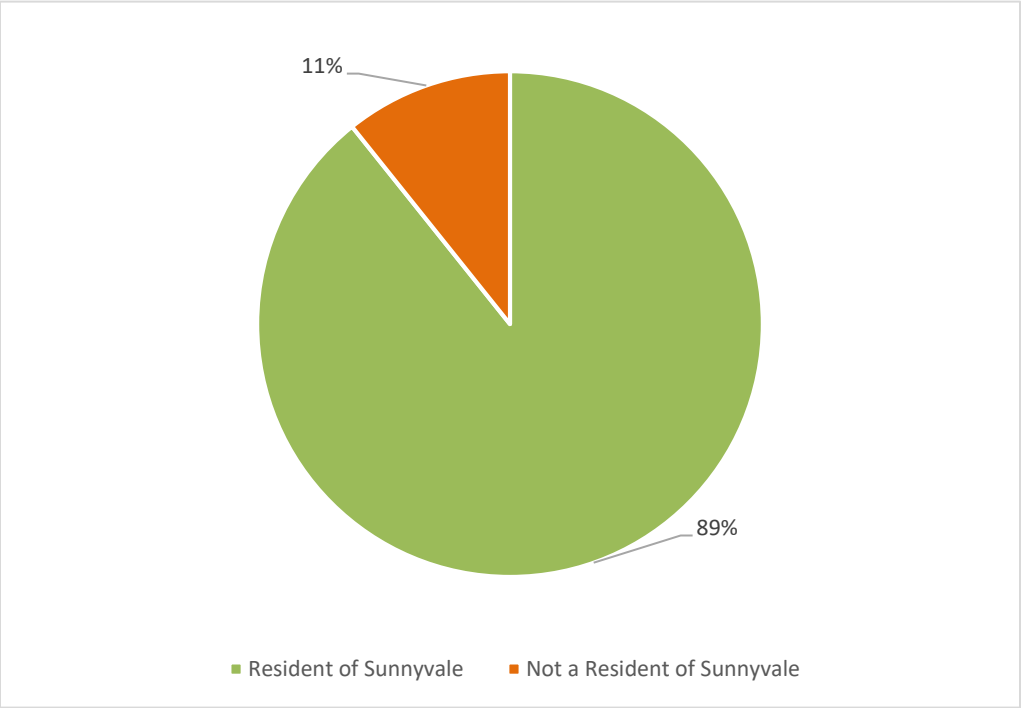
PLACE OF RESIDENCE

Of the participants who completed the demographic survey, 89 percent were Sunnyvale residents while 11 percent are not, as depicted in Figure 1.

To identify the location of residence of the outreach participants, PlaceWorks split the City into three sections: North, Central, and South, as shown on Figure 2.[1] Participants were asked to indicate on the map which section of Sunnyvale they reside in. This information was collected to assess how effective the outreach was in reaching Sunnyvale residents that live in all areas of the City. A total of 257 Sunnyvale residents indicated they live in Sunnyvale and also reported what part of town the lived in: North, Central, or South.

[1] To create the North/Central/South boundaries, PlaceWorks amalgamated Census block group boundaries and data from the 2017 American Community Survey (ACS). Per the 2017 ACS, Central Sunnyvale includes 92,268 residents, South Sunnyvale includes 37,374 residents, and North Sunnyvale includes 21,997 residents.

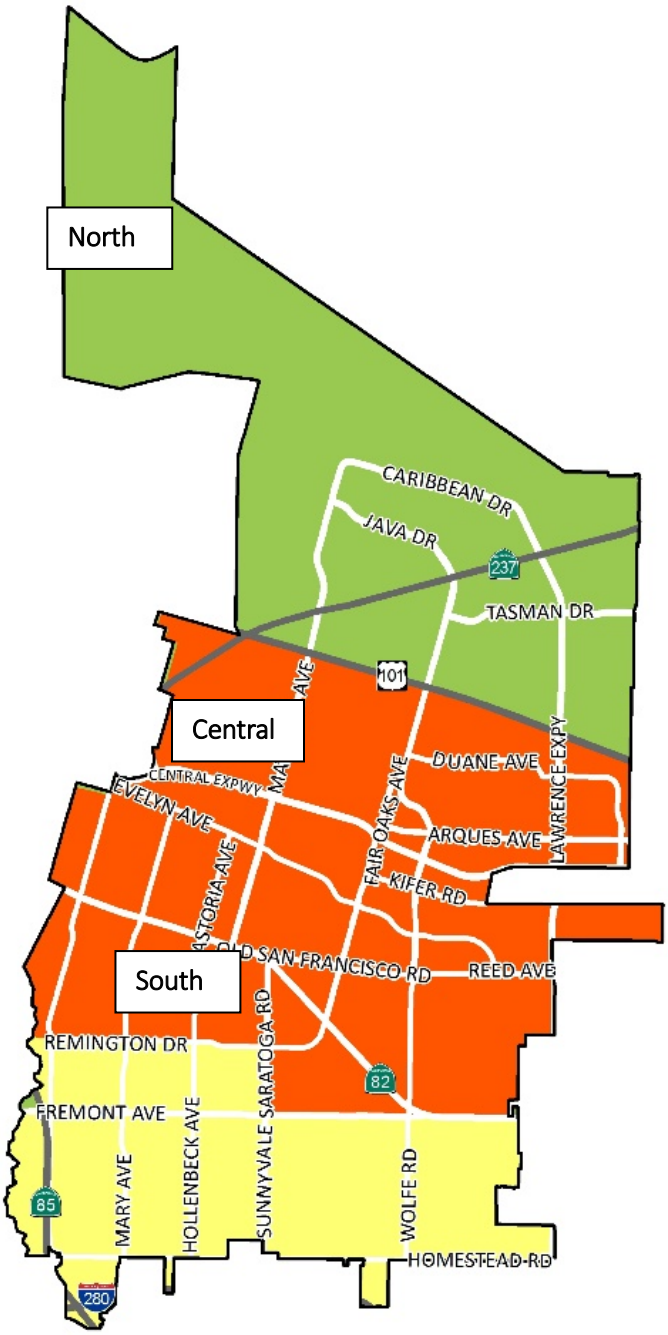
Figure 1 Residency of Participants



Source: PlaceWorks, 2019.

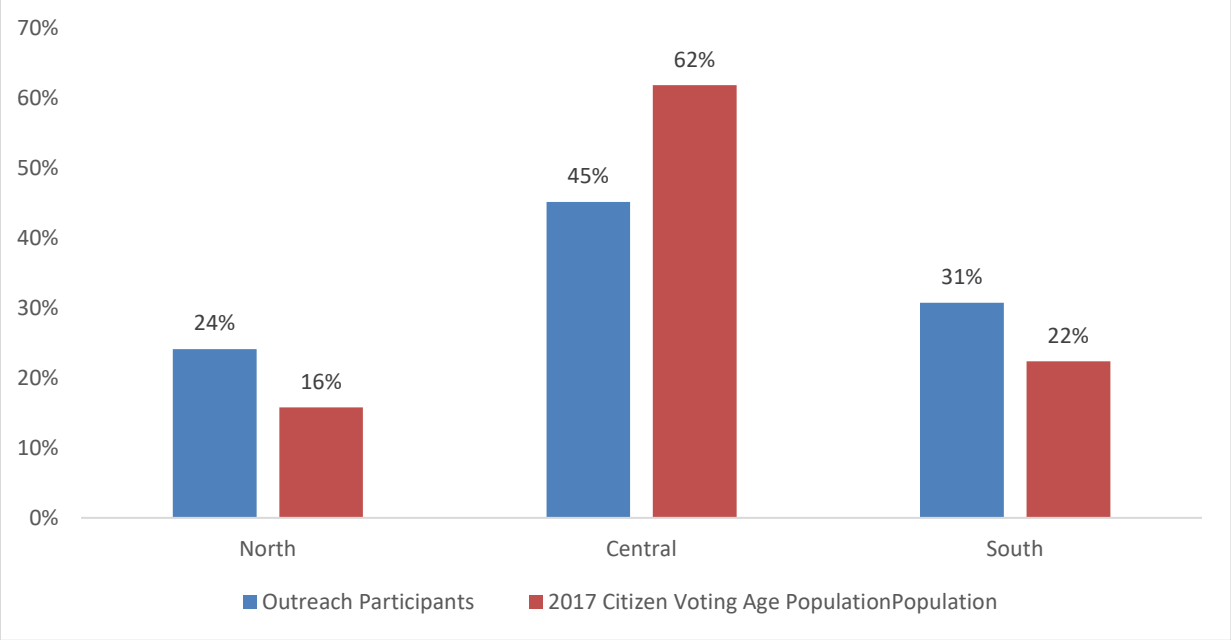
As shown on Figure 3, residents from Central Sunnyvale had the highest rate of participation in the outreach efforts, while residents from North Sunnyvale had the lowest rate of participation. The ratio of participation from the three areas was roughly proportional to the 2017 Citizen Voting Age population in the City, although North Sunnyvale was somewhat over-represented while Central Sunnyvale was somewhat under-represented.

Figure 2 North, Central, and South Sunnyvale



Source: PlaceWorks, 2019.

Figure 3 Outreach Participants and 2017 Sunnyvale Citizen Voting Age Population Place of Residence



Source: U.S. Census, 2017 American Community Survey data and PlaceWorks, 2019.

AGE

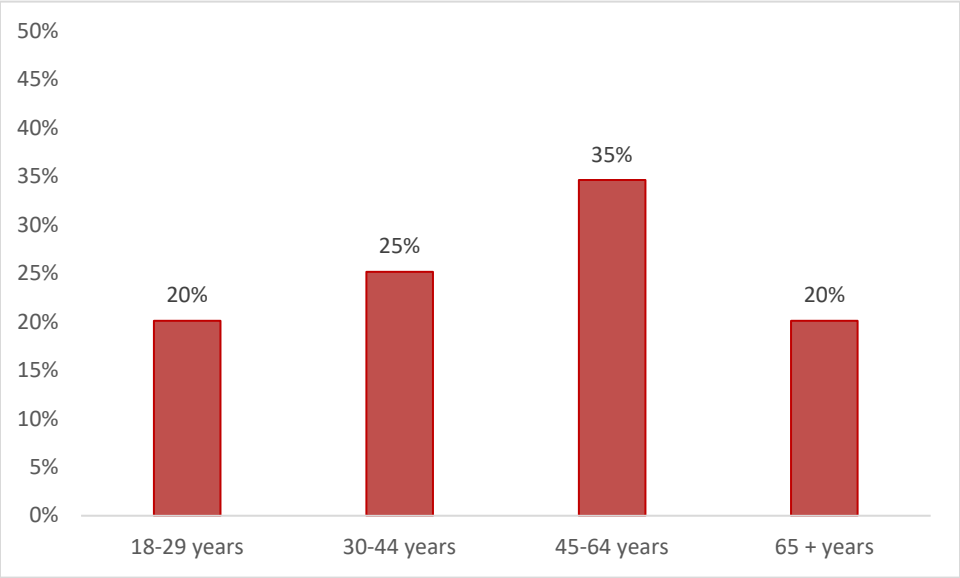
A total of 417 participants reported their age. Figure 4 shows the 2017 ACS Citizen Voting Age Sunnyvale Population by age group and Figure 5 shows the age groups of the outreach participants. The 2017 ACS categorizes the age groups of the Citizen Voting Age population differently than the outreach survey groups participants' ages. Therefore, it should be noted that the comparative age groups are roughly the same, but not identical when considering differences between outreach participants and the overall Citizen Voting Age population.

The largest age group of the 2017 Sunnyvale Voting Age Population is between 45 and 64 years old, which makes up 35 percent of the Citizen Voting Age Population.

The outreach process reached a wide range of ages, receiving feedback from people as young as 20 to over 80 years old, with the highest number of outreach participants aged between 50 and 69 years old. Outreach participants between 50 to 69 made up 46 percent of the outreach participants, the highest percentage of all the age groups. In contrast, only 5 percent of survey participants were under 29 years old.

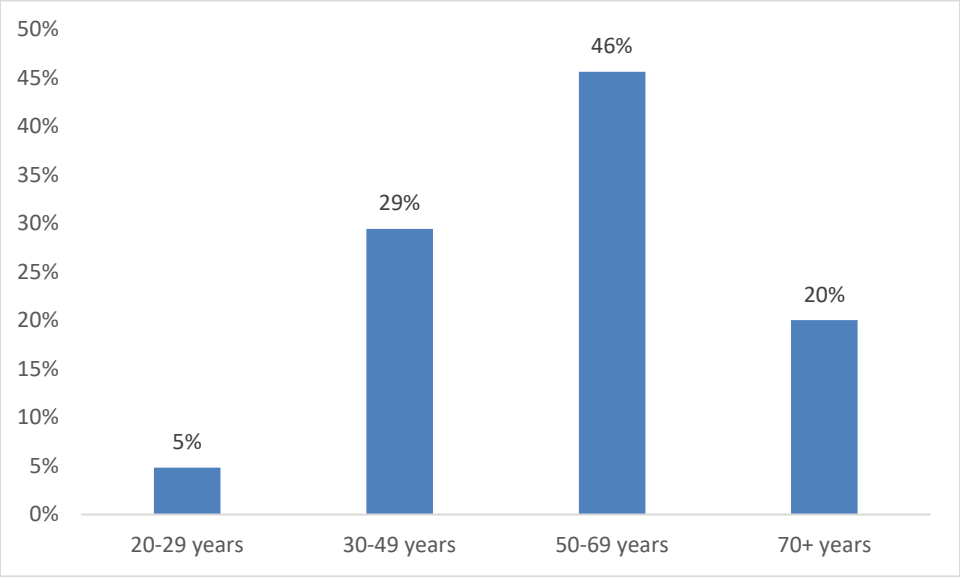
This data means that people between 50 to 69 years old were over-represented in the process, while people under 29 years old were under-represented (comprising 5 percent of outreach participants but 20 percent of the Citizen Voting Age Population). Participants 70 years and older were represented in approximately the same proportion that they make up in Sunnyvale's overall Citizen Voting Age population, as were people between 30 to 49 years old.

Figure 4 2017 Sunnyvale Citizen Voting Age Population Age Groups



Source: American Community Survey, 2017.

Figure 5 2017 Outreach Process Age Groups



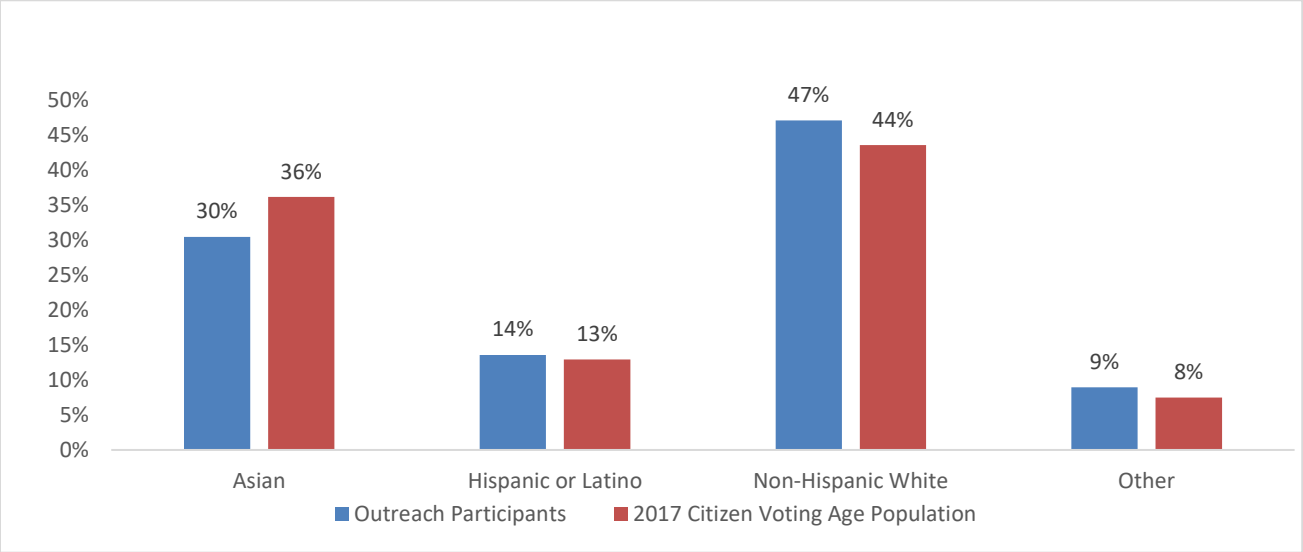
Source: PlaceWorks, 2019.

RACE/ETHNICITY

Approximately 391 participants reported their race and ethnicity. Figure 6 compares the race/ethnicity of participants against the 2017 ACS Citizen Voting Age Population.

The outreach process reached a broad spectrum of races and ethnicities. The City made substantial effort to hear from diverse communities by holding five pop-up events that were specifically targeted to Hispanic/Latino, Chinese, Indian, and Vietnamese populations. Additionally, approximately 950 project flyers in English, Spanish, and Chinese were placed in produce bags given to families through the Sunnyvale Community Services program that provides fresh produce to low-income households.

Figure 6 Outreach and 2017 Citizen Voting Age Population Race/Ethnicity



*Note: Due to the small number of respondents of these races/ethnicities, the "other" category includes those who identified themselves as Black or African American, American Indian or Alaska native, two or more races/ other, or Native Hawaiian and Other Pacific Islander.
Source: American Community Survey, 2017 and PlaceWorks, 2019.

When compared to the 2017 ACS Voting Age Population, the race/ethnicity of the outreach participants closely mirrored the ratios of the citywide population 18 years and older.

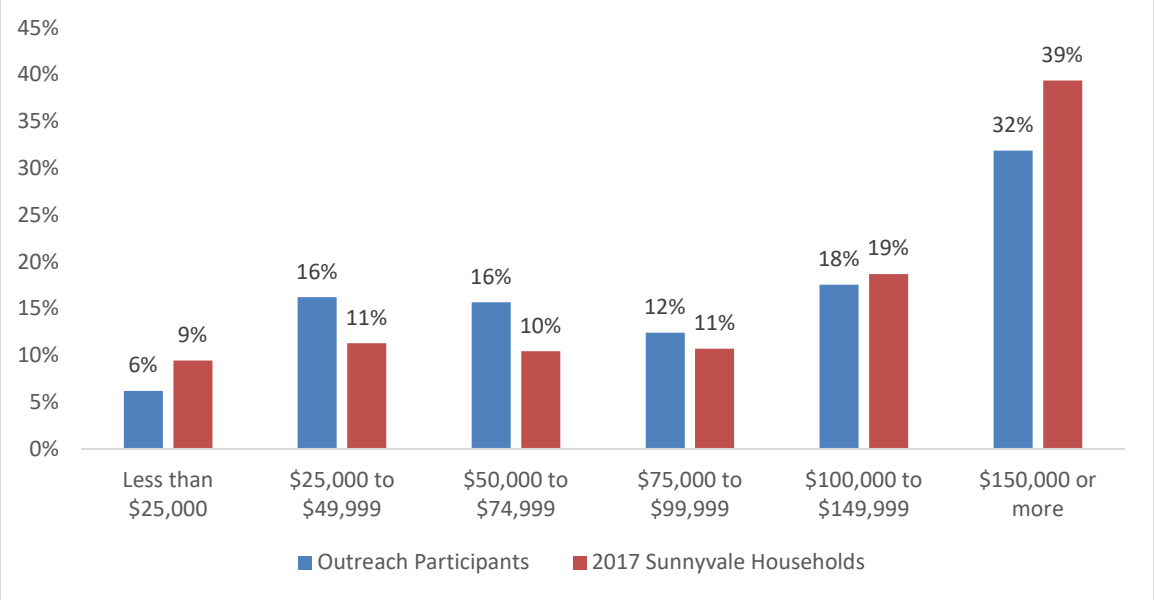
- Approximately 47 percent of participants identified as Non-Hispanic White. Sunnyvale's Citizen Voting Age Population is 44 percent Non-Hispanic White.
- Outreach participants who identified as Asian represented 30 percent of the participants who reported their race. Sunnyvale's Citizen Voting Age Population is 36 percent Asian.
- Approximately 14 percent of outreach participants identified as Hispanic or Latino, which is almost identical to the percentage of the 2017 Citizen Voting Age Population of 13 percent.

HOUSEHOLD INCOME

A total of 370 outreach participants reported their household income. To determine whether the outreach process evenly reached the range of incomes in Sunnyvale, PlaceWorks compared the income ranges tracked for the outreach process against the 2017 American Community Survey Census data for Sunnyvale as shown in Figure 7.

As shown in Figure 7, the income ranges of process participants tracks closely with the income ranges of Sunnyvale's overall population. However, people earning under $25,000 per year and over $150,000 per year appear to have been slightly under-represented in the process, while people earning between $25,000 and $74,999 were slightly over-represented.

Figure 7 Outreach and 2017 Sunnyvale Population Household Income



Source: American Community Survey, 2017 and PlaceWorks 2019.

IMPLICATIONS OF PARTICIPANT DEMOGRAPHICS

The public engagement process had a clearly articulated goal to involve all segments of the Sunnyvale community, and included many specific measures to appeal to all types of residents. In the end, there were significant successes in this regard, with notably more respondents than are involved in typical city engagement efforts, and with participants coming from all demographic sectors. Although some demographic groups were represented slightly more or slightly less proportionally than others, the demographic data of the outreach participants were generally proportional to that of the 2017 ACS Voting Age Population and 2017 Total Population.

SUMMARY OF PHASE I COMMUNITY INPUT

This section summarizes the major results of the outreach process and groups the community input into three sections:

- General Comments. Participants submitted general comments via comment cards submitted at public workshops and pop-up events, and via the project website.
- Community Input Survey Results. The City collected Community Input Surveys at all public events and online. The survey included three questions about how the mayor should be elected, what primary factors should be considered when drawing Council districts, and who should oversee the future redistricting process.
- Community Mapping Survey Results. Participants were asked to define and describe their community of interest within Sunnyvale.

GENERAL COMMENTS

NUMBER OF COMMENTS

During the outreach process, PlaceWorks collected 35 comment cards and received eight emails. All of these comments and emails can be viewed in Appendix B.

The 33 comments were collected at the following events:

- Pop-Up at Chung Tai Zen Center
- Pop-Up at Sunnyvale Farmers Market
- Community Input Workshop #1
- Pop-Up at Sunnyvale Community Center
- Community Input Workshop #2
- Community Input Workshop #3
- Comment from Community Input Survey
- Pop-Up at Mobile Home Park Alliance
- Pop-Up at Fit & Fun Fair
- Pop-Up at the First Morning Light Chinese Christian Church

OVERALL COMMENT THEMES

The comments collected addressed the following main themes:

Process/Other

- Ensure that the outreach process reaches all demographics in the City.
- Presentations were good, informative, and helpful.
- Be sure to work closely with the Santa Clara County Registrar of Voters.
- Current City Councilmembers' participation in this process is a conflict of interest.
- Consider a ranked choice voting system to avoid future run-offs.
- When deciding how to change the election system, the tenure or re-election of existing Councilmembers should not be considered.

- The Council district map should be part of the Charter amendment ballot measure.

Support for Existing At-Large Election System

- Sunnyvale's current Council election system is functioning fine and doesn't need to be changed.
- An odd number of Council members helps reduce conflict.
- District elections are not proven to increase minority representation.
- This project sounds like gerrymandering.
- The State law should be changed.

Support for a Shift to District-Based Elections

- District elections can increase minority representation.
- Residents will have an easier time running for Council.
- Residents will have an easier platform to discuss issues important to them.
- Use a four plus three district system instead of a seven-district system.

Selection of the Mayor

- No direct election of Mayor should occur.
- Mayor should be selected from within the Council.
- Mayor should serve a one-year term and be chosen within the Council.

District Mapping

- Ensure residents can see and comment on all maps proposed.
- Disclose criteria used when evaluating district maps.

COMMUNITY INPUT SURVEY RESULTS

As mentioned above, community input surveys were collected at the three Community Input Workshops, 12 Pop-Up Events, and online. Questions covered how the mayor should be elected, what factors should be considered when drawing Council districts, and who should oversee the redistricting process. A total of 342 Community Input Surveys were submitted, 307 of which were submitted in person and 35 of which were submitted online. All questions were optional, so the number of responses to each of the three questions varies and is identified in their respective section below. All completed Community Input Surveys can be found in Appendix C.

QUESTION 1 – PREFERENCE FOR SELECTION OF MAYOR

Q1: The City of Sunnyvale's mayor serves a two-year term and is collectively selected by the seven Councilmembers. If the City moves to a district-based election system, the mayor could be elected in one of two ways (please check your preferred options):

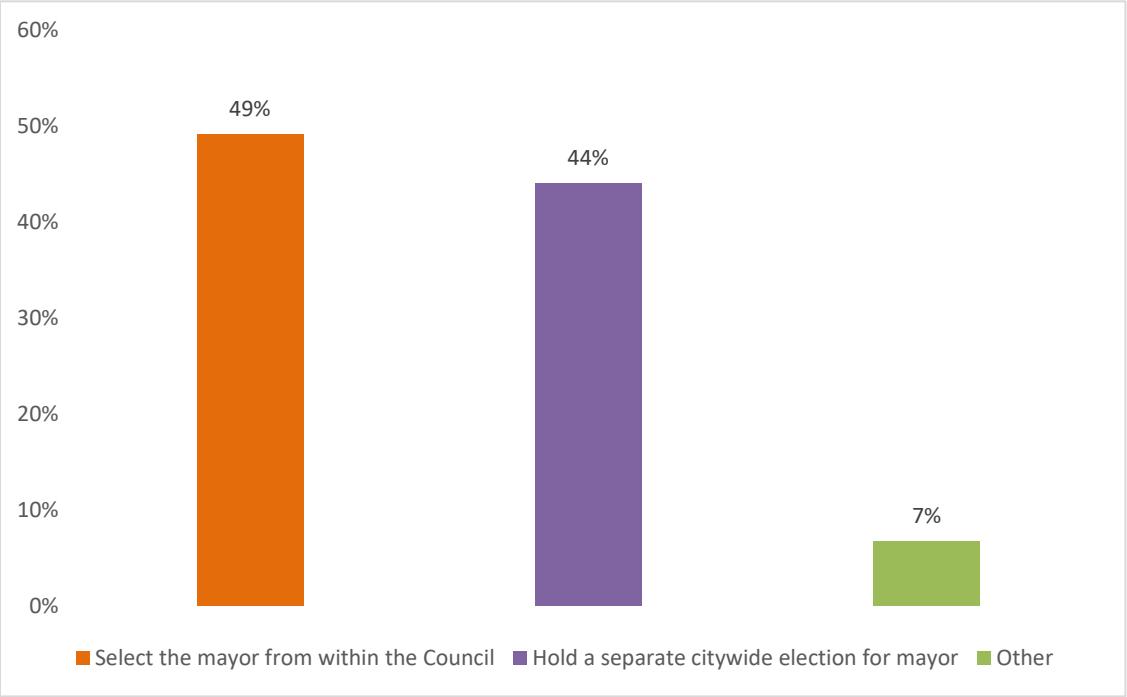
- ***Select the mayor from within the Council.*** *This would be the status quo. Assuming the City moves to district-based elections, under this scenario Councilmembers would represent one of seven districts. Each of the seven districts' population would be approximately 21,951 (+/-) based on the US Census 2017 population estimate of 153,656.*

- ***Hold a separate city-wide election for mayor.*** *This would be separate from the district-based elections for the six other Councilmembers. Under this scenario, each of the six Council districts would have a population of approximately 25,609 (+/-) based on the US Census 2017 total population estimate of 153,656. The at-large mayor would serve a four-year term and would be the only at-large seat in a district-based system.*
- ***Other*** *(please describe).*

OVERALL RESULTS FOR QUESTION 1

There were 311 responses to Question 1. As shown below on Figure 8, 49 percent of respondents prefer the Mayor be selected from within the Council, which is how the Mayor is currently elected under the at-large Council election system. Common reasons that participants gave for preferring the Mayor be selected from within the Council include:

Figure 8 Overall Results for Question 1



Source: PlaceWorks, 2019.

- This is how the mayor is currently chosen, and it seems to work.
- The City Councilmembers are the most qualified to make a decision for who is the best fit for this position.
- An at-large election for mayor would be costly and would therefore exclude potential candidates without personal or other financial backing.
- Sunnyvale residents have twice voted down ballot measures that would change Sunnyvale's voting system to have the mayor be elected at-large.

44 percent of respondents preferred the Mayor be selected through a citywide election. Reasons given for a separate citywide election for the following reasons:

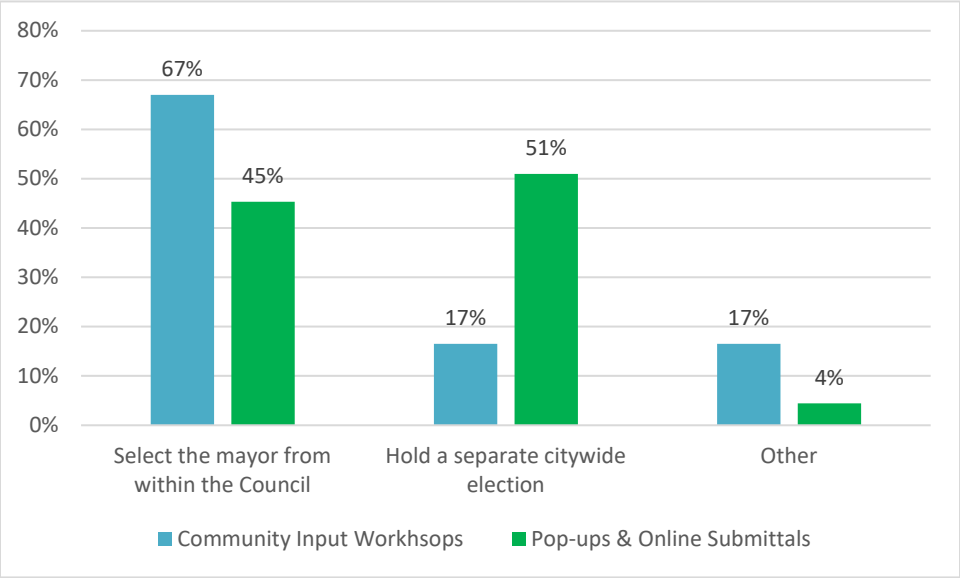
- A citywide election for Mayor would allow Sunnyvale residents to have a direct say in who represents them.
- Having a citywide election for Mayor would provide two officials to represent the individual – the Councilmember elected by-district and the Mayor elected at-large.

7 percent of respondents chose "other." Common responses submitted by participants who chose "other" include:

- Do not know enough information on the topic.
- Undecided.
- In addition to district elections, Sunnyvale should adopt ranked choice voting.
- Prefer six districts with citywide Mayor, but Mayor term is four years and Council terms are two years.
- Mayor terms should be one- year.

People who discussed this issue with fellow residents (for example, in small groups at workshops) were more likely to prefer election of the Mayor from within the City Council, while people who did not have a chance to discuss the issue (for example in filling out a survey at a pop up event) were more likely to prefer an at-large election of the Mayor. As shown on Figure 9, 67 percent of workshop participants preferred the Mayor be selected from within the City Council compared to 45 percent of pop-up and online participants. Alternatively, 17 percent of workshop participants preferred the Mayor be elected through a citywide election compared to 51 percent of pop-up and online participants.

Figure 9 Results for Question 1 Filtered by Event Type



Source: PlaceWorks, 2019.

QUESTION 2 – FACTORS TO CONSIDER WHEN DRAWING DISTRICT BOUNDARIES

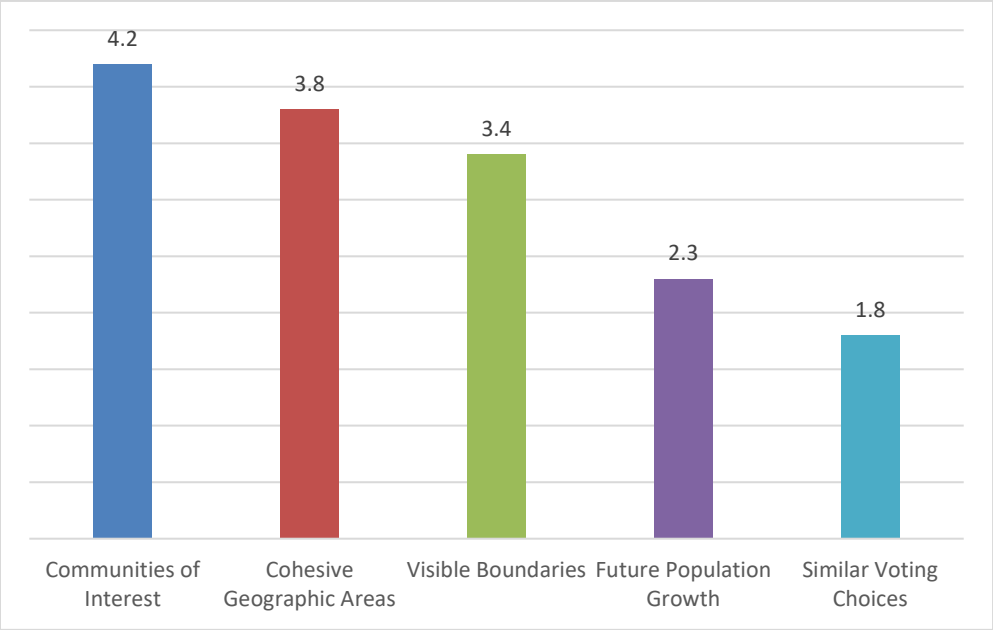
Q2: Although population size is the primary criteria when drawing Council districts, other factors are also taken into account. Please rank the factors that should be considered when drawing district boundaries in order of importance:

- *Visible (natural and man-made) boundaries, including topography and geography (e.g., streams or neighborhood boundaries).*
- *Compactness, contiguity, integrity, and cohesiveness of a geographic area.*
- *Communities of interest (i.e., "a contiguous population which shares common social and economic interests").*
- *Similar voting choices for past elections.*
- *Future population growth.*

OVERALL RESULTS FOR QUESTION 2

There were 304 responses to Question 2. Since Question 2 was a ranking exercise, the results were tabulated by calculating the average of each response. As shown in Figure 10, the majority of participants indicated that communities of interest are the most important factor to consider when drawing district boundaries, while the least important factor was similar voting choices in past elections.

Figure 10 Overall Results for Question 2 - Average Ranking for Importance Level (Highest 5 to Lowest 1)



Source: PlaceWorks, 2019.

Participants at the Community Input Workshops and the Pop-Up Events made several points regarding what the most important factors should be to consider when drawing district boundaries. Comments included:

- Communities of interest should be the most important factor because the point of district-based elections is to group minority populations together to help them get Council representation, and not considering communities of interest would mean neighborhoods of minority populations could get broken up.
- Communities of interest, such as school districts and neighborhood associations, are existing communities that are closely knit and should be maintained.
- Cohesive geographic areas were pointed out as being important for creating districts that have a visual sense of identity.
- Visible boundaries are essential to consider, such as wide roadways that effectively serve as barriers between neighborhoods.
- Some respondents thought that future population growth should be a key consideration because, by CVRA law, the districts have to have roughly the same population of Sunnyvale residents in each, and if Council district boundaries consider future population growth, redistricting every 10 years will be quicker.
- Similar voting choices were considered important to some respondents because people who vote a certain way might have the same needs and interests.

QUESTION 3 – WHO SHOULD OVERSEE THE REDISTRICTING PROCESS

Q3: Local redistricting is legally required by the State of California every ten years to assure that Council districts retain the integrity of their shape, content, and population size. Therefore, if Sunnyvale residents choose to switch to district-based elections in 2020, district boundaries will be drawn based on the 2010 Census. Following the release of the 2020 US Census data, the City of Sunnyvale would need to re-draw district boundaries to reflect updated conditions in advance of the 2022 Council election. Assuming the City moves to district-based elections, would you prefer the redistricting process be overseen by:

- ***City Council.*** *Under this scenario, the City Council would take the lead on the redistricting process. Over a series of public hearings, the City Council would create a revised Council district map in coordination with the demographer to reflect updated conditions. The public would be encouraged to attend and provide input at these hearings.*
- ***Advisory Commission.*** *Under this scenario, the City Council would appoint an Advisory Commission to oversee the redistricting process. The Advisory Commission would work with a demographer to create a preferred redistrict map through a series of public meetings. The preferred redistrict map would be presented to the City Council for final approval. The public would be encouraged to attend and provide input at these meetings. The Advisory Council would make a recommendation on district boundaries to Council, but Council would make the final decision.*
- ***Independent Commission.*** *Under this scenario, the City Council would appoint an Independent Commission to oversee the redistricting process. Members of the Independent Commission would work with a demographer and have authority to determine the updated district maps with little to no participation of the City Council. Typically, members of an Independent Commission are not public*

officials and must abstain from public office for a few years after the districts are finalized. The public would be encouraged to attend and provide input during meetings of the Independent Commission. The independent Commission would have the authority to make the final decision on the revised district boundaries.

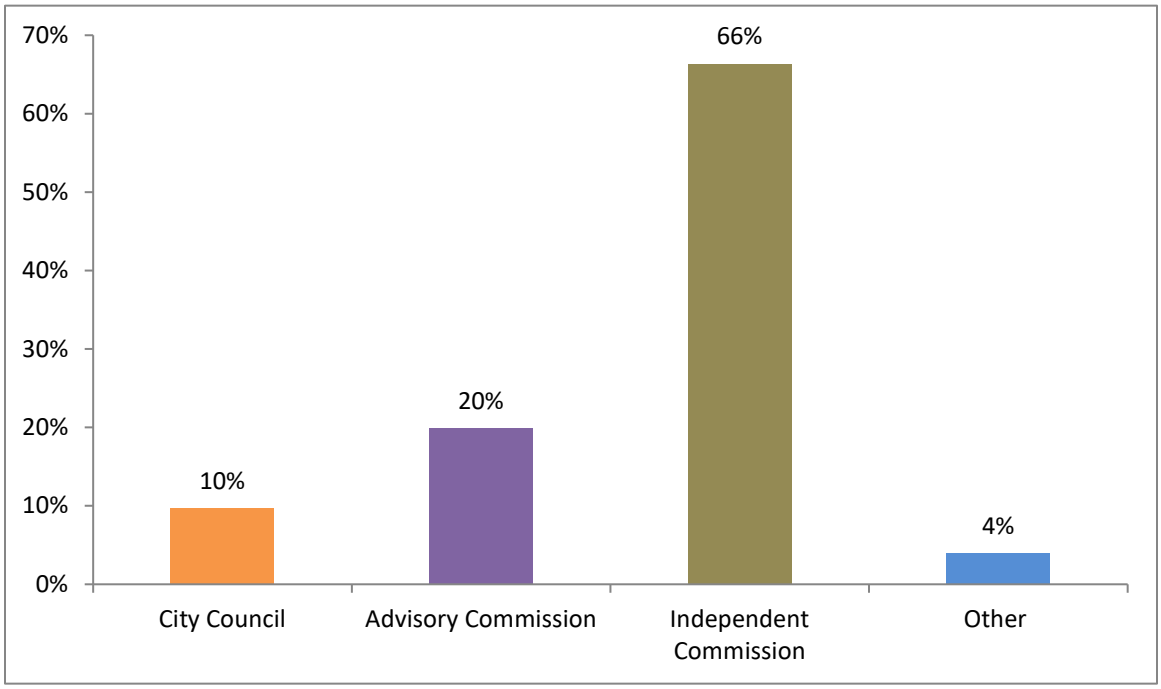
- *Other (please describe).*

OVERALL RESULTS FOR QUESTION 3

Participants at the Community Input workshops were not asked Question 3 because the focus of the workshops was to solicit feedback on how the mayor should be elected if a transition to district-based elections is approved and the factors that should be considered when drawing council districts. However, participants at the Pop-Up Events and online were asked Question 3 to solicit initial feedback on the redistricting process.

There were 226 responses to Question 3. As shown below on Figure 11, the vast majority of respondents indicated that they prefer that an Independent Commission oversee the redistricting process. Since Phase I of the outreach process did not educate participants about this question, future responses could change once the City revisits this topic. A decision about the redistricting process will be made after the US Census releases the 2020 data—likely at some point in 2022. As the redistricting process gets closer, the City will reconsider this question with the community.

Figure 11 Overall Results for Question 3



Source: PlaceWorks, 2019.

Respondents generally felt that members of an Independent Commission, who would be required to abstain from public office after serving on the Commission, would be unbiased and would not have

conflicts of interest. One commenter stated that an Advisory Committee overseeing the redistricting process would include members who are already civically engaged and would, therefore, be more qualified to make these informed decisions compared to an Independent Commission.

A total of 4 percent of participants indicated "other" as their answer. Common responses for "other" included:

- Independent non-Sunnyvale resident commission should be formed.
- An independent commission should be used, but one that is not appointed by the City Council.
- An independent commission with a stipulation that these members will never be able to be a public official.
- Have both an advisory and an independent commission that work together to make a recommendation to the City Council.

COMMUNITY MAPPING SURVEY RESULTS

Community Mapping Surveys asked residents to identify their community by name, describe the defining characteristics of their Sunnyvale community, and draw their community on a map of Sunnyvale. Participants were encouraged to give multiple submissions to indicate all of their identifiable communities. PlaceWorks collected the Community Mapping Survey at the three Community Input Workshops, 12 pop-up events, and online. All completed Community Mapping Surveys can be found in Appendix D.

OVERALL RESULTS FOR COMMUNITY MAPPING SURVEY

There was a total of 294 responses to the Community Mapping Survey.

- Overall, the most common communities of interest were either a Homeowners Association (HOA), mobile home park (MHP), or other type of neighborhood, which represented about 35 percent of the responses, as shown on Figure 12.
- The second most common community of interest was defined by physical boundaries including major highways, roadways, and the Caltrain right-of-way, comprising approximately 19 percent of responses. Examples of physical boundaries defined by participants included Highway 101, Highway 237, Highway 82, Fair Oaks Avenue, and Sunnyvale Saratoga Road.
- Another prevalent community of interest focused on school boundaries, and other indicated communities included park service areas, racial or ethnic communities, and communities made up primarily of homeowners or renters.
- The "Other" category, as shown on Figure 12, includes shopping centers and areas of similar socioeconomics and demographics.

To determine the geographic spread of the communities of interest, PlaceWorks categorized the results as follows:

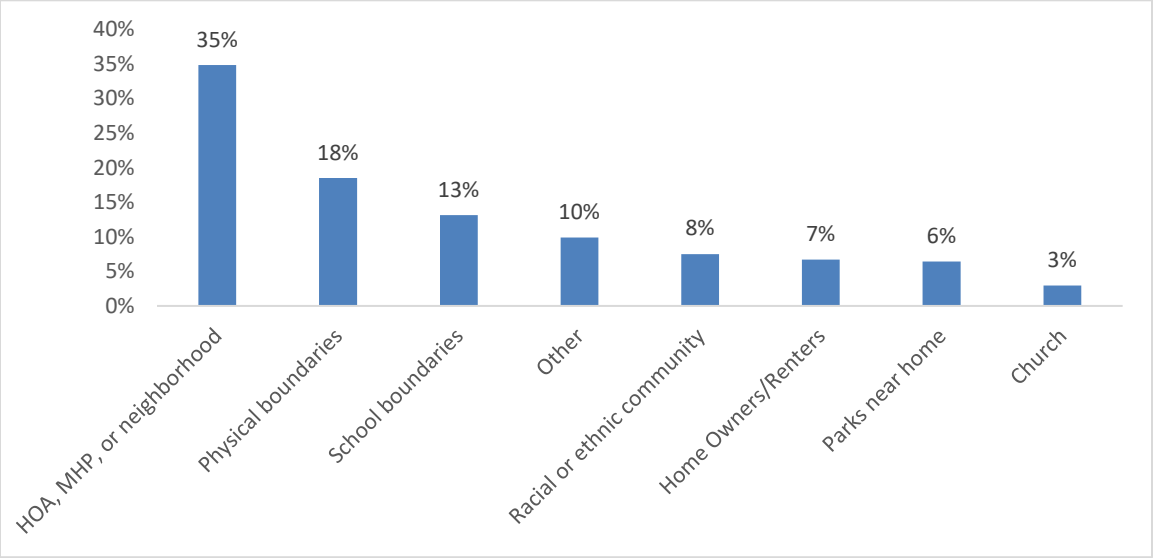
- North: The region of Sunnyvale north of Highway 101
- Central: The region of Sunnyvale between Highway 101 and Highway 82

- South: The region of Sunnyvale below Highway 82

Communities of interest were generally well-distributed throughout the City. Figure 13 illustrates the most common communities of interest submitted including:

- Communities of interest in the North subregion were generally drawn between Highway 237 and Highway 101. The majority of these communities of interest included mobile home parks such as Plaza Del Rey, Casa De Amigos, and Adobe Wells.
- Communities of interest in the Central subregion primarily included HOAs, neighborhoods, Downtown, and school boundaries, including Cherry Chase Elementary School and Cumberland Elementary School.

Figure 12 Common Themes from the Community Mapping Survey



Source: PlaceWorks, 2019.

- The South subregion communities of interest primarily consisted of neighborhoods, including Birdland, Cumberland South, and the Cherryhill Neighborhood Association. School boundaries were another common community of interest in the South subregion such as Stocklmeir Elementary School, West Valley Elementary School, the Santa Clara Unified School District, and the Cupertino Union School District.

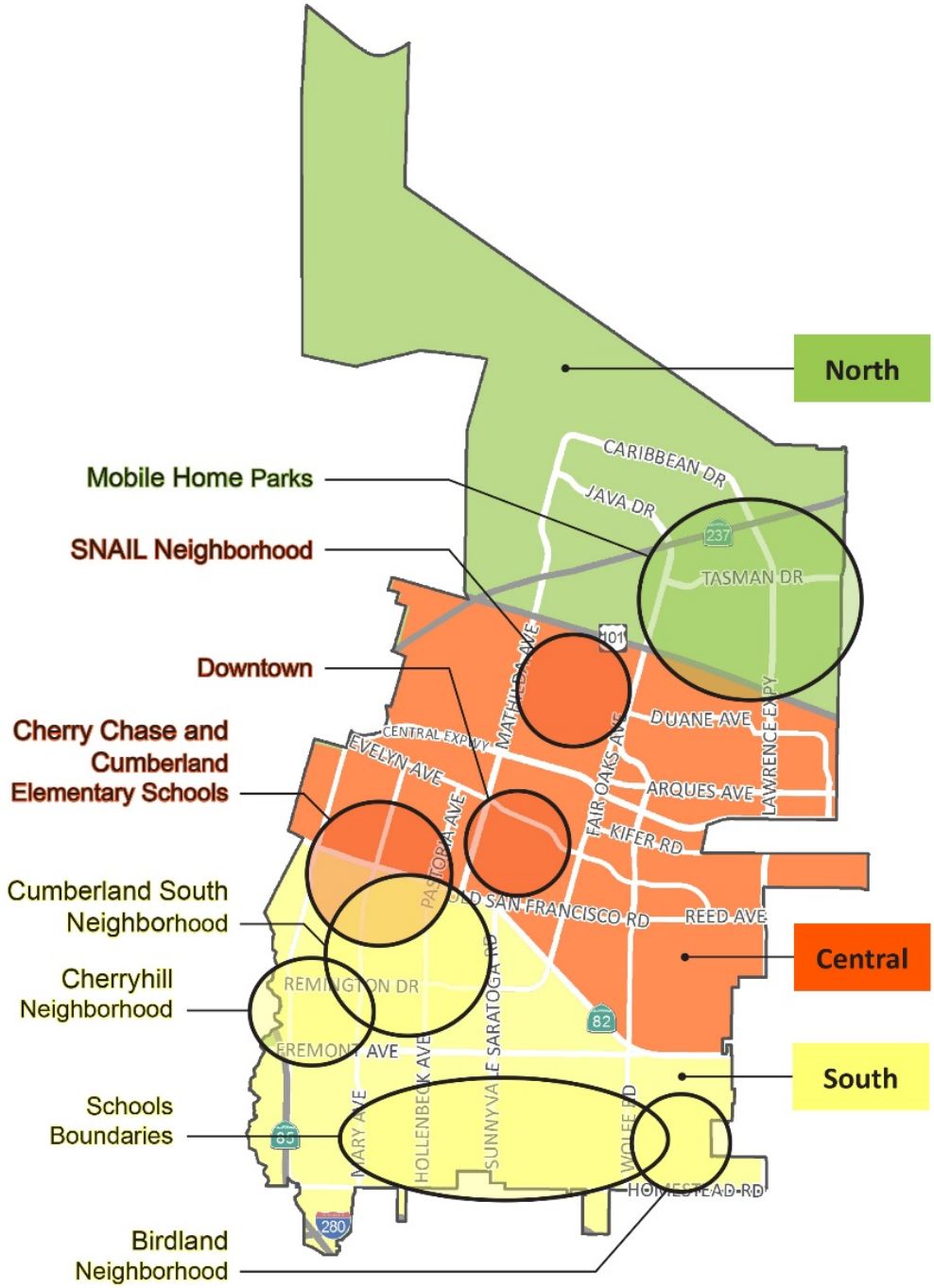
From within the three subregions, trends for subregional preferences emerged as well:

- In the North Sunnyvale region, almost half (47 percent) of all responses drew a community of interest between Highway 237 and Highway 101, and an additional 23 percent of the respondents mapped the entire North Sunnyvale region as one community.

- In the Central Sunnyvale region, the two most popular communities were drawn to keep both the north/central portion and the center portion of the region cohesive, comprising 17 percent and 18 percent of responses respectively.
- Responses drawn in the South Sunnyvale region indicated interest in keeping the southwest portion of this region together.

Figure 13 also illustrates the three subregions.

Figure 13 Communities of Interest in Each Subregion



Source: PlaceWorks, 2019.

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GODBE RESEARCH
Gain Insight

CITY OF SUNNYVALE

2019 District Elections Survey

Topline Report
n=528
12 minutes
Likely March 2020 Voters

May 29, 2019

www.godberesearch.com

Northern California and Corporate Offices
1575 Bayshore Highway, Suite 102
Burlingame, CA 94010

Nevada
59 Damonte Ranch Parkway, Suite B309
Reno, NV 89521

Pacific Northwest
601 108th Avenue NE, Suite 1900
Bellevue, WA 98004

METHODOLOGY

Sample Universe:
- 37,726 Likely March 2020 Voters

Sample Size:
n=528 Likely March 2020 Voters

Data Collection Methodology:
n=72 Landline
n=28 Cell
n=146 Online from email invitation
n=282 Online from text invitation

Marin of Error:
- Likely March 2020 Voters ± 4.24%

Interview Dates: May 15 to May 18, 2019

SUNNYVALE CLIMATE

		Total		
		Column N %	Count	Mean
1. In general, are you satisfied or dissatisfied with the overall quality of life in Sunnyvale?	Very satisfied	38.0%	201	
	Somewhat satisfied	43.6%	230	
	Somewhat dissatisfied	13.9%	73	
	Very dissatisfied	3.7%	20	
	DK/NA	0.9%	5	
	Total Satisfied	81.6%		
	Total Dissatisfied	17.6%		
	Ratio Sat to Dissat	4.6		
2. Generally speaking, are you satisfied or dissatisfied with the job Sunnyvale is doing to provide city services?	Very satisfied	35.7%	188	
	Somewhat satisfied	45.9%	242	
	Somewhat dissatisfied	10.3%	54	
	Very dissatisfied	3.8%	20	
	DK/NA	4.4%	23	
	Total Satisfied	81.6%		
	Total Dissatisfied	14.1%		
	Ratio Sat to Dissat	5.8		

INITIAL BALLOT TESTS

		Total		
		Column N %	Count	Mean
3. Shall the City Charter be amended to change the system for electing city council members from the current system of 7 numbered seats elected at large to 7 single-member council districts elected by the voters of each district, maintaining existing provisions for 2, 4-year terms and appointment of the mayor by the Council from one of its members?	Definitely Yes	17.0%	46	
	Probably Yes	31.1%	83	
	Probably No	15.1%	41	
	Definitely No	13.7%	37	
	DK/NA	23.1%	62	
	Total Yes	48.1%		
	Total No	28.8%		
4. Shall the City Charter be amended to change the system for electing city council members from the current system of 7 numbered seats elected at large to 6 single-member council districts elected by the voters of each district and a mayor elected by all voters of the City, maintaining existing provisions for 2, 4-year terms for all elected council members and the mayor?	Definitely Yes	20.5%	53	
	Probably Yes	32.1%	83	
	Probably No	16.3%	42	
	Definitely No	7.7%	20	
	DK/NA	23.3%	61	
	Total Yes	52.6%		
	Total No	24.1%		
5. Before taking this survey, what had you seen, heard or read about the district election issue in Sunnyvale?	Heard about it/Know about it/Nothing specific	6.8%	36	
	Change to district map/Number of representatives	4.7%	25	
	Equal representation/Help minorities	4.3%	23	
	Opened to litigation/lawsuits	3.5%	18	
	Read about/Mercury news	3.5%	18	
	Other city's and done the same	2.1%	11	
	Read online/Nextdoor/City website	1.4%	7	
	Mail/Newsletters	0.7%	4	
	Negative - General mention	0.5%	2	
	Gone to meetings/City council	0.4%	2	
	Voted before/Past year	0.4%	2	
	Should not have districts	0.3%	2	
	Don't understand it	0.1%	1	
	Positive - General mention	0.0%	0	
	Other mention	0.7%	3	
	Not seen, heard or read about the district election issue	63.3%	334	
	DK/NA	12.8%	68	

FEATURES OF THE MEASURE

		Total		
		Column N %	Count	Mean
Q6A. The measure would ensure specific neighborhoods can elect a council member	Much More Likely	27.1%	143	57.6%
	Swt. More Likely	30.5%	161	
	No Effect	17.1%	90	
	Swt. Less Likely	6.4%	34	
	Much Less Likely	9.0%	48	
	DK/NA	9.9%	52	
Q6B. The measure could result in more diversity among council members	Much More Likely	32.6%	172	63.2%
	Swt. More Likely	30.6%	162	
	No Effect	21.4%	113	
	Swt. Less Likely	4.1%	21	
	Much Less Likely	4.3%	22	
	DK/NA	7.1%	37	
Q6C. The measure would protect the City from an impending lawsuit under the California Voting Rights Act	Much More Likely	26.7%	141	58.0%
	Swt. More Likely	31.3%	165	
	No Effect	18.1%	95	
	Swt. Less Likely	2.8%	15	
	Much Less Likely	4.4%	23	
	DK/NA	16.7%	88	
Q6D. Instead of picking representatives from the entire city, known as at-large elections, the measure would switch to district elections that portion the City into geographic areas.	Much More Likely	26.8%	142	57.6%
	Swt. More Likely	30.8%	162	
	No Effect	16.6%	87	
	Swt. Less Likely	7.4%	39	
	Much Less Likely	9.5%	50	
	DK/NA	9.0%	47	

FEATURES OF THE MEASURE -- RANKED BY MEAN SCORE

	Total		
	Column N %	Count	Mean
Q6B. The measure could result in more diversity among council members			0.90
Q6C. The measure would protect the City from an impending lawsuit under the California Voting Rights Act			0.88
Q6A. The measure would ensure specific neighborhoods can elect a council member			0.67
Q6D. Instead of picking representatives from the entire city, known as at-large elections, the measure would switch to district elections that portion the City into geographic areas.			0.64

INFORMATIONAL STATEMENTS

		Total		
		Column N %	Count	Mean
Q7A. The California Voting Rights Act of 2001 requires that cities ensure that the votes of racial minorities are not diluted in at-large election systems. Moving to district elections will protect the City from a lawsuit	Much more likely to vote YES	26.9%	142	58.4%
	Swt. more likely to vote YES	31.4%	166	
	No effect	29.3%	154	
	DK/NA	12.4%	65	
Q7B. Many other cities and school districts have faced costly lawsuits to force them to change to district elections in order to conform with State law	Much more likely to vote YES	24.8%	131	58.5%
	Swt. more likely to vote YES	33.7%	178	
	No effect	27.8%	147	
	DK/NA	13.7%	72	
Q7C. The measure would help the City avoid a costly law suit that could cost the City millions of dollars and force a change to district election	Much more likely to vote YES	34.4%	182	67.8%
	Swt. more likely to vote YES	33.4%	176	
	No effect	21.6%	114	
	DK/NA	10.6%	56	
Q7D. Smaller council districts may make it easier for neighborhood leaders to run for council and avoid having to run costly campaigns	Much more likely to vote YES	31.7%	167	66.2%
	Swt. more likely to vote YES	34.5%	182	
	No effect	25.8%	136	
	DK/NA	8.0%	42	
Q7E. Last November, 57 cities across California changed how they elected city councils, switching for the first time to elect council members by distinct geographic districts	Much more likely to vote YES	21.4%	113	48.4%
	Swt. more likely to vote YES	26.9%	142	
	No effect	40.6%	214	
	DK/NA	11.0%	58	
Q7F. The measure would continue the current process of the City Council appointing one of its members mayor every two years	Much more likely to vote YES	20.9%	56	45.9%
	Swt. more likely to vote YES	25.0%	67	
	No effect	41.2%	111	
	DK/NA	12.9%	35	
Q7G. The measure allows the voters to decide who will be mayor	Much more likely to vote YES	34.8%	90	66.0%
	Swt. more likely to vote YES	31.2%	81	
	No effect	26.3%	68	
	DK/NA	7.7%	20	
Q7H. The measure would require the Mayor to be elected by all voters and be the only person elected by the entire City	Much more likely to vote YES	33.3%	86	65.2%
	Swt. more likely to vote YES	31.9%	83	
	No effect	26.8%	70	
	DK/NA	8.0%	21	

INFORMATIONAL STATEMENTS -- RANKED BY MEAN SCORE

	Total		
	Column N %	Count	Mean
Q7C. The measure would help the City avoid a costly law suit that could cost the City millions of dollars and force a change to district election			1.14
Q7G. The measure allows the voters to decide who will be mayor			1.09
Q7H. The measure would require the Mayor to be elected by all voters and be the only person elected by the entire City			1.07
Q7D. Smaller council districts may make it easier for neighborhood leaders to run for council and avoid having to run costly campaigns			1.06
Q7A. The California Voting Rights Act of 2001 requires that cities ensure that the votes of racial minorities are not diluted in at-large election systems. Moving to district elections will protect the City from a lawsuit			0.97
Q7B. Many other cities and school districts have faced costly lawsuits to force them to change to district elections in order to conform with State law			0.96
Q7E. Last November, 57 cities across California changed how they elected city councils, switching for the first time to elect council members by distinct geographic districts			0.78
Q7F. The measure would continue the current process of the City Council appointing one of its members mayor every two years			0.77

CRITICAL STATEMENTS

		Total		
		Column N %	Count	Mean
Q8A. The measure could pit neighborhood against neighborhood and they may no longer be focused on the good of the entire city, but more narrow constituencies	Much More Likely to vote NO	23.5%	124	53.8%
	Swt. More Likely to vote NO	30.3%	160	
	No Effect	29.1%	154	
	DK/NA	17.1%	90	
Q8B. Under the new system voters would be voting for one council member only once every 4 years, instead of voting every two years for several council members	Much More Likely to vote NO	21.5%	113	47.9%
	Swt. More Likely to vote NO	26.4%	139	
	No Effect	38.3%	202	
	DK/NA	13.8%	73	
Q8C. Under the new system voters would not be able to vote for the entire council as they do now	Much More Likely to vote NO	20.6%	109	44.3%
	Swt. More Likely to vote NO	23.7%	125	
	No Effect	41.9%	221	
	DK/NA	13.8%	73	
Q8D. Without a directly elected mayor no city council member would represent the entire city	Much More Likely to vote NO	21.2%	57	43.1%
	Swt. More Likely to vote NO	21.8%	59	
	No Effect	35.1%	94	
	DK/NA	21.8%	59	
Q8E. The measure would make the Mayoral election very expensive and the successful candidate may be beholden to wealthy special interests	Much More Likely to vote NO	28.0%	73	54.4%
	Swt. More Likely to vote NO	26.4%	68	
	No Effect	28.6%	74	
	DK/NA	17.0%	44	
Q8F. Sunnyvale voters have rejected a directly elected mayor twice in the past	Much More Likely to vote NO	11.9%	31	27.9%
	Swt. More Likely to vote NO	16.0%	42	
	No Effect	56.7%	147	
	DK/NA	15.4%	40	

CRITICAL STATEMENTS -- RANKED BY MEAN SCORE

	Total		
	Column N %	Count	Mean
Q8E. The measure would make the Mayoral election very expensive and the successful candidate may be beholden to wealthy special interests			0.99
Q8A. The measure could pit neighborhood against neighborhood and they may no longer be focused on the good of the entire city, but more narrow constituencies			0.93
Q8D. Without a directly elected mayor no city council member would represent the entire city			0.82
Q8B. Under the new system voters would be voting for one council member only once every 4 years, instead of voting every two years for several council members			0.80
Q8C. Under the new system voters would not be able to vote for the entire council as they do now			0.75
Q8F. Sunnyvale voters have rejected a directly elected mayor twice in the past			0.47

FINAL BALLOT TESTS

		Total		
		Column N %	Count	Mean
9. Shall the City Charter be amended to change the system for electing city council members from the current system of 7 numbered seats elected at large to 7 single-member council districts elected by the voters of each district, maintaining existing provisions for 2, 4-year terms and appointment of the mayor by the Council from one of its members?	Definitely Yes	20.5%	55	
	Probably Yes	38.0%	102	
	Probably No	15.6%	42	
	Definitely No	11.4%	31	
	DK/NA	14.6%	39	
	Total Yes	58.5%		
	Total No	26.9%		
10. Shall the City Charter be amended to change the system for electing city council members from the current system of 7 numbered seats elected at large to 6 single-member council districts elected by the voters of each district and a mayor elected by all voters of the City, maintaining existing provisions for 2, 4-year terms for all elected council members and the mayor?	Definitely Yes	19.4%	50	
	Probably Yes	35.5%	92	
	Probably No	15.4%	40	
	Definitely No	10.3%	27	
	DK/NA	19.5%	51	
	Total Yes	54.9%		
	Total No	25.6%		

DEMOGRAPHICS

		Total		
		Column N %	Count	Mean
A. Gender	Male	47.7%	252	
	Female	50.9%	269	
	Unknown	1.4%	7	
B. Age	18-29	9.5%	50	
	30-39	12.7%	67	
	40-49	15.6%	83	
	50-69	39.9%	211	
	70+	22.2%	117	
	Not coded	0.0%	0	
C. Broad Ethnic Groupings	East and South Asian	24.8%	131	
	European	47.8%	252	
	Hispanic and Portuguese	12.9%	68	
	Likely African-American	0.4%	2	
	Other	5.4%	28	
	Unknown	8.8%	46	
D. Years of Education	8 or less	Pending		
	9 to 11			
	12			
	13 to 14			
	15 to 16			
	16 or more			
	Unknown			
E. Marital Status	Single or Unknown	51.2%	270	
	Married	29.4%	155	
	Non-Traditional	19.4%	102	
F. Veteran	Yes	4.8%	25	
	Unknown	95.2%	503	
G. Homeownership	Owner	Pending		
	Renter			
H. Zip Code	94085	11.3%	60	
	94086	27.9%	147	
	94087	45.9%	242	
	94089	14.9%	79	
I. Estimated Income Range		Pending		
J. Estimated Home Value Range		Pending		

		Total		
		Column N %	Count	Mean
K. Individual Party	American Independent	1.7%	9	
	Democratic	49.8%	263	
	Green	0.3%	1	
	Libertarian	0.4%	2	
	Natural Law	0.0%	0	
	Non-Partisan	29.5%	156	
	Other	0.4%	2	
	Peace and Freedom	0.0%	0	
	Reform	0.0%	0	
	Republican	18.0%	95	
	Unknown	0.0%	0	
	No data	0.0%	0	
L. Household Party Type	Dem	35.7%	188	
	Dem&Ind	18.9%	100	
	Dem&Rep	6.4%	34	
	Dem&Rep&Ind	2.4%	13	
	Ind	20.1%	106	
	Rep	10.6%	56	
	Rep&Ind	5.9%	31	
	No data	0.0%	0	
M. Household Gender Composition	Mixed Gender Household	60.3%	318	
	Female Only Household	19.8%	104	
	Male Only Household	17.8%	94	
	Cannot Determine	2.2%	11	
	No data	0.0%	0	
N. Registration Date	2017 to present	31.3%	165	
	2013-2016	16.5%	87	
	2009-2012	7.8%	41	
	2005-2008	10.7%	57	
	2001-2004	6.9%	37	
	1997-2000	3.8%	20	
	1993-1996	3.5%	18	
	1981-1992	11.7%	62	
	1980 or before	7.8%	41	
	Not coded	0.0%	0	
O. Voting Frequency	0	0.3%	1	
	1	0.8%	4	
	2	5.3%	28	
	3	9.2%	48	
	4	13.1%	69	
	5	10.7%	57	
	6	13.9%	73	
	7	15.9%	84	
	8	30.9%	163	
P. Voting History		see detailed crosstabs		

		Total		
		Column N %	Count	Mean
Q. Household Voter Count	1	29.8%	157	
	2	48.4%	255	
	3	16.2%	85	
	4	5.6%	30	
	No data	0.0%	0	
R. Permanent Absentee Voter	Military	0.0%	0	
	Permanent US	82.1%	433	
	Unknown	17.9%	95	

City of Sunnyvale

Agenda Item

19-0623 **Agenda Date:** 6/11/2019

SPECIAL ORDER OF THE DAY - National Lesbian, Gay, Bisexual, Transgender and Queer Pride Month (LGBTQ Pride Month)

City of Sunnyvale

Agenda Item

19-0495 **Agenda Date:** 6/11/2019

SUBJECT
Approve City Council Meeting Minutes of May 21, 2019

RECOMMENDATION
Approve the City Council Meeting Minutes of May 21, 2019 as submitted.

City of Sunnyvale

Meeting Minutes - Draft
City Council

Tuesday, May 21, 2019 | **4:30 PM** | **Council Chambers and West Conference Room, City Hall, 456 W. Olive Ave., Sunnyvale, CA 94086**

Special Meeting: Closed Session - 4:30 PM | Special Meeting - 6 PM | Regular Meeting - 7 PM

4:30 P.M. SPECIAL COUNCIL MEETING (Closed Session)

Vice Mayor Melton announced the items for Closed Session and invited any members of the public to make public comments before the meeting.

1 Call to Order in the West Conference Room

Vice Mayor Melton called the meeting to order at 4:30 p.m.

2 Roll Call

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

3 Public Comment

None.

4 Convene to Closed Session

19-0279 Closed Session held pursuant to California Government Code Section 54957:
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: City Attorney

19-0390 Closed Session held pursuant to California Government Code Section 54957:
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: City Manager

19-0580 CONFERENCE WITH LEGAL COUNSEL-PENDING LITIGATION
Closed Session held pursuant to California Government Code Section 54956.9(d)(1):
Name of Case: David Meinhardt v. City of Sunnyvale Personnel Board, et al. Case No. 19-CV-346911

5 Adjourn Special Meeting

Vice Mayor Melton adjourned the meeting at 5:52 p.m.

6 P.M. SPECIAL COUNCIL MEETING (Special Order of the Day)

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

Mayor Klein called the meeting to order at 6:02 p.m.

2 Roll Call

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

3 Public Comment

None.

4 Special Order of the Day

19-0093 6 P.M. SPECIAL COUNCIL MEETING
SPECIAL ORDER OF THE DAY - Department of Public Safety Special Awards
Location: Council Chambers

Mayor Klein, Chief of Public Safety Phan Ngo, and Lieutenant Daniel Pistor presented the Department of Public Safety Special Awards.

5 Adjourn Special Meeting

Mayor Klein adjourned the meeting at 6:36 p.m.

7 P.M. COUNCIL MEETING

CALL TO ORDER

Mayor Klein called the meeting to order at 7:00 p.m.

SALUTE TO THE FLAG

ROLL CALL

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

CLOSED SESSION REPORT

Vice Mayor Melton reported the Council met in Closed Session held pursuant to California Government Code Section 54957: PUBLIC EMPLOYEE PERFORMANCE EVALUATION Title: City Attorney; nothing to report.

Vice Mayor Melton reported the Council met in Closed Session held pursuant to California Government Code Section 54957: PUBLIC EMPLOYEE PERFORMANCE EVALUATION Title: City Manager; nothing to report.

Vice Mayor Melton reported the Council met in Closed Session held pursuant to California Government Code Section 54956.9(d)(1): Name of Case: David Meinhardt v. City of Sunnyvale Personnel Board, et al. Case No. 19 CV 346911; the Council authorized the City Attorney to represent the City of Sunnyvale and the City of Sunnyvale Personnel Board in the case David Meinhardt v. City of Sunnyvale Personnel Board. The motion carried with the following vote: 7-0.

SPECIAL ORDER OF THE DAY

19-0531 SPECIAL ORDER OF THE DAY - Asian Pacific American (APA) Heritage Month

Mayor Klein presented a Proclamation for Asian Pacific American Heritage Month to Sarita Kohli, President and CEO, Asian Americans for Community Involvement (AACI).

19-0294 SPECIAL ORDER OF THE DAY - National Public Works Week

Mayor Klein presented a Proclamation for National Public Works Week to Public Works Director Chip Taylor and staff.

19-0314 SPECIAL ORDER OF THE DAY - Municipal Clerks Week

Mayor Klein presented a proclamation in recognition of Municipal Clerks Week to City Clerk David Carnahan and Deputy City Clerk Sandra Barajas.

ORAL COMMUNICATIONS

Councilmember Larsson shared the upcoming Sustainability Speaker Series.

Mayor Klein provided details of the upcoming multi-faith unity gathering in honor of the eight people injured during the April 23 El Camino injury incident.

Mary Brunkhorst, Sunnyvale Urban Forest Advocates announced upcoming tree walks in Sunnyvale.

CONSENT CALENDAR

Richard Mehlinger, Bicycle and Pedestrian Advisory Commission Member and Kevin Jackson requested to pull Item 1.E for separate consideration.

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

The motion carried with the following vote:

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

No: 0

1.A 19-0513 Approve City Council Meeting Minutes of May 7, 2019.

Approve the City Council Meeting Minutes of May 7, 2019 as submitted.

1.B 19-0432 Approve City Council Meeting Minutes of May 14, 2019

Approve the City Council Meeting Minutes of May 14, 2019 as submitted.

1.C 19-0332 Approve the List(s) of Claims and Bills Approved for Payment by the City Manager

Approve the list(s) of claims and bills.

1.D 19-0301 Approve the FY 2019/20 Preliminary Engineer's Report for the Downtown Parking District Assessment, Adopt a Resolution of Intention to Levy and Collect an Assessment for the Downtown Parking Maintenance District for FY 2019/20, and Set the Date of June 25, 2019 for the Public Hearing on the Proposed Assessment

Approve the Fiscal Year (FY) 2019/20 preliminary Engineer's Report for the Downtown Parking District Assessment, adopt a Resolution of Intention to Levy and Collect an Assessment for the Downtown Parking Maintenance District for FY 2019/20, and set the date of June 25, 2019 for the public hearing on the levy of the proposed Assessment.

1.E 19-0461 Adopt a Resolution to Authorize the Filing of Fiscal Year 2019/20 Transportation Development Act (TDA) Article 3 Application for the Design and Implementation of Pedestrian and Bicycle Safety Improvements at the Intersection of Fremont Avenue and Manet Drive/Bobwhite Avenue

Public Hearing opened at 7:21 p.m.

Richard Mehlinger, Bicycle and Pedestrian Advisory Commission (BPAC) Member shared his support for the recommendation of the Bicycle and Pedestrian Advisory Commission.

Kevin Jackson voiced his support of the BPAC recommendation.

Public Hearing closed at 7:26 p.m.

MOTION: Vice Mayor Melton moved and Councilmember Hendricks seconded the motion to adopt a resolution authorizing the filing of Fiscal Year 2019/20 Transportation Development Act Article 3 application requesting MTC for an allocation of $172,712 for FY 2019/20 to be used for the design and implementation of pedestrian and bicycle safety improvements at the intersection of Fremont

Avenue and Manet Drive/Bobwhite Avenue.

The motion carried with the following vote:

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

No: 0

1.F 19-0489 Approval of Modifications to the Local and Regional Workforce Development Strategic Plans

Approve modifications to the NOVA Local Workforce Development Strategic Plan and the Bay-Peninsula Regional Workforce Development Strategic Plan.

1.G 19-0490 Approve Application for Subsequent Local Area Designation and Local Workforce Board Recertification for NOVA Workforce Development Area

Approve application for subsequent Local Area designation and Local Workforce Board recertification for NOVA Workforce Development Area.

1.H 19-0439 Receive and File the City of Sunnyvale Investment Report - 1st Quarter 2019

Receive and file the City of Sunnyvale - First Quarter 2019 Investment Report.

PUBLIC HEARINGS/GENERAL BUSINESS

2 19-0448 Consider Below Market Rate Alternative Compliance Plans for Residential Development at 1142 Dahlia Court. Applicant: Trumark Homes; Planning Files 2018-7989 and 2018-7451.

Housing Officer Jenny Carloni provided the staff report.

Public Hearing opened at 7:42 p.m.

Garrett Hinds, Director of Architecture, Trumark Homes provided the applicant presentation.

Dixie Lira-Baus, Associate Director Development, Eden Housing voiced support of authorizing in-lieu fees for this project.

Ray Crump spoke in support of the project. He noted the City of Cupertino Below Market Rate (BMR) program provides that for-sale BMR units remain in the BMR program in perpetuity while the City of Sunnyvale BMR program allows BMR owners to sell after 30 years.

Richard Mehlinger shared his support of the project, noting that he would have preferred more housing density at the site.

Public Hearing closed at 7:48 p.m.

MOTION: Councilmember Hendricks moved and Councilmember Smith seconded the motion to approve Alternative 1: Approve the Applicant's BMR Alternative Compliance Plan for the project located at 1142 Dahlia Court, as shown in Attachment 2 to the report.

The motion carried with the following vote:

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

No: 0

3 19-0523 Authorize the City Manager or His Designee to Execute a Small Cell License Agreement with New Cingular Wireless PCS, LLC, d/b/a AT&T Wireless and Delegate Authority for Term Extensions and Find the Project Categorically Exempt under CEQA

Public Works Director Chip Taylor provided the staff report and presentation.

Tedi Vriheas, Assistant Vice President External Affairs, AT&T responded to questions from Council.

Public Hearing opened at 7:29 p.m.

No speakers.

Public Hearing closed at 7:29 p.m.

MOTION: Councilmember Fong moved and Councilmember Hendricks seconded the motion to approve Alternative 1: Authorize the City Manager or his designee to execute the Small Cell License Agreement, in substantially the same form as in Attachment 1 to the report, with New Cingular Wireless PCS, LLC, d/b/a AT&T Wireless and authorize the City Manager or his designee to extend the term for two (2) additional five (5) year terms, and make a finding and make a finding that the action is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15302 and 15303.

The motion carried with the following vote:

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

No: 0

COUNCILMEMBERS REPORTS ON ACTIVITIES FROM INTERGOVERNMENTAL COMMITTEE ASSIGNMENTS

Councilmember Larsson shared his attendance at a Bay Area Water Supply and Conservation Agency (BAWSCA) meeting. Water usage has remained lower than pre-drought levels indicating a potential need to reevaluate baseline water usage levels.

Councilmember Hendricks reported the Federal Aviation Administration (FAA) has released a new response to the SJC Ad Hoc Advisory Committee on South Flow Arrivals Report.

Councilmember Smith announced that Silicon Valley Clean Energy, Peninsula Clean Energy, East Bay Community Energy, and San Jose Clean Energy are entering into a cost sharing and reimbursement agreement. She shared her

attendance at a Santa Clara County meeting to plan the 2020 centennial celebration of women gaining the right to vote.

Vice Mayor Klein shared his attendance at the Santa Clara County Expressway Policy Advisory Board where the Board recommended Measure B funding for various projects, including several in Sunnyvale.

NON-AGENDA ITEMS & COMMENTS

-Council

Councilmember Fong proposed a study issue to establish a formal SMART City initiative. Mayor Klein and Councilmember Goldman cosponsored the study issue.

Vice Mayor Melton reported the California Department of Transportation (Caltrans) plans to install a HAWK pedestrian crosswalk signal on El Camino Real at Helen Avenue. He shared his appreciation for new signage at the Community Center. Vice Mayor Melton requested an informational report to Council regarding repaving of Wolfe Road and work planned by Pacific Gas and Electric (PG&E) along the corridor. He voiced gratitude for the conscientious scheduling of PG&E gas main replacement work along a different section of Wolfe Road.

Councilmember Hendricks shared his support of the Vice Mayor's request for information regarding Wolfe Road repaving.

-City Manager

City Manager Kent Steffens announced the Council's upcoming Budget Workshop.

INFORMATION ONLY REPORTS/ITEMS

19-0514	Tentative Council Meeting Agenda Calendar
19-0516	Information/Action Items
19-0517	Board/Commission Meeting Minutes

ADJOURNMENT

Mayor Klein adjourned the meeting at 8:53 p.m.

City of Sunnyvale

Agenda Item

19-0536 **Agenda Date:** 6/11/2019

SUBJECT
Approve Special City Council Meeting Minutes of May 23, 2019

RECOMMENDATION
Approve the Special City Council Meeting Minutes of May 23, 2019 as submitted.

City of Sunnyvale

Meeting Minutes - Draft
City Council

Thursday, May 23, 2019 | **8:30 AM** | **Council Chambers, City Hall, 456 W. Olive Ave., Sunnyvale, CA 94086**

Special Meeting - Budget Workshop

CALL TO ORDER

Mayor Klein called the special meeting to order at 8:33 a.m

SALUTE TO THE FLAG

ROLL CALL

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

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE CITY COUNCIL REGARDING BUDGET WORKSHOP

Josué García, South Bay Piping Industry Labor Management Trust requested Council include funding to eliminate wage theft in the construction industry through enforcement of the Responsible Construction Ordinance.

Michael Johnson, Executive Director, Sunnyvale Downtown Association encouraged Council to continue funding for Association events.

Kristel Wickham, Sustainability Commission Member communicated funding recommendations from the Commission for the Climate Action Plan.

Ruth Silver Taube, Santa Clara County Wage Theft Coalition urged Council to update the Responsible Construction Ordinance to apply to Department of Public Works contracts and add additional transparency measures in these contracts.

Tony Spitaleri requested Council waive City fees for the Pet Parade.

WORKSHOP

19-0103 8:30 A.M. SPECIAL COUNCIL MEETING
Budget Workshop

City Manager Kent Steffens provided an overview of the budget and presented the budget message.

Director of Finance Tim Kirby and Assistant Director of Finance Grace Zheng provided the budget report and presentation overview of the General Fund.

Budget Manager Felicia Silva provided the presentation overview of Special Revenue Funds.

Council recessed at 10:34 a.m.

Council reconvened with all Councilmembers present at 10:50 a.m.

Director of Finance Tim Kirby and Budget Manager Felicia Silva provided the presentation overview of Capital Funds and Infrastructure Funds.

Director of Finance Tim Kirby and Budget Manager Felicia Silva provided the presentation overview of Enterprise Funds.

Council recessed for lunch at 12:05 p.m.

Council reconvened with all Councilmembers present at 12:52 p.m.

Assistant Director of Finance Grace Zheng provided the presentation overview of Internal Service Funds.

Department Directors provided reports as follows:

Ramana Chinnakotla, Director of Environmental Services
Kathleen Boutte' Foster, Director of Information Technology
Chip Taylor, Director of Public Works
Phan Ngo, Director of Public Safety
Chip Taylor, Director of Public Works, for Parks and Recreation, Library, and Administrative Facilities

Council recessed at 3:00 p.m.

Council reconvened with all Councilmembers present at 3:12 p.m.

Trudi Ryan, Director of Community Development

BUDGET SUPPLEMENTS

MOTION: Councilmember Larsson moved and Councilmember Smith seconded the motion to approve Budget Supplements 1 and 3 through 8.

The motion carried by the following vote:

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

No: 0

MOTION: Councilmember Larsson moved and Councilmember Hendricks seconded the motion to not approve the Budget Supplement 2.

FORMAL AMENDMENT: Councilmember Goldman moved and Vice Mayor Melton seconded the motion to separate Budget Supplement 2 into two components and only approve the Technological Innovation component.

The amendment carried by the following vote:

Yes: 4 - Mayor Klein
Vice Mayor Melton
Councilmember Smith
Councilmember Goldman

No: 3 - Councilmember Larsson
Councilmember Hendricks
Councilmember Fong

The amended motion carried by the following vote:

Yes: 5 - Mayor Klein
Vice Mayor Melton
Councilmember Larsson
Councilmember Smith
Councilmember Goldman

No: 2 - Councilmember Hendricks
Councilmember Fong

MOTION: Vice Mayor Melton moved and Councilmember Fong seconded the motion to approve the Budget Supplement 9.

The motion carried by the following vote:

Yes: 6 - Mayor Klein
Vice Mayor Melton
Councilmember Larsson
Councilmember Smith
Councilmember Goldman
Councilmember Fong

No: 1 - Councilmember Hendricks

MOTION: Councilmember Larsson moved and Vice Mayor Melton seconded the motion to approve the Budget Supplement 10, Option 1 at $70,000.

AMENDMENT: Vice Mayor Melton moved and Councilmember Smith seconded the motion to amend, replacing Option 1 at $70,000 with Option 2 at $170,000.

The amendment failed by the following vote:

Yes: 3 - Vice Mayor Melton
Councilmember Smith
Councilmember Goldman

No: 4 - Mayor Klein
Councilmember Larsson
Councilmember Hendricks
Councilmember Fong

The original motion carried by the following vote:

Yes: 5 - Mayor Klein
Vice Mayor Melton
Councilmember Larsson
Councilmember Smith
Councilmember Goldman

No: 2 - Councilmember Hendricks
Councilmember Fong

MOTION: Vice Mayor Melton moved and Councilmember Fong seconded the motion to approve the Budget Supplement 11, Alternative 1 for a total of $21,000 per year.

The motion carried by the following vote:

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

No: 0

MOTION: Vice Mayor Melton moved and Councilmember Fong seconded the motion to approve the Budget Supplement 12, Alternative 2.

The motion carried by the following vote:

Yes: 6 - Mayor Klein
Vice Mayor Melton
Councilmember Larsson
Councilmember Smith
Councilmember Goldman
Councilmember Fong

No: 1 - Councilmember Hendricks

MOTION: Vice Mayor Melton moved and Councilmember Goldman seconded the motion to direct the FY 2020/21 amount of $1 million earmarked for the Service Level Set-Aside to the pension trust.

The motion carried by the following vote:

Yes: 3 - Vice Mayor Melton
Councilmember Smith
Councilmember Goldman

No: 4 - Mayor Klein
Councilmember Larsson
Councilmember Hendricks
Councilmember Fong

MOTION: Councilmember Larrson moved and Councilmember Hendricks seconded the motion to not approve the Budget Supplement 13.

The motion carried by the following vote:

Yes: 5 - Mayor Klein
Councilmember Larsson
Councilmember Hendricks
Councilmember Smith
Councilmember Fong

No: 2 - Vice Mayor Melton
Councilmember Goldman

SUMMARY AND CONCLUDING REMARKS

City Manager Kent Steffens provided closing remarks.

ADJOURNMENT

Mayor Klein adjourned the meeting at 4:47 p.m.

City of Sunnyvale

Agenda Item

19-0333 **Agenda Date:** 6/11/2019

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
972	05-05-19 through 05-11-19	$1,755,274.54
973	05-12-19 through 05-18-19	$3,950,137.65
974	05-19-19 through 05-25-19	$11,929,684.15

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

LIST # 972

List of All Claims and Bills Approved for Payment

For Payments Dated 5/5/2019 through 5/11/2019

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
xxx313545	5/7/19	A & R BOOTH RENTALS	6435	Special Events	240.00	0.00	240.00	**$240.00**
xxx313546	5/7/19	AAA SPEEDY SMOG TEST ONLY STATION	028868	Automotive Maintenance & Repair Labor	40.00	0.00	40.00	**$120.00**
			028875	Automotive Maintenance & Repair Labor	40.00	0.00	40.00	
			028880	Automotive Maintenance & Repair Labor	40.00	0.00	40.00	
xxx313547	5/7/19	ADAMSON POLICE PRODUCTS	INV292769	Clothing, Uniforms & Access	584.90	0.00	584.90	**$4,572.90**
			INV292879	Clothing, Uniforms & Access	576.18	0.00	576.18	
			INV293426	Clothing, Uniforms & Access	434.61	0.00	434.61	
			INV293428	Clothing, Uniforms & Access	565.39	0.00	565.39	
			INV293437	Clothing, Uniforms & Access	528.32	0.00	528.32	
			INV293444	Clothing, Uniforms & Access	528.32	0.00	528.32	
			INV293448	Clothing, Uniforms & Access	546.86	0.00	546.86	
			INV293452	Clothing, Uniforms & Access	481.47	0.00	481.47	
			INV293484	Clothing, Uniforms & Access	196.07	0.00	196.07	
			INV293491	Clothing, Uniforms & Access	130.78	0.00	130.78	
xxx313548	5/7/19	AIR COOLED ENGINES INC	81832	Parts, Vehicles & Motor Equip	136.06	0.00	136.06	**$136.06**
xxx313549	5/7/19	ASSOCIATED INFRASTRUCTURE MGMT SERVICES	2018-021	Consultants	4,629.15	0.00	4,629.15	**$4,629.15**
xxx313550	5/7/19	BKF ENGINEERS	18120002	Consultants	18,726.98	0.00	18,726.98	**$18,726.98**
xxx313551	5/7/19	BAY AREA POLYGRAPH	888	Investigation Expense	1,150.00	0.00	1,150.00	**$1,150.00**
xxx313552	5/7/19	BELKORP AG LLC	533418	Parts, Vehicles & Motor Equip	118.88	0.00	118.88	**$649.72**
			534804	Parts, Vehicles & Motor Equip	47.95	0.00	47.95	
			535494	Parts, Vehicles & Motor Equip	482.89	0.00	482.89	
xxx313553	5/7/19	BRIGHTVIEW TREE CARE SERVICES INC	6218802	Services Maintain Land Improv	11,268.00	0.00	11,268.00	**$11,268.00**
xxx313554	5/7/19	BUCKLES-SMITH ELECTRIC CO	3142514-00	Electrical Parts & Supplies	619.09	0.00	619.09	**$619.09**
xxx313555	5/7/19	CALCON SYSTEMS INC	44340	Contracts/Service Agreements	757.50	0.00	757.50	**$757.50**
xxx313556	5/7/19	CHERRYROAD TECHNOLOGIES INC	3007714-IN	Professional Services	59,351.25	0.00	59,351.25	**$59,351.25**
xxx313557	5/7/19	D & M TRAFFIC SERVICES INC	64107	Misc Equip Maint & Repair - Materials	4,142.00	0.00	4,142.00	**$4,142.00**
xxx313558	5/7/19	DAVID J POWERS & ASSOC INC	23497	Developer Passthroughs-Downtown Projects	11,685.76	0.00	11,685.76	**$32,880.12**

List of All Claims and Bills Approved for Payment

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			23600	Developer Passthroughs-Downtown Projects	21,194.36	0.00	21,194.36	
xxx313559	5/7/19	DEL GAVIO GROUP	8881	Professional Services	2,885.00	0.00	2,885.00	**$5,140.00**
			8882	Professional Services	2,255.00	0.00	2,255.00	
xxx313560	5/7/19	FBD VANGUARD CONSTRUCTION INC	SFERTS2SCHL#03	Construction Services	2,000.00	0.00	2,000.00	**$131,604.32**
			SFERTS2SCHL#06	Construction Services	129,604.32	0.00	129,604.32	
xxx313561	5/7/19	FAST RESPONSE ON-SITE TESTING INC	151772	Medical Services	2,781.64	0.00	2,781.64	**$10,980.00**
			151772	Contracts/Service Agreements	5,298.36	0.00	5,298.36	
			151778	Medical Services	998.36	0.00	998.36	
			151778	Contracts/Service Agreements	1,901.64	0.00	1,901.64	
xxx313562	5/7/19	FEDEX	6-385-00523	Mailing & Delivery Services	5.42	0.00	5.42	**$5.42**
xxx313563	5/7/19	GARDENLAND POWER EQUIPMENT	663389	Misc Equip Maint & Repair - Labor	194.99	0.00	194.99	**$2,384.02**
			663389	Misc Equip Maint & Repair - Materials	126.79	0.00	126.79	
			663409	Misc Equip Maint & Repair - Materials	19.54	0.00	19.54	
			664862	Hand Tools	524.36	0.00	524.36	
			667245	Misc Equip Maint & Repair - Materials	452.44	0.00	452.44	
			668647	Misc Equip Maint & Repair - Materials	1,034.27	0.00	1,034.27	
			668660	Misc Equip Maint & Repair - Materials	31.63	0.00	31.63	
xxx313564	5/7/19	HDR ENGINEERING INC	1200185593	Engineering Services	5,866.26	0.00	5,866.26	**$5,866.26**
xxx313565	5/7/19	HULA HALAU'O PI'ILANI	04262019	Rec Instructors/Officials	990.00	0.00	990.00	**$990.00**
xxx313566	5/7/19	HYBRID COMMERCIAL PRINTING INC	26805	Printing & Related Services	198.38	0.00	198.38	**$198.38**
xxx313567	5/7/19	IMPERIAL MAINTENANCE SERVICES INC	9	Professional Services	59,794.00	0.00	59,794.00	**$59,794.00**
xxx313568	5/7/19	INFOR	06/18-20/2019	Training and Conferences	3,698.00	0.00	3,698.00	**$3,698.00**
xxx313569	5/7/19	INGRAM LIBRARY SERVICES INC	39935037	Library Acquisitions, Books	731.64	0.00	731.64	**$38,148.37**
			39935037	Library Materials Preprocessing	52.81	0.00	52.81	
			39935041	Library Acquisitions, Books	911.29	0.00	911.29	
			39935041	Library Materials Preprocessing	798.47	0.00	798.47	
			39935042	Library Acquisitions, Books	5,274.12	0.00	5,274.12	
			39935042	Library Materials Preprocessing	2,003.36	0.00	2,003.36	
			39935043	Library Acquisitions, Books	558.44	0.00	558.44	

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			39935044	Library Acquisitions, Books	6,068.59	0.00	6,068.59	
			39935044	Library Materials Preprocessing	363.51	0.00	363.51	
			39935045	Library Acquisitions, Books	5,639.81	0.00	5,639.81	
			39935045	Library Materials Preprocessing	371.38	0.00	371.38	
			39935046	Library Acquisitions, Books	8,002.87	0.00	8,002.87	
			39935046	Library Materials Preprocessing	1,206.03	0.00	1,206.03	
			39935047	Library Acquisitions, Books	5,267.16	0.00	5,267.16	
			39935047	Library Materials Preprocessing	898.89	0.00	898.89	
xxx313571	5/7/19	JETMULCH INC	11364-OL	Materials - Land Improve	2,992.05	0.00	2,992.05	**$2,992.05**
xxx313572	5/7/19	KME FIRE APPARATUS	CA548115	Parts, Vehicles & Motor Equip	571.97	0.00	571.97	**$571.97**
xxx313573	5/7/19	KEENAN & ASSOCIATES	226186	Workers' Compensation - Administration	34,995.83	0.00	34,995.83	**$34,995.83**
xxx313574	5/7/19	LTI ELECTRIC INC	3407	Facilities Maint & Repair - Labor	190.00	0.00	190.00	**$769.00**
			3407	Facilities Maint & Repair - Materials	579.00	0.00	579.00	
xxx313575	5/7/19	LORI NEUMANN	LN2019MA	Rec Instructors/Officials	1,267.20	0.00	1,267.20	**$1,267.20**
xxx313576	5/7/19	LYNGSO GARDEN MATERIALS INC	964473	Materials - Land Improve	3,637.55	0.00	3,637.55	**$6,588.73**
			964490	Materials - Land Improve	2,951.18	0.00	2,951.18	
xxx313577	5/7/19	MCMASTER CARR SUPPLY CO	93039502	Electrical Parts & Supplies	329.21	0.00	329.21	**$329.21**
xxx313578	5/7/19	MICHAEL BAKER INTERNATIONAL	1046306	Miscellaneous Services	3,434.87	0.00	3,434.87	**$3,434.87**
xxx313579	5/7/19	MIDWEST TAPE	97275077	Library Acquis, Audio/Visual	107.85	0.00	107.85	**$328.41**
			97296846	Library Acquis, Audio/Visual	73.54	0.00	73.54	
			97302494	Library Acquis, Audio/Visual	114.35	0.00	114.35	
			97306031	Library Acquis, Audio/Visual	32.67	0.00	32.67	
xxx313580	5/7/19	MISSION LINEN SERVICE	509572198	Laundry & Cleaning Services	57.39	0.00	57.39	**$1,690.73**
			509572204	Laundry & Cleaning Services	65.90	0.00	65.90	
			509581938	Laundry & Cleaning Services	47.57	0.00	47.57	
			509581939	Laundry & Cleaning Services	80.54	0.00	80.54	
			509581940	Laundry & Cleaning Services	80.54	0.00	80.54	
			509581943	Laundry & Cleaning Services	64.96	0.00	64.96	
			509632400	Laundry & Cleaning Services	57.39	0.00	57.39	
			509632405	Laundry & Cleaning Services	65.90	0.00	65.90	
			509632848	Laundry & Cleaning Services	47.57	0.00	47.57	

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			509632849	Laundry & Cleaning Services	80.54	0.00	80.54	
			509632850	Laundry & Cleaning Services	80.54	0.00	80.54	
			509632853	Laundry & Cleaning Services	64.96	0.00	64.96	
			509651614	Laundry & Cleaning Services	57.39	0.00	57.39	
			509651619	Laundry & Cleaning Services	59.18	0.00	59.18	
			509669450	Laundry & Cleaning Services	47.57	0.00	47.57	
			509669451	Laundry & Cleaning Services	80.54	0.00	80.54	
			509669452	Laundry & Cleaning Services	80.54	0.00	80.54	
			509669455	Laundry & Cleaning Services	64.96	0.00	64.96	
			509706851	Laundry & Cleaning Services	57.39	0.00	57.39	
			509706856	Laundry & Cleaning Services	59.18	0.00	59.18	
			509725921	Laundry & Cleaning Services	47.57	0.00	47.57	
			509725922	Laundry & Cleaning Services	80.54	0.00	80.54	
			509725923	Laundry & Cleaning Services	80.54	0.00	80.54	
			509725926	Laundry & Cleaning Services	64.96	0.00	64.96	
			509772877	Laundry & Cleaning Services	57.39	0.00	57.39	
			509772882	Laundry & Cleaning Services	59.18	0.00	59.18	
xxx313582	5/7/19	MUNICIPAL MAINTENANCE EQUIPMENT INC	0136821-IN	Parts, Vehicles & Motor Equip	71.67	0.00	71.67	**$186.90**
			0136887-IN	Parts, Vehicles & Motor Equip	90.96	0.00	90.96	
			0136994-IN	Parts, Vehicles & Motor Equip	24.27	0.00	24.27	
xxx313583	5/7/19	NAPA AUTO PARTS	5893-461628	Parts, Vehicles & Motor Equip	472.40	0.00	472.40	**$1,051.75**
			5983-460377	Parts, Vehicles & Motor Equip	31.76	0.00	31.76	
			5983-460631	Parts, Vehicles & Motor Equip	-31.76	0.00	-31.76	
			5983-461628	Parts, Vehicles & Motor Equip	93.19	0.00	93.19	
			5983-461774	Parts, Vehicles & Motor Equip	45.93	0.00	45.93	
			5983-461841	Parts, Vehicles & Motor Equip	32.07	0.00	32.07	
			5983-461842	Parts, Vehicles & Motor Equip	149.27	0.00	149.27	
			5983-461861	Parts, Vehicles & Motor Equip	16.19	0.00	16.19	
			5983-461864	Parts, Vehicles & Motor Equip	154.73	0.00	154.73	
			5983-461902	Parts, Vehicles & Motor Equip	23.02	0.00	23.02	
			5983-461905	Parts, Vehicles & Motor Equip	81.14	0.00	81.14	

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			5983-462437	Parts, Vehicles & Motor Equip	-16.19	0.00	-16.19	
xxx313585	5/7/19	NUTRIEN AG SOLUTIONS, INC	38603370	Materials - Land Improve	13,472.40	0.00	13,472.40	**$13,472.40**
xxx313586	5/7/19	OTIS ELEVATOR COMPANY	SJ21692001	Facilities Maintenance & Repair Labor	1,919.00	0.00	1,919.00	**$7,592.01**
			SJ21943001	Facilities Maintenance & Repair Labor	1,066.93	0.00	1,066.93	
			SJ66427519	Facilities Maintenance & Repair Labor	4,606.08	0.00	4,606.08	
xxx313587	5/7/19	PRN ERGONOMIC SERVICES	000442	Occupational Health and Safety Services - Other	870.00	0.00	870.00	**$870.00**
xxx313588	5/7/19	PACIFIC PLUMBING & UNDERGROUND	51717SR	Facilities Maintenance & Repair Labor	1,290.00	0.00	1,290.00	**$1,290.00**
xxx313589	5/7/19	PAVITHRA RAMESH JAYARAMAN	PR2019MA	Rec Instructors/Officials	1,462.20	0.00	1,462.20	**$1,462.20**
xxx313590	5/7/19	PETERSON TRUCKS	102788	Auto Maint & Repair - Labor	595.00	0.00	595.00	**$1,481.63**
			102788	Auto Maint & Repair - Materials	829.57	0.00	829.57	
			174005P	Parts, Vehicles & Motor Equip	57.06	0.00	57.06	
xxx313591	5/7/19	ROBIN PICKEL	RP2019MA	Rec Instructors/Officials	2,854.80	0.00	2,854.80	**$2,854.80**
xxx313592	5/7/19	ROGER D HIGDON	2019-9639C	Consultants	849.20	0.00	849.20	**$849.20**
xxx313593	5/7/19	ROTORK CONTROLS INC	C|18653	Water/Wastewater Treat Equip	7,263.73	0.00	7,263.73	**$7,263.73**
xxx313594	5/7/19	SAFEWAY INC	626487-041219R	Food Products	-11.52	0.00	-11.52	**$124.58**
			702692-040319R	Food Products	-17.99	0.00	-17.99	
			720692-040319	Food Products	17.99	0.00	17.99	
			721873-042219	Food Products	10.05	0.00	10.05	
			725843-042919	Inventory Purchase	30.24	0.00	30.24	
			726487-041219	Food Products	11.52	0.00	11.52	
			726556-043019	Food Products	84.29	0.00	84.29	
xxx313595	5/7/19	SECURITY ALERT SYSTEMS OF CALIFORNIA INC	073319	Facilities Maintenance & Repair Labor	250.00	0.00	250.00	**$250.00**
xxx313596	5/7/19	SIERRA PACIFIC TURF SUPPLY INC	0549525-IN	General Supplies	699.79	0.00	699.79	**$699.79**
xxx313597	5/7/19	SMART & FINAL INC	056240-042219	Food Products	51.29	0.00	51.29	**$84.14**
			056626-042319	Food Products	32.85	0.00	32.85	
xxx313598	5/7/19	SPORTZANIA INC DBA SKYHAWKS SPORTS	SKY2019MA	Rec Instructors/Officials	14,459.15	0.00	14,459.15	**$14,459.15**
xxx313599	5/7/19	STANLEY ACCESS TECHNOLOGIES LLC	905586928-1	Facilities Maintenance & Repair Labor	5,650.00	0.00	5,650.00	**$5,650.00**
xxx313600	5/7/19	STATCOMM INC	138841	Facilities Maintenance & Repair Labor	412.00	0.00	412.00	**$1,564.00**
			138844	Facilities Maintenance & Repair Labor	1,152.00	0.00	1,152.00	

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xxx313601	5/7/19	SUNNYVALE FORD	F0CS795275	Auto Maint & Repair - Labor	787.50	0.00	787.50	**$1,295.01**
			F0CS795275	Auto Maint & Repair - Materials	87.56	0.00	87.56	
			F0CS795708	Automotive Maintenance & Repair Labor	419.95	0.00	419.95	
xxx313602	5/7/19	TMC SHOOTING RANGE SPECIALIST INC	1589	Facilities Maintenance & Repair Labor	6,515.00	0.00	6,515.00	**$6,515.00**
xxx313603	5/7/19	TOGOS SUNNYVALE	13	Food Products	178.00	0.00	178.00	**$236.11**
			14	Food Products	58.11	0.00	58.11	
xxx313604	5/7/19	TOYOTA SUNNYVALE	191129P	Parts, Vehicles & Motor Equip	272.31	0.00	272.31	**$471.12**
			191544P	Parts, Vehicles & Motor Equip	198.81	0.00	198.81	
xxx313605	5/7/19	TUCKER CONSTRUCTION INC	27531	Facilities Maint & Repair - Labor	2,250.00	0.00	2,250.00	**$2,950.00**
			27531	Facilities Maint & Repair - Materials	700.00	0.00	700.00	
xxx313606	5/7/19	TURF STAR INC	7058112-00	Parts, Vehicles & Motor Equip	73.30	0.00	73.30	**$73.30**
xxx313607	5/7/19	US HEALTHWORKS MEDICAL GROUP PC	3483988-CA	Pre-Employment Testing	1,887.00	0.00	1,887.00	**$1,887.00**
xxx313608	5/7/19	USA BLUEBOOK	848912	Miscellaneous Equipment Parts & Supplies	401.01	0.00	401.01	**$401.01**
xxx313609	5/7/19	UNITED SITE SERVICES OF CALIFORNIAN, INC	114-8290985	Facilities Maintenance & Repair Labor	290.05	0.00	290.05	**$290.05**
xxx313610	5/7/19	WATSON-MARLOW INC	SI094452	Water/Wastewater Treat Equip	6,445.93	0.00	6,445.93	**$6,445.93**
xxx313611	5/7/19	WEATHERSHIELD ROOF SYSTEMS INC	10625	Facilities Maint & Repair - Labor	712.50	0.00	712.50	**$752.50**
			10625	Facilities Maint & Repair - Materials	40.00	0.00	40.00	
xxx313612	5/7/19	WINSUPPLY OF SILICON VALLEY	002609 00	Miscellaneous Equipment Parts & Supplies	380.49	0.00	380.49	**$1,475.19**
			002611 00	Miscellaneous Equipment Parts & Supplies	883.48	0.00	883.48	
			0026563 00	Miscellaneous Equipment Parts & Supplies	211.22	0.00	211.22	
xxx313613	5/7/19	NICHOLAS WASHINGTON	18-5883	Return of Seized, Forfeiture or Found Funds	2,600.00	0.00	2,600.00	**$2,600.00**
xxx313614	5/7/19	PACIFIC GAS & ELECTRIC CO	03142830050419	Utilities - Electric	20,953.72	0.00	20,953.72	**$21,813.82**
			03153947310319	Utilities - Electric	-0.73	0.00	-0.73	
			03153947310419	Utilities - Electric	860.83	0.00	860.83	
xxx313615	5/7/19	SUMMIT UNIFORMS	56677	Clothing, Uniforms & Access	20.00	0.00	20.00	**$16,895.00**
			56716	Clothing, Uniforms & Access	326.66	0.00	326.66	
			56743	Clothing, Uniforms & Access	98.33	0.00	98.33	
			56761	Clothing, Uniforms & Access	93.96	0.00	93.96	
			56791	Clothing, Uniforms & Access	13.11	0.00	13.11	
			56792	Clothing, Uniforms & Access	13.11	0.00	13.11	

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			56793	Clothing, Uniforms & Access	26.22	0.00	26.22	
			56794	Clothing, Uniforms & Access	26.22	0.00	26.22	
			56795	Clothing, Uniforms & Access	441.37	0.00	441.37	
			56797	Clothing, Uniforms & Access	792.06	0.00	792.06	
			56798	Clothing, Uniforms & Access	593.23	0.00	593.23	
			56799	Clothing, Uniforms & Access	365.99	0.00	365.99	
			56802	Clothing, Uniforms & Access	386.75	0.00	386.75	
			56803	Clothing, Uniforms & Access	257.83	0.00	257.83	
			56804	Clothing, Uniforms & Access	119.08	0.00	119.08	
			56806	Clothing, Uniforms & Access	42.61	0.00	42.61	
			56807	Clothing, Uniforms & Access	182.45	0.00	182.45	
			56904	Clothing, Uniforms & Access	64.46	0.00	64.46	
			57010	Clothing, Uniforms & Access	73.20	0.00	73.20	
			57117	Clothing, Uniforms & Access	326.66	0.00	326.66	
			57127	Clothing, Uniforms & Access	409.69	0.00	409.69	
			57128	Clothing, Uniforms & Access	409.69	0.00	409.69	
			57129	Clothing, Uniforms & Access	409.69	0.00	409.69	
			57130	Clothing, Uniforms & Access	314.64	0.00	314.64	
			57131	Clothing, Uniforms & Access	387.84	0.00	387.84	
			57132	Clothing, Uniforms & Access	291.70	0.00	291.70	
			57133	Clothing, Uniforms & Access	340.86	0.00	340.86	
			57134	Clothing, Uniforms & Access	49.16	0.00	49.16	
			57135	Clothing, Uniforms & Access	119.08	0.00	119.08	
			57136	Clothing, Uniforms & Access	130.01	0.00	130.01	
			57137	Clothing, Uniforms & Access	50.00	0.00	50.00	
			57138	Clothing, Uniforms & Access	210.85	0.00	210.85	
			57139	Clothing, Uniforms & Access	47.48	0.00	47.48	
			57140	Clothing, Uniforms & Access	1,735.98	0.00	1,735.98	
			57141	Clothing, Uniforms & Access	17.48	0.00	17.48	
			57142	Clothing, Uniforms & Access	387.84	0.00	387.84	
			57143	Clothing, Uniforms & Access	227.24	0.00	227.24	

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			57144	Clothing, Uniforms & Access	387.84	0.00	387.84	
			57145	Clothing, Uniforms & Access	52.44	0.00	52.44	
			57146	Clothing, Uniforms & Access	216.32	0.00	216.32	
			57147	Clothing, Uniforms & Access	182.45	0.00	182.45	
			57172	Clothing, Uniforms & Access	8.74	0.00	8.74	
			57173	Clothing, Uniforms & Access	182.45	0.00	182.45	
			57210	Clothing, Uniforms & Access	60.00	0.00	60.00	
			57277	Clothing, Uniforms & Access	238.17	0.00	238.17	
			57351	Clothing, Uniforms & Access	151.86	0.00	151.86	
			57352	Clothing, Uniforms & Access	151.86	0.00	151.86	
			57353	Clothing, Uniforms & Access	26.22	0.00	26.22	
			57354	Clothing, Uniforms & Access	387.84	0.00	387.84	
			57356	Clothing, Uniforms & Access	424.98	0.00	424.98	
			57357	Clothing, Uniforms & Access	367.08	0.00	367.08	
			57359	Clothing, Uniforms & Access	204.30	0.00	204.30	
			57360	Clothing, Uniforms & Access	216.32	0.00	216.32	
			57362	Clothing, Uniforms & Access	367.08	0.00	367.08	
			57363	Clothing, Uniforms & Access	260.02	0.00	260.02	
			57364	Clothing, Uniforms & Access	64.46	0.00	64.46	
			57365	Clothing, Uniforms & Access	584.49	0.00	584.49	
			57366	Clothing, Uniforms & Access	257.83	0.00	257.83	
			57367	Clothing, Uniforms & Access	281.87	0.00	281.87	
			57368	Clothing, Uniforms & Access	337.58	0.00	337.58	
			57370	Clothing, Uniforms & Access	7.65	0.00	7.65	
			57371	Clothing, Uniforms & Access	916.61	0.00	916.61	
			57374	Clothing, Uniforms & Access	387.84	0.00	387.84	
			57375	Clothing, Uniforms & Access	232.70	0.00	232.70	
			57376	Clothing, Uniforms & Access	135.47	0.00	135.47	
xxx313620	5/7/19	BARBARA STAMBAUGH	426554	Refund Recreation Fees	108.00	0.00	108.00	**$108.00**
xxx313621	5/7/19	EILEEN VARNER	426558	Refund Recreation Fees	90.00	0.00	90.00	**$90.00**
xxx313622	5/7/19	HANNY PEARSON	426550	Refund Recreation Fees	90.00	0.00	90.00	**$90.00**

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xxx313623	5/7/19	IDELL VELAZQUEZ	420488	Refund Recreation Fees	350.00	0.00	350.00	**$350.00**
xxx313624	5/7/19	PAULA WILKS	426563	Refund Recreation Fees	90.00	0.00	90.00	**$90.00**
xxx313625	5/7/19	PES ENVIRONMENTAL INC	195929-43754	Refund Utility Account Credit	3,800.82	0.00	3,800.82	**$3,800.82**
xxx313626	5/9/19	AARON'S INDUSTRIAL PUMPING	4/12/2019	Facilities Maintenance & Repair Labor	395.00	0.00	395.00	**$565.00**
			4/24/2019	Facilities Maintenance & Repair Labor	170.00	0.00	170.00	
xxx313627	5/9/19	ACCESS HARDWARE	5720576-IN	Bldg Maint Matls & Supplies	595.95	0.00	595.95	**$595.95**
xxx313628	5/9/19	AERIAL LIFT SERVICE CO	22546W	Facilities Maintenance & Repair Labor	550.00	0.00	550.00	**$2,189.12**
			22547W	Facilities Maintenance & Repair Labor	350.00	0.00	350.00	
			22548W	Facilities Maintenance & Repair Labor	1,289.12	0.00	1,289.12	
xxx313629	5/9/19	BAKER & TAYLOR	4012521178	Library Acquisitions, Books	142.94	0.00	142.94	**$285.88**
			4012521179	Library Acquisitions, Books	142.94	0.00	142.94	
xxx313630	5/9/19	BAUER COMPRESSORS INC	0000252847	Safety Equipment Maintenance & Repair	427.56	0.00	427.56	**$427.56**
xxx313631	5/9/19	BAY AREA WATER SUPPLY & CONSERVATION ACY	7071	Membership Fees	477.40	0.00	477.40	**$477.40**
xxx313632	5/9/19	BOUND TREE MEDICAL LLC	83185184	Supplies, First Aid	103.73	0.00	103.73	**$103.73**
xxx313633	5/9/19	CARAHSOFT TECHNOLOGY CORPORATION	IN641261	Library Periodicals/Databases	2,625.00	0.00	2,625.00	**$2,625.00**
xxx313634	5/9/19	CENTURY GRAPHICS	50829	Clothing, Uniforms & Access	107.59	0.00	107.59	**$107.59**
xxx313635	5/9/19	CHANG TAI DO KARATE & FITNESS	CTD2019MA	Rec Instructors/Officials	4,831.40	0.00	4,831.40	**$4,831.40**
xxx313636	5/9/19	CLEAN VENT INC	41981	Facilities Maintenance & Repair Labor	735.00	0.00	735.00	**$735.00**
xxx313637	5/9/19	CLEAR CHANNEL OUTDOOR INC	76002227	Advertising Services	2,800.00	0.00	2,800.00	**$2,800.00**
xxx313638	5/9/19	COAST COUNTIES PETERBILT	0175559P	Parts, Vehicles & Motor Equip	41.47	0.00	41.47	**$41.47**
xxx313639	5/9/19	COUNTY OF SANTA CLARA OFC OF THE SHERIFF	1800067769	Real Property Rental/Lease	250.00	0.00	250.00	**$250.00**
xxx313640	5/9/19	DANCE FORCE LLC	1145	Rec Instructors/Officials	4,647.60	0.00	4,647.60	**$4,647.60**
xxx313641	5/9/19	DELTA DENTAL INSURANCE CO	BE003364481	Insurances - Dental	1,703.98	0.00	1,703.98	**$1,703.98**
xxx313642	5/9/19	DEPARTMENT OF JUSTICE	367243	Pre-Employment Testing	970.00	0.00	970.00	**$970.00**
xxx313643	5/9/19	DOOLEY ENTERPRISES INC	56421	Ammunition	6,499.13	0.00	6,499.13	**$6,499.13**
xxx313644	5/9/19	ECONOLITE SYSTEMS INC	27249	Services Maintain Land Improv	3,816.33	0.00	3,816.33	**$95,716.86**
			27282	Services Maintain Land Improv	3,462.92	0.00	3,462.92	
			27299	Services Maintain Land Improv	8,617.14	0.00	8,617.14	
			27300	Services Maintain Land Improv	3,869.58	0.00	3,869.58	

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			27335	Services Maintain Land Improv	66.03	0.00	66.03	
			27336	Services Maintain Land Improv	2,352.27	0.00	2,352.27	
			27390	Services Maintain Land Improv	42,867.45	0.00	42,867.45	
			27443	Services Maintain Land Improv	30,665.14	0.00	30,665.14	
xxx313645	5/9/19	FERGUSON WATERWORKS 1423	1440601	Water Meter Boxes, Vaults, and Lids	4,223.75	38.75	4,185.00	**$4,185.00**
xxx313646	5/9/19	FIRE & RISK ALLIANCE LLC	132-001-34	Miscellaneous Services	64,646.29	0.00	64,646.29	**$64,646.29**
xxx313647	5/9/19	FLEETPRIDE INC	25078725	Parts, Vehicles & Motor Equip	19.47	0.00	19.47	**$124.21**
			25229242	Parts, Vehicles & Motor Equip	8.74	0.00	8.74	
			25246053	Parts, Vehicles & Motor Equip	52.30	0.00	52.30	
			25710033	Parts, Vehicles & Motor Equip	43.70	0.00	43.70	
xxx313648	5/9/19	HAUTE CUISINE INC	150-2019	Excursions	408.75	0.00	408.75	**$408.75**
xxx313649	5/9/19	ICE CENTER OF CUPERTINO	ICE2019JF	Rec Instructors/Officials	1,980.00	0.00	1,980.00	**$1,980.00**
xxx313650	5/9/19	ICE MACHINE RENTALS	50457	Miscellaneous Services	150.08	0.00	150.08	**$150.08**
xxx313651	5/9/19	IMAGEX	218408	Postage	888.39	0.00	888.39	**$888.39**
xxx313652	5/9/19	JAKES OF SUNNYVALE	42219	Food Products	59.85	0.00	59.85	**$59.85**
xxx313653	5/9/19	JOHNSON ROBERTS & ASSOC INC	139282	Investigation Expense	30.00	0.00	30.00	**$30.00**
xxx313654	5/9/19	L N CURTIS & SONS INC	INV268270	Supplies, Fire Protection	169,376.19	0.00	169,376.19	**$176,346.63**
			INV275562	Clothing, Uniforms & Access	2,810.02	0.00	2,810.02	
			INV275762	Supplies, Fire Protection	1,495.48	0.00	1,495.48	
			INV275962	Supplies, Fire Protection	2,207.25	0.00	2,207.25	
			INV279304	Inventory Purchase	457.69	0.00	457.69	
xxx313655	5/9/19	LANCE WEISSER	Y5B	Graphics Services	825.00	0.00	825.00	**$825.00**
xxx313656	5/9/19	LANCESOFT, INC.	LR-2019-96830	Professional Services	4,400.00	0.00	4,400.00	**$8,800.00**
			LR-2019-96831	Professional Services	4,400.00	0.00	4,400.00	
xxx313657	5/9/19	LAWSON PRODUCTS INC	9306685527	Miscellaneous Equipment Parts & Supplies	663.02	0.00	663.02	**$663.02**
xxx313658	5/9/19	LEONE & ALBERTS APC	33810	Legal Services	967.50	0.00	967.50	**$967.50**
xxx313659	5/9/19	LIEBERT CASSIDY WHITMORE	1476814	Legal Services	53.81	0.00	53.81	**$17,748.06**
			1476815	Legal Services	17,334.25	0.00	17,334.25	
			1476816	Legal Services	36.00	0.00	36.00	
			1476817	Legal Services	324.00	0.00	324.00	
xxx313660	5/9/19	MARSHA HOVEY, LLC	SV-006	Consultants	8,562.50	0.00	8,562.50	**$8,562.50**

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xxx313661	5/9/19	MCMASTER CARR SUPPLY CO	93329671	Miscellaneous Equipment Parts & Supplies	33.09	0.00	33.09	**$296.58**
			93436475	Miscellaneous Equipment Parts & Supplies	24.70	0.00	24.70	
			93490163	Chemicals	65.01	0.00	65.01	
			93876524	Miscellaneous Equipment Parts & Supplies	173.78	0.00	173.78	
xxx313662	5/9/19	MIDWEST TAPE	97274555	Library Acquis, Audio/Visual	4,931.43	0.00	4,931.43	**$9,351.14**
			97274556	Library Acquis, Audio/Visual	602.23	0.00	602.23	
			97305116	Library Acquis, Audio/Visual	1,192.19	0.00	1,192.19	
			97305118	Library Acquis, Audio/Visual	261.47	0.00	261.47	
			97331323	Library Materials Preprocessing	36.40	0.00	36.40	
			97331324	Library Materials Preprocessing	53.02	0.00	53.02	
			97334712	Library Periodicals/Databases	2,274.40	0.00	2,274.40	
xxx313663	5/9/19	MITALI GUPTA	MG20189MA	Rec Instructors/Officials	516.00	0.00	516.00	**$516.00**
xxx313664	5/9/19	MIWALL CORP	7680	Ammunition	6,927.50	0.00	6,927.50	**$6,927.50**
xxx313665	5/9/19	NAPA AUTO PARTS	5983-462187	Parts, Vehicles & Motor Equip	62.12	0.00	62.12	**$1,041.41**
			5983-462222	Parts, Vehicles & Motor Equip	33.42	0.00	33.42	
			5983-462223	Parts, Vehicles & Motor Equip	17.69	0.00	17.69	
			5983-462290	Parts, Vehicles & Motor Equip	7.31	0.00	7.31	
			5983-462406	Parts, Vehicles & Motor Equip	59.10	0.00	59.10	
			5983-462657	Parts, Vehicles & Motor Equip	17.76	0.00	17.76	
			5983-462748	Parts, Vehicles & Motor Equip	85.84	0.00	85.84	
			5983-462749	Parts, Vehicles & Motor Equip	67.93	0.00	67.93	
			5983-462884	Parts, Vehicles & Motor Equip	5.70	0.00	5.70	
			5983-463019	Parts, Vehicles & Motor Equip	34.17	0.00	34.17	
			5983-463538	Parts, Vehicles & Motor Equip	-34.92	0.00	-34.92	
			5983-464176	Inventory Purchase	-12.75	0.00	-12.75	
			5983-465460	Inventory Purchase	858.48	12.46	846.02	
			5983-465462	Inventory Purchase	55.74	0.38	55.36	
			5983-465518	Inventory Purchase	-204.88	0.00	-204.88	
			5983-465530	Inventory Purchase	-30.51	0.00	-30.51	
			5983-465846	Inventory Purchase	32.70	0.65	32.05	
xxx313667	5/9/19	NETRONIX INTEGRATION, INC.	3222L17V.01	Misc Equip Maint & Repair - Labor	2,839.00	0.00	2,839.00	**$8,391.32**

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			3222L17V.01	Misc Equip Maint & Repair - Materials	5,552.32	0.00	5,552.32	
xxx313668	5/9/19	NIELSEN MERKSAMER PARRINELLO GROSS &	187951	Legal Services	7,320.00	0.00	7,320.00	**$7,320.00**
xxx313669	5/9/19	OTIS ELEVATOR COMPANY	SJ19850001	Facilities Maintenance & Repair Labor	603.00	0.00	603.00	**$1,269.50**
			SJ19851001	Facilities Maintenance & Repair Labor	666.50	0.00	666.50	
xxx313670	5/9/19	OUTFIT YOUR LOGO	192684	Advertising Services	4,124.74	0.00	4,124.74	**$4,124.74**
xxx313671	5/9/19	OVERDRIVE INC	910CO19069205	Library Periodicals/Databases	930.95	0.00	930.95	**$2,254.55**
			910CO19084122	Library Periodicals/Databases	883.16	0.00	883.16	
			910DA19081792	Library Periodicals/Databases	440.44	0.00	440.44	
xxx313672	5/9/19	PACIFIC LIBRARY PARTNERSHIP	779	Training and Conferences	50.00	0.00	50.00	**$50.00**
xxx313673	5/9/19	PAN ASIAN PUBLICATIONS INC	U-15991	Library Acquis, Audio/Visual	402.10	0.00	402.10	**$3,432.32**
			U-15994	Library Acquisitions, Books	140.09	0.00	140.09	
			U-16004	Library Acquisitions, Books	739.35	0.00	739.35	
			U-16004	Library Materials Preprocessing	150.00	0.00	150.00	
			U-16005	Library Acquisitions, Books	787.99	0.00	787.99	
			U-16006	Library Acquis, Audio/Visual	492.90	0.00	492.90	
			U-16008	Library Acquisitions, Books	719.89	0.00	719.89	
xxx313674	5/9/19	PAPE MATERIAL HANDLING INC	FM 261817 S	Misc Equip Maint & Repair	3,981.05	0.00	3,981.05	**$3,981.05**
xxx313675	5/9/19	PLANET FUTSAL	FK2019MA	Rec Instructors/Officials	3,074.40	0.00	3,074.40	**$3,074.40**
xxx313676	5/9/19	PREFERRED BENEFIT INSURANCE ADMIN INC	EIA28137	Insurances - Dental	54,714.70	0.00	54,714.70	**$66,105.50**
			EIA28137	Insurances - Vision	11,390.80	0.00	11,390.80	
xxx313677	5/9/19	PROJECT SENTINEL INC	PS-521-33119	Professional Services	6,626.06	0.00	6,626.06	**$6,626.06**
xxx313678	5/9/19	PSOMAS	2015003-149142	Consultants	176,369.70	0.00	176,369.70	**$330,261.10**
			2015003-150084	Consultants	153,891.40	0.00	153,891.40	
xxx313679	5/9/19	READYREFRESH BY NESTLE	09D0035365238	Miscellaneous Services	32.69	0.00	32.69	**$32.69**
xxx313680	5/9/19	REED & GRAHAM INC	941590	Materials - Land Improve	891.99	0.00	891.99	**$14,581.58**
			941591	Materials - Land Improve	1,826.40	0.00	1,826.40	
			943896	Materials - Land Improve	1,114.76	0.00	1,114.76	
			944011	Materials - Land Improve	2,164.46	0.00	2,164.46	
			944142	Materials - Land Improve	1,212.69	0.00	1,212.69	
			944251	Materials - Land Improve	3,108.95	0.00	3,108.95	

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			944529	Materials - Land Improve	904.26	0.00	904.26	
			944843	Materials - Land Improve	1,092.11	0.00	1,092.11	
			944844	Materials - Land Improve	2,265.96	0.00	2,265.96	
xxx313681	5/9/19	RIVERVIEW SYSTEMS GROUP INC	26217	Miscellaneous Equipment	12,282.33	0.00	12,282.33	**$12,282.33**
xxx313682	5/9/19	SVT GRUPPE INC	4327	Prisoner Transport - Transport	5,784.73	0.00	5,784.73	**$5,784.73**
xxx313683	5/9/19	SAFEWAY INC	432526-050219	Food Products	19.47	0.00	19.47	**$55.01**
			801868-050119	Food Products	35.54	0.00	35.54	
xxx313684	5/9/19	SITEONE LANDSCAPE SUPPLY LLC	89782496-001	Materials - Land Improve	283.37	0.00	283.37	**$283.37**
xxx313685	5/9/19	SMART & FINAL INC	021132-043019	Food Products	167.35	0.00	167.35	**$343.53**
			021132-043019	General Supplies	4.35	0.00	4.35	
			052998-050719	Food Products	30.43	0.00	30.43	
			058186-031319	Food Products	141.40	0.00	141.40	
xxx313686	5/9/19	SPECTRATURF	16063	Services Maintain Land Improv	65,798.55	0.00	65,798.55	**$65,798.55**
xxx313687	5/9/19	STANLEY ACCESS TECHNOLOGIES LLC	905334406-1	Facilities Maintenance & Repair Labor	5,650.00	0.00	5,650.00	**$5,650.00**
xxx313688	5/9/19	STATCOMM INC	137927	Facilities Maintenance & Repair Labor	6,460.00	0.00	6,460.00	**$6,460.00**
xxx313689	5/9/19	STATE WATER RESOURCES CONTROL BOARD	OP42865D3RENEW	Membership Fees	120.00	0.00	120.00	**$120.00**
xxx313690	5/9/19	STUART EVENT RENTALS	182401	Special Events	996.81	0.00	996.81	**$996.81**
xxx313691	5/9/19	STUDIO EM GRAPHIC DESIGN	17512	Graphics Services	218.00	0.00	218.00	**$490.50**
			17513	Graphics Services	272.50	0.00	272.50	
xxx313692	5/9/19	SUNNYVALE FORD	144548	Inventory Purchase	275.20	0.00	275.20	**$304.20**
			145707	Parts, Vehicles & Motor Equip	29.00	0.00	29.00	
xxx313693	5/9/19	SUNNYVALE PUBLIC SAFETY OFFICERS ASSN	DENTAL0519	Insurances - Dental	28,812.75	0.00	28,812.75	**$28,812.75**
xxx313694	5/9/19	SUNNYVALE PUBLIC SAFETY OFFICERS ASSN	DISABILITY0519	Insurances - Long Term Disability	3,819.00	0.00	3,819.00	**$3,819.00**
xxx313695	5/9/19	TAYLORMADE GOLF CO	33662940	Inventory Purchase	747.56	14.51	733.05	**$733.05**
xxx313696	5/9/19	THOMSON REUTERS WEST	840181153	Books & Publications	1,772.62	0.00	1,772.62	**$1,772.62**
xxx313697	5/9/19	TIGER MARTIAL ARTS ACADEMY INC	TMA2019MA	Rec Instructors/Officials	1,417.50	0.00	1,417.50	**$1,417.50**
xxx313698	5/9/19	TURF STAR INC	7060624-00	Materials - Land Improve	1,496.04	0.00	1,496.04	**$1,939.63**
			7061375-00	General Supplies	443.59	0.00	443.59	
xxx313699	5/9/19	US HEALTHWORKS MEDICAL GROUP PC	3491173-CA	Pre-Employment Testing	427.50	0.00	427.50	**$1,463.50**

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			3492393-CA	Pre-Employment Testing	1,036.00	0.00	1,036.00	
xxx313700	5/9/19	UNIQUE MANAGEMENT SERVICES INC	550203	Financial Services	0.01	0.00	0.01	**$340.11**
			552203	Financial Services	340.10	0.00	340.10	
xxx313701	5/9/19	UNITY COURIER SERVICE INC	442944	Contracts/Service Agreements	803.00	0.00	803.00	**$803.00**
xxx313702	5/9/19	VALLEY OIL CO	43998	Fuel, Oil & Lubricants	143.88	0.00	143.88	**$1,765.10**
			44218	Fuel, Oil & Lubricants	508.55	0.00	508.55	
			44466	Fuel, Oil & Lubricants	968.79	0.00	968.79	
			44495	Fuel, Oil & Lubricants	143.88	0.00	143.88	
xxx313703	5/9/19	WEST VALLEY STAFFING GROUP	253220	Professional Services	2,199.73	0.00	2,199.73	**$9,559.57**
			253384	Professional Services	4.00	0.00	4.00	
			253752	Professional Services	3,551.36	0.00	3,551.36	
			253978	Salaries - Contract Personnel	1,542.80	0.00	1,542.80	
			253979	Salaries - Contract Personnel	1,522.80	0.00	1,522.80	
			254199	Salaries - Contract Personnel	738.88	0.00	738.88	
xxx313704	5/9/19	WINSUPPLY OF SILICON VALLEY	002653 00	Miscellaneous Equipment Parts & Supplies	211.22	0.00	211.22	**$804.17**
			0026563 00REV	Miscellaneous Equipment Parts & Supplies	-211.22	0.00	-211.22	
			002973 00	Miscellaneous Equipment Parts & Supplies	156.81	0.00	156.81	
			002973 01	Miscellaneous Equipment Parts & Supplies	59.96	0.00	59.96	
			002973 03	Miscellaneous Equipment Parts & Supplies	13.20	0.00	13.20	
			003075 00	Miscellaneous Equipment Parts & Supplies	66.25	0.00	66.25	
			003118 00	Bldg Maint Matls & Supplies	507.95	0.00	507.95	
xxx313705	5/9/19	ZAP MANUFACTURING INC	2497	Materials - Land Improve	2,181.46	0.00	2,181.46	**$2,181.46**
xxx313706	5/9/19	DERRICK LEWIS	19-2853	Return of Seized, Forfeiture or Found Funds	10,957.00	0.00	10,957.00	**$10,957.00**
xxx313707	5/9/19	GRAINGER	9107414337	Bldg Maint Matls & Supplies	-31.49	0.00	-31.49	**$3,861.48**
			9107548704	Bldg Maint Matls & Supplies	13.29	0.00	13.29	
			9108345738	Bldg Maint Matls & Supplies	931.70	0.00	931.70	
			9108345746	Bldg Maint Matls & Supplies	676.95	0.00	676.95	
			9111719184	Bldg Maint Matls & Supplies	960.41	0.00	960.41	
			9112724837	Bldg Maint Matls & Supplies	141.71	0.00	141.71	
			9112749164	Bldg Maint Matls & Supplies	84.17	0.00	84.17	

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			9114453237	Bldg Maint Matls & Supplies	268.35	0.00	268.35	
			9114655633	Bldg Maint Matls & Supplies	155.17	0.00	155.17	
			9114830624	Bldg Maint Matls & Supplies	104.99	0.00	104.99	
			9115812332	Bldg Maint Matls & Supplies	311.22	0.00	311.22	
			9119273507	Bldg Maint Matls & Supplies	29.32	0.00	29.32	
			9120073268	Bldg Maint Matls & Supplies	99.19	0.00	99.19	
			9122143572	Bldg Maint Matls & Supplies	104.99	0.00	104.99	
			9123930175	Bldg Maint Matls & Supplies	-960.41	0.00	-960.41	
			9127623487	Bldg Maint Matls & Supplies	960.41	0.00	960.41	
			9131672835	Bldg Maint Matls & Supplies	11.51	0.00	11.51	
xxx313709	5/9/19	OFFICE DEPOT INC	302367339001	Supplies, Office	24.24	0.00	24.24	**$15,801.52**
			302367598001	Supplies, Office	8.58	0.00	8.58	
			302904158001	Supplies, Office	8.22	0.00	8.22	
			302947776001	Supplies, Office	289.87	0.00	289.87	
			302950182001	Supplies, Office	147.44	0.00	147.44	
			303017097001	Supplies, Office	215.80	0.00	215.80	
			303017775001	Supplies, Office	19.99	0.00	19.99	
			303321690001	Supplies, Office	154.19	0.00	154.19	
			303444985001	Supplies, Office	79.72	0.00	79.72	
			303449329001	Supplies, Office	45.92	0.00	45.92	
			303449330001	Supplies, Office	14.14	0.00	14.14	
			303449331001	Supplies, Office	53.86	0.00	53.86	
			303454603001	Supplies, Office	55.70	0.00	55.70	
			303786842001	Supplies, Office	42.20	0.00	42.20	
			303809847001	Supplies, Office	634.11	0.00	634.11	
			303835364001	Supplies, Office	50.09	0.00	50.09	
			303837482001	Supplies, Office	11.18	0.00	11.18	
			303876177001	Supplies, Office	91.55	0.00	91.55	
			304002080001	Supplies, Office	150.59	0.00	150.59	
			304027491001	Supplies, Office	3.41	0.00	3.41	
			304040340001	Supplies, Office	28.33	0.00	28.33	

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			304054556001	Supplies, Office	36.29	0.00	36.29	
			304054557001	Supplies, Office	45.49	0.00	45.49	
			304197350001	Supplies, Office	129.48	0.00	129.48	
			304346620001	Supplies, Office	26.17	0.00	26.17	
			304384040001	Supplies, Office	123.43	0.00	123.43	
			304394056001	Supplies, Office	90.40	0.00	90.40	
			304434987001	Supplies, Office	21.58	0.00	21.58	
			304438502001	Supplies, Office	-11.18	0.00	-11.18	
			304438515001	Supplies, Office	69.01	0.00	69.01	
			304438516001	Supplies, Office	37.35	0.00	37.35	
			304475623001	Supplies, Office	-50.09	0.00	-50.09	
			304503436001	Supplies, Office	17.94	0.00	17.94	
			304517971001	Supplies, Office	20.32	0.00	20.32	
			304606602001	Supplies, Office	30.85	0.00	30.85	
			304606835001	Supplies, Office	36.72	0.00	36.72	
			304820244001	Supplies, Office	15.33	0.00	15.33	
			304820961001	Supplies, Office	24.63	0.00	24.63	
			304846510001	Supplies, Office	136.50	0.00	136.50	
			305027048001	Supplies, Office	15.78	0.00	15.78	
			305153480001	Supplies, Office	245.69	0.00	245.69	
			305322298001	Supplies, Office	44.85	0.00	44.85	
			305322779001	Supplies, Office	4.35	0.00	4.35	
			305377329001	Supplies, Office	52.58	0.00	52.58	
			305378142001	Supplies, Office	16.85	0.00	16.85	
			305450844001	Supplies, Office	6.08	0.00	6.08	
			305837795001	Supplies, Office	216.02	0.00	216.02	
			305920356001	Supplies, Office	55.96	0.00	55.96	
			305978404001	Supplies, Office	104.61	0.00	104.61	
			306040862001	Supplies, Office	52.19	0.00	52.19	
			306076223001	Supplies, Office	563.02	0.00	563.02	
			306369569001	Supplies, Office	264.11	0.00	264.11	

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			306378667001	Supplies, Office	6.86	0.00	6.86	
			306492954001	Supplies, Office	24.91	0.00	24.91	
			306648992001	Supplies, Office	681.20	0.00	681.20	
			306667943001	Supplies, Office	21.46	0.00	21.46	
			306668347001	Supplies, Office	244.08	0.00	244.08	
			306669688001	Supplies, Office	662.19	0.00	662.19	
			306820647001	Supplies, Office	116.12	0.00	116.12	
			307026314001	Supplies, Office	94.83	0.00	94.83	
			307046595001	Supplies, Office	9.31	0.00	9.31	
			307046935001	Supplies, Office	9.31	0.00	9.31	
			307119298001	Supplies, Office	644.05	0.00	644.05	
			307221763001	Supplies, Office	22.88	0.00	22.88	
			307221932001	Supplies, Office	33.87	0.00	33.87	
			307238938001	Supplies, Office	17.83	0.00	17.83	
			307239767001	Supplies, Office	58.16	0.00	58.16	
			307414442001	Supplies, Office	52.31	0.00	52.31	
			307458872001	Supplies, Office	92.54	0.00	92.54	
			307553505001	Supplies, Office	150.26	0.00	150.26	
			307556111001	Supplies, Office	172.87	0.00	172.87	
			307595736001	Supplies, Office	50.33	0.00	50.33	
			307664615001	Supplies, Office	502.69	0.00	502.69	
			308154156001	Supplies, Office	251.29	0.00	251.29	
			308751858001	Inventory Purchase	6,330.13	0.00	6,330.13	
			308866136001	Supplies, Office	101.00	0.00	101.00	
			308886142001	Supplies, Office	365.87	0.00	365.87	
			308903440001	Supplies, Office	142.43	0.00	142.43	
			308909635001	Supplies, Office	72.69	0.00	72.69	
			309040617001	Supplies, Office	9.18	0.00	9.18	
			309131909001	Supplies, Office	44.03	0.00	44.03	
			309136541001	Supplies, Office	121.27	0.00	121.27	
			309136702001	Supplies, Office	41.76	0.00	41.76	

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			309143292001	Supplies, Office	82.37	0.00	82.37	
xxx313716	5/9/19	PACIFIC GAS & ELECTRIC CO	03955461530419	Utilities - Electric	1,262.17	0.00	1,262.17	**$9,965.67**
			03958470700419	Utilities - Electric	2,121.87	0.00	2,121.87	
			11059228580319	Utilities - Electric	6,542.50	0.00	6,542.50	
			53350770050419	Fuel, Oil & Lubricants	39.13	0.00	39.13	
xxx313717	5/9/19	PALO ALTO MEDICAL FOUNDATION	4364	Medical Services	275.00	0.00	275.00	**$1,055.00**
			4365	Medical Services	40.00	0.00	40.00	
			4366	Medical Services	40.00	0.00	40.00	
			4367	Medical Services	275.00	0.00	275.00	
			4368	Medical Services	275.00	0.00	275.00	
			4369	Medical Services	75.00	0.00	75.00	
			4370	Medical Services	75.00	0.00	75.00	
xxx313718	5/9/19	PENINSULA CORRIDOR JOINT POWERS BOARD	050619-022820	Contracts/Service Agreements	4,650.00	0.00	4,650.00	**$4,650.00**
xxx313720	5/9/19	SUMMIT UNIFORMS	57444	Clothing, Uniforms & Access	576.84	0.00	576.84	**$13,895.35**
			57452	Clothing, Uniforms & Access	180.26	0.00	180.26	
			57453	Clothing, Uniforms & Access	46.56	0.00	46.56	
			57454	Clothing, Uniforms & Access	31.68	0.00	31.68	
			57509	Clothing, Uniforms & Access	174.78	0.00	174.78	
			57510	Clothing, Uniforms & Access	91.77	0.00	91.77	
			57513	Clothing, Uniforms & Access	275.31	0.00	275.31	
			57514	Clothing, Uniforms & Access	86.31	0.00	86.31	
			57515	Clothing, Uniforms & Access	329.94	0.00	329.94	
			57516	Clothing, Uniforms & Access	238.17	0.00	238.17	
			57517	Clothing, Uniforms & Access	573.56	0.00	573.56	
			57518	Clothing, Uniforms & Access	155.14	0.00	155.14	
			57519	Clothing, Uniforms & Access	26.22	0.00	26.22	
			57520	Clothing, Uniforms & Access	39.33	0.00	39.33	
			57521	Clothing, Uniforms & Access	131.10	0.00	131.10	
			57634	Clothing, Uniforms & Access	211.95	0.00	211.95	
			57673	Clothing, Uniforms & Access	108.16	0.00	108.16	

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			57674	Clothing, Uniforms & Access	216.32	0.00	216.32	
			57675	Clothing, Uniforms & Access	260.02	0.00	260.02	
			57676	Clothing, Uniforms & Access	21.85	0.00	21.85	
			57677	Clothing, Uniforms & Access	32.78	0.00	32.78	
			57678	Clothing, Uniforms & Access	216.32	0.00	216.32	
			57679	Clothing, Uniforms & Access	13.11	0.00	13.11	
			57681	Clothing, Uniforms & Access	26.22	0.00	26.22	
			57682	Clothing, Uniforms & Access	39.33	0.00	39.33	
			57683	Clothing, Uniforms & Access	13.11	0.00	13.11	
			57685	Clothing, Uniforms & Access	13.11	0.00	13.11	
			57686	Clothing, Uniforms & Access	26.22	0.00	26.22	
			57687	Clothing, Uniforms & Access	26.22	0.00	26.22	
			57688	Clothing, Uniforms & Access	26.22	0.00	26.22	
			57689	Clothing, Uniforms & Access	144.21	0.00	144.21	
			57690	Clothing, Uniforms & Access	24.04	0.00	24.04	
			57691	Clothing, Uniforms & Access	24.04	0.00	24.04	
			57692	Clothing, Uniforms & Access	695.92	0.00	695.92	
			57693	Clothing, Uniforms & Access	26.39	0.00	26.39	
			57694	Clothing, Uniforms & Access	73.20	0.00	73.20	
			57695	Clothing, Uniforms & Access	81.94	0.00	81.94	
			57696	Clothing, Uniforms & Access	149.67	0.00	149.67	
			57697	Clothing, Uniforms & Access	30.00	0.00	30.00	
			57754	Clothing, Uniforms & Access	157.32	0.00	157.32	
			57758	Clothing, Uniforms & Access	238.17	0.00	238.17	
			57912	Clothing, Uniforms & Access	26.22	0.00	26.22	
			57914	Clothing, Uniforms & Access	373.64	0.00	373.64	
			57915	Clothing, Uniforms & Access	119.08	0.00	119.08	
			57916	Clothing, Uniforms & Access	387.84	0.00	387.84	
			57917	Clothing, Uniforms & Access	216.32	0.00	216.32	
			57918	Clothing, Uniforms & Access	216.32	0.00	216.32	
			57919	Clothing, Uniforms & Access	387.84	0.00	387.84	

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			57920	Clothing, Uniforms & Access	108.16	0.00	108.16	
			57922	Clothing, Uniforms & Access	8.74	0.00	8.74	
			57923	Clothing, Uniforms & Access	216.32	0.00	216.32	
			57924	Clothing, Uniforms & Access	216.32	0.00	216.32	
			57925	Clothing, Uniforms & Access	216.32	0.00	216.32	
			57927	Clothing, Uniforms & Access	108.16	0.00	108.16	
			57928	Clothing, Uniforms & Access	108.16	0.00	108.16	
			57930	Clothing, Uniforms & Access	50.00	0.00	50.00	
			57931	Clothing, Uniforms & Access	119.08	0.00	119.08	
			58060	Clothing, Uniforms & Access	13.11	0.00	13.11	
			58061	Clothing, Uniforms & Access	26.22	0.00	26.22	
			58062	Clothing, Uniforms & Access	509.11	0.00	509.11	
			58063	Clothing, Uniforms & Access	780.05	0.00	780.05	
			58064	Clothing, Uniforms & Access	101.14	0.00	101.14	
			58065	Clothing, Uniforms & Access	180.26	0.00	180.26	
			58066	Clothing, Uniforms & Access	131.10	0.00	131.10	
			58067	Clothing, Uniforms & Access	108.16	0.00	108.16	
			58068	Clothing, Uniforms & Access	108.16	0.00	108.16	
			58069	Clothing, Uniforms & Access	151.86	0.00	151.86	
			58070	Clothing, Uniforms & Access	151.86	0.00	151.86	
			58072	Clothing, Uniforms & Access	206.69	0.00	206.69	
			58073	Clothing, Uniforms & Access	346.32	0.00	346.32	
			58074	Clothing, Uniforms & Access	364.90	0.00	364.90	
			58075	Clothing, Uniforms & Access	346.32	0.00	346.32	
			58076	Clothing, Uniforms & Access	238.17	0.00	238.17	
			58077	Clothing, Uniforms & Access	379.10	0.00	379.10	
			58078	Clothing, Uniforms & Access	378.01	0.00	378.01	
			58079	Clothing, Uniforms & Access	324.47	0.00	324.47	
			58109	Clothing, Uniforms & Access	227.24	0.00	227.24	
			58156	Clothing, Uniforms & Access	91.77	0.00	91.77	
xxx313726	5/9/19	CHAI CHONG HWANG	430498	Refund Recreation Fees	79.00	0.00	79.00	**$79.00**

List of All Claims and Bills Approved for Payment

For Payments Dated 5/5/2019 through 5/11/2019

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
xxx313727	5/9/19	GIRLS SCOUT TROOP #60865	426459	Refund Recreation Fees	1.50	0.00	1.50	**$1.50**
xxx313728	5/9/19	KESAVA MALLELA	430450	Refund Recreation Fees	25.00	0.00	25.00	**$25.00**
xxx313729	5/9/19	LOUISE HAYAMIZU	429737	Refund Recreation Fees	14.63	0.00	14.63	**$14.63**
xxx002812	5/9/19	INTERNAL REVENUE SERVICE	950002812	Employer Taxes - FICA - Total	435.50	0.00	435.50	**$62,476.60**
			950002812	Employer Taxes - Medicare - Total	62,041.10	0.00	62,041.10	
xxx002813	5/9/19	UNION BANK OF CALIFORNIA PARS	950002813	Retirement Benefits - PARS	1,498.65	0.00	1,498.65	**$1,498.65**
xxx002814	5/9/19	ICMA RETIREMENT CORP	950002814	Retirement Benefits - Deferred Comp - City Portion	14,561.58	0.00	14,561.58	**$14,561.58**

Grand Total Payment Amount **$1,755,274.54**

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LIST # 973

For Payments Dated 5/12/2019 through 5/18/2019

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
xxx313730	5/14/19	AAA SPEEDY SMOG TEST ONLY STATION	028938	Automotive Maintenance & Repair Labor	40.00	0.00	40.00	**$160.00**
			028943	Automotive Maintenance & Repair Labor	40.00	0.00	40.00	
			028951	Automotive Maintenance & Repair Labor	40.00	0.00	40.00	
			028965	Automotive Maintenance & Repair Labor	40.00	0.00	40.00	
xxx313731	5/14/19	AT&T	000012874311	Utilities - Telephone	307.15	0.00	307.15	**$1,430.13**
			000013016517	Utilities - Telephone	307.19	0.00	307.19	
			0602290586	Utilities - Telephone	376.51	0.00	376.51	
			0602300328	Utilities - Telephone	376.51	0.00	376.51	
			0602309620	Utilities - Telephone	376.51	0.00	376.51	
			0602318921	Utilities - Telephone	-313.74	0.00	-313.74	
xxx313732	5/14/19	ACADEMY OF TRUCK DRIVING INC	1859	DED Services/Training - Training	4,536.90	0.00	4,536.90	**$4,536.90**
xxx313733	5/14/19	ACE FIRE EQUIPMENT & SERVICE CO INC	13528	Safety Equipment Maintenance & Repair	1,753.20	0.00	1,753.20	**$2,067.81**
			13529	Safety Equipment Maintenance & Repair	314.61	0.00	314.61	
xxx313734	5/14/19	ACME SECURITY SYSTEMS INC	OAK-3709-INV	General Supplies	3,607.63	0.00	3,607.63	**$3,607.63**
xxx313735	5/14/19	ALL CITY MANAGEMENT SERVICES INC	61191	Contracts/Service Agreements	16,557.15	0.00	16,557.15	**$16,557.15**
xxx313736	5/14/19	ALMADEN PRESS	138706	Printing & Related Services	29,483.00	0.00	29,483.00	**$29,483.00**
xxx313737	5/14/19	ALMADEN RV SERVICE AND REPAIRS	28579	Automotive Maintenance & Repair Labor	675.00	0.00	675.00	**$675.00**
xxx313738	5/14/19	ALPHA ANALYTICAL LABORATORIES INC	9034518DPSUNYW	Water Lab Services	2,433.00	0.00	2,433.00	**$7,626.00**
			9034663DPSUNYW	Water Lab Services	2,108.00	0.00	2,108.00	
			9034908DPSUNYW	Water Lab Services	3,085.00	0.00	3,085.00	
xxx313739	5/14/19	AMERICAN FIDELITY ADMINISTRATIVE SVCS	37415	Software As a Service	657.80	0.00	657.80	**$657.80**
xxx313740	5/14/19	AMERICAN RED CROSS	22184724	Supplies, First Aid	347.00	0.00	347.00	**$347.00**
xxx313741	5/14/19	AMFASOFT CORP	DIAGOR-02	DED Services/Training - Training	590.00	0.00	590.00	**$14,090.00**
			HUYEN-01	DED Services/Training - Training	4,500.00	0.00	4,500.00	
			MELISSA-01	DED Services/Training - Training	4,500.00	0.00	4,500.00	
			STACY-01	DED Services/Training - Training	4,500.00	0.00	4,500.00	

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Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
xxx313742	5/14/19	APPLEONE EMPLOYMENT SERVICES	01-5210940	Salaries - Contract Personnel	12,169.77	0.00	12,169.77	**$12,169.77**
xxx313744	5/14/19	BAKER & TAYLOR	4012538970	Library Acquisitions, Books	244.49	0.00	244.49	**$254.06**
			4012538970	Library Materials Preprocessing	9.57	0.00	9.57	
xxx313745	5/14/19	BAY AREA NEWS GROUP DIGITAL FIRST MEDIA	0006320166	Advertising Services	119.00	0.00	119.00	**$305.00**
			0006324431	Advertising Services	134.00	0.00	134.00	
			0006324541	Advertising Services	52.00	0.00	52.00	
xxx313746	5/14/19	BAY-VALLEY PEST CONTROL INC	0257077	Facilities Maintenance & Repair Labor	32.00	0.00	32.00	**$570.00**
			0257078	Facilities Maintenance & Repair Labor	56.00	0.00	56.00	
			0257080	Facilities Maintenance & Repair Labor	42.00	0.00	42.00	
			0257081	Facilities Maintenance & Repair Labor	42.00	0.00	42.00	
			0257083	Facilities Maintenance & Repair Labor	42.00	0.00	42.00	
			0257084	Facilities Maintenance & Repair Labor	42.00	0.00	42.00	
			0257085	Facilities Maintenance & Repair Labor	42.00	0.00	42.00	
			0257106	Services Maintain Land Improv	62.00	0.00	62.00	
			0257117	Services Maintain Land Improv	62.00	0.00	62.00	
			0257118	Services Maintain Land Improv	62.00	0.00	62.00	
			0257394	Services Maintain Land Improv	86.00	0.00	86.00	
xxx313747	5/14/19	BETTS TRUCK PARTS AND SERVICE	CI0020245497	Auto Maint & Repair - Labor	625.00	0.00	625.00	**$2,113.07**
			CI0020245497	Auto Maint & Repair - Materials	1,488.07	0.00	1,488.07	
xxx313748	5/14/19	BILL WILSON CENTER	3	Outside Group Funding	7,379.23	0.00	7,379.23	**$7,379.23**
xxx313749	5/14/19	BRAD COX ARCHITECT INC	BCA2019-04	Engineering Services	27,966.22	0.00	27,966.22	**$27,966.22**
xxx313750	5/14/19	BUCKLES-SMITH ELECTRIC CO	3146920-00	Electrical Parts & Supplies	201.10	0.00	201.10	**$201.10**
xxx313751	5/14/19	CAW ARCHITECTS INC	0419.14006	Consultants	7,427.50	0.00	7,427.50	**$7,427.50**
xxx313752	5/14/19	CAL CHIEFS	7/1/19-6/30/20	Prepaid Goods, Services or Obligations	2,240.00	0.00	2,240.00	**$2,240.00**
xxx313753	5/14/19	CALIFORNIA SPORTS CENTER	CSC0319	Rec Instructors/Officials	66,090.91	0.00	66,090.91	**$66,090.91**
xxx313754	5/14/19	CALLANDER ASSOCIATES LANDSCAPE ARCHITEC	18054-7	Consultants	14,178.01	0.00	14,178.01	**$14,178.01**
xxx313755	5/14/19	COAST COUNTIES PETERBILT	0125713S	Automotive Maintenance & Repair Labor	100.00	0.00	100.00	**$175.39**
			0176333P	Parts, Vehicles & Motor Equip	75.39	0.00	75.39	
xxx313756	5/14/19	CYPRESS PRIVATE SECURITY LP	48349	Contracts/Service Agreements	4,630.98	0.00	4,630.98	**$4,630.98**
xxx313757	5/14/19	DEBRA CHROMCZAK	658REV	Consultants	-2,826.25	0.00	-2,826.25	**$1,615.00**

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Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
			67	Consultants	1,615.00	0.00	1,615.00	
			68	Consultants	2,826.25	0.00	2,826.25	
xxx313758	5/14/19	DELL MARKETING LP	10312726631	Computer Hardware	1,918.50	0.00	1,918.50	**$1,918.50**
xxx313759	5/14/19	DOWNEY BRAND LLP	535357	Legal Services	135.00	0.00	135.00	**$135.00**
xxx313760	5/14/19	E-Z-GO TEXTRON INC	91783042	Parts, Vehicles & Motor Equip	550.36	0.00	550.36	**$550.36**
xxx313762	5/14/19	ENNIS PAINT INC	369649	Materials - Land Improve	937.40	0.00	937.40	**$1,526.00**
			369663	Materials - Land Improve	588.60	0.00	588.60	
xxx313763	5/14/19	FEHR & PEERS	126984	Developer Passthroughs-Downtown Projects	33,019.88	0.00	33,019.88	**$58,874.82**
			127269	Developer Passthroughs-Downtown Projects	6,609.75	0.00	6,609.75	
			128814	Developer Passthroughs-Downtown Projects	10,622.06	0.00	10,622.06	
			129350	Developer Passthroughs-Downtown Projects	8,623.13	0.00	8,623.13	
xxx313764	5/14/19	FERGUSON ENTERPRISES INC 3326	0136842	Hand Tools	210.56	0.00	210.56	**$210.56**
xxx313766	5/14/19	FIRST UNITED METHODIST CHURCH SUNNYVALE	3	Outside Group Funding	7,750.00	0.00	7,750.00	**$7,750.00**
xxx313767	5/14/19	FITGUARD INC	0000158403	Misc Equip Maint & Repair	270.63	0.00	270.63	**$270.63**
xxx313768	5/14/19	FLEETPRIDE INC	25810899	Parts, Vehicles & Motor Equip	25.61	0.00	25.61	**$830.16**
			26022583	Parts, Vehicles & Motor Equip	38.39	0.00	38.39	
			26024729	Parts, Vehicles & Motor Equip	766.16	0.00	766.16	
xxx313769	5/14/19	FOSTER BROS SECURITY SYSTEMS INC	305667	Bldg Maint Matls & Supplies	465.62	0.00	465.62	**$484.49**
			305747	Bldg Maint Matls & Supplies	14.51	0.00	14.51	
			309287	Bldg Maint Matls & Supplies	4.36	0.00	4.36	
xxx313770	5/14/19	GALE/CENGAGE LEARNING	66991217	Library Acquisitions, Books	29.64	0.00	29.64	**$471.58**
			66998759	Library Acquisitions, Books	441.94	0.00	441.94	
xxx313771	5/14/19	GARDA	10482676	Financial Services	4,380.32	0.00	4,380.32	**$4,380.32**
xxx313772	5/14/19	GLENMOUNT GLOBAL SOLUTIONS INC	AIS60239EV004	Facilities Maint & Repair - Materials	9,150.49	0.00	9,150.49	**$9,150.49**
xxx313773	5/14/19	GLOBAL ACCESS INC	16976	Software As a Service	247.48	0.00	247.48	**$247.48**
xxx313774	5/14/19	GOLDFARB LIPMAN ATTORNEYS	130879	Legal Services	160.00	0.00	160.00	**$2,681.00**
			130880	Legal Services	1,817.00	0.00	1,817.00	

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			130881	Legal Services	64.00	0.00	64.00	
			130882	Legal Services	640.00	0.00	640.00	
xxx313775	5/14/19	GOODYEAR COMMERCIAL TIRE & SERVICE CTR	189-1101001	Parts, Vehicles & Motor Equip	1,671.22	0.00	1,671.22	**$2,569.98**
			1891101165	Parts, Vehicles & Motor Equip	133.00	0.00	133.00	
			189-1101185	Auto Maint & Repair - Labor	251.52	0.00	251.52	
			189-1101185	Auto Maint & Repair - Materials	40.00	0.00	40.00	
			189-1101195	Auto Maint & Repair - Labor	40.01	0.00	40.01	
			189-1101195	Auto Maint & Repair - Materials	14.31	0.00	14.31	
			189-1101200	Parts, Vehicles & Motor Equip	264.14	0.00	264.14	
			189-1101245	Auto Maint & Repair - Labor	127.15	0.00	127.15	
			189-1101245	Auto Maint & Repair - Materials	28.63	0.00	28.63	
xxx313776	5/14/19	GREENESPORT ASSN	COL042919SOC	Rec Instructors/Officials	880.00	0.00	880.00	**$3,305.00**
			COL042919VOL	Rec Instructors/Officials	620.00	0.00	620.00	
			SUN042919SOC	Rec Instructors/Officials	990.00	0.00	990.00	
			SUN042919VOL	Rec Instructors/Officials	815.00	0.00	815.00	
xxx313777	5/14/19	H K AVERY CONSTRUCTION	BOX OFFICE	Facilities Maint & Repair - Labor	1,250.00	0.00	1,250.00	**$1,450.00**
			BOX OFFICE	Facilities Maint & Repair - Materials	200.00	0.00	200.00	
xxx313778	5/14/19	HDR ENGINEERING INC	1200180271	Engineering Services	4,476.74	0.00	4,476.74	**$4,476.74**
xxx313780	5/14/19	ICONIX WATERWORKS	17913009746	Miscellaneous Equipment Parts & Supplies	243.20	0.00	243.20	**$243.20**
xxx313781	5/14/19	IMPERIAL MAINTENANCE SERVICES INC	11	Professional Services	59,794.00	0.00	59,794.00	**$59,794.00**
xxx313782	5/14/19	INTERSTATE BATTERY SYSTEM OF SAN JOSE	10284834	Parts, Vehicles & Motor Equip	861.17	0.00	861.17	**$861.17**
xxx313783	5/14/19	ISLAND KIDS LLC	500	Professional Services	3,150.00	0.00	3,150.00	**$3,150.00**
xxx313784	5/14/19	JOBTRAIN	YOUTHFY1909	Contracts/Service Agreements	49,479.00	0.00	49,479.00	**$49,479.00**
xxx313785	5/14/19	JOHNSON CONTROLS FIRE PROTECTION LP	20871412	Facilities Maintenance & Repair Labor	647.50	0.00	647.50	**$5,731.25**
			20871622	Facilities Maintenance & Repair Labor	720.00	0.00	720.00	
			20871623	Facilities Maintenance & Repair Labor	680.00	0.00	680.00	
			20871624	Facilities Maintenance & Repair Labor	597.50	0.00	597.50	
			20871625	Facilities Maintenance & Repair Labor	550.00	0.00	550.00	
			20871626	Facilities Maintenance & Repair Labor	247.50	0.00	247.50	
			20871646	Facilities Maintenance & Repair Labor	1,026.75	0.00	1,026.75	

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Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
			20872812	Facilities Maintenance & Repair Labor	1,262.00	0.00	1,262.00	
xxx313786	5/14/19	KANOPY INC	155324-PPU	Library Periodicals/Databases	1,514.00	0.00	1,514.00	**$1,514.00**
xxx313787	5/14/19	KELLY MOORE PAINT CO INC	820-379825	Bldg Maint Matls & Supplies	143.91	0.00	143.91	**$143.91**
xxx313788	5/14/19	KENNEDY JENKS CONSULTANTS	129736	HazMat Disposal - Hazardous Waste Disposal	1,397.30	0.00	1,397.30	**$1,397.30**
xxx313789	5/14/19	KIMLEY HORN & ASSOC INC	13149104	Engineering Services	22,316.99	0.00	22,316.99	**$41,622.74**
			13149128-1	Engineering Services	7,461.25	0.00	7,461.25	
			13417792	Engineering Services	11,844.50	0.00	11,844.50	
xxx313790	5/14/19	L N CURTIS & SONS INC	INV271378	Safety Equipment Maintenance & Repair	1,118.34	0.00	1,118.34	**$4,094.04**
			INV276414	Clothing, Uniforms & Access	321.55	0.00	321.55	
			INV276853	Clothing, Uniforms & Access	238.71	0.00	238.71	
			INV277039	Clothing, Uniforms & Access	643.10	0.00	643.10	
			INV278147	Clothing, Uniforms & Access	376.05	0.00	376.05	
			INV278149	Clothing, Uniforms & Access	376.05	0.00	376.05	
			INV278436	General Supplies	1,020.24	0.00	1,020.24	
xxx313791	5/14/19	LPAS INC	33476	Engineering Services	7,863.75	0.00	7,863.75	**$7,863.75**
xxx313792	5/14/19	LANCESOFT, INC.	LR-2019-97747	Professional Services	4,400.00	0.00	4,400.00	**$8,800.00**
			LR-2019-98395	Professional Services	4,400.00	0.00	4,400.00	
xxx313793	5/14/19	LARRY HOPKINS HONDA	13007	Parts, Vehicles & Motor Equip	200.16	0.00	200.16	**$200.16**
xxx313794	5/14/19	LAWSON PRODUCTS INC	9306696502	Miscellaneous Equipment Parts & Supplies	94.92	0.00	94.92	**$94.92**
xxx313795	5/14/19	LEHR AUTO ELECTRIC	SI28070	Communication Equipment	310.72	0.00	310.72	**$583.11**
			SI28279	Parts, Vehicles & Motor Equip	272.39	0.00	272.39	
xxx313796	5/14/19	MSA SYSTEMS INC	SGX13517-1	Computer Hardware	18,748.95	0.00	18,748.95	**$18,748.95**
xxx313797	5/14/19	MSI FUEL MANAGEMENT INC	4697	Equipment Maintenance & Repair Labor	875.00	0.00	875.00	**$875.00**
xxx313798	5/14/19	MALLORY SAFETY & SUPPLY LLC	4636131	Chemicals	1,371.08	0.00	1,371.08	**$1,392.88**
			4639930	Supplies, Safety	21.80	0.00	21.80	
xxx313799	5/14/19	MCMASTER CARR SUPPLY CO	93206554	Miscellaneous Equipment Parts & Supplies	520.05	0.00	520.05	**$520.05**
xxx313800	5/14/19	MIDWEST TAPE	97335190	Library Acquis, Audio/Visual	15.52	0.00	15.52	**$15.52**
xxx313801	5/14/19	MOFFATT & NICHOL	740304	Consultants	4,250.00	0.00	4,250.00	**$4,250.00**
xxx313802	5/14/19	MOST DEPENDABLE FOUNTAINS INC	INV55254	Materials - Land Improve	11,012.90	0.00	11,012.90	**$11,012.90**
xxx313803	5/14/19	MUNICIPAL MAINTENANCE EQUIPMENT INC	0137204-IN	Parts, Vehicles & Motor Equip	182.15	0.00	182.15	**$182.15**
xxx313804	5/14/19	NAPA AUTO PARTS						**$987.47**

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			5983-460111	Parts, Vehicles & Motor Equip	49.77	0.00	49.77	
			5983-462274	Parts, Vehicles & Motor Equip	-26.16	0.00	-26.16	
			5983-463253	Parts, Vehicles & Motor Equip	-49.77	0.00	-49.77	
			5983-463473	Parts, Vehicles & Motor Equip	93.45	0.00	93.45	
			5983-463482	Parts, Vehicles & Motor Equip	82.19	0.00	82.19	
			5983-463507	Parts, Vehicles & Motor Equip	-24.66	0.00	-24.66	
			5983-463515	Parts, Vehicles & Motor Equip	127.54	0.00	127.54	
			5983-463666	Parts, Vehicles & Motor Equip	84.14	0.00	84.14	
			5983-463680	Parts, Vehicles & Motor Equip	23.72	0.00	23.72	
			5983-463708	Parts, Vehicles & Motor Equip	1.55	0.00	1.55	
			5983-463751	Parts, Vehicles & Motor Equip	2.06	0.00	2.06	
			5983-463871	Parts, Vehicles & Motor Equip	98.48	0.00	98.48	
			5983-463876	Parts, Vehicles & Motor Equip	142.45	0.00	142.45	
			5983-463912	Parts, Vehicles & Motor Equip	41.88	0.00	41.88	
			5983-463917	Parts, Vehicles & Motor Equip	14.15	0.00	14.15	
			5983-464027	Parts, Vehicles & Motor Equip	-18.32	0.00	-18.32	
			5983-464172	Parts, Vehicles & Motor Equip	20.33	0.00	20.33	
			5983-464176REV	Inventory Purchase	12.75	0.00	12.75	
			5983-464192	Parts, Vehicles & Motor Equip	68.54	0.00	68.54	
			5983-464330	Parts, Vehicles & Motor Equip	18.73	0.00	18.73	
			5983-464332	Parts, Vehicles & Motor Equip	109.04	0.00	109.04	
			5983-464334	Parts, Vehicles & Motor Equip	10.55	0.00	10.55	
			5983-464430	Parts, Vehicles & Motor Equip	42.87	0.00	42.87	
			5983-464443	Parts, Vehicles & Motor Equip	41.46	0.00	41.46	
			5983-464444	Parts, Vehicles & Motor Equip	33.48	0.00	33.48	
			5983-464540	Parts, Vehicles & Motor Equip	11.75	0.00	11.75	
			5983-465341	Parts, Vehicles & Motor Equip	-11.75	0.00	-11.75	
			5983-466176	Inventory Purchase	-12.75	0.00	-12.75	
xxx313807	5/14/19	NATIONAL RESEARCH CENTER INC	7168	Professional Services	9,975.00	0.00	9,975.00	**$9,975.00**
xxx313808	5/14/19	NORTHERN CALIFORNIA NURSING ACADEMY LLC	0030	DED Services/Training - Training	600.00	0.00	600.00	**$600.00**
xxx313809	5/14/19	ORLANDI TRAILER INC						**$8.63**

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			178895	Parts, Vehicles & Motor Equip	8.63	0.00	8.63	
xxx313810	5/14/19	OTIS ELEVATOR COMPANY	SJ21593001	Facilities Maintenance & Repair Labor	650.39	0.00	650.39	**$650.39**
xxx313811	5/14/19	OVERDRIVE INC	910DA19087387	Library Periodicals/Databases	629.93	0.00	629.93	**$629.93**
xxx313812	5/14/19	PDM STEEL SERVICE CENTERS INC	818202-01	Parts, Vehicles & Motor Equip	106.82	0.00	106.82	**$265.52**
			818596-01	Parts, Vehicles & Motor Equip	158.70	0.00	158.70	
xxx313813	5/14/19	PACIFIC WEST SECURITY INC	19866	Facilities Maintenance & Repair Labor	205.00	0.00	205.00	**$205.00**
xxx313814	5/14/19	PALO ALTO ELECTRIC MOTOR CORP	RI6054	Misc Equip Maint & Repair - Labor	3,000.00	0.00	3,000.00	**$4,114.58**
			RI6054	Misc Equip Maint & Repair - Materials	1,114.58	0.00	1,114.58	
xxx313815	5/14/19	PAN ASIAN PUBLICATIONS INC	U-16024	Library Acquis, Audio/Visual	556.83	0.00	556.83	**$2,667.87**
			U-16025	Library Acquis, Audio/Visual	580.46	0.00	580.46	
			U-16027	Library Acquisitions, Books	1,530.58	0.00	1,530.58	
xxx313816	5/14/19	PEARSON BUICK GMC	336485	Parts, Vehicles & Motor Equip	135.60	0.00	135.60	**$540.75**
			336735	Parts, Vehicles & Motor Equip	405.15	0.00	405.15	
xxx313817	5/14/19	PETERSON	PC240033858	Fuel, Oil & Lubricants	5,673.67	0.00	5,673.67	**$18,704.67**
			SB240014859	Misc Equip Maint & Repair - Labor	-4,396.04	0.00	-4,396.04	
			SB240014859	Misc Equip Maint & Repair - Materials	-8,634.96	0.00	-8,634.96	
			SB240014864	Misc Equip Maint & Repair - Labor	-4,396.04	0.00	-4,396.04	
			SB240014864	Misc Equip Maint & Repair - Materials	-8,634.96	0.00	-8,634.96	
			SW240157079	Misc Equip Maint & Repair - Labor	4,396.04	0.00	4,396.04	
			SW240157079	Misc Equip Maint & Repair - Materials	8,634.96	0.00	8,634.96	
			SW240157345	Misc Equip Maint & Repair - Labor	4,396.04	0.00	4,396.04	
			SW240157345	Misc Equip Maint & Repair - Materials	8,634.96	0.00	8,634.96	
			SW240157394	Misc Equip Maint & Repair - Labor	4,396.04	0.00	4,396.04	
			SW240157394	Misc Equip Maint & Repair - Materials	8,634.96	0.00	8,634.96	
xxx313818	5/14/19	PLACEWORKS INC	68441	Consultants	38,042.60	0.00	38,042.60	**$38,042.60**
xxx313819	5/14/19	PRODUCTIVITY PEOPLE INC	1218	City Training Program	1,400.00	0.00	1,400.00	**$5,600.00**
			1243	City Training Program	4,200.00	0.00	4,200.00	
xxx313820	5/14/19	R & S ERECTION OF SANTA CLARA COUNTY INC	84785	Equipment Rental/Lease	250.00	0.00	250.00	**$7,038.00**
			84786	Facilities Maint & Repair - Labor	3,700.00	0.00	3,700.00	
			84786	Facilities Maint & Repair - Materials	3,088.00	0.00	3,088.00	
xxx313821	5/14/19	RADGOV INC	CSV19042801	Professional Services	2,800.00	0.00	2,800.00	**$5,600.00**

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			CSV19050501	Professional Services	2,800.00	0.00	2,800.00	
xxx313822	5/14/19	RAYVERN LIGHTING SUPPLY CO INC	61409-0	Inventory Purchase	456.17	0.00	456.17	**$456.17**
xxx313823	5/14/19	READYREFRESH BY NESTLE	19D5715636006	General Supplies	133.52	0.00	133.52	**$169.69**
			19D5740132005	Miscellaneous Services	36.17	0.00	36.17	
xxx313824	5/14/19	REDGWICK CONSTRUCTION CO	SNYSRTGAPED #05	Construction Services	40,714.47	0.00	40,714.47	**$40,714.47**
xxx313825	5/14/19	RIVERVIEW SYSTEMS GROUP INC	26176	Miscellaneous Services	1,171.83	0.00	1,171.83	**$1,171.83**
xxx313826	5/14/19	ROTORK CONTROLS INC	C|18653REV	Water/Wastewater Treat Equip	-7,263.73	0.00	-7,263.73	**$346.85**
			CI18653	Water/Wastewater Treat Equip	7,263.76	0.00	7,263.76	
			CI18737	Miscellaneous Equipment Parts & Supplies	346.82	0.00	346.82	
xxx313827	5/14/19	SC FUELS	3916172	Inventory Purchase	27,642.61	0.00	27,642.61	**$27,642.61**
xxx313828	5/14/19	SAFEWAY INC	436303-050919	Inventory Purchase	162.98	0.00	162.98	**$269.14**
			804852-050619	Food Products	12.44	0.00	12.44	
			804973-050719	Food Products	59.82	0.00	59.82	
			806678-040219	General Supplies	33.90	0.00	33.90	
xxx313829	5/14/19	SAN BENITO COUNTY	002-1122-18 #5	Contracts/Service Agreements	22,377.09	0.00	22,377.09	**$22,377.09**
xxx313830	5/14/19	SIERRA PACIFIC TURF SUPPLY INC	0550336-IN	Materials - Land Improve	1,059.48	0.00	1,059.48	**$1,315.68**
			0550337-IN	General Supplies	256.20	0.00	256.20	
xxx313831	5/14/19	STEVENS CREEK CHRYSLER JEEP DODGE	361793	Parts, Vehicles & Motor Equip	18.57	0.00	18.57	**$18.57**
xxx313832	5/14/19	SUNNYVALE FORD	146575	Parts, Vehicles & Motor Equip	128.52	0.00	128.52	**$3,450.35**
			146579	Parts, Vehicles & Motor Equip	924.06	0.00	924.06	
			146598	Parts, Vehicles & Motor Equip	3.44	0.00	3.44	
			146728	Parts, Vehicles & Motor Equip	372.92	0.00	372.92	
			146927	Parts, Vehicles & Motor Equip	185.93	0.00	185.93	
			146936	Parts, Vehicles & Motor Equip	177.31	0.00	177.31	
			147018	Parts, Vehicles & Motor Equip	105.99	0.00	105.99	
			147021	Parts, Vehicles & Motor Equip	169.15	0.00	169.15	
			147044	Parts, Vehicles & Motor Equip	254.74	0.00	254.74	
			147095	Parts, Vehicles & Motor Equip	18.22	0.00	18.22	
			147167	Parts, Vehicles & Motor Equip	50.57	0.00	50.57	
			147704	Inventory Purchase	413.35	0.00	413.35	

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Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
			148061	Inventory Purchase	646.15	0.00	646.15	
xxx313834	5/14/19	SUNNYVALE TOWING INC	303440	Vehicle Towing Services	45.00	0.00	45.00	**$1,427.00**
			304181	Vehicle Towing Services	45.00	0.00	45.00	
			305459	Vehicle Towing Services	375.00	0.00	375.00	
			305879	Vehicle Towing Services	52.00	0.00	52.00	
			305882	Vehicle Towing Services	40.00	0.00	40.00	
			305892	Vehicle Towing Services	45.00	0.00	45.00	
			305893	Vehicle Towing Services	45.00	0.00	45.00	
			305894	Vehicle Towing Services	45.00	0.00	45.00	
			306270	Vehicle Towing Services	600.00	0.00	600.00	
			318414	Vehicle Towing Services	45.00	0.00	45.00	
			318462	Vehicle Towing Services	45.00	0.00	45.00	
			318483	Vehicle Towing Services	45.00	0.00	45.00	
xxx313836	5/14/19	SUSTAINABLE TURF SCIENCE INC	4093	Materials - Land Improve	190.75	0.00	190.75	**$190.75**
xxx313837	5/14/19	SYNAGRO-WWT INC	03-104339	Miscellaneous Services	194,524.07	0.00	194,524.07	**$194,524.07**
xxx313838	5/14/19	TJKM	0048234	Consultants	375.00	0.00	375.00	**$1,601.74**
			0048235	Consultants	1,226.74	0.00	1,226.74	
xxx313839	5/14/19	TALON ECOLOGICAL RESEARCH GROUP	SUNNYVALE20193	Services Maintain Land Improv	840.00	0.00	840.00	**$840.00**
xxx313840	5/14/19	THE CONSULTING TEAM LLC	939	City Training Program	2,400.00	0.00	2,400.00	**$2,400.00**
xxx313841	5/14/19	THE HOME DEPOT PRO	488914532	Inventory Purchase	1.82	0.00	1.82	**$179.69**
			489987073	Bldg Maint Matls & Supplies	177.87	0.00	177.87	
xxx313842	5/14/19	TURF STAR INC	7054517-00	Parts, Vehicles & Motor Equip	1,109.40	0.00	1,109.40	**$4,122.10**
			7054945-00	Parts, Vehicles & Motor Equip	929.63	0.00	929.63	
			7055788-00	Parts, Vehicles & Motor Equip	933.75	0.00	933.75	
			7056290-00	Parts, Vehicles & Motor Equip	124.45	0.00	124.45	
			7056592-00	Parts, Vehicles & Motor Equip	-940.63	0.00	-940.63	
			7057230-00	Parts, Vehicles & Motor Equip	124.60	0.00	124.60	
			7057850-00	Parts, Vehicles & Motor Equip	135.28	0.00	135.28	
			7057960-00	Parts, Vehicles & Motor Equip	91.83	0.00	91.83	
			7058359-00	Parts, Vehicles & Motor Equip	735.18	0.00	735.18	

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			7058666-00	Parts, Vehicles & Motor Equip	200.77	0.00	200.77	
			7059359-00	Parts, Vehicles & Motor Equip	434.62	0.00	434.62	
			7060688-00	Parts, Vehicles & Motor Equip	104.30	0.00	104.30	
			7061340-00	Parts, Vehicles & Motor Equip	138.92	0.00	138.92	
xxx313844	5/14/19	ULRICK & ASSOC	1128	Engineering Services	9,807.00	0.00	9,807.00	**$9,807.00**
xxx313846	5/14/19	UNIVERSITY OF CALIFORNIA SANTA CRUZ	58487	DED Services/Training - Training	3,168.00	0.00	3,168.00	**$3,168.00**
xxx313847	5/14/19	VERIZON WIRELESS	9828523652	Communication Equipment	3,179.67	0.00	3,179.67	**$19,614.68**
			9828523652	Utilities - Mobile Phones - City Mobile Phones	16,435.01	0.00	16,435.01	
xxx313849	5/14/19	W A KRAUSS & CO INC	201905	Professional Services	167.75	0.00	167.75	**$167.75**
xxx313850	5/14/19	WHCI PLUMBING SUPPLY	S2415157.001	Bldg Maint Matls & Supplies	2,243.06	0.00	2,243.06	**$2,253.42**
			S2415167.001	Bldg Maint Matls & Supplies	10.36	0.00	10.36	
xxx313851	5/14/19	WARDELL AUTO INTERIORS AND TOPS LLC	4894	Auto Maint & Repair - Labor	475.00	0.00	475.00	**$556.75**
			4894	Auto Maint & Repair - Materials	81.75	0.00	81.75	
xxx313852	5/14/19	WEST COAST ARBORISTS INC	146784	Services Maintain Land Improv	73,646.75	0.00	73,646.75	**$73,646.75**
xxx313853	5/14/19	WEST VALLEY STAFFING GROUP	254439	Salaries - Contract Personnel	1,226.24	0.00	1,226.24	**$4,153.82**
			254663	Professional Services	2,927.58	0.00	2,927.58	
xxx313854	5/14/19	WESTERN STATES TOOL & SUPPLY CORP	147962	Inventory Purchase	190.75	0.00	190.75	**$190.75**
xxx313855	5/14/19	YWCA OF SILICON VALLEY	1819-827550 #3	Outside Group Funding	9,268.48	0.00	9,268.48	**$9,268.48**
xxx313856	5/14/19	FIRST AMERICAN TITLE CO	3819-VALEN1705	Customer Loans Disbursed	50,000.00	0.00	50,000.00	**$50,000.00**
xxx313857	5/14/19	FIRST RESPONDER SUPPORT NETWORK	10/15-17/2019	Prepaid Goods, Services or Obligations	316.00	0.00	316.00	**$316.00**
xxx313858	5/14/19	LC ACTION POLICE SUPPLY	394014	Ballistic Equipment - Body Armor/Vests	849.76	0.00	849.76	**$8,482.78**
			395160	Clothing, Uniforms & Access	115.53	0.00	115.53	
			395175	Clothing, Uniforms & Access	34.08	0.00	34.08	
			395535	Clothing, Uniforms & Access	15.46	0.00	15.46	
			395536	Clothing, Uniforms & Access	40.47	0.00	40.47	
			395537	Clothing, Uniforms & Access	37.42	0.00	37.42	
			395538	Clothing, Uniforms & Access	37.42	0.00	37.42	
			395539	Clothing, Uniforms & Access	5.44	0.00	5.44	
			395645	Ballistic Equipment - Body Armor/Vests	829.76	0.00	829.76	

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			395646	Ballistic Equipment - Body Armor/Vests	829.76	0.00	829.76	
			395771	Clothing, Uniforms & Access	491.32	0.00	491.32	
			395772	Clothing, Uniforms & Access	491.32	0.00	491.32	
			395773	Clothing, Uniforms & Access	168.19	0.00	168.19	
			395842	Clothing, Uniforms & Access	127.72	0.00	127.72	
			395934	Ballistic Equipment - Body Armor/Vests	829.76	0.00	829.76	
			395935	Ballistic Equipment - Body Armor/Vests	829.76	0.00	829.76	
			395936	Ballistic Equipment - Body Armor/Vests	829.76	0.00	829.76	
			395937	Ballistic Equipment - Body Armor/Vests	829.76	0.00	829.76	
			396068	Clothing, Uniforms & Access	55.11	0.00	55.11	
			396126	Clothing, Uniforms & Access	829.08	0.00	829.08	
			396127	Clothing, Uniforms & Access	66.64	0.00	66.64	
			396128	Clothing, Uniforms & Access	120.03	0.00	120.03	
			396129	Clothing, Uniforms & Access	19.23	0.00	19.23	
xxx313860	5/14/19	PACIFIC GAS & ELECTRIC CO	89805160050419	Utilities - Electric	10.89	0.00	10.89	**$96.29**
			89846354520419	Utilities - Electric	0.83	0.00	0.83	
			91271084620419	Utilities - Electric	23.23	0.00	23.23	
			91290311060419	Utilities - Electric	61.34	0.00	61.34	
xxx313861	5/14/19	SAN JOSE CONSERVATION CORPS	051819PROJ	Recycling Services	1,799.00	0.00	1,799.00	**$1,799.00**
xxx313862	5/14/19	STATE WATER RESOURCES CONTROL BOARD	C#1340AMENDMT	Miscellaneous Services	851.00	0.00	851.00	**$851.00**
xxx313864	5/14/19	COSIE SASAKE	953232	Lib - Lost & Damaged Circulation	2.77	0.00	2.77	**$2.77**
xxx313865	5/14/19	R E CUDDIE CO	BL039983 19-20	Business License Tax	335.07	0.00	335.07	**$335.07**
xxx313866	5/14/19	T2 DEVELOPMENT	186097-57992	Refund Utility Account Credit	3,679.29	0.00	3,679.29	**$3,679.29**
xxx313881	5/16/19	AMA GOLF	146433	Inventory Purchase	127.98	0.00	127.98	**$532.92**
			146454	Inventory Purchase	327.97	0.00	327.97	
			146562	Inventory Purchase	76.97	0.00	76.97	
xxx313882	5/16/19	ACUSHNET CO	907250332	Inventory Purchase	157.78	0.00	157.78	**$3,386.64**
			907250333	Inventory Purchase	2,294.62	0.00	2,294.62	
			907399511	Inventory Purchase	238.00	4.44	233.56	
			907401252	Inventory Purchase	238.00	4.44	233.56	

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			907411306	Inventory Purchase	119.00	2.22	116.78	
			907412644	Inventory Purchase	238.00	4.44	233.56	
			907422345	Inventory Purchase	119.00	2.22	116.78	
xxx313883	5/16/19	ADIDAS AMERICA INC.	6177448930	Inventory Purchase	726.41	105.46	620.95	**$848.65**
			6177465526	Inventory Purchase	265.22	37.52	227.70	
xxx313884	5/16/19	ALMADEN PRESS	139309	Printing & Related Services	747.74	0.00	747.74	**$747.74**
xxx313885	5/16/19	AMERICAN LEAK DETECTION	22331A	Construction Services	1,190.00	0.00	1,190.00	**$1,785.00**
			22332A	Construction Services	595.00	0.00	595.00	
xxx313886	5/16/19	APEX SYSTEMS LLC	0004621876	Salaries - Contract Personnel	1,320.00	0.00	1,320.00	**$1,320.00**
xxx313887	5/16/19	APPLEONE EMPLOYMENT SERVICES	01-5217032	Salaries - Contract Personnel	13,976.45	0.00	13,976.45	**$13,984.86**
			01-5217032	Travel Expenses - Mileage	8.41	0.00	8.41	
xxx313889	5/16/19	ARBORWELL	IN101932	Services Maintain Land Improv	1,154.63	0.00	1,154.63	**$1,154.63**
xxx313890	5/16/19	ARCHIE LAGAN	CK REQ 19-173	DED Services/Training - Books	582.68	0.00	582.68	**$582.68**
xxx313891	5/16/19	AUTOSCRIBE CORP	182868	Financial Services	1,716.30	0.00	1,716.30	**$3,656.78**
			183856	Financial Services	1,940.48	0.00	1,940.48	
xxx313892	5/16/19	BAE URBAN ECONOMICS	2276-APR19	Consultants	4,967.88	0.00	4,967.88	**$4,967.88**
xxx313893	5/16/19	BARTEL ASSOC LLC	19-202	Financial Services	11,000.00	0.00	11,000.00	**$11,330.00**
			19-256	Financial Services	330.00	0.00	330.00	
xxx313894	5/16/19	BAY AREA TRENCHLESS	41719	Construction Services	5,900.00	0.00	5,900.00	**$5,900.00**
xxx313895	5/16/19	BAY-VALLEY PEST CONTROL INC	0255849	Facilities Maintenance & Repair Labor	56.00	0.00	56.00	**$542.00**
			0255857	Facilities Maintenance & Repair Labor	42.00	0.00	42.00	
			0255873	Services Maintain Land Improv	62.00	0.00	62.00	
			0255881	Services Maintain Land Improv	62.00	0.00	62.00	
			0256610	Facilities Maintenance & Repair Labor	42.00	0.00	42.00	
			0257064	Facilities Maintenance & Repair Labor	43.00	0.00	43.00	
			0257065	Facilities Maintenance & Repair Labor	43.00	0.00	43.00	
			0257066	Facilities Maintenance & Repair Labor	43.00	0.00	43.00	
			0257067	Facilities Maintenance & Repair Labor	63.00	0.00	63.00	
			0257068	Facilities Maintenance & Repair Labor	43.00	0.00	43.00	
			0257069	Facilities Maintenance & Repair Labor	43.00	0.00	43.00	
xxx313898	5/16/19	CALTEST ANALYTICAL LABORATORY	595317	Water Lab Services	57.83	0.00	57.83	**$1,471.39**

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			596683	Water Lab Services	250.92	0.00	250.92	
			598449	Water Lab Services	57.83	0.00	57.83	
			598569	Water Lab Services	700.00	0.00	700.00	
			598684	Water Lab Services	115.66	0.00	115.66	
			598685	Water Lab Services	57.83	0.00	57.83	
			598687	Water Lab Services	115.66	0.00	115.66	
			598737	Water Lab Services	57.83	0.00	57.83	
			598738	Water Lab Services	57.83	0.00	57.83	
xxx313899	5/16/19	CALTRONICS BUSINESS SYSTEMS	2770857	Equipment Rental/Lease	145.28	0.00	145.28	**$145.28**
xxx313900	5/16/19	CENTRAL MEDICAL LABORATORY INC	17943	Medical Services	2,125.00	0.00	2,125.00	**$2,125.00**
xxx313901	5/16/19	CENTURY GRAPHICS	51367	Inventory Purchase	1,649.99	0.00	1,649.99	**$2,831.25**
			51378	General Supplies	101.57	0.00	101.57	
			51411	Clothing, Uniforms & Access	1,079.69	0.00	1,079.69	
xxx313902	5/16/19	CREATIVE SECURITY COMPANY INC	51915	Professional Services	1,991.00	0.00	1,991.00	**$1,991.00**
xxx313903	5/16/19	CYBERSOURCE CORP	235985915124	Software As a Service	75.00	0.00	75.00	**$75.00**
xxx313904	5/16/19	DEL GAVIO GROUP	8883	Facilities Maint & Repair	204.22	0.00	204.22	**$2,139.42**
			8887	General Supplies	1,935.20	0.00	1,935.20	
xxx313905	5/16/19	DELL MARKETING LP	10314486971	Computer Hardware	8,917.78	0.00	8,917.78	**$8,917.78**
xxx313906	5/16/19	DETAIL PLUS	3748	Automotive Maintenance & Repair Labor	75.00	0.00	75.00	**$75.00**
xxx313907	5/16/19	EBSCO INFORMATION SERVICES	1902404	Library Periodicals/Databases	33.00	0.00	33.00	**$33.00**
xxx313908	5/16/19	EDELMAN CORP	5365	Miscellaneous Services	4,965.00	0.00	4,965.00	**$4,965.00**
xxx313909	5/16/19	EDGES ELECTRICAL GROUP LLC	S4610761.001	Bldg Maint Matls & Supplies	968.44	0.00	968.44	**$968.44**
xxx313910	5/16/19	ELIZABETH J STRAIN	ES2019MA	Rec Instructors/Officials	1,534.50	0.00	1,534.50	**$1,534.50**
xxx313911	5/16/19	EMPIRE SAFETY & SUPPLY	0100273-IN	Inventory Purchase	77.08	0.00	77.08	**$77.08**
xxx313912	5/16/19	ENVIRONMENTAL RESOURCE ASSOC	901283	General Supplies	257.14	0.00	257.14	**$430.90**
			902399	General Supplies	173.76	0.00	173.76	
xxx313913	5/16/19	EUPHRAT MUSEUM OF ART	250	Rec Instructors/Officials	1,066.66	0.00	1,066.66	**$1,066.66**
xxx313914	5/16/19	FAST RESPONSE ON-SITE TESTING INC	151789	Medical Services	1,080.00	0.00	1,080.00	**$3,420.00**
			151789	Contracts/Service Agreements	2,160.00	0.00	2,160.00	
			151806	Medical Services	60.00	0.00	60.00	
			151806	Contracts/Service Agreements	120.00	0.00	120.00	

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xxx313915	5/16/19	FEDEX	6-448-52363	Services Maintain Land Improv	189.29	0.00	189.29	**$195.88**
			6-540-30361	Mailing & Delivery Services	6.59	0.00	6.59	
xxx313916	5/16/19	FEHR & PEERS	129373	Services Maintain Land Improv	14,955.99	0.00	14,955.99	**$14,955.99**
xxx313917	5/16/19	FOSTER BROS SECURITY SYSTEMS INC	309334	Miscellaneous Equipment Parts & Supplies	1,148.44	0.00	1,148.44	**$1,148.44**
xxx313918	5/16/19	GOLDFARB LIPMAN ATTORNEYS	130281	Legal Services	550.00	0.00	550.00	**$550.00**
xxx313919	5/16/19	GOODYEAR COMMERCIAL TIRE & SERVICE CTR	189-1101151	Inventory Purchase	743.06	0.00	743.06	**$2,628.69**
			189-1101188	Inventory Purchase	1,123.47	0.00	1,123.47	
			189-1101211	Inventory Purchase	762.16	0.00	762.16	
xxx313920	5/16/19	GREENSIDE SUPPLY & SERVICE	039363	Inventory Purchase	232.17	0.00	232.17	**$232.17**
xxx313921	5/16/19	GROVER LANDSCAPE SERVICES	0270888	Professional Services	1,585.00	0.00	1,585.00	**$16,005.00**
			0270889	Services Maintain Land Improv	12,825.00	0.00	12,825.00	
			0270890	Professional Services	1,595.00	0.00	1,595.00	
xxx313922	5/16/19	HI-TECH OPTICAL INC	798424	Benefits and Incentives - Prescription Safety Glasses	170.00	0.00	170.00	**$1,070.00**
			798425	Benefits and Incentives - Prescription Safety Glasses	170.00	0.00	170.00	
			798426	Benefits and Incentives - Prescription Safety Glasses	170.00	0.00	170.00	
			798429	Benefits and Incentives - Prescription Safety Glasses	120.00	0.00	120.00	
			798454	Benefits and Incentives - Prescription Safety Glasses	120.00	0.00	120.00	
			798458	Benefits and Incentives - Prescription Safety Glasses	120.00	0.00	120.00	
			799054	Benefits and Incentives - Prescription Safety Glasses	200.00	0.00	200.00	
xxx313923	5/16/19	HYBRID COMMERCIAL PRINTING INC	26830	Printing & Related Services	1,499.84	0.00	1,499.84	**$6,020.07**
			26831	Printing & Related Services	952.66	0.00	952.66	
			26832	Printing & Related Services	245.25	0.00	245.25	
			26833	Printing & Related Services	245.25	0.00	245.25	
			26842	Printing & Related Services	260.51	0.00	260.51	
			26843	Printing & Related Services	1,321.08	0.00	1,321.08	
			26850	Printing & Related Services	1,195.73	0.00	1,195.73	

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			26851	Printing & Related Services	299.75	0.00	299.75	
xxx313924	5/16/19	IBI GROUP A CALIFORNIA PARTNERSHIP	0010001760	Engineering Services	44,841.51	0.00	44,841.51	**$44,841.51**
xxx313925	5/16/19	IDEXX DISTRIBUTION INC	3046664518	General Supplies	2,998.97	0.00	2,998.97	**$2,998.97**
xxx313926	5/16/19	IMPERIAL SPRINKLER SUPPLY	3656783-001REV	Materials - Land Improve	-39.70	0.00	-39.70	**$1,491.49**
			3656783-01	Materials - Land Improve	39.70	0.00	39.70	
			3707179-00	Materials - Land Improve	1,393.69	0.00	1,393.69	
			3707439-00	Materials - Land Improve	97.80	0.00	97.80	
xxx313927	5/16/19	KNORR SYSTEMS INC	SI211351	Materials - Land Improve	4,388.74	0.00	4,388.74	**$4,388.74**
xxx313928	5/16/19	KRAMER WORKPLACE INVESTIGATIONS	040119-050119	Investigation Expense	15,789.50	0.00	15,789.50	**$15,789.50**
xxx313929	5/16/19	L N CURTIS & SONS INC	INV227277	Clothing, Uniforms & Access	381.50	0.00	381.50	**$3,620.78**
			INV246879	Clothing, Uniforms & Access	512.30	0.00	512.30	
			INV272016	Safety Equipment Maintenance & Repair	59.30	0.00	59.30	
			INV278000	General Supplies	1,830.11	0.00	1,830.11	
			INV279308	Hand Tools	837.57	0.00	837.57	
xxx313930	5/16/19	LED TRAIL	22666	Bldg Maint Matls & Supplies	328.59	0.00	328.59	**$328.59**
xxx313931	5/16/19	LANCESOFT, INC.	LR-2019-99041	Professional Services	4,400.00	0.00	4,400.00	**$4,400.00**
xxx313932	5/16/19	LANGUAGE SELECT LLC	83083	Miscellaneous Services	945.15	0.00	945.15	**$945.15**
xxx313933	5/16/19	LAW OFFICES OF GARY M BAUM	001152	Legal Services	114.00	0.00	114.00	**$114.00**
xxx313934	5/16/19	LEVEL 3 COMMUNICATIONS LLC	80458263	Telecommunication Services	4,731.67	0.00	4,731.67	**$4,731.67**
xxx313935	5/16/19	LEXISNEXIS RISK SOLUTIONS	1409790-190430	Financial Services	130.00	0.00	130.00	**$130.00**
xxx313936	5/16/19	MACIAS GINI AND OCONNELL LLP	263341	Financial Services	3,467.00	0.00	3,467.00	**$3,467.00**
xxx313937	5/16/19	MAHAN AND SONS INC	1689	Services Maintain Land Improv	1,030.00	0.00	1,030.00	**$1,030.00**
xxx313938	5/16/19	MUSICTIME INC	81358	Books & Publications	164.46	0.00	164.46	**$164.46**
xxx313939	5/16/19	NAPA AUTO PARTS	5983-464826	Parts, Vehicles & Motor Equip	36.40	0.00	36.40	**$672.59**
			5983-464920	Parts, Vehicles & Motor Equip	12.42	0.00	12.42	
			5983-465023	Parts, Vehicles & Motor Equip	19.10	0.00	19.10	
			5983-465209	Parts, Vehicles & Motor Equip	82.99	0.00	82.99	
			5983-465275	Parts, Vehicles & Motor Equip	39.41	0.00	39.41	
			5983-465276	Parts, Vehicles & Motor Equip	16.95	0.00	16.95	
			5983-465292	Parts, Vehicles & Motor Equip	6.41	0.00	6.41	
			5983-465319	Parts, Vehicles & Motor Equip	33.01	0.00	33.01	

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			5983-465327	Parts, Vehicles & Motor Equip	74.97	0.00	74.97	
			5983-465430	Parts, Vehicles & Motor Equip	73.57	0.00	73.57	
			5983-465450	Parts, Vehicles & Motor Equip	6.06	0.00	6.06	
			5983-465452	Parts, Vehicles & Motor Equip	51.49	0.00	51.49	
			5983-465479	Parts, Vehicles & Motor Equip	31.19	0.00	31.19	
			5983-465668	Parts, Vehicles & Motor Equip	110.42	0.00	110.42	
			5983-465738	Parts, Vehicles & Motor Equip	41.75	0.00	41.75	
			5983-465803	Parts, Vehicles & Motor Equip	36.45	0.00	36.45	
xxx313941	5/16/19	NATIONAL CONSTRUCTION RENTALS INC	5364922	Equipment Rental/Lease	235.40	0.00	235.40	**$366.30**
			5464923	Equipment Rental/Lease	130.90	0.00	130.90	
xxx313942	5/16/19	PACIFIC ECO-RISK	15443	Water Lab Services	3,035.00	0.00	3,035.00	**$3,035.00**
xxx313943	5/16/19	POLYDYNE INC	1347001	Chemicals	45,776.02	0.00	45,776.02	**$45,776.02**
xxx313944	5/16/19	QUESTICA INC	INV2038	Computer Software	647.50	0.00	647.50	**$647.50**
xxx313945	5/16/19	RAFT RESOURCE AREA FOR TEACHERS	2019-5-3835	Membership Fees	25.00	0.00	25.00	**$25.00**
xxx313946	5/16/19	RASH CURTIS & ASSOC	516000000148	Financial Services	19.00	0.00	19.00	**$1,578.31**
			516000000152	Financial Services	19.00	0.00	19.00	
			517500000132	Financial Services	3.98	0.00	3.98	
			517500000134	Financial Services	304.07	0.00	304.07	
			661900000134	Financial Services	38.00	0.00	38.00	
			661900000154	Financial Services	37.51	0.00	37.51	
			661900000164	Financial Services	456.00	0.00	456.00	
			661900000175	Financial Services	162.00	0.00	162.00	
			661900000189	Financial Services	313.50	0.00	313.50	
			662700000363	Financial Services	225.25	0.00	225.25	
xxx313947	5/16/19	READYREFRESH BY NESTLE	19D0023956113	Food Products	13.44	0.00	13.44	**$13.44**
xxx313948	5/16/19	SDI PRESENCE LLC	2350	Financial Services	437.50	0.00	437.50	**$437.50**
xxx313949	5/16/19	SAFEWAY INC	431624-050119	General Supplies	26.29	0.00	26.29	**$192.17**
			435773-050819	Special Events	17.98	0.00	17.98	
			435776-050819	Special Events	53.85	0.00	53.85	
			439530-042619	Food Products	40.05	0.00	40.05	
			721943-050819	Special Events	36.05	0.00	36.05	

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			72741-050119	General Supplies	0.00	0.00	0.00	
			727418-050119	General Supplies	17.95	0.00	17.95	
xxx313950	5/16/19	SAN FRANCISCO BAY BIRD OBSERVATORY	1324	General Supplies	1,729.80	0.00	1,729.80	**$1,729.80**
xxx313951	5/16/19	SHRED-IT USA	8127162196	Records Related Services	241.95	0.00	241.95	**$241.95**
xxx313952	5/16/19	SILVER & WRIGHT LLP	25652	General Supplies	545.90	0.00	545.90	**$545.90**
xxx313953	5/16/19	SMART & FINAL INC	055985-051319	Food Products	111.27	0.00	111.27	**$282.23**
			058038-042619	Food Products	124.34	0.00	124.34	
			059960-040819	General Supplies	46.62	0.00	46.62	
xxx313954	5/16/19	SOFTCHOICE CORP	5098324	Computer Software	1,839.80	0.00	1,839.80	**$1,839.80**
xxx313955	5/16/19	STRATFORD SCHOOL INC	051419 CK REQ	Budgeted Project Costs - Budgeted Project Cost	410,554.79	0.00	410,554.79	**$410,554.79**
xxx313956	5/16/19	SUNNYVALE COMMUNITY SERVICES	HPRR2018/19-2	Outside Group Funding	85,004.91	0.00	85,004.91	**$85,004.91**
xxx313957	5/16/19	SUNNYVALE DOWNTOWN ASSN	051419 CK REQ	Miscellaneous Services	5,230.28	0.00	5,230.28	**$5,230.28**
xxx313958	5/16/19	THE MEJORANDO GROUP	26-2019	Professional Services	30,898.71	0.00	30,898.71	**$30,898.71**
xxx313959	5/16/19	THOMAS PLUMBING INC	2018	Facilities Maint & Repair - Labor	498.00	0.00	498.00	**$514.00**
			2018	Facilities Maint & Repair - Materials	16.00	0.00	16.00	
xxx313960	5/16/19	TINT OF CLASS	195010	Facilities Maint & Repair - Labor	228.00	0.00	228.00	**$304.00**
			195010	Facilities Maint & Repair - Materials	76.00	0.00	76.00	
xxx313961	5/16/19	US HEALTHWORKS MEDICAL GROUP PC	3482774-CA	Pre-Employment Testing	1,737.00	0.00	1,737.00	**$1,834.00**
			3490683-CA	Pre-Employment Testing	97.00	0.00	97.00	
xxx313962	5/16/19	USA BLUEBOOK	876277	General Supplies	3,749.15	0.00	3,749.15	**$4,515.37**
			883122	General Supplies	766.22	0.00	766.22	
xxx313963	5/16/19	V & A CONSULTING ENGINEERS	18463	Professional Services	464.00	0.00	464.00	**$464.00**
xxx313964	5/16/19	VMI INC	300277	Misc Equip Maint & Repair - Labor	440.00	0.00	440.00	**$3,158.36**
			300277	Misc Equip Maint & Repair - Materials	2,718.36	0.00	2,718.36	
xxx313965	5/16/19	VWR INTERNATIONAL LLC	8086084155	General Supplies	202.96	0.00	202.96	**$1,650.83**
			8086088872	General Supplies	170.79	0.00	170.79	
			8086120564	General Supplies	365.13	0.00	365.13	
			8086129158	General Supplies	491.26	0.00	491.26	
			8086223484	General Supplies	231.65	0.00	231.65	
			8086229418	General Supplies	71.50	0.00	71.50	

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			8086229419	General Supplies	53.80	0.00	53.80	
			8086236998	General Supplies	63.74	0.00	63.74	
xxx313966	5/16/19	VERITIV OPERATING COMPANY	035-32359745	General Supplies	445.33	0.00	445.33	**$937.58**
			035-32366810	General Supplies	492.25	0.00	492.25	
xxx313967	5/16/19	WECO INDUSTRIES LLC	0042610-IN	Misc Equip Maint & Repair - Materials	507.94	0.00	507.94	**$2,940.43**
			0042959-IN	Misc Equip Maint & Repair - Labor	1,200.00	0.00	1,200.00	
			0042959-IN	Misc Equip Maint & Repair - Materials	1,232.49	0.00	1,232.49	
xxx313968	5/16/19	ZAYO GROUP LLC	2019050024865	Hardware Maintenance	31,052.33	0.00	31,052.33	**$31,052.33**
xxx002820	5/14/19	PUBLIC EMPLOYEES RETIREMENT SYSTEM	950002820	Retirement Benefits - Misc Tier 1 & 2 Employer Required Cont.	171,447.26	0.00	171,447.26	**$675,190.50**
			950002820	Retirement Benefits - Misc Tier 1&2 Employer Paid Member Cont.	68,670.24	0.00	68,670.24	
			950002820	Retirement Benefits - Misc PEPRA Employer Required Cont.	89,288.81	0.00	89,288.81	
			950002820	Retirement Benefits - Safety Tier 1&2 Employer Required Cont.	202,596.05	0.00	202,596.05	
			950002820	Retirement Benefits - Safety Tier 1&2 Emplyr Paid Member Cont	89,059.46	0.00	89,059.46	
			950002820	Retirement Benefits - Safety PEPRA Employer Required Cont.	54,128.68	0.00	54,128.68	
xxx100811	5/17/19	BAY COUNTIES WASTE SERVICES	MARCH2019	Curbside Revenues - Mountain View	-26,653.76	0.00	-26,653.76	**$1,085,050.37**
			MARCH2019	Host Fees - SMaRT Station - Public Haul Fees	-8,162.52	0.00	-8,162.52	
			MARCH2019	MRF Revenues - SMaRT - For Distribution	5,666.55	0.00	5,666.55	
			MARCH2019	SMaRT Public Haul Receipts - For Distribution	-106,799.18	0.00	-106,799.18	
			MARCH2019	Yardwaste - Mountain View	17,726.63	0.00	17,726.63	
			MARCH2019	Yardwaste - Palo Alto	1,201.09	0.00	1,201.09	
			MARCH2019	Yardwaste - Sunnyvale	14,310.19	0.00	14,310.19	
			MARCH2019	Consultants	853.30	0.00	853.30	
			MARCH2019	Misc Equip Maint & Repair - Labor	585.00	0.00	585.00	
			MARCH2019	Facilities Equipment	26,346.10	0.00	26,346.10	

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			MARCH2019	HazMat Disposal - Hazardous Waste Disposal	13,439.83	0.00	13,439.83	
			MARCH2019	SMaRT Contractor Payment	1,146,537.14	0.00	1,146,537.14	
xxx906537	5/13/19	KEENAN & ASSOCIATES		Workers' Compensation - Claims	134,387.32	0.00	134,387.32	**$134,387.32**
xxx906538	5/13/19	GEORGE HILLS CO INC		Liability Claims Paid	13,053.20	0.00	13,053.20	**$13,053.20**
xxx906539	5/13/19	KEENAN & ASSOCIATES		Workers' Compensation - Claims	30,500.00	0.00	30,500.00	**$30,500.00**
xxx906541	5/16/19	EMPLOYMENT DEVELOPMENT DEPT		Insurances - Unemployment	21,613.00	0.00	21,613.00	**$21,613.00**
		Grand Total Payment Amount						**$3,950,137.65**

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xxx313969	5/21/19	AT&T	000013046176	Utilities - Telephone	26,959.09	0.00	26,959.09	**$26,959.09**
xxx313970	5/21/19	AMERICAN FIDELITY ADMINISTRATIVE SVCS	38047	Software As a Service	657.80	0.00	657.80	**$657.80**
xxx313971	5/21/19	AMERICAN RED CROSS	22188776	Supplies, First Aid	265.00	0.00	265.00	**$265.00**
xxx313972	5/21/19	AMFASOFT CORP	ALMA-02	DED Services/Training	500.00	0.00	500.00	**$500.00**
xxx313973	5/21/19	APPLEONE EMPLOYMENT SERVICES	01-5223653	Salaries - Contract Personnel	12,009.13	0.00	12,009.13	**$12,019.69**
			01-5223653	Travel Expenses - Mileage	10.56	0.00	10.56	
xxx313974	5/21/19	BADGER METER INC	80030451	Contracts/Service Agreements	9,108.00	0.00	9,108.00	**$9,108.00**
xxx313975	5/21/19	BARTEL ASSOC LLC	18-1142	Financial Services	3,234.00	0.00	3,234.00	**$11,884.00**
			19-162	Financial Services	8,650.00	0.00	8,650.00	
xxx313976	5/21/19	BAY AREA NEWS GROUP DIGITAL FIRST MEDIA	0006308694	Advertising Services	221.00	0.00	221.00	**$221.00**
xxx313977	5/21/19	BOUND TREE MEDICAL LLC	83128329	Supplies, First Aid	626.04	0.00	626.04	**$3,518.36**
			83203737	Inventory Purchase	2,892.32	0.00	2,892.32	
xxx313978	5/21/19	C OVERAA & CO	PRMRYTRTMT 2#21	Construction Services	4,603,869.00	0.00	4,603,869.00	**$4,603,869.00**
xxx313979	5/21/19	CDM SMITH	90069240	Consultants	253,386.34	0.00	253,386.34	**$253,386.34**
xxx313980	5/21/19	CALTEST ANALYTICAL LABORATORY	598686	Water Lab Services	57.83	0.00	57.83	**$57.83**
xxx313981	5/21/19	CALTRONICS BUSINESS SYSTEMS	2770669	Equipment Rental/Lease	13,417.83	0.00	13,417.83	**$13,417.83**
xxx313983	5/21/19	CARBONIC SERVICE INC	213269	Equipment Rental/Lease	240.53	0.00	240.53	**$240.53**
xxx313984	5/21/19	CAROLLO ENGINEERS	0174326	Engineering Services	143,570.11	0.00	143,570.11	**$505,459.88**
			0175491	Engineering Services	136,490.92	0.00	136,490.92	
			0176448	Engineering Services	225,398.85	0.00	225,398.85	
xxx313985	5/21/19	CENTRAL LABOR COUNCIL PARTNERSHIP	22	Contracts/Service Agreements	54,487.85	0.00	54,487.85	**$54,487.85**
xxx313986	5/21/19	CHIA-CHUN LIU	3864-5817027	DED Services/Training - Books	31.08	0.00	31.08	**$31.08**
xxx313987	5/21/19	CIMEXTEK INC	7927	Professional Services	200.00	0.00	200.00	**$200.00**
xxx313988	5/21/19	CITY & COUNTY OF SAN FRANCISCO	P2E-02	Contracts/Service Agreements	2,780.93	0.00	2,780.93	**$2,780.93**
xxx313989	5/21/19	CITY OF SANTA CLARA MUNICIPAL UTILITIES	MAY2019	Utilities - Electric	556.62	0.00	556.62	**$556.62**
xxx313990	5/21/19	COUNTY OF SANTA CLARA						**$1,806.70**

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Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
			1800067880	Software As a Service	1,806.70	0.00	1,806.70	
xxx313991	5/21/19	CUNNINGHAM ELECTRIC INC	9392	Miscellaneous Services	3,300.00	0.00	3,300.00	**$3,300.00**
xxx313992	5/21/19	D & M TRAFFIC SERVICES INC	64550	Materials - Land Improve	752.10	0.00	752.10	**$752.10**
xxx313993	5/21/19	DENA DONAHUE	19-171	DED Services/Training - Books	150.00	0.00	150.00	**$150.00**
xxx313994	5/21/19	DEPARTMENT OF JUSTICE	370605	Contracts/Service Agreements	1,527.00	0.00	1,527.00	**$1,527.00**
xxx313995	5/21/19	DEVCARE SOLUTIONS	SU-6	Professional Services	5,152.64	0.00	5,152.64	**$5,152.64**
xxx313996	5/21/19	EDELMAN CORP	5356	Miscellaneous Services	210.00	0.00	210.00	**$210.00**
xxx313997	5/21/19	ENNIS PAINT INC	370207	Materials - Land Improve	3,749.60	0.00	3,749.60	**$3,749.60**
xxx313998	5/21/19	FITGUARD INC	0000157442	Professional Services	135.00	0.00	135.00	**$135.00**
xxx313999	5/21/19	FLUID COMPONENTS INTERNATIONAL LLC	1125060	Water/Wastewater Treat Equip	5,853.30	0.00	5,853.30	**$5,853.30**
xxx314000	5/21/19	FOSTER BROS SECURITY SYSTEMS INC	309975	Bldg Maint Matls & Supplies	37.11	0.00	37.11	**$165.69**
			310099	Bldg Maint Matls & Supplies	128.58	0.00	128.58	
xxx314001	5/21/19	GALE/CENGAGE LEARNING	67027358	Library Acquisitions, Books	179.19	0.00	179.19	**$179.19**
xxx314002	5/21/19	GWENDOLYN HACKER	19-172	DED Services/Training - Books	520.00	0.00	520.00	**$520.00**
xxx314003	5/21/19	HDR ENGINEERING INC	1200191553	Engineering Services	14,042.73	0.00	14,042.73	**$14,042.73**
xxx314004	5/21/19	HYDROSCIENCE ENGINEERS INC	262001098	Engineering Services	8,970.00	0.00	8,970.00	**$8,970.00**
xxx314005	5/21/19	ICMA MEMBERSHIP RENEWALS	TM-943205-2020	Prepaid Goods, Services or Obligations	200.00	0.00	200.00	**$200.00**
xxx314006	5/21/19	ICONIX WATERWORKS	17913007765	Materials - Land Improve	1,079.93	0.00	1,079.93	**$1,238.25**
			17913010681	Inventory Purchase	159.79	1.47	158.32	
xxx314007	5/21/19	IMAGEX	218492	Postage	10,400.32	0.00	10,400.32	**$10,400.32**
xxx314008	5/21/19	KMVT COMMUNITY TELEVISION	7408A	Engineering Services	5,378.75	0.00	5,378.75	**$5,378.75**
xxx314009	5/21/19	KELLER SUPPLY COMPANY	S012934940.001	Facilities Maint & Repair	329.11	0.00	329.11	**$1,412.49**
			S013000759.002	Chemicals	287.82	0.00	287.82	
			S013001058.001	Facilities Maint & Repair	510.84	0.00	510.84	
			S013001144.001	Facilities Maint & Repair	284.72	0.00	284.72	
xxx314010	5/21/19	KELLY MOORE PAINT CO INC	820-380245	Miscellaneous Equipment Parts & Supplies	34.45	0.00	34.45	**$34.45**
xxx314011	5/21/19	KING CRANE SERVICE	163823	Equipment Maintenance & Repair Labor	1,915.30	0.00	1,915.30	**$1,915.30**
xxx314012	5/21/19	L N CURTIS & SONS INC	INV280138	General Supplies	2,310.58	0.00	2,310.58	**$3,375.98**
			INV280734	Inventory Purchase	1,065.40	0.00	1,065.40	
xxx314013	5/21/19	LC ACTION POLICE SUPPLY	396358	General Supplies	54.50	0.00	54.50	**$54.50**
xxx314014	5/21/19	LAWSON PRODUCTS INC						**$125.58**

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			9306707271	Miscellaneous Equipment Parts & Supplies	125.58	0.00	125.58	
xxx314015	5/21/19	MALLORY SAFETY & SUPPLY LLC	4637504	Inventory Purchase	1,206.85	0.00	1,206.85	**$1,303.64**
			4639802	Inventory Purchase	96.79	0.00	96.79	
xxx314016	5/21/19	MAXWELL PRODUCTS INC	14605	Materials - Land Improve	8,058.87	0.00	8,058.87	**$8,058.87**
xxx314017	5/21/19	MCMASTER CARR SUPPLY CO	94133294	Miscellaneous Equipment Parts & Supplies	154.29	0.00	154.29	**$456.50**
			94252018	Fuel, Oil & Lubricants	143.22	0.00	143.22	
			94433144	Supplies, Safety	158.99	0.00	158.99	
xxx314018	5/21/19	MICHAEL WENDELL	19-174	DED Services/Training - Support Services	136.20	0.00	136.20	**$136.20**
xxx314019	5/21/19	MIDWEST TAPE	97345301	Library Acquis, Audio/Visual	1,308.94	0.00	1,308.94	**$1,521.39**
			97345667	Library Acquis, Audio/Visual	171.60	0.00	171.60	
			97362942	Library Acquis, Audio/Visual	40.85	0.00	40.85	
xxx314020	5/21/19	MOFFATT & NICHOL	741609	Consultants	375.00	0.00	375.00	**$375.00**
xxx314021	5/21/19	MOUNTAIN VIEW GARDEN CENTER	98381	Materials - Land Improve	42.46	0.00	42.46	**$318.50**
			98664	Materials - Land Improve	276.04	0.00	276.04	
xxx314022	5/21/19	NIELSEN MERKSAMER PARRINELLO GROSS &	188881	Legal Services	6,057.25	0.00	6,057.25	**$6,057.25**
xxx314023	5/21/19	NORTHERN UNDERGROUND CONSTRUCTION INC.	CWH2OLINE17#08	Construction Services	342,273.72	0.00	342,273.72	**$342,273.72**
xxx314024	5/21/19	NUTRIEN AG SOLUTIONS, INC	38834831	Materials - Land Improve	2,180.00	0.00	2,180.00	**$2,180.00**
xxx314025	5/21/19	OMEGA ENGRAVING	2497	Miscellaneous Services	16.50	0.00	16.50	**$16.50**
xxx314026	5/21/19	ORIGINAL WATERMEN INC	S61794	Clothing, Uniforms & Access	1,207.85	0.00	1,207.85	**$1,447.85**
			S61794	General Supplies	240.00	0.00	240.00	
xxx314027	5/21/19	P&A ADMINISTRATIVE SERVICES INC	467720	Miscellaneous Payment	607.50	0.00	607.50	**$1,415.00**
			474824	Miscellaneous Payment	807.50	0.00	807.50	
xxx314028	5/21/19	PENINSULA BATTERY INC	128982	Inventory Purchase	299.01	0.00	299.01	**$299.01**
xxx314029	5/21/19	PINE CONE LUMBER CO INC	1766	Materials - Land Improve	45.46	0.00	45.46	**$45.46**
xxx314030	5/21/19	R & R PRODUCTS INC	CD2338523	General Supplies	94.10	0.00	94.10	**$94.10**
xxx314031	5/21/19	R.E.P NUT N BOLT GUY	30579	Inventory Purchase	142.31	0.00	142.31	**$142.31**
xxx314032	5/21/19	RACY MING ASSOC LLC	APRIL2019	Contracts/Service Agreements	3,300.00	0.00	3,300.00	**$3,300.00**
xxx314033	5/21/19	RAYVERN LIGHTING SUPPLY CO INC	61228-0	Inventory Purchase	525.82	0.00	525.82	**$525.82**
xxx314034	5/21/19	REED & GRAHAM INC	945089	Materials - Land Improve	1,104.77	0.00	1,104.77	**$10,401.98**
			945323	Materials - Land Improve	1,264.25	0.00	1,264.25	

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			945485	Materials - Land Improve	8,032.96	0.00	8,032.96	
xxx314035	5/21/19	REJY MATHEN	19-175	DED Services/Training - Books	75.87	0.00	75.87	**$75.87**
xxx314036	5/21/19	SAFEWAY INC	433094-050319	General Supplies	15.32	0.00	15.32	**$153.97**
			726497-051519	Food Products	50.90	0.00	50.90	
			808478-042419	General Supplies	11.98	0.00	11.98	
			809023-050319	General Supplies	75.77	0.00	75.77	
xxx314037	5/21/19	SANTA CLARA VALLEY WATER DISTRICT	GM101483	Taxes & Licenses - Misc	11,523.66	0.00	11,523.66	**$11,523.66**
xxx314038	5/21/19	SIERRA PACIFIC TURF SUPPLY INC	0550713-IN	General Supplies	124.27	0.00	124.27	**$124.27**
xxx314039	5/21/19	SITEONE LANDSCAPE SUPPLY LLC	91072913-001	Inventory Purchase	2,952.74	0.00	2,952.74	**$2,952.74**
xxx314040	5/21/19	SMART & FINAL INC	053470-050819	Special Events	300.60	0.00	300.60	**$300.60**
xxx314041	5/21/19	STARTING ARTS INC	1925	Professional Services	3,575.00	0.00	3,575.00	**$3,575.00**
xxx314042	5/21/19	STEWART TRAINING SERVICES	89582	Training and Conferences	900.00	0.00	900.00	**$900.00**
xxx314043	5/21/19	STUDIO EM GRAPHIC DESIGN	17511	Advertising Services	763.00	0.00	763.00	**$763.00**
xxx314044	5/21/19	SUBURBAN PROPANE	2425474	Fuel, Oil & Lubricants	20.55	0.00	20.55	**$77.64**
			2425690	Fuel, Oil & Lubricants	28.32	0.00	28.32	
			2524625	Fuel, Oil & Lubricants	28.77	0.00	28.77	
xxx314046	5/21/19	SUSTAINABLE TURF SCIENCE INC	4122	Materials - Land Improve	2,406.18	0.00	2,406.18	**$2,406.18**
xxx314047	5/21/19	SUZANNE LUFT	145	Rec Instructors/Officials	336.00	0.00	336.00	**$816.00**
			146	Rec Instructors/Officials	480.00	0.00	480.00	
xxx314048	5/21/19	THOMAS PLUMBING INC	2459	Facilities Maint & Repair - Labor	3,841.47	0.00	3,841.47	**$4,122.57**
			2468	Facilities Maint & Repair - Labor	228.00	0.00	228.00	
			2468	Facilities Maint & Repair - Materials	53.10	0.00	53.10	
xxx314049	5/21/19	TINT OF CLASS	195011	Facilities Maint & Repair - Labor	225.00	0.00	225.00	**$270.00**
			195011	Facilities Maint & Repair - Materials	45.00	0.00	45.00	
xxx314050	5/21/19	TRISTAR RISK MANAGEMENT	107153	Workers' Compensation - Claims	2,065.03	0.00	2,065.03	**$2,065.03**
xxx314051	5/21/19	UNITED RENTALS	165469049-004	Equipment Rental/Lease	1,670.63	0.00	1,670.63	**$1,670.63**
xxx314052	5/21/19	UNITED STATES POSTAL SERVICE	2661001-052019	Postage	100.00	0.00	100.00	**$100.00**
xxx314053	5/21/19	UNIVAR USA INC	SJ939611	Chemicals	3,186.92	0.00	3,186.92	**$13,821.79**
			SJ940246	Chemicals	7,534.31	0.00	7,534.31	
			SJ940730	Chemicals	3,100.56	0.00	3,100.56	
xxx314054	5/21/19	VERN WASKOM COMPANY	38396	Inventory Purchase	12.18	0.00	12.18	**$418.56**

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			39210	Inventory Purchase	224.42	0.00	224.42	
			39215	Inventory Purchase	181.96	0.00	181.96	
xxx314055	5/21/19	WHCI PLUMBING SUPPLY	S2419190.001	Bldg Maint Matls & Supplies	199.04	0.00	199.04	**$199.04**
xxx314056	5/21/19	WEST COAST INDUSTRIAL COATINGS INC	MRYCRSTANK 2#07	Construction Services	75,287.50	0.00	75,287.50	**$75,287.50**
xxx314057	5/21/19	WINSUPPLY OF SILICON VALLEY	001705 00	Miscellaneous Equipment Parts & Supplies	216.20	0.00	216.20	**$1,076.90**
			002067 00	Electrical Parts & Supplies	23.74	0.00	23.74	
			003273 00	Miscellaneous Equipment Parts & Supplies	89.93	0.00	89.93	
			003342 00	Materials - Land Improve	650.26	0.00	650.26	
			003435 00	Miscellaneous Equipment Parts & Supplies	96.77	0.00	96.77	
xxx314058	5/21/19	YAMAHA GOLF CARS OF CALIFORNIA INC	L33869	Misc Equip Maint & Repair - Labor	80.00	0.00	80.00	**$778.47**
			L33869	Misc Equip Maint & Repair - Materials	363.79	0.00	363.79	
			L33871	Misc Equip Maint & Repair - Labor	80.00	0.00	80.00	
			L33871	Misc Equip Maint & Repair - Materials	254.68	0.00	254.68	
xxx314059	5/21/19	ZEP SALES & SERVICE	9004222017	Materials - Land Improve	5,892.73	0.00	5,892.73	**$5,892.73**
xxx314060	5/21/19	BAY AREA AIR QUALITY MANAGEMENT DISTRICT	4FQ31	Prepaid Goods, Services or Obligations	27,786.00	0.00	27,786.00	**$27,786.00**
xxx314061	5/21/19	GOOGLE LLC	3574496673	Software As a Service	750.00	0.00	750.00	**$750.00**
xxx314062	5/21/19	GRAINGER	9132860884	Bldg Maint Matls & Supplies	216.22	0.00	216.22	**$25,418.07**
			9133084609	Miscellaneous Equipment Parts & Supplies	1,744.38	0.00	1,744.38	
			9133238718	Miscellaneous Equipment Parts & Supplies	783.76	0.00	783.76	
			9133847120	Miscellaneous Equipment Parts & Supplies	533.67	0.00	533.67	
			9133847138	Hand Tools	296.50	0.00	296.50	
			9134278457	Parts, Vehicles & Motor Equip	91.72	0.00	91.72	
			9134446989	Miscellaneous Equipment Parts & Supplies	45.69	0.00	45.69	
			9134501544	Miscellaneous Equipment Parts & Supplies	261.70	0.00	261.70	
			9134833533	Hand Tools	173.41	0.00	173.41	
			9135344894	Hand Tools	16.78	0.00	16.78	
			9135449750	Supplies, Safety	78.09	0.00	78.09	
			9135449768	Miscellaneous Equipment Parts & Supplies	161.95	0.00	161.95	
			9135683952	Hand Tools	183.06	0.00	183.06	
			9136061786	Hand Tools	45.69	0.00	45.69	

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			9136746618	Clothing, Uniforms & Access	126.82	0.00	126.82	
			9138670568	Bldg Maint Matls & Supplies	1,620.83	0.00	1,620.83	
			9139869532	Parts, Vehicles & Motor Equip	8.25	0.00	8.25	
			9140637720	Parts, Vehicles & Motor Equip	6.97	0.00	6.97	
			9141117177	General Supplies	382.10	0.00	382.10	
			9141117185	General Supplies	1,457.85	0.00	1,457.85	
			9141298365	Bldg Maint Matls & Supplies	13.61	0.00	13.61	
			9141413204	General Supplies	23.80	0.00	23.80	
			9141931486	Parts, Vehicles & Motor Equip	19.83	0.00	19.83	
			9142229401	Bldg Maint Matls & Supplies	570.02	0.00	570.02	
			9142275487	Parts, Vehicles & Motor Equip	5.20	0.00	5.20	
			9142275495	Parts, Vehicles & Motor Equip	24.20	0.00	24.20	
			9142275503	Parts, Vehicles & Motor Equip	58.30	0.00	58.30	
			9142627232	Parts, Vehicles & Motor Equip	25.09	0.00	25.09	
			9144005247	Hand Tools	183.43	0.00	183.43	
			9144007482	Hand Tools	352.46	0.00	352.46	
			9144170116	Hand Tools	954.17	0.00	954.17	
			9145093051	Electrical Parts & Supplies	5.27	0.00	5.27	
			9145440765	Electrical Parts & Supplies	502.68	0.00	502.68	
			9145954302	Miscellaneous Equipment Parts & Supplies	48.83	0.00	48.83	
			9145954310	Supplies, Safety	95.11	0.00	95.11	
			9146479218	Construction Services	2,268.95	0.00	2,268.95	
			9147409479	Parts, Vehicles & Motor Equip	121.92	0.00	121.92	
			9147597471	Miscellaneous Equipment Parts & Supplies	1,167.61	0.00	1,167.61	
			9148011308	Miscellaneous Equipment Parts & Supplies	505.57	0.00	505.57	
			9148101026	General Supplies	328.77	0.00	328.77	
			9148208854	Miscellaneous Equipment Parts & Supplies	95.35	0.00	95.35	
			9149317977	Bldg Maint Matls & Supplies	26.69	0.00	26.69	
			9149324452	Miscellaneous Equipment	2,757.57	0.00	2,757.57	
			9149398407	Miscellaneous Equipment	192.51	0.00	192.51	
			9149741911	Miscellaneous Equipment Parts & Supplies	1.41	0.00	1.41	

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			9150096627	Miscellaneous Equipment Parts & Supplies	759.66	0.00	759.66	
			9150299577	Miscellaneous Equipment	50.00	0.00	50.00	
			9150337583	Hand Tools	140.07	0.00	140.07	
			9150419324	Miscellaneous Equipment Parts & Supplies	247.69	0.00	247.69	
			9151730588	Miscellaneous Equipment Parts & Supplies	42.02	0.00	42.02	
			9151787968	Miscellaneous Equipment Parts & Supplies	30.59	0.00	30.59	
			9152976560	Miscellaneous Equipment Parts & Supplies	382.72	0.00	382.72	
			9153575205	Miscellaneous Equipment Parts & Supplies	74.02	0.00	74.02	
			9155049431	Bldg Maint Matls & Supplies	115.89	0.00	115.89	
			9155829519	Bldg Maint Matls & Supplies	60.00	0.00	60.00	
			9156413321	Parts, Vehicles & Motor Equip	308.55	0.00	308.55	
			9156699846	Miscellaneous Equipment Parts & Supplies	292.99	0.00	292.99	
			9156928294	Parts, Vehicles & Motor Equip	1,583.92	0.00	1,583.92	
			9157245060	Bldg Maint Matls & Supplies	1,323.33	0.00	1,323.33	
			9160409604	Bldg Maint Matls & Supplies	226.15	0.00	226.15	
			9160425899	General Supplies	94.95	0.00	94.95	
			9160425907	Supplies, Safety	124.97	0.00	124.97	
			9160438041	Supplies, Safety	48.74	0.00	48.74	
			9160463940	Bldg Maint Matls & Supplies	544.67	0.00	544.67	
			9160466612	Chemicals	16.46	0.00	16.46	
			9160522687	Parts, Vehicles & Motor Equip	135.45	0.00	135.45	
			9161860508	Miscellaneous Equipment Parts & Supplies	119.90	0.00	119.90	
			9162052113	Bldg Maint Matls & Supplies	111.54	0.00	111.54	
xxx314068	5/21/19	SUMMIT UNIFORMS	57511	Clothing, Uniforms & Access	387.84	0.00	387.84	**$18,524.86**
			57913	Clothing, Uniforms & Access	64.46	0.00	64.46	
			58209	Clothing, Uniforms & Access	782.23	0.00	782.23	
			58210	Clothing, Uniforms & Access	707.94	0.00	707.94	
			58211	Clothing, Uniforms & Access	85.22	0.00	85.22	
			58303	Clothing, Uniforms & Access	260.02	0.00	260.02	
			58335	Clothing, Uniforms & Access	476.33	0.00	476.33	
			58400	Clothing, Uniforms & Access	195.56	0.00	195.56	

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			58401	Clothing, Uniforms & Access	195.56	0.00	195.56	
			58402	Clothing, Uniforms & Access	195.56	0.00	195.56	
			58403	Clothing, Uniforms & Access	195.56	0.00	195.56	
			58404	Clothing, Uniforms & Access	195.56	0.00	195.56	
			58405	Clothing, Uniforms & Access	195.56	0.00	195.56	
			58406	Clothing, Uniforms & Access	195.56	0.00	195.56	
			58407	Clothing, Uniforms & Access	390.02	0.00	390.02	
			58408	Clothing, Uniforms & Access	151.86	0.00	151.86	
			58409	Clothing, Uniforms & Access	21.85	0.00	21.85	
			58410	Clothing, Uniforms & Access	891.48	0.00	891.48	
			58411	Clothing, Uniforms & Access	17.48	0.00	17.48	
			58412	Clothing, Uniforms & Access	454.48	0.00	454.48	
			58413	Clothing, Uniforms & Access	424.98	0.00	424.98	
			58414	Clothing, Uniforms & Access	300.44	0.00	300.44	
			58415	Clothing, Uniforms & Access	128.92	0.00	128.92	
			58416	Clothing, Uniforms & Access	182.45	0.00	182.45	
			58417	Clothing, Uniforms & Access	20.93	0.00	20.93	
			58418	Clothing, Uniforms & Access	73.20	0.00	73.20	
			58419	Clothing, Uniforms & Access	113.62	0.00	113.62	
			58420	Clothing, Uniforms & Access	400.95	0.00	400.95	
			58421	Clothing, Uniforms & Access	455.57	0.00	455.57	
			58422	Clothing, Uniforms & Access	26.22	0.00	26.22	
			58423	Clothing, Uniforms & Access	130.01	0.00	130.01	
			58424	Clothing, Uniforms & Access	502.55	0.00	502.55	
			58434	Clothing, Uniforms & Access	679.54	0.00	679.54	
			58456	Clothing, Uniforms & Access	770.21	0.00	770.21	
			58477	Clothing, Uniforms & Access	91.77	0.00	91.77	
			58558	Clothing, Uniforms & Access	80.00	0.00	80.00	
			58559	Clothing, Uniforms & Access	73.20	0.00	73.20	
			58560	Clothing, Uniforms & Access	692.65	0.00	692.65	
			58561	Clothing, Uniforms & Access	387.84	0.00	387.84	

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			58562	Clothing, Uniforms & Access	193.37	0.00	193.37	
			58563	Clothing, Uniforms & Access	193.37	0.00	193.37	
			58564	Clothing, Uniforms & Access	193.37	0.00	193.37	
			58565	Clothing, Uniforms & Access	387.84	0.00	387.84	
			58566	Clothing, Uniforms & Access	559.36	0.00	559.36	
			58567	Clothing, Uniforms & Access	387.84	0.00	387.84	
			58568	Clothing, Uniforms & Access	491.63	0.00	491.63	
			58569	Clothing, Uniforms & Access	64.46	0.00	64.46	
			58570	Clothing, Uniforms & Access	387.84	0.00	387.84	
			58571	Clothing, Uniforms & Access	387.84	0.00	387.84	
			58572	Clothing, Uniforms & Access	387.84	0.00	387.84	
			58573	Clothing, Uniforms & Access	387.84	0.00	387.84	
			58574	Clothing, Uniforms & Access	6.56	0.00	6.56	
			58575	Clothing, Uniforms & Access	15.00	0.00	15.00	
			58576	Clothing, Uniforms & Access	30.00	0.00	30.00	
			58578	Clothing, Uniforms & Access	26.22	0.00	26.22	
			58579	Clothing, Uniforms & Access	26.22	0.00	26.22	
			58580	Clothing, Uniforms & Access	13.11	0.00	13.11	
			58597	Clothing, Uniforms & Access	-64.46	0.00	-64.46	
			58612	Clothing, Uniforms & Access	326.66	0.00	326.66	
			58670	Clothing, Uniforms & Access	49.16	0.00	49.16	
			58728	Clothing, Uniforms & Access	26.22	0.00	26.22	
			58729	Clothing, Uniforms & Access	26.22	0.00	26.22	
			58730	Clothing, Uniforms & Access	26.22	0.00	26.22	
			58734	Clothing, Uniforms & Access	26.22	0.00	26.22	
			58735	Clothing, Uniforms & Access	26.22	0.00	26.22	
			58736	Clothing, Uniforms & Access	13.11	0.00	13.11	
			58737	Clothing, Uniforms & Access	84.12	0.00	84.12	
			58738	Clothing, Uniforms & Access	138.75	0.00	138.75	
			58739	Clothing, Uniforms & Access	108.16	0.00	108.16	
			58741	Clothing, Uniforms & Access	238.17	0.00	238.17	

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			58744	Clothing, Uniforms & Access	712.31	0.00	712.31	
			58748	Clothing, Uniforms & Access	447.93	0.00	447.93	
			58770	Clothing, Uniforms & Access	351.79	0.00	351.79	
			58806	Clothing, Uniforms & Access	15.00	0.00	15.00	
			58822	Clothing, Uniforms & Access	238.17	0.00	238.17	
xxx314074	5/21/19	BERKEL & COMPANY CONRACTORS	188305-11346	Refund Utility Account Credit	4,491.00	0.00	4,491.00	**$4,491.00**
xxx314075	5/21/19	GALEB PAVING INC.	67027-288	Refund Utility Account Credit	3,095.36	0.00	3,095.36	**$3,095.36**
xxx314076	5/21/19	HU REN ACUPUNCTURE	076136	Business License Tax	66.52	0.00	66.52	**$66.52**
xxx314077	5/21/19	JOSEPH J. ALBANESE, INC.	187367-31612	Refund Utility Account Credit	2,539.05	0.00	2,539.05	**$2,539.05**
xxx314078	5/21/19	NOR CAL XPERIENCE	428019	Refund Recreation Fees	150.00	0.00	150.00	**$150.00**
xxx314080	5/23/19	ARI PHOENIX	0067421-IN	Misc Equip Maint & Repair - Labor	345.00	0.00	345.00	**$506.81**
			0067421-IN	Misc Equip Maint & Repair - Materials	11.81	0.00	11.81	
			0067421-IN	Travel Related Services	150.00	0.00	150.00	
xxx314081	5/23/19	ADIDAS AMERICA INC.	6177468803	Inventory Purchase	618.29	0.00	618.29	**$618.29**
xxx314082	5/23/19	ADVANCED FUEL SERVICES INC	906952	Misc Equip Maint & Repair - Labor	950.00	0.00	950.00	**$14,191.05**
			906952	Misc Equip Maint & Repair - Materials	13,241.05	0.00	13,241.05	
xxx314083	5/23/19	ALAMEDA COUNTY INFORMATION TECH DEPT	112-1904058	Software As a Service	2,315.30	0.00	2,315.30	**$2,315.30**
xxx314084	5/23/19	AMERICAN PUBLIC WORKS ASSN	7/1/19-6/30/20	Membership Fees	1,010.00	0.00	1,010.00	**$1,010.00**
xxx314085	5/23/19	AMERICAN RED CROSS	22186116	Supplies, First Aid	210.00	0.00	210.00	**$270.00**
			22186116	Training and Conferences	60.00	0.00	60.00	
xxx314086	5/23/19	ARGO CHEMICAL INC	1905040	Chemicals	3,704.06	0.00	3,704.06	**$3,704.06**
xxx314087	5/23/19	BACKFLOW PREVENTION SPECIALISTS INC	8139	Water Backflow Valves	60.65	0.00	60.65	**$60.65**
xxx314088	5/23/19	BAG BOY CO	1223848	Inventory Purchase	1,154.00	55.25	1,098.75	**$1,602.75**
			1223849	Inventory Purchase	504.00	0.00	504.00	
xxx314089	5/23/19	BAY COUNTIES WASTE SERVICES	028122	Recycling Services	56,961.64	0.00	56,961.64	**$56,961.64**
xxx314090	5/23/19	BAY-VALLEY PEST CONTROL INC	0257082	Facilities Maintenance & Repair Labor	42.00	0.00	42.00	**$42.00**
xxx314091	5/23/19	BELKORP AG LLC	531276	Parts, Vehicles & Motor Equip	48.05	0.00	48.05	**$180.96**
			540862	Parts, Vehicles & Motor Equip	36.00	0.00	36.00	
			540865	Parts, Vehicles & Motor Equip	116.62	0.00	116.62	
			544998	Parts, Vehicles & Motor Equip	-32.23	0.00	-32.23	

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			546528	Parts, Vehicles & Motor Equip	12.52	0.00	12.52	
xxx314092	5/23/19	BENCHMARK ANALYTICS	124	Software Licensing & Support	21,500.00	0.00	21,500.00	**$21,500.00**
xxx314093	5/23/19	BOUND TREE MEDICAL LLC	83206492	Inventory Purchase	5,336.64	0.00	5,336.64	**$5,832.04**
			83213735	Inventory Purchase	495.40	0.00	495.40	
xxx314094	5/23/19	BUCKLES-SMITH ELECTRIC CO	3146067-00	Electrical Parts & Supplies	925.10	0.00	925.10	**$925.10**
xxx314095	5/23/19	CALIFORNIA SPORTS CENTER	3/28/19-AESTRA	Refund Recreation Fees	130.00	0.00	130.00	**$260.00**
			3/28/19-JESTRA	Refund Recreation Fees	130.00	0.00	130.00	
xxx314096	5/23/19	CALLAWAY GOLF CO	930046806	Inventory Purchase	208.74	0.00	208.74	**$208.74**
xxx314097	5/23/19	CALTRONICS BUSINESS SYSTEMS	2765092	Misc Equip Maint & Repair - Labor	183.85	0.00	183.85	**$183.85**
xxx314098	5/23/19	CENTURY GRAPHICS	51526	Inventory Purchase	1,236.06	0.00	1,236.06	**$1,288.31**
			51537	Inventory Purchase	52.25	0.00	52.25	
xxx314099	5/23/19	CLEAN HARBORS ENVIRONMENTAL SERVICES INC	1002651770	HazMat Disposal - Hazardous Waste Disposal	9,604.65	0.00	9,604.65	**$20,120.08**
			1002706691	HazMat Disposal - Hazardous Waste Disposal	3,578.29	0.00	3,578.29	
			1002716923	HazMat Disposal - Hazardous Waste Disposal	2,335.62	0.00	2,335.62	
			1002814239	HazMat Disposal - Hazardous Waste Disposal	4,601.52	0.00	4,601.52	
xxx314102	5/23/19	CONSOLIDATED PARTS INC	5054605	Electrical Parts & Supplies	1,147.77	0.00	1,147.77	**$1,147.77**
xxx314103	5/23/19	DELL MARKETING LP	10315392200	Computer Hardware	198.64	0.00	198.64	**$35,200.70**
			10315580120	Electrical Parts & Supplies	193.56	0.00	193.56	
			10316043943	Computer Hardware	4,486.24	0.00	4,486.24	
			10316352346	Computer Software	175.90	0.00	175.90	
			10316622834	Computer Hardware	1,342.51	0.00	1,342.51	
			10316622842	Computer Hardware	14,066.30	0.00	14,066.30	
			10316622850	Computer Hardware	7,033.15	0.00	7,033.15	
			10316622869	Computer Hardware	671.25	0.00	671.25	
			10316622877	Computer Hardware	7,033.15	0.00	7,033.15	
xxx314105	5/23/19	EUPHRAT MUSEUM OF ART	251	Rec Instructors/Officials	3,750.00	0.00	3,750.00	**$3,750.00**
xxx314106	5/23/19	FEDEX	6-548-47644	General Supplies	5.83	0.00	5.83	**$5.83**
xxx314107	5/23/19	FERGUSON ENTERPRISES INC 3325	0134754	Miscellaneous Equipment Parts & Supplies	511.85	0.00	511.85	**$511.85**

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xxx314108	5/23/19	FERGUSON WATERWORKS 1423	1457825	Inventory Purchase	1,650.26	15.14	1,635.12	**$1,635.12**
xxx314109	5/23/19	FLEETPRIDE INC	25292437	Parts, Vehicles & Motor Equip	47.95	0.00	47.95	**$405.35**
			26363273	Parts, Vehicles & Motor Equip	357.40	0.00	357.40	
xxx314110	5/23/19	GARDENLAND POWER EQUIPMENT	669553	General Supplies	85.04	0.00	85.04	**$85.04**
xxx314111	5/23/19	GEOGRAPHIC TECHNOLOGIES GROUP	G20-13684	Professional Services	1,260.00	0.00	1,260.00	**$1,260.00**
xxx314112	5/23/19	GEORGE HILLS CO INC	INV1015465	Liability Claims Adjustor	7,916.67	0.00	7,916.67	**$7,916.67**
xxx314113	5/23/19	GLENMOUNT GLOBAL SOLUTIONS INC	AIS82549EV001	Electrical Parts & Supplies	6,239.13	0.00	6,239.13	**$6,239.13**
xxx314114	5/23/19	GOLDEN GATE TRUCK CENTER	F005902983:01	Parts, Vehicles & Motor Equip	-609.36	0.00	-609.36	**$45.13**
			F005903663:01	Parts, Vehicles & Motor Equip	-16.23	0.00	-16.23	
			F005908268:01	Parts, Vehicles & Motor Equip	-43.60	0.00	-43.60	
			F005910086:01	Parts, Vehicles & Motor Equip	211.56	0.00	211.56	
			F005910086:1	Parts, Vehicles & Motor Equip	0.00	0.00	0.00	
			F005910955:01	Parts, Vehicles & Motor Equip	34.55	0.00	34.55	
			F005913503:01	Parts, Vehicles & Motor Equip	254.40	0.00	254.40	
			F005915636:01	Parts, Vehicles & Motor Equip	29.30	0.00	29.30	
			F005917294:01	Parts, Vehicles & Motor Equip	170.54	0.00	170.54	
			F005919208:01	Parts, Vehicles & Motor Equip	13.97	0.00	13.97	
xxx314115	5/23/19	GOODYEAR COMMERCIAL TIRE & SERVICE CTR	189-1101313	Inventory Purchase	1,829.18	0.00	1,829.18	**$1,829.18**
xxx314116	5/23/19	GRAINGER	9178004678	Inventory Purchase	244.22	0.00	244.22	**$440.42**
			9178231784	Inventory Purchase	196.20	0.00	196.20	
xxx314117	5/23/19	GREENSIDE SUPPLY & SERVICE	039893	Inventory Purchase	723.32	0.00	723.32	**$723.32**
xxx314118	5/23/19	H K AVERY CONSTRUCTION	1119	Miscellaneous Equipment Parts & Supplies	605.00	0.00	605.00	**$1,130.00**
			1619	Miscellaneous Equipment Parts & Supplies	525.00	0.00	525.00	
xxx314119	5/23/19	HILLARD HEINTZE LLC	HH19-1280	Consultants	1,348.97	0.00	1,348.97	**$1,348.97**
xxx314121	5/23/19	ICONIX WATERWORKS	17913007770	Materials - Land Improve	537.41	0.00	537.41	**$537.41**
xxx314122	5/23/19	IMPERIAL SPRINKLER SUPPLY	3718748-00	Facilities Maint & Repair	48.26	0.00	48.26	**$187.17**
			3720518-00	Materials - Land Improve	92.06	0.00	92.06	
			3724188-00	Hand Tools	46.85	0.00	46.85	
xxx314123	5/23/19	JENSEN INSTRUMENT CO	20277	Miscellaneous Equipment Parts & Supplies	5,183.06	0.00	5,183.06	**$5,183.06**
xxx314124	5/23/19	KAISER FOUNDATION HEALTH PLAN INC	2116	City Wellness Program	375.00	0.00	375.00	**$375.00**
xxx314125	5/23/19	KELLER SUPPLY COMPANY						**$1,299.30**

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			S013007987.001	Chemicals	1,299.30	0.00	1,299.30	
xxx314126	5/23/19	LANCESOFT, INC.	LR-2019-100242	Professional Services	4,400.00	0.00	4,400.00	**$4,400.00**
xxx314127	5/23/19	LANDCARE USA LLC	177338	Construction Services	458.32	0.00	458.32	**$1,374.96**
			184274	Construction Services	458.32	0.00	458.32	
			190528	Construction Services	458.32	0.00	458.32	
xxx314128	5/23/19	LIEBERT CASSIDY WHITMORE	1478383	Legal Services	180.00	0.00	180.00	**$15,008.92**
			1478582	Legal Services	14,828.92	0.00	14,828.92	
xxx314129	5/23/19	MALLORY SAFETY & SUPPLY LLC	4643298	Inventory Purchase	364.93	0.00	364.93	**$560.59**
			4648676	Inventory Purchase	195.66	0.00	195.66	
xxx314130	5/23/19	MOTION PICTURE LICENSING CORP	504216744	Prepaid Goods, Services or Obligations	325.79	0.00	325.79	**$325.79**
xxx314131	5/23/19	NAPA AUTO PARTS	5983-459745	Parts, Vehicles & Motor Equip	39.41	0.00	39.41	**$2,447.66**
			5983-459815	Parts, Vehicles & Motor Equip	19.14	0.00	19.14	
			5983-460850	Parts, Vehicles & Motor Equip	261.86	0.00	261.86	
			5983-461627	Parts, Vehicles & Motor Equip	15.86	0.00	15.86	
			5983-463161	Parts, Vehicles & Motor Equip	113.29	0.00	113.29	
			5983-463248	Parts, Vehicles & Motor Equip	-261.86	0.00	-261.86	
			5983-464043	Parts, Vehicles & Motor Equip	-113.29	0.00	-113.29	
			5983-464346	Parts, Vehicles & Motor Equip	37.35	0.00	37.35	
			5983-464461	Parts, Vehicles & Motor Equip	44.32	0.00	44.32	
			5983-464768	Parts, Vehicles & Motor Equip	190.46	0.00	190.46	
			5983-466212	Parts, Vehicles & Motor Equip	-37.35	0.00	-37.35	
			5983-467789	Inventory Purchase	1,057.51	20.77	1,036.74	
			5983-468227	Inventory Purchase	-18.97	0.00	-18.97	
			5983-468290	Inventory Purchase	42.44	0.85	41.59	
			5983-468382	Inventory Purchase	1,101.13	22.02	1,079.11	
xxx314133	5/23/19	OVERDRIVE INC	910DA19092413	Library Periodicals/Databases	15.99	0.00	15.99	**$15.99**
xxx314134	5/23/19	P&A ADMINISTRATIVE SERVICES INC	467715	Miscellaneous Payment	7,168.72	0.00	7,168.72	**$30,336.94**
			469086	Miscellaneous Payment	4,498.73	0.00	4,498.73	
			470672	Miscellaneous Payment	1,437.20	0.00	1,437.20	
			472181	Miscellaneous Payment	6,074.62	0.00	6,074.62	
			473554	Miscellaneous Payment	8,469.16	0.00	8,469.16	

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			474820	Miscellaneous Payment	2,688.51	0.00	2,688.51	
xxx314135	5/23/19	P&R PAPER SUPPLY CO INC	30256042-00	Inventory Purchase	328.70	0.00	328.70	**$4,889.78**
			30256042-01	Inventory Purchase	62.61	0.00	62.61	
			30256486-00	Inventory Purchase	4,498.47	0.00	4,498.47	
xxx314136	5/23/19	PRN ERGONOMIC SERVICES	000513	Occupational Health and Safety Services - Other	840.00	0.00	840.00	**$840.00**
xxx314137	5/23/19	PTV AMERICA INC	10708885	Consultants	6,000.00	0.00	6,000.00	**$6,000.00**
xxx314138	5/23/19	PACIFIC TELEMANAGEMENT SERVICES	2019379	Utilities - Telephone	75.00	0.00	75.00	**$75.00**
xxx314139	5/23/19	PINE CONE LUMBER CO INC	2248	Materials - Land Improve	135.44	0.00	135.44	**$135.44**
xxx314140	5/23/19	PRIORITY 1 PUBLIC SAFETY EQUIPMENT	7330	Auto Maint & Repair - Labor	1,700.00	0.00	1,700.00	**$7,847.78**
			7330	Auto Maint & Repair - Materials	2,223.89	0.00	2,223.89	
			7348	Auto Maint & Repair - Labor	1,700.00	0.00	1,700.00	
			7348	Auto Maint & Repair - Materials	2,223.89	0.00	2,223.89	
xxx314141	5/23/19	QED ENVIRONMENTAL SYSTEMS INC	0000264087	Engineering Services	693.78	0.00	693.78	**$693.78**
xxx314142	5/23/19	QUESTICA INC	INV1976	Computer Software	84,240.00	0.00	84,240.00	**$84,240.00**
xxx314143	5/23/19	R.E.P NUT N BOLT GUY	30612	Inventory Purchase	119.03	0.00	119.03	**$119.03**
xxx314144	5/23/19	READYREFRESH BY NESTLE	19E0024199309	Miscellaneous Services	178.95	0.00	178.95	**$178.95**
xxx314145	5/23/19	REED & GRAHAM INC	942037	Materials - Land Improve	1,281.96	0.00	1,281.96	**$1,281.96**
xxx314146	5/23/19	REFRIGERATION SUPPLIES DISTRIBUTOR	38418808-00	Bldg Maint Matls & Supplies	60.73	0.00	60.73	**$112.21**
			38418917-00	Bldg Maint Matls & Supplies	51.48	0.00	51.48	
xxx314147	5/23/19	S&P GLOBAL RATINGS	11370635	Financial Services	2,000.00	0.00	2,000.00	**$2,000.00**
xxx314148	5/23/19	SC FUELS	1428483-IN	Inventory Purchase	282.69	0.00	282.69	**$282.69**
xxx314149	5/23/19	SAFEWAY INC	720827-041019	Food Products	10.00	0.00	10.00	**$218.69**
			805574-051319	Food Products	18.99	0.00	18.99	
			807994-050119	Food Products	5.99	0.00	5.99	
			808953-051419	City Wellness Program	56.31	0.00	56.31	
			809994-052119	Inventory Purchase	127.40	0.00	127.40	
xxx314150	5/23/19	SAN JOSE CONSERVATION CORPS	7195	Recycling Services	5,416.66	0.00	5,416.66	**$5,416.66**
xxx314151	5/23/19	SECTOR SECURITY & COMMUNICATIONS	WO-0985	Services Maintain Land Improv	193.25	0.00	193.25	**$193.25**
xxx314152	5/23/19	SHALEK CHAPPILL	SVL5.2019	Professional Services	1,000.00	0.00	1,000.00	**$1,000.00**
xxx314153	5/23/19	SHRED-IT USA	8127079955	Supplies, Office	192.55	0.00	192.55	**$482.45**

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			8127296997	Supplies, Office	289.90	0.00	289.90	
xxx314154	5/23/19	SIERRA PACIFIC TURF SUPPLY INC	0551401-IN	Materials - Land Improve	2,180.69	0.00	2,180.69	**$2,306.32**
			0551402-IN	General Supplies	125.63	0.00	125.63	
xxx314155	5/23/19	SILICON VALLEY COMMUNITY NEWSPAPERS	0006303354	Advertising Services	3,050.00	0.00	3,050.00	**$4,854.00**
			0006319483	Advertising Services	451.00	0.00	451.00	
			0006320234	Advertising Services	451.00	0.00	451.00	
			0006323490	Advertising Services	451.00	0.00	451.00	
			0006323492	Advertising Services	451.00	0.00	451.00	
xxx314156	5/23/19	SMART & FINAL INC	043586-051619	General Supplies	13.60	0.00	13.60	**$13.60**
xxx314157	5/23/19	SMITHGROUP INC	0137677	Consultants	610,858.47	0.00	610,858.47	**$610,858.47**
xxx314158	5/23/19	SOFTCHOICE CORP	5113121	Computer Software	72.42	0.00	72.42	**$72.42**
xxx314159	5/23/19	STOP PROCESSING CENTER	18216	Financial Services	26.10	0.00	26.10	**$26.10**
xxx314160	5/23/19	SUNNYVALE FORD	148620	Inventory Purchase	620.02	0.00	620.02	**$620.02**
xxx314161	5/23/19	TANKO STREETLIGHTING INC	61176	Construction Services	34,073.36	0.00	34,073.36	**$131,931.43**
			61176	General Supplies	97,858.07	0.00	97,858.07	
xxx314162	5/23/19	TARGET SPECIALTY PRODUCTS INC	PI0937401	Materials - Land Improve	2,192.69	0.00	2,192.69	**$2,192.69**
xxx314163	5/23/19	THE CONSULTING TEAM LLC	943	City Training Program	2,400.00	0.00	2,400.00	**$2,400.00**
xxx314164	5/23/19	THE HOME DEPOT PRO	491444980	Inventory Purchase	23.16	0.21	22.95	**$7,555.42**
			491511069	Inventory Purchase	2,660.43	24.41	2,636.02	
			491950598	Inventory Purchase	24.15	0.22	23.93	
			493105936	Inventory Purchase	4,917.64	45.12	4,872.52	
xxx314165	5/23/19	TURF STAR INC	7056292-00	Parts, Vehicles & Motor Equip	51.69	0.00	51.69	**$891.07**
			7056916-00	Parts, Vehicles & Motor Equip	157.71	0.00	157.71	
			7058628-00	Parts, Vehicles & Motor Equip	194.24	0.00	194.24	
			7059127-00	Parts, Vehicles & Motor Equip	40.04	0.00	40.04	
			7059424-00	Parts, Vehicles & Motor Equip	87.98	0.00	87.98	
			7060160-00	Parts, Vehicles & Motor Equip	-128.04	0.00	-128.04	
			7060492-00	Parts, Vehicles & Motor Equip	43.70	0.00	43.70	
			7060493-00	Parts, Vehicles & Motor Equip	33.94	0.00	33.94	
			7063134-00	Parts, Vehicles & Motor Equip	31.45	0.00	31.45	
			7063135-00	Parts, Vehicles & Motor Equip	157.71	0.00	157.71	

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			7063136-00	Parts, Vehicles & Motor Equip	151.25	0.00	151.25	
			7063332-00	Parts, Vehicles & Motor Equip	44.35	0.00	44.35	
			7063712-00	Parts, Vehicles & Motor Equip	25.05	0.00	25.05	
xxx314167	5/23/19	US HEALTHWORKS MEDICAL GROUP PC	3493325-CA	Pre-Employment Testing	3,024.00	0.00	3,024.00	**$3,024.00**
xxx314169	5/23/19	VALLEY OIL CO	973877	Inventory Purchase	13,182.86	0.00	13,182.86	**$23,956.54**
			973887	Inventory Purchase	10,773.68	0.00	10,773.68	
xxx314170	5/23/19	WALKER PARKING CONSULTANTS ENGINEERS INC	33207500003	Consultants	6,363.75	0.00	6,363.75	**$6,363.75**
xxx314171	5/23/19	WEST VALLEY STAFFING GROUP	254880	Salaries - Contract Personnel	1,532.80	0.00	1,532.80	**$6,461.87**
			255103	Salaries - Contract Personnel	2,955.52	0.00	2,955.52	
			255104	Professional Services	1,973.55	0.00	1,973.55	
xxx314172	5/23/19	WINSUPPLY OF SILICON VALLEY	003448 00	Hand Tools	153.87	0.00	153.87	**$153.87**
xxx314173	5/23/19	WAITER.COM INC	J0507921959	Food Products	160.28	0.00	160.28	**$160.28**
xxx314174	5/23/19	OFFICE DEPOT INC	308320926001	Supplies, Office	14.86	0.00	14.86	**$10,075.07**
			308376419001	Supplies, Office	284.46	0.00	284.46	
			309134521001	Supplies, Office	15.79	0.00	15.79	
			309189637001	Supplies, Office	481.48	0.00	481.48	
			309309224001	Supplies, Office	120.78	0.00	120.78	
			309401609001	Supplies, Office	28.14	0.00	28.14	
			309402798001	Supplies, Office	19.16	0.00	19.16	
			309451103001	Supplies, Office	75.87	0.00	75.87	
			309631633001	Supplies, Office	25.79	0.00	25.79	
			309631780001	Supplies, Office	338.19	0.00	338.19	
			309631781001	Supplies, Office	450.92	0.00	450.92	
			309637293001	Supplies, Office	16.16	0.00	16.16	
			309815583001	Supplies, Office	38.19	0.00	38.19	
			309818256001	Supplies, Office	8.24	0.00	8.24	
			310013390001	Supplies, Office	180.19	0.00	180.19	
			310064573001	Supplies, Office	17.65	0.00	17.65	
			310084218001	Supplies, Office	37.38	0.00	37.38	
			310084505001	Supplies, Office	159.65	0.00	159.65	

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			310084506001	Supplies, Office	58.84	0.00	58.84	
			310140556001	Supplies, Office	147.14	0.00	147.14	
			310141979001	Supplies, Office	195.88	0.00	195.88	
			310153013001	Supplies, Office	121.00	0.00	121.00	
			310533781001	Supplies, Office	19.26	0.00	19.26	
			310591486001	Supplies, Office	41.81	0.00	41.81	
			310591720001	Supplies, Office	27.24	0.00	27.24	
			310592568001	Supplies, Office	260.18	0.00	260.18	
			310601301001	Supplies, Office	56.66	0.00	56.66	
			310761924001	Supplies, Office	8.67	0.00	8.67	
			310793919001	Supplies, Office	14.22	0.00	14.22	
			310799401001	Supplies, Office	142.43	0.00	142.43	
			310820462001	Supplies, Office	13.07	0.00	13.07	
			310854847001	Supplies, Office	853.55	0.00	853.55	
			311046815001	Supplies, Office	91.05	0.00	91.05	
			311051591001	Supplies, Office	6.09	0.00	6.09	
			311052907001	Supplies, Office	52.31	0.00	52.31	
			311113236001	Supplies, Office	13.88	0.00	13.88	
			311113604001	Supplies, Office	39.32	0.00	39.32	
			311461671001	Supplies, Office	35.59	0.00	35.59	
			311472126001	Supplies, Office	150.39	0.00	150.39	
			311472127001	Supplies, Office	6.79	0.00	6.79	
			311949195001	Supplies, Office	28.44	0.00	28.44	
			312021251001	Supplies, Office	86.34	0.00	86.34	
			312048660001	Supplies, Office	152.66	0.00	152.66	
			312053542001	Supplies, Office	98.84	0.00	98.84	
			312071939001	Supplies, Office	65.39	0.00	65.39	
			312103984001	Supplies, Office	20.59	0.00	20.59	
			312104827001	Supplies, Office	50.13	0.00	50.13	
			312154230001	Supplies, Office	553.37	0.00	553.37	
			312154230002	Supplies, Office	28.94	0.00	28.94	

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			312160399001	Supplies, Office	37.04	0.00	37.04	
			312248743001	Supplies, Office	30.05	0.00	30.05	
			312303544001	Supplies, Office	52.97	0.00	52.97	
			312521243001	Supplies, Office	711.07	0.00	711.07	
			312816229001	Supplies, Office	290.44	0.00	290.44	
			312829514001	Supplies, Office	150.79	0.00	150.79	
			312983913001	Supplies, Office	41.41	0.00	41.41	
			313009167001	Supplies, Office	17.99	0.00	17.99	
			313023015001	Supplies, Office	46.84	0.00	46.84	
			313026576001	Supplies, Office	67.14	0.00	67.14	
			313044551001	Supplies, Office	69.00	0.00	69.00	
			313046006001	Supplies, Office	-45.93	0.00	-45.93	
			313175767001	Supplies, Office	106.80	0.00	106.80	
			313231325001	Supplies, Office	23.93	0.00	23.93	
			313443634001	Supplies, Office	85.49	0.00	85.49	
			313505983001	Supplies, Office	386.49	0.00	386.49	
			313589389001	Supplies, Office	208.26	0.00	208.26	
			313654554001	Supplies, Office	5.48	0.00	5.48	
			313742964001	Supplies, Office	784.49	0.00	784.49	
			313761179001	Supplies, Office	13.63	0.00	13.63	
			314178465001	Supplies, Office	170.81	0.00	170.81	
			314208602001	Supplies, Office	50.87	0.00	50.87	
			314935035001	Supplies, Office	181.89	0.00	181.89	
			315280819001	Supplies, Office	137.43	0.00	137.43	
			315280819002	Supplies, Office	120.10	0.00	120.10	
			315477511001	Supplies, Office	123.42	0.00	123.42	
			315492216001	Supplies, Office	7.43	0.00	7.43	
			315492217001	Supplies, Office	105.57	0.00	105.57	
			315542516001	Supplies, Office	-50.13	0.00	-50.13	
			315570275001	Supplies, Office	13.21	0.00	13.21	
			315610682001	Supplies, Office	41.03	0.00	41.03	

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			315628992001	Supplies, Office	46.09	0.00	46.09	
			315852437001	Supplies, Office	11.30	0.00	11.30	
			315853996001	Supplies, Office	77.80	0.00	77.80	
			315872022001	Supplies, Office	201.90	0.00	201.90	
xxx314181	5/23/19	PACIFIC GAS & ELECTRIC CO	05225890200419	Utilities - Gas	64.32	0.00	64.32	**$129,053.15**
			05225892760419	Utilities - Electric	1,998.10	0.00	1,998.10	
			05225894560419	Utilities - Electric	1,190.60	0.00	1,190.60	
			06025923000419	Utilities - Electric	15.05	0.00	15.05	
			06037193330419	Utilities - Electric	0.07	0.00	0.07	
			06040860490419	Utilities - Electric	22.83	0.00	22.83	
			06072000410419	Utilities - Electric	17.56	0.00	17.56	
			06075132700419	Utilities - Electric	13.88	0.00	13.88	
			06075133000419	Utilities - Electric	10.96	0.00	10.96	
			06075135280419	Utilities - Electric	32.45	0.00	32.45	
			06075135640419	Utilities - Electric	7.25	0.00	7.25	
			06075139670419	Utilities - Electric	0.65	0.00	0.65	
			06081240040419	Utilities - Electric	40.14	0.00	40.14	
			12847684120419	Utilities - Electric	7.82	0.00	7.82	
			14823837850419	Utilities - Electric	39.88	0.00	39.88	
			18068041900419	Utilities - Electric	78.90	0.00	78.90	
			19867842520419	Utilities - Electric	33.36	0.00	33.36	
			22868920920419	Utilities - Electric	19.76	0.00	19.76	
			24528699500419	Utilities - Electric	9.86	0.00	9.86	
			25900730020419	Utilities - Electric	54.67	0.00	54.67	
			32702441030419	Utilities - Electric	686.31	0.00	686.31	
			32709321910419	Utilities - Electric	94.49	0.00	94.49	
			32725920040419	Utilities - Electric	35.22	0.00	35.22	
			32725920070419	Utilities - Electric	12.76	0.00	12.76	
			32725920140419	Utilities - Electric	48.79	0.00	48.79	
			32725920350419	Utilities - Gas	8.65	0.00	8.65	
			32725921110419	Utilities - Electric	13.35	0.00	13.35	

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			32725921170419	Utilities - Electric	73.78	0.00	73.78	
			32725921260419	Utilities - Electric	10.37	0.00	10.37	
			32725921320419	Utilities - Electric	102.83	0.00	102.83	
			32725921430419	Utilities - Electric	3.31	0.00	3.31	
			32725921480419	Utilities - Electric	139.70	0.00	139.70	
			32725921490419	Utilities - Electric	11.33	0.00	11.33	
			32725921610419	Utilities - Electric	48.68	0.00	48.68	
			32725921710419	Utilities - Electric	135.34	0.00	135.34	
			32725921790419	Utilities - Electric	1.60	0.00	1.60	
			32725921800419	Utilities - Electric	16.12	0.00	16.12	
			32725922050419	Utilities - Electric	34.58	0.00	34.58	
			32725922090419	Utilities - Electric	1,130.24	0.00	1,130.24	
			32725922410419	Utilities - Electric	577.43	0.00	577.43	
			32725922520419	Utilities - Electric	265.18	0.00	265.18	
			32725922580419	Utilities - Electric	56.83	0.00	56.83	
			32725922850419	Utilities - Electric	3.27	0.00	3.27	
			32725923120419	Utilities - Electric	101.80	0.00	101.80	
			32725923350419	Utilities - Electric	100.65	0.00	100.65	
			32725923370419	Utilities - Electric	6.59	0.00	6.59	
			32725923400419	Utilities - Electric	17.61	0.00	17.61	
			32725923710419	Utilities - Electric	11.55	0.00	11.55	
			32725923770419	Utilities - Electric	132.51	0.00	132.51	
			32725923850419	Utilities - Electric	22.32	0.00	22.32	
			32725924030419	Utilities - Electric	431.73	0.00	431.73	
			32725924040419	Utilities - Electric	110.66	0.00	110.66	
			32725924170419	Utilities - Electric	65.72	0.00	65.72	
			32725924960419	Utilities - Electric	608.56	0.00	608.56	
			32725924970419	Utilities - Electric	12.30	0.00	12.30	
			32725925000419	Utilities - Electric	197.25	0.00	197.25	
			32725925010419	Utilities - Electric	46.32	0.00	46.32	
			32725925200419	Utilities - Electric	377.36	0.00	377.36	

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			32725925210419	Utilities - Electric	70.26	0.00	70.26	
			32725925230419	Utilities - Electric	147.20	0.00	147.20	
			32725925370419	Utilities - Electric	135.41	0.00	135.41	
			32725925630419	Utilities - Electric	1,183.55	0.00	1,183.55	
			32725925690419	Utilities - Electric	27.63	0.00	27.63	
			32725925890419	Utilities - Electric	314.39	0.00	314.39	
			32725926210419	Utilities - Electric	223.48	0.00	223.48	
			32725926440419	Utilities - Electric	780.96	0.00	780.96	
			32725926470419	Utilities - Electric	662.52	0.00	662.52	
			32725926830419	Utilities - Electric	299.26	0.00	299.26	
			32725926850419	Utilities - Electric	180.21	0.00	180.21	
			32725926870419	Utilities - Electric	0.56	0.00	0.56	
			32725926940419	Utilities - Electric	267.65	0.00	267.65	
			32725926950419	Utilities - Electric	21.51	0.00	21.51	
			32725927040419	Utilities - Electric	10.90	0.00	10.90	
			32725927250419	Utilities - Electric	213.84	0.00	213.84	
			32725927290419	Utilities - Electric	4.03	0.00	4.03	
			32725927340419	Utilities - Electric	408.38	0.00	408.38	
			32725927360419	Utilities - Gas	275.57	0.00	275.57	
			32725927380419	Utilities - Electric	77.34	0.00	77.34	
			32725927400419	Utilities - Electric	89.62	0.00	89.62	
			32725927510419	Utilities - Electric	354.92	0.00	354.92	
			32725927630419	Utilities - Electric	675.59	0.00	675.59	
			32725927680419	Utilities - Electric	0.92	0.00	0.92	
			32725928000419	Utilities - Electric	178.24	0.00	178.24	
			32725928250419	Utilities - Electric	16.34	0.00	16.34	
			32725929100419	Utilities - Electric	1.36	0.00	1.36	
			32725929140419	Utilities - Electric	39.96	0.00	39.96	
			32725929220419	Utilities - Electric	720.23	0.00	720.23	
			32725929250419	Utilities - Electric	0.81	0.00	0.81	
			32725929280419	Utilities - Electric	30.06	0.00	30.06	

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			32725929390419	Utilities - Electric	60.32	0.00	60.32	
			32725929440419	Utilities - Electric	411.54	0.00	411.54	
			32725929750419	Utilities - Electric	88.21	0.00	88.21	
			32730750560419	Utilities - Electric	330.42	0.00	330.42	
			32753650070419	Utilities - Electric	178.38	0.00	178.38	
			32754254880419	Utilities - Electric	170.27	0.00	170.27	
			32784398000419	Utilities - Electric	371.10	0.00	371.10	
			32799419320419	Utilities - Gas	30.45	0.00	30.45	
			35642590750119	Utilities - Electric	-75.76	0.00	-75.76	
			35642590750219	Utilities - Electric	-72.66	0.00	-72.66	
			35642590750319	Utilities - Electric	-63.80	0.00	-63.80	
			35642590751118	Utilities - Electric	-27.06	0.00	-27.06	
			35642590751218	Utilities - Electric	-78.90	0.00	-78.90	
			35666267910119	Utilities - Electric	-39.15	0.00	-39.15	
			35666267910219	Utilities - Electric	-37.71	0.00	-37.71	
			35666267910319	Utilities - Electric	-31.62	0.00	-31.62	
			35666267911118	Utilities - Electric	-28.80	0.00	-28.80	
			35666267911218	Utilities - Electric	-40.38	0.00	-40.38	
			35922924580419	Utilities - Electric	20.73	0.00	20.73	
			36207652980419	Utilities - Electric	62.72	0.00	62.72	
			38257235830419	Utilities - Electric	64.94	0.00	64.94	
			39509111000419	Utilities - Electric	35.29	0.00	35.29	
			43142590150419	Utilities - Gas	8.12	0.00	8.12	
			43142590250419	Utilities - Gas	806.93	0.00	806.93	
			43142590300419	Utilities - Gas	86.55	0.00	86.55	
			43142591280419	Utilities - Electric	480.63	0.00	480.63	
			43142597200419	Utilities - Electric	704.60	0.00	704.60	
			43142597640419	Utilities - Electric	1,169.83	0.00	1,169.83	
			43142599650419	Utilities - Electric	646.12	0.00	646.12	
			43357992720419	Utilities - Electric	11.40	0.00	11.40	
			45039216730419	Utilities - Electric	11.39	0.00	11.39	

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			48131400740419	Utilities - Electric	9.97	0.00	9.97	
			52896844240419	Utilities - Gas	459.62	0.00	459.62	
			52896847890419	Utilities - Electric	774.25	0.00	774.25	
			56825387840419	Utilities - Electric	0.32	0.00	0.32	
			56891435920419	Utilities - Electric	0.57	0.00	0.57	
			56892570110419	Utilities - Electric	0.88	0.00	0.88	
			56892570120419	Utilities - Electric	13.12	0.00	13.12	
			56892570160419	Utilities - Electric	0.83	0.00	0.83	
			56892570470419	Utilities - Electric	11.29	0.00	11.29	
			56892570610419	Utilities - Electric	12.51	0.00	12.51	
			56892570850419	Utilities - Electric	11.10	0.00	11.10	
			56892571110419	Utilities - Electric	24.49	0.00	24.49	
			56892571230419	Utilities - Electric	0.84	0.00	0.84	
			56892571500419	Utilities - Electric	10.56	0.00	10.56	
			56892571930419	Utilities - Electric	0.94	0.00	0.94	
			56892572230419	Utilities - Electric	9.86	0.00	9.86	
			56892572310419	Utilities - Electric	1.00	0.00	1.00	
			56892572410419	Utilities - Electric	0.80	0.00	0.80	
			56892572990419	Utilities - Electric	0.81	0.00	0.81	
			56892573010419	Utilities - Electric	1.49	0.00	1.49	
			56892573210419	Utilities - Electric	11.58	0.00	11.58	
			56892573280419	Utilities - Electric	9.86	0.00	9.86	
			56892573340419	Utilities - Electric	11.07	0.00	11.07	
			56892573450419	Utilities - Electric	9.86	0.00	9.86	
			56892573610419	Utilities - Electric	1.81	0.00	1.81	
			56892573790419	Utilities - Electric	0.95	0.00	0.95	
			56892573860419	Utilities - Electric	0.79	0.00	0.79	
			56892574540419	Utilities - Electric	11.37	0.00	11.37	
			56892574610419	Utilities - Electric	11.58	0.00	11.58	
			56892574640419	Utilities - Electric	1.11	0.00	1.11	
			56892574690419	Utilities - Electric	11.45	0.00	11.45	

List of All Claims and Bills Approved for Payment

For Payments Dated 5/19/2019 through 5/25/2019

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
			56892574720419	Utilities - Electric	11.28	0.00	11.28	
			56892574750419	Utilities - Electric	0.99	0.00	0.99	
			56892574930419	Utilities - Electric	11.20	0.00	11.20	
			56892574970419	Utilities - Electric	0.11	0.00	0.11	
			56892574980419	Utilities - Electric	0.74	0.00	0.74	
			56892575010419	Utilities - Electric	13.57	0.00	13.57	
			56892575240419	Utilities - Electric	11.34	0.00	11.34	
			56892575250419	Utilities - Electric	11.59	0.00	11.59	
			56892575560419	Utilities - Electric	11.65	0.00	11.65	
			56892575840419	Utilities - Electric	12.64	0.00	12.64	
			56892576280419	Utilities - Electric	9.86	0.00	9.86	
			56892576480419	Utilities - Electric	11.86	0.00	11.86	
			56892576590419	Utilities - Electric	11.34	0.00	11.34	
			56892576670419	Utilities - Electric	11.48	0.00	11.48	
			56892576690419	Utilities - Electric	11.50	0.00	11.50	
			56892576720419	Utilities - Electric	0.70	0.00	0.70	
			56892577190419	Utilities - Electric	0.83	0.00	0.83	
			56892577220419	Utilities - Electric	11.13	0.00	11.13	
			56892577390419	Utilities - Electric	11.67	0.00	11.67	
			56892577590419	Utilities - Electric	0.75	0.00	0.75	
			56892578070419	Utilities - Electric	0.94	0.00	0.94	
			56892578180419	Utilities - Electric	10.06	0.00	10.06	
			56892578260419	Utilities - Electric	0.80	0.00	0.80	
			56892578540419	Utilities - Electric	1.96	0.00	1.96	
			56892578610419	Utilities - Electric	0.85	0.00	0.85	
			56892578660419	Utilities - Electric	0.91	0.00	0.91	
			56892578670419	Utilities - Electric	11.20	0.00	11.20	
			56892578890419	Utilities - Electric	11.32	0.00	11.32	
			56892578980419	Utilities - Electric	11.58	0.00	11.58	
			56892579010419	Utilities - Electric	9.86	0.00	9.86	
			56892579190419	Utilities - Electric	0.83	0.00	0.83	

List of All Claims and Bills Approved for Payment

For Payments Dated 5/19/2019 through 5/25/2019

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
			56892579380419	Utilities - Electric	0.73	0.00	0.73	
			56892579430419	Utilities - Electric	1.56	0.00	1.56	
			56892579640419	Utilities - Electric	11.39	0.00	11.39	
			56892579760419	Utilities - Electric	0.84	0.00	0.84	
			56892579810419	Utilities - Electric	11.35	0.00	11.35	
			56892579830419	Utilities - Electric	0.75	0.00	0.75	
			56892579860419	Utilities - Electric	0.68	0.00	0.68	
			60209026830419	Utilities - Electric	4.92	0.00	4.92	
			60211953740419	Utilities - Electric	2.95	0.00	2.95	
			60225900040419	Utilities - Electric	17,335.91	0.00	17,335.91	
			60225900080419	Utilities - Electric	5,621.88	0.00	5,621.88	
			60225900140419	Utilities - Electric	33.41	0.00	33.41	
			60225900150419	Utilities - Electric	19.79	0.00	19.79	
			60225900160419	Utilities - Electric	8.81	0.00	8.81	
			60225900170419	Utilities - Electric	9.56	0.00	9.56	
			60225900220419	Utilities - Electric	568.00	0.00	568.00	
			60225900260419	Utilities - Electric	24.87	0.00	24.87	
			60225900450419	Utilities - Electric	167.67	0.00	167.67	
			60225901000419	Utilities - Electric	10.51	0.00	10.51	
			60225901010419	Utilities - Electric	351.97	0.00	351.97	
			60225901310419	Utilities - Electric	12.26	0.00	12.26	
			60225901820419	Utilities - Electric	367.83	0.00	367.83	
			60225901980419	Utilities - Electric	13.19	0.00	13.19	
			60225902010419	Utilities - Electric	163.85	0.00	163.85	
			60225902290419	Utilities - Electric	24.33	0.00	24.33	
			60225902640419	Utilities - Electric	38.77	0.00	38.77	
			60225902660419	Utilities - Electric	663.22	0.00	663.22	
			60225902810419	Utilities - Electric	196.12	0.00	196.12	
			60225902900419	Utilities - Electric	77.71	0.00	77.71	
			60225902950419	Utilities - Electric	25.86	0.00	25.86	
			60225903300419	Utilities - Electric	72.88	0.00	72.88	

List of All Claims and Bills Approved for Payment

For Payments Dated 5/19/2019 through 5/25/2019

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
			60225903370419	Utilities - Electric	2.30	0.00	2.30	
			60225903550419	Utilities - Electric	125.96	0.00	125.96	
			60225904170419	Utilities - Electric	2.12	0.00	2.12	
			60225904270419	Utilities - Electric	3.32	0.00	3.32	
			60225904460419	Utilities - Electric	1.33	0.00	1.33	
			60225904500419	Utilities - Electric	3.25	0.00	3.25	
			60225904580419	Utilities - Electric	40.54	0.00	40.54	
			60225905100419	Utilities - Electric	2.73	0.00	2.73	
			60225905410419	Utilities - Electric	25.70	0.00	25.70	
			60225905570419	Utilities - Electric	62.78	0.00	62.78	
			60225905580419	Utilities - Electric	8.81	0.00	8.81	
			60225905590419	Utilities - Electric	8.81	0.00	8.81	
			60225905600419	Utilities - Electric	1,766.09	0.00	1,766.09	
			60225906090419	Utilities - Electric	5,512.87	0.00	5,512.87	
			60225906210419	Utilities - Electric	2.73	0.00	2.73	
			60225906400419	Utilities - Electric	4.56	0.00	4.56	
			60225906510419	Utilities - Electric	3,295.65	0.00	3,295.65	
			60225906590419	Utilities - Electric	677.31	0.00	677.31	
			60225906600419	Utilities - Electric	22.72	0.00	22.72	
			60225906650419	Utilities - Electric	61.10	0.00	61.10	
			60225906780419	Utilities - Electric	11,167.81	0.00	11,167.81	
			60225906940419	Utilities - Electric	2,522.10	0.00	2,522.10	
			60225906980419	Utilities - Electric	297.20	0.00	297.20	
			60225907190419	Utilities - Electric	2,229.79	0.00	2,229.79	
			60225907630419	Utilities - Electric	2.56	0.00	2.56	
			60225907690419	Utilities - Electric	146.75	0.00	146.75	
			60225907730419	Utilities - Electric	26.49	0.00	26.49	
			60225907760419	Utilities - Electric	11.23	0.00	11.23	
			60225908160419	Utilities - Electric	7,535.97	0.00	7,535.97	
			60225908170419	Utilities - Electric	23.84	0.00	23.84	
			60225908580419	Utilities - Electric	30.91	0.00	30.91	

List of All Claims and Bills Approved for Payment

For Payments Dated 5/19/2019 through 5/25/2019

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
			60225908610419	Utilities - Electric	27.92	0.00	27.92	
			60225908940419	Utilities - Electric	40.16	0.00	40.16	
			60225909050419	Utilities - Electric	8.36	0.00	8.36	
			60225909410419	Utilities - Electric	60.89	0.00	60.89	
			60225909830419	Utilities - Electric	16.47	0.00	16.47	
			60243005770419	Utilities - Electric	0.85	0.00	0.85	
			60255379990419	Utilities - Electric	11,718.74	0.00	11,718.74	
			60279502630419	Utilities - Electric	7,182.12	0.00	7,182.12	
			63004478110419	Utilities - Electric	48.71	0.00	48.71	
			65170651530419	Utilities - Electric	1,233.17	0.00	1,233.17	
			66172622090419	Utilities - Electric	22.94	0.00	22.94	
			72891152060419	Utilities - Electric	10.06	0.00	10.06	
			81004444430419	Utilities - Electric	6.63	0.00	6.63	
			81008620210419	Utilities - Electric	0.94	0.00	0.94	
			81008621120419	Utilities - Electric	1.86	0.00	1.86	
			81008622290419	Utilities - Electric	5.18	0.00	5.18	
			81008622550419	Utilities - Electric	11.45	0.00	11.45	
			81008623480419	Utilities - Electric	10.05	0.00	10.05	
			81008623720419	Utilities - Electric	0.82	0.00	0.82	
			81008624270419	Utilities - Electric	82.36	0.00	82.36	
			81008624310419	Utilities - Electric	6.24	0.00	6.24	
			81008624650419	Utilities - Electric	10.05	0.00	10.05	
			81008624800419	Utilities - Electric	11.77	0.00	11.77	
			81008625370419	Utilities - Electric	34.09	0.00	34.09	
			81008626650419	Utilities - Electric	8.09	0.00	8.09	
			81008628100419	Utilities - Electric	0.82	0.00	0.82	
			81008628260419	Utilities - Electric	2.46	0.00	2.46	
			81008628350419	Utilities - Electric	0.82	0.00	0.82	
			81008629370419	Utilities - Electric	2.46	0.00	2.46	
			81008629450419	Utilities - Electric	2.51	0.00	2.51	
			81009280180419	Utilities - Electric	713.30	0.00	713.30	

List of All Claims and Bills Approved for Payment

For Payments Dated 5/19/2019 through 5/25/2019

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
			81011846090419	Utilities - Electric	13.74	0.00	13.74	
			81015536310419	Utilities - Electric	1,572.25	0.00	1,572.25	
			81020785620419	Utilities - Electric	7.54	0.00	7.54	
			81024370710419	Utilities - Electric	69.38	0.00	69.38	
			81029727040419	Utilities - Electric	6.63	0.00	6.63	
			81033823480419	Utilities - Electric	36.88	0.00	36.88	
			81035854770419	Utilities - Electric	20.44	0.00	20.44	
			81049144670419	Utilities - Electric	11.21	0.00	11.21	
			81052655700419	Utilities - Electric	13.51	0.00	13.51	
			81063868990419	Utilities - Electric	15,345.15	0.00	15,345.15	
			81073831150419	Utilities - Electric	23.04	0.00	23.04	
			81074135340419	Utilities - Electric	80.62	0.00	80.62	
			81080547220419	Utilities - Electric	14.01	0.00	14.01	
			81081601140419	Utilities - Electric	16.82	0.00	16.82	
			81703231610419	Utilities - Electric	13.56	0.00	13.56	
			91475900360419	Utilities - Electric	77.32	0.00	77.32	
			91475900450419	Utilities - Gas	39.28	0.00	39.28	
			91475901220419	Utilities - Electric	32.57	0.00	32.57	
			91475903190419	Utilities - Electric	78.45	0.00	78.45	
			91475903550419	Utilities - Electric	270.16	0.00	270.16	
			91475904100419	Utilities - Electric	486.45	0.00	486.45	
			91475904310419	Utilities - Electric	154.32	0.00	154.32	
			91475904900419	Utilities - Electric	75.13	0.00	75.13	
			91475906250419	Utilities - Electric	166.21	0.00	166.21	
			91475906620419	Utilities - Electric	414.93	0.00	414.93	
			91475907050419	Utilities - Electric	154.37	0.00	154.37	
			91475907470419	Utilities - Electric	485.06	0.00	485.06	
			91475907600419	Utilities - Electric	405.55	0.00	405.55	
			91475907800419	Utilities - Electric	217.92	0.00	217.92	
			91475908690419	Utilities - Electric	318.32	0.00	318.32	
			91475909640419	Utilities - Electric	791.23	0.00	791.23	

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			91475909790419	Utilities - Electric	710.77	0.00	710.77	
			94639783770419	Utilities - Electric	35.63	0.00	35.63	
			96226800430419	Utilities - Electric	87.87	0.00	87.87	
			96226804090419	Utilities - Electric	168.45	0.00	168.45	
			97306197490419	Utilities - Electric	6.31	0.00	6.31	
			97322830180419	Utilities - Electric	82.76	0.00	82.76	
			97322834740419	Utilities - Electric	21.07	0.00	21.07	
			97331850980419	Utilities - Electric	11.90	0.00	11.90	
			97386482120419	Utilities - Electric	33.93	0.00	33.93	
xxx314206	5/23/19	STATE WATER RESOURCES CONTROL BOARD	TAVARES GR II	Membership Fees	170.00	0.00	170.00	**$170.00**
xxx314208	5/23/19	UNITED STATES POSTAL SERVICE	P#112-051619	Postage	395.00	0.00	395.00	**$395.00**
xxx314209	5/23/19	WENDY ESTEPHANI VELAZQUEZ AMARO	428824	Refund Recreation Fees	350.00	0.00	350.00	**$350.00**
xxx000553	5/21/19	CALIFORNIA PUBLIC EMP RETIREMENT SYSTEM		Insurances - Medical	1,217,276.65	0.00	1,217,276.65	**$1,667,477.65**
				Insurances - Retiree Medical - PERS	450,201.00	0.00	450,201.00	
xxx100812	5/20/19	SFPUC WATER DEPARTMENT	040219-050119	Water for Resale	1,526,495.60	0.00	1,526,495.60	**$1,713,648.60**
			040219-050119	Purchased Water Related Expenses - Meter Charges	22,939.00	0.00	22,939.00	
			040219-050119	BAWSCA Surcharge	164,214.00	0.00	164,214.00	
xxx100813	5/22/19	SANTA CLARA VALLEY WATER DISTRICT	TI002288	Water for Resale	765,269.55	0.00	765,269.55	**$765,269.55**
xxx100814	5/22/19	WELLS FARGO BANK	05202019	Purchasing Card Statement	198,667.77	0.00	198,667.77	**$198,667.77**
xxx906542	5/21/19	KEENAN & ASSOCIATES		Workers' Compensation - Claims	104,386.43	0.00	104,386.43	**$104,386.43**
		Grand Total Payment Amount						**$11,929,684.15**

City of Sunnyvale

Agenda Item

19-0354 **Agenda Date:** 6/11/2019

REPORT TO COUNCIL

SUBJECT
Adopt a Resolution to Summarily Vacate a Slope Easement at 1235 Bordeaux Drive

BACKGROUND
In 1964, a 15-foot wide slope easement along the north edge of Java Drive, was dedicated to the City of Sunnyvale as described in that Certain Easement Deed, Document No. 2720717, recorded October 9, 1964 in Book 6695 at Page 437, Official Records with the Santa Clara County Recorder's Office (Attachment 1).

During the review of the proposed site redevelopment, staff identified that the existing slope easement is not needed for roadway purposes and is not consistent with the current streetscape configuration. On November 23, 2015, the City Planning Commission conditionally approved a special development permit (2015-7459) for the construction of two new hotels on the same site - 8 -story, 200-room AC Hotel and 8-story, 150-room Courtyard Marriott Hotel with a detached three-and-a-half level, above grade parking structure (the "Project"). Per the Project Conditions of Approval (EP-3 in Attachment 2), implementation of this project requires partial abandonment of the subject slope easement along the project property by summary vacation in accordance with California Streets and Highways Code.

EXISTING POLICY
General Plan, Chapter 3, Goal LT-4 - Quality Neighborhoods and Districts
Policy LT4-4: Preserve and enhance the high quality of residential neighborhoods

ENVIRONMENTAL REVIEW
A Mitigated Negative Declaration has been prepared in compliance with California Environmental Quality Act (CEQA) provisions and City guidelines. An Initial Study has determined that the proposed project would not create any significant environmental impacts with implementation of mitigation measures pertaining to noise, biological resources, cultural resources, transportation, and hazardous materials.

DISCUSSION
Pursuant to California Streets and Highways Code Section 8331, the City may summarily vacate a slope easement by adopting a resolution of vacation if it finds that the slope easement has been impassable for vehicular traffic for a period of five consecutive years and no public money was expended for maintenance on the slope easement. (Attachment 3).

FISCAL IMPACT
There is no fiscal impact as a result of this slope easement vacation.

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 resolution to summarily vacate a portion of the 15-foot wide slope easement at 1235 Bordeaux Drive; and to authorize the City Clerk to submit a certified copy of the resolution to the Santa Clara County Recorder's Office.

Prepared by: Jason Jung, Civil Engineer
Reviewed by: Chip Taylor, Director, Public Works
Reviewed by: Jaqui Guzmán, Deputy City Manager
Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. Original Slope Easement Deed Santa Clara County Doc. 2720717
2. Conditions of Approval EP-3
3. Resolution of Vacation

m – city clerk Room 102
City Hall
Sunnyvale, Calif.

2720717

BOOK 6695 PAGE 437

2720717
BOOK 6695 PAGE 437
FILED FOR RECORD
AT REQUEST OF
City of Sunnyvale
OCT 9 12 33 PM 1964
OFFICIAL RECORDS
SANTA CLARA COUNTY
PAUL R. TEILH
RECORDER

EASEMENT DEED

(Slope Easement)

GUY F. ATKINSON COMPANY, a Nevada Corporation,

OSTRANDER CONSTRUCTION COMPANY, an Oregon Corporation, and

R. A. TRIPPEER, INC., a Nevada Corporation,

hereby GRANT to the CITY OF SUNNYVALE, a municipal corporation of the State of California a SLOPE EASEMENT in, over, across and upon the following described real property situate in the City of Sunnyvale, County of Santa Clara, State of California, to wit:

Being a strip of land 15.00 feet in width, contiguous to and westerly of the westerly line of Borregas Avenue (66.00 feet wide), contiguous to and northerly of the northerly line of Moro Drive (46.00 feet wide), contiguous to and easterly of the easterly line of Mathilda Avenue (100.00 feet wide), and contiguous to and southerly of the southerly line of Java Drive (100.00 feet wide), the easterly, southerly, westerly and northerly line being more particularly described as follows:

Beginning at the intersection of the centerline of Borregas Avenue (66.00 feet wide) with the centerline of Java Drive (100 feet wide); thence from said Point of Beginning southwesterly along said centerline of Borregas Avenue, S. 14°51'05" W. 99.99 feet; thence leaving said centerline at right angles thereto, N. 75°08'55" W. 33.00 feet to a point on the westerly line of said Borregas Avenue and the TRUE POINT OF BEGINNING of the herein described line.

Thence from said TRUE POINT OF BEGINNING S. 14°51'05" W. 2504.23 feet; thence along the arc of a tangent curve to the right having a radius of 50.00 feet thru a central angle of 59°12'25" an arc length of 51.67 feet; thence S. 74°03'30" W. 50.36 feet; thence S. 74°04'00" W. 482.95 feet; thence along the arc of a tangent curve to the right having a radius of 960.00 feet thru a central angle of 7°52'03" an arc length of 131.82 feet; thence S. 81°56'03" W. 482.16 feet; thence along the arc of a tangent curve to the right having a radius of 560.00 feet thru a central angle of 17°49'43" an arc length of 174.25 feet; thence N. 80°14'14" W. 243.73 feet; thence along the arc of a tangent curve to the left having a radius of 640.00 feet thru a central angle of 4°56'49" an arc length of 55.26 feet to a point of reverse curvature; thence along the arc of a curve to the right having a radius of 50.00 feet thru a central angle of 97°18'26" an arc length of 84.92 feet; thence N. 12°07'23" E. 227.44 feet; thence along the arc of a tangent curve to the left having a radius of 1200.00 feet thru a central angle of 38°00'27" an arc length of 796.03 feet; thence N. 25°53'04" W. 98.31 feet; thence along the arc of a tangent curve to the right having a radius of 1100.00 feet thru a central angle of 40°45'18" an arc length of 782.44 feet; thence N. 14°52'14" E. 1742.18 feet; thence

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along the arc of a tangent curve to the right having a radius of 50.00 feet thru a central angle of 89°57'20" an arc length of 78.50 feet; thence S. 75°10'26" E. 100.15 feet; thence along the arc of a tangent curve to the right having a radius of 919.27 feet thru a central angle of 37°18'52" an arc length of 598.68 feet to a point of reverse curvature; thence along the arc of a curve to the left having a radius of 1019.27 feet thru a central angle of 37°16'53" an arc length of 663.22 feet; thence S. 75°08'27" E. 824.63 feet; thence along the arc of a tangent curve to the right having a radius of 50.00 feet thru a central angle of 89°59'32" an arc length of 78.53 feet to the True Point of Beginning.

Excepting therefrom all the lands lying within that certain parcel of land described in the Deed to Pacific Telephone & Telegraph Company, recorded in Book 5740 of Official Records at page 193.

Also excepting therefrom all the lands lying within that certain parcel of land described in the Deed to Santa Clara County Flood Control and Water Conservation District, recorded in Book 5013 of Official Records at page 690.

Executed this 8th day of September, 1964.

GUY F. ATKINSON COMPANY

By _____
Vice President

By _____
Assistant Secretary

R. A. TRIPPEER, INC.

By _____
Vice President

By _____
Assistant Secretary

OSTRANDER CONSTRUCTION COMPANY

By _____
Vice President

By _____
Assistant Secretary

27207170CT 964

STATE OF CALIFORNIA)
) ss.
COUNTY OF San Mateo)

On this 8th day of September, 1964, before me IRENE EVENSON, a Notary Public, State of California, duly commissioned and sworn, personally appeared F. R. Bonner and Donald K. Grant known to me to be the Vice President and [redacted] Secretary, respectively, of the corporation described in and that executed the within instrument, and also known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of San Mateo the day and year ~~in this certificate~~ first above written.

IRENE EVENSON
NOTARY PUBLIC - CALIFORNIA
SAN MATEO COUNTY

Irene Evenson
Notary Public, ~~State~~ of California
My commission expires: January 17, 1965

STATE OF CALIFORNIA)
) ss.
COUNTY OF San Mateo)

On this 8th day of September, 1964, before me IRENE EVENSON, a Notary Public, State of California, duly commissioned and sworn, personally appeared R. S. Kerr and Donald K. Grant known to me to be the Vice President and Assistant Secretary, respectively, of the corporation described in and that executed the within instrument, and also known to me to the the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of San Mateo the day and year in this certificate first above written.

IRENE EVENSON
NOTARY PUBLIC - CALIFORNIA
SAN MATEO COUNTY

Irene Evenson
Notary Public, ~~State~~ of California
My commission expires: January 17, 1965

BOOK 6695 PAGE 440

STATE OF CALIFORNIA)
) ss.
COUNTY OF San Mateo)

On this 8th day of September, 1964, before me IRENE EVENSON, a Notary Public, State of California, duly commissioned and sworn, personally appeared J. A. Henderson and T. J. Kane known to me to be the Vice President and Assistant Secretary, respectively, of the corporation described in and that executed the within instrument, and also known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of San Mateo the day and year in this certificate first above written.

IRENE EVENSON
NOTARY PUBLIC - CALIFORNIA
SAN MATEO COUNTY

Irene Evenson
Notary Public, State of California

My commission expires: January 17, 1965

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by the Deed or Grant, dated September 8, 1964, from GUY F. ATKINSON COMPANY, a Nevada Corporation, OSTRANDER CONSTRUCTION COMPANY, an Oregon corporation, and R. A. TRIPPEER, INC., a Nevada Corporation, to the City of Sunnyvale, a municipal corporation, is hereby accepted by order of the undersigned officer or agent on behalf of the City Council of the City of Sunnyvale pursuant to authority conferred by Resolution No. 2256 of the City Council, adopted on January 29, 1957, and the Grantee consents to recordation thereof by its duly authorized officer.

DATED: September 30, 1964

CITY OF SUNNYVALE

By [signature]
Director of Finance

RESOLUTION NO. 2256 BOOK 6695 PAGE 442

RESOLUTION AUTHORIZING THE DIRECTOR OF FINANCE ON BEHALF OF THE CITY OF SUNNYVALE TO ACCEPT ALL DEEDS AND GRANTS CONVEYING ANY INTEREST IN OR EASEMENT UPON REAL ESTATE TO THE CITY OF SUNNYVALE AND TO CONSENT TO THEIR RECORDATION

WHEREAS, Sec. 27281 of the Government Code of the State of California provides that deeds or grants conveying any interest in or easement upon real estate to a political corporation or governmental agency for public purposes shall not be acceptable for recordation without the consent of the grantee evidenced by the resolution of acceptance attached to said deed or grant deed; and

WHEREAS, said section further provides that an officer or agent of a municipal corporation may, by resolution, be authorized to consent to such deeds or grants;

NOW, THEREFORE, the Council of the City of Sunnyvale does resolve as follows:

1. That the Director of Finance be and he hereby is authorized and directed to accept, for and on behalf of the City of Sunnyvale, all deeds and grants conveying any interest in or easement upon real estate to the City of Sunnyvale, and to consent to their recordation.

2. That the City Clerk certify to the adoption of this resolution and that a copy thereof be attached to each such deed or grant presented for recordation.

The above and foregoing resolution was duly and regularly introduced and passed by the Council of the City of Sunnyvale at a regular meeting held on Tuesday, the 19th day of January, 1957, by the following called vote:

AYES: Councilmen: Boomer, Gilmore, Johnson, Jones and Ryan

NOES: Councilmen: None

ABSENT: Councilmen: Theller and Stout

APPROVED:

/s/ R. B. Gilmore
Mayor Pro Tem

ATTEST:
/s/ Eugenia J. Brown
Acting City Clerk

I, PERRY SCOTT, City Clerk of the City of Sunnyvale, do hereby certify that the above is a true and correct copy of Resolution No. 2256, adopted by the Council of the City of Sunnyvale on January 29, 1957.

DATED: Sept 29-1964

PERRY SCOTT, City Clerk
By Florence W. Leonard
Deputy City Clerk

27207170CT 964

PF-8. MASTER SIGN PROGRAM:
A Master Sign Program per the City's Sign Code is required with a separate permit prior to building occupancy. [COA] [PLANNING]

PF-9. COMPLETION OF PUBLIC IMPROVEMENTS:
Developer shall complete all required public improvements in accordance with City approved plans, prior to building occupancy. [COA] [PUBLIC WORKS]

EP: THE FOLLOWING CONDITIONS SHALL BE ADDRESSED AS PART OF AN ENCROACHMENT PERMIT APPLICATION.

EP-1. COMPLETE OFF-SITE IMPROVEMENT PLAN SET:
A complete plan check set applicable to the project, including street improvement plans, streetlight plans, streetscape plans, traffic signing and striping plans, traffic signal plans, traffic control plans, shall be submitted as part of the first off-site improvement plans, including engineering cost estimates. Joint trench plans may be submitted at a later date. No partial sets are allowed unless otherwise approved by the Director of Public Works. [COA][PUBLIC WORKS]

EP-2. EASEMENT DEEDS:
This project requires a minimum of 11' street right-of-way measured from the face of the curb on W Java Dr. Developer shall provide additional street dedication in the form of an easement. All easements shall be kept open and free from buildings and structures of any kind except those appurtenances associated with the defined easements. Developer shall execute the easement deeds prior to encroachment permit issuance. [COA][PUBLIC WORKS]

EP-3. EASEMENT ABANDONMENT:
Prior to encroachment permit issuance, abandon the existing storm drain easement and partially abandon the existing 7' and 10' PUEs and slope easement in accordance with the California Streets and Highways code. [COA] [PUBLIC WORKS]

EP-4. BENCHMARKS
The off-site improvement plans shall be prepared by using City's latest benchmarks available on City's website HTTP://SUNNYVALE.CA.GOV/DEPARTMENTS/PUBLICWORKS/BENCHMARKS,RECORDMAPSANDRECORDDRAWINGS.ASPX [COA][PUBLIC WORKS]

EP-5. UPGRADE OF EXISTING PUBLIC IMPROVEMENTS:
As part of the off-site improvement plan review and approval, any existing public improvements to be re-used by the project, which are not in accordance with current city standards and are not specifically

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUNNYVALE SUMMARILY VACATING A PORTION OF THE SLOPE EASEMENT LOCATED AT 1235 BORDEAUX DRIVE

WHEREAS, Section 8331 of the Streets and Highways Code of the State of California authorizes the City Council to summarily vacate a slope easement if it finds that the slope easement has been impassable for vehicular traffic for a period of five consecutive years and no public money was expended for maintenance on the slope easement; and

WHEREAS, the City Council intends to summarily vacate a portion of the Slope Easement ("Easement"), as more fully described in Exhibit A and as shown in Document No. 2720717, Book 6695, Page 437, Official Records with the Santa Clara County Recorder's office, attached hereto as Exhibit B; and

WHEREAS, the Easement was dedicated to the City for public use, and the City no longer has a public use for the Easement; and

WHEREAS, on November 23, 2015, City Planning Commission conditionally approved a special development permit (2015-7459) for the construction of two new hotels on the same site - 8-story, 200-room AC Hotel and 8-story, 150-room Courtyard Marriott Hotel with a detached three-and-a-half level, above grade parking structure ("Project"), and since the Project is being proposed within the existing Easement, the Project requires the partial abandonment of the Easement.

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

1. The City of Sunnyvale finds and determines that:

   a) The Easement has been impassable for vehicular traffic for a period of five consecutive years; and

   b) No public money was expended for maintenance on the slope easement; and

   c) The Easement is not needed for present or prospective easement purposes; and

   d) The public convenience and necessity does not require reservation of any portion of the Easement.

2. Based upon the findings made in Section 1 of this Resolution and the provisions of Sections 8331 and 8334 of the Streets and Highways Code, the City Council does hereby order that the Easement shall be and hereby is summarily vacated.

3. The City Council hereby authorizes and directs the City Clerk to record a certified copy of the resolution, attested by the City Clerk under seal, with the Santa Clara County Recorder's Office.

4. The portion of the Easement described in Exhibit A will no longer constitute a Slope Easement from and after the date of recordation of the documents identified in Section 3 of this Resolution.

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

AYES:
NOES:
ABSTAIN:
ABSENT:
RECUSAL:

ATTEST:

_____
City Clerk
(SEAL)

APPROVED:

_____
Mayor

APPROVED AS TO FORM

_____
City Attorney

BKF
ENGINEERS / SURVEYORS / PLANNERS

EXHIBIT "A"
Legal Description

SLOPE EASEMENT VACATION
Parcel 1, 361 M 56
(1235 Bordeaux Drive)

Real property in the City of Sunnyvale, County of Santa Clara, State of California, described as follows:

Being a portion of that certain 15 foot wide "Slope Easement", as described in that certain Easement Deed, conveyed to the City of Sunnyvale, recorded October 9, 1964 in Book 6695 at Page 437, Official Records of Santa Clara County, more particularly described as follows:

Beginning at the northerly terminus of the northwesterly line of Parcel 1, as said line is shown as " N 14°52'14" E 473.40' " on that certain Parcel Map, filed for record on September 24, 1975 in Book 361 of Maps at Page 56, Records of Santa Clara County, said point being also the beginning of a tangent curve to the right, having a Radius of 24.00 feet;

Thence leaving said point and continuing along said northwesterly line of said Parcel 1, northeasterly along said curve, through a central Angle of 53°22'16", with an arc Length of 22.36 feet to the **TRUE POINT OF BEGINNING** of this description;

Thence leaving said point and continuing along said northwesterly line of said Parcel 1, easterly along said curve, through a central Angle of 68°41'09", with an arc Length of 28.77 feet to a point on the southwesterly line of Java Drive, as said line is shown on said Parcel Map, said point being also the beginning of a compound curve, concave to the Southwest, having a Radius of 919.27 feet;

Thence along said southwesterly line of Java Drive, as shown on said Parcel Map, the following courses and distances:

- Southeasterly along said curve, through a central Angle of 05°12'47", with an arc Length of 83.64 feet to the beginning of a reverse curve, concave to the Northeast, having a Radius of 1,019.27 feet;
- Southeasterly along said curve, through a central Angle of 12°41'30", with an arc Length of 225.78 feet to the beginning of a reverse curve, concave to the Southwest, having a Radius of 50.00 feet;
- Southeasterly along said curve, through a central Angle of 44°36'30", with an arc Length of 38.93 feet to the beginning of a non-tangent curve, concave to the Northeast, having a Radius of 1,034.27 feet, with a radial line that bears South 37°30'12" West;

Thence leaving said southwesterly line of Java Drive, the following courses and distances:

- Northwesterly along said curve, through a central Angle of 14°38'14", with an arc Length of 264.22 feet to the beginning of a reverse curve, concave to the Southwest, having a Radius of 904.27 feet;

- Northwesterly along said curve, through a central Angle of 06°37'47", with an arc Length of 104.64 feet to the **TRUE POINT OF BEGINNING** of this description;

Containing an area of 5,262 square feet, more or less.

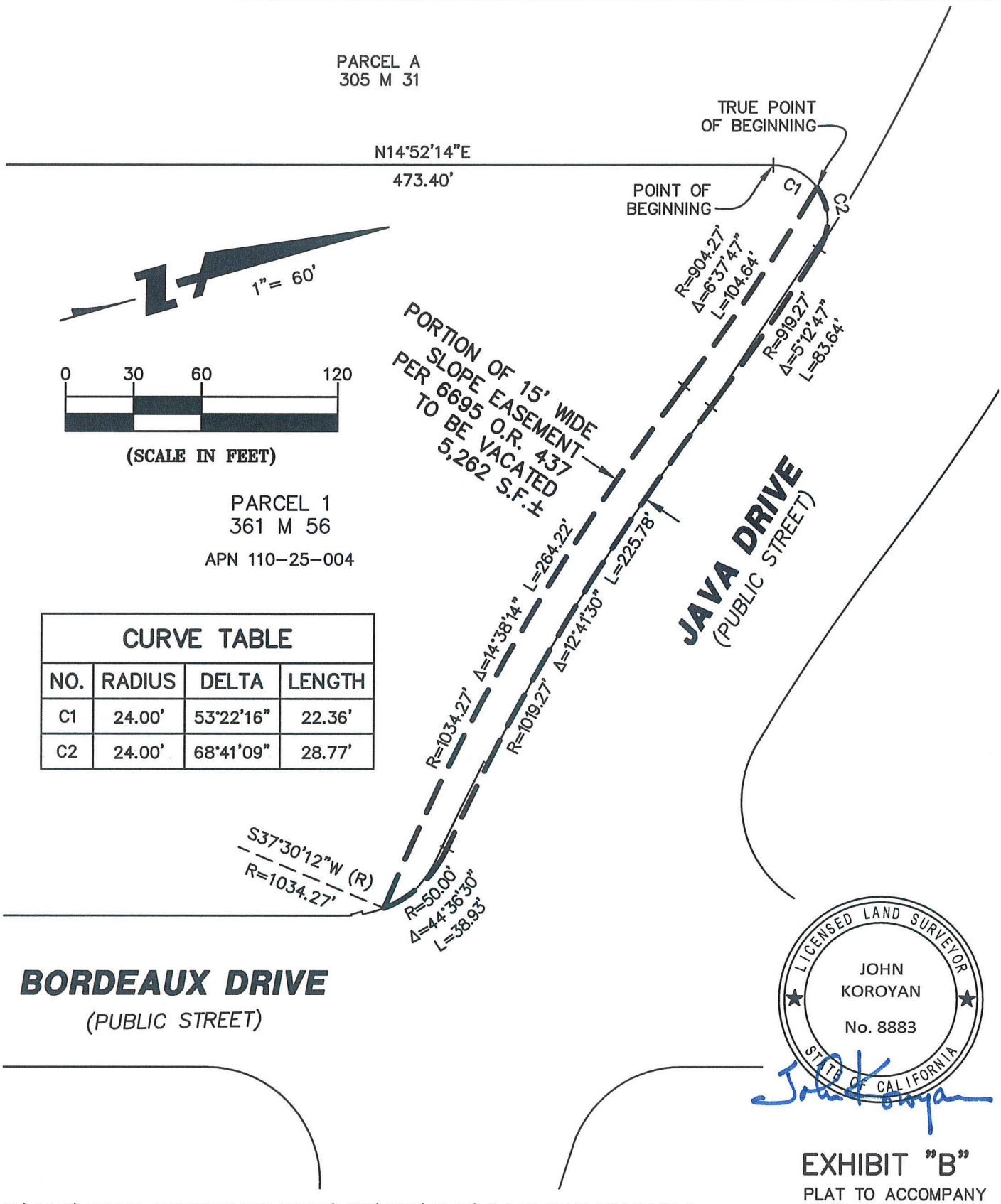
Said "Slope Easement" being vacated is shown on Plat attached hereto and made a part hereof as EXHIBIT "B".

This legal description was prepared by me, or under my direction, in conformance with the requirements of the Professional Land Surveyors Act.

By: John Koroyan
John Koroyan
P.L.S. No. 8883

Date: APRIL 4, 2019

LICENSED LAND SURVEYOR
JOHN
KOROYAN
No. 8883
STATE OF CALIFORNIA



CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH
C1	24.00'	53°22'16"	22.36'
C2	24.00'	68°41'09"	28.77'

EXHIBIT "B"
PLAT TO ACCOMPANY LEGAL DESCRIPTION

K:\2015\156061_MOFFET PARK HOTEL\SUR\DWG\PLAT\SLOPE ESMT VACATION.dwg

BKF
ENGINEERS / SURVEYORS / PLANNERS
1730 N. FIRST STREET
SUITE 600
SAN JOSE, CA 95112
408-467-9100
408-467-9199 (FAX)

Subject SLOPE EASEMENT VACATION
1235 BORDEAUX DRIVE, SUNNYVALE, CA
Job No. 20156061
By JG Date 04-04-2019 Chkd. JVK
PAGE 3 OF 3

EXHIBIT B

m – city clerk Room 102
City Hall
Sunnyvale, Calif.

2720717

BOOK 6695 PAGE 437

2720717
BOOK 6695 PAGE 437
FILED FOR RECORD
AT REQUEST OF
City of Sunnyvale
OCT 9 12 33 PM 1964
OFFICIAL RECORDS
SANTA CLARA COUNTY
PAUL R. TEILH
RECORDER

EASEMENT DEED

(Slope Easement)

GUY F. ATKINSON COMPANY, a Nevada Corporation,

OSTRANDER CONSTRUCTION COMPANY, an Oregon Corporation, and

R. A. TRIPPEER, INC., a Nevada Corporation,

hereby GRANT to the CITY OF SUNNYVALE, a municipal corporation of the State of California a SLOPE EASEMENT in, over, across and upon the following described real property situate in the City of Sunnyvale, County of Santa Clara, State of California, to wit:

Being a strip of land 15.00 feet in width, contiguous to and westerly of the westerly line of Borregas Avenue (66.00 feet wide), contiguous to and northerly of the northerly line of Moro Drive (46.00 feet wide), contiguous to and easterly of the easterly line of Mathilda Avenue (100.00 feet wide), and contiguous to and southerly of the southerly line of Java Drive (100.00 feet wide), the easterly, southerly, westerly and northerly line being more particularly described as follows:

Beginning at the intersection of the centerline of Borregas Avenue (66.00 feet wide) with the centerline of Java Drive (100 feet wide); thence from said Point of Beginning southwesterly along said centerline of Borregas Avenue, S. 14°51'05" W. 99.99 feet; thence leaving said centerline at right angles thereto, N. 75°08'55" W. 33.00 feet to a point on the westerly line of said Borregas Avenue and the TRUE POINT OF BEGINNING of the herein described line.

Thence from said TRUE POINT OF BEGINNING S. 14°51'05" W. 2504.23 feet; thence along the arc of a tangent curve to the right having a radius of 50.00 feet thru a central angle of 59°12'25" an arc length of 51.67 feet; thence S. 74°03'30" W. 50.36 feet; thence S. 74°04'00" W. 482.95 feet; thence along the arc of a tangent curve to the right having a radius of 960.00 feet thru a central angle of 7°52'03" an arc length of 131.82 feet; thence S. 81°56'03" W. 482.16 feet; thence along the arc of a tangent curve to the right having a radius of 560.00 feet thru a central angle of 17°49'43" an arc length of 174.25 feet; thence N. 80°14'14" W. 243.73 feet; thence along the arc of a tangent curve to the left having a radius of 640.00 feet thru a central angle of 4°56'49" an arc length of 55.26 feet to a point of reverse curvature; thence along the arc of a curve to the right having a radius of 50.00 feet thru a central angle of 97°18'26" an arc length of 84.92 feet; thence N. 12°07'23" E. 227.44 feet; thence along the arc of a tangent curve to the left having a radius of 1200.00 feet thru a central angle of 38°00'27" an arc length of 796.03 feet; thence N. 25°53'04" W. 98.31 feet; thence along the arc of a tangent curve to the right having a radius of 1100.00 feet thru a central angle of 40°45'18" an arc length of 782.44 feet; thence N. 14°52'14" E. 1742.18 feet; thence

2720717 OCT 964

along the arc of a tangent curve to the right having a radius of 50.00 feet thru a central angle of 89°57'20" an arc length of 78.50 feet; thence S. 75°10'26" E. 100.15 feet; thence along the arc of a tangent curve to the right having a radius of 919.27 feet thru a central angle of 37°18'52" an arc length of 598.68 feet to a point of reverse curvature; thence along the arc of a curve to the left having a radius of 1019.27 feet thru a central angle of 37°16'53" an arc length of 663.22 feet; thence S. 75°08'27" E. 824.63 feet; thence along the arc of a tangent curve to the right having a radius of 50.00 feet thru a central angle of 89°59'32" an arc length of 78.53 feet to the True Point of Beginning.

Excepting therefrom all the lands lying within that certain parcel of land described in the Deed to Pacific Telephone & Telegraph Company, recorded in Book 5740 of Official Records at page 193.

Also excepting therefrom all the lands lying within that certain parcel of land described in the Deed to Santa Clara County Flood Control and Water Conservation District, recorded in Book 5013 of Official Records at page 690.

Executed this 8th day of September, 1964.

GUY F. ATKINSON COMPANY

By _____
Vice President

By _____
Assistant Secretary

R. A. TRIPPEER, INC.

By _____
Vice President

By _____
Assistant Secretary

OSTRANDER CONSTRUCTION COMPANY

By _____
Vice President

By _____
Assistant Secretary

27207170CT 964

STATE OF CALIFORNIA)
) ss.
COUNTY OF San Mateo)

On this 8th day of September, 1964, before me IRENE EVENSON, a Notary Public, State of California, duly commissioned and sworn, personally appeared F. R. Bonner and Donald K. Grant known to me to be the Vice President and [redacted] Secretary, respectively, of the corporation described in and that executed the within instrument, and also known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of San Mateo the day and year ~~in this certificate~~ first above written.

IRENE EVENSON
NOTARY PUBLIC - CALIFORNIA
SAN MATEO COUNTY

Irene Evenson
Notary Public, ~~State~~ of California
My commission expires: January 17, 1965

STATE OF CALIFORNIA)
) ss.
COUNTY OF San Mateo)

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IRENE EVENSON
NOTARY PUBLIC - CALIFORNIA
SAN MATEO COUNTY

Irene Evenson
Notary Public, ~~State~~ of California
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IRENE EVENSON
NOTARY PUBLIC - CALIFORNIA
SAN MATEO COUNTY

Irene Evenson
Notary Public, State of California

My commission expires: January 17, 1965

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by the Deed or Grant, dated September 8, 1964, from GUY F. ATKINSON COMPANY, a Nevada Corporation, OSTRANDER CONSTRUCTION COMPANY, an Oregon corporation, and R. A. TRIPPEER, INC., a Nevada Corporation, to the City of Sunnyvale, a municipal corporation, is hereby accepted by order of the undersigned officer or agent on behalf of the City Council of the City of Sunnyvale pursuant to authority conferred by Resolution No. 2256 of the City Council, adopted on January 29, 1957, and the Grantee consents to recordation thereof by its duly authorized officer.

DATED: September 30, 1964

CITY OF SUNNYVALE

By [signature]
Director of Finance

RESOLUTION NO. 2256 BOOK 6695 PAGE 442

RESOLUTION AUTHORIZING THE DIRECTOR OF FINANCE ON BEHALF OF THE CITY OF SUNNYVALE TO ACCEPT ALL DEEDS AND GRANTS CONVEYING ANY INTEREST IN OR EASEMENT UPON REAL ESTATE TO THE CITY OF SUNNYVALE AND TO CONSENT TO THEIR RECORDATION

WHEREAS, Sec. 27281 of the Government Code of the State of California provides that deeds or grants conveying any interest in or easement upon real estate to a political corporation or governmental agency for public purposes shall not be acceptable for recordation without the consent of the grantee evidenced by the resolution of acceptance attached to said deed or grant deed; and

WHEREAS, said section further provides that an officer or agent of a municipal corporation may, by resolution, be authorized to consent to such deeds or grants;

NOW, THEREFORE, the Council of the City of Sunnyvale does resolve as follows:

1. That the Director of Finance be and he hereby is authorized and directed to accept, for and on behalf of the City of Sunnyvale, all deeds and grants conveying any interest in or easement upon real estate to the City of Sunnyvale, and to consent to their recordation.

2. That the City Clerk certify to the adoption of this resolution and that a copy thereof be attached to each such deed or grant presented for recordation.

The above and foregoing resolution was duly and regularly introduced and passed by the Council of the City of Sunnyvale at a regular meeting held on Tuesday, the 19th day of January, 1957, by the following called vote:

AYES: Councilmen: Boomer, Gilmore, Johnson, Jones and Ryan

NOES: Councilmen: None

ABSENT: Councilmen: Theller and Stout

APPROVED:

/s/ R. B. Gilmore
Mayor Pro Tem

ATTEST:
/s/ Eugenia J. Brown
Acting City Clerk

I, PERRY SCOTT, City Clerk of the City of Sunnyvale, do hereby certify that the above is a true and correct copy of Resolution No. 2256, adopted by the Council of the City of Sunnyvale on January 29, 1957.

DATED: Sept 29-1964

PERRY SCOTT, City Clerk
By Florence W. Leonard
Deputy City Clerk

27207170CT 964

City of Sunnyvale

Agenda Item

19-0457 **Agenda Date:** 6/11/2019

REPORT TO COUNCIL

SUBJECT
Award of Bid No. PW19-12 to Ray's Electric for the Intersection Upgrade at E. Remington Drive and Michelangelo Drive Project, Determination of Bid Non-Responsiveness and Waiver of Minor Bid Irregularity, Finding of California Environmental Quality Act (CEQA) Categorical Exemption, and Approval of Budget Modification No. 25 in the Amount of $111,289

REPORT IN BRIEF
Approval is requested to award a construction contract in the amount of $251,537 to Ray's Electric of Oakland for Intersection Upgrade at E. Remington Drive and Michelangelo Drive (Public Works Project No. TR-17-01), a 10% construction contingency in the amount of $25,154, and for Budget Modification No. 25 in the amount of $111,289 to provide necessary project funding.

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

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 a 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.

Pursuant to Section 2.09.040 of the Sunnyvale Municipal Code, City Council approval is required for public works contracts exceeding $100,000 in any one transaction.

ENVIRONMENTAL REVIEW
The California Environmental Quality Act (CEQA) determination for this project is a Class 1 categorical exemption pursuant to CEQA Guidelines Section 15301(c) for transit improvements such as pedestrian crossings and other similar alterations that do not create additional automobile lanes.

BACKGROUND AND DISCUSSION
The project consists of intersection upgrades at E. Remington Drive and Michelangelo Drive which include: construction of an in-roadway lighting system, a new street light, accessible pedestrian signal push buttons, pull boxes, conduits, cabling, accessible curb ramps, signage and striping modifications. The City was awarded Highway Safety Improvement Program grant funds (HSIP-5213 (055)) for this project, which will be administered through Caltrans' Division of Local Assistance. The Highway Safety Improvement Program is a federal aid program providing funds for projects that qualify to achieve significant reductions in fatalities and serious injuries on all public roads. Agencies that utilize federal monies shall follow Caltrans' procedures for full reimbursement of the grant amount.

The project was advertised for competitive bidding on the City's DemandStar public procurement network and distributed to the Bay Area Builder's Exchange on January 25, 2019, with 12 contractors requesting bid documents. Sealed bids were opened on February 20, 2019, with three bids received (see Attachment 1 - Bid Summary).

The lowest bid received, from Guerra Construction Group, did not meet the Federally-mandated Disadvantage Business Enterprise (DBE) goal of 24%. In accordance with the administrative compliance agency requirements (Caltrans), the provisions of Sunnyvale Municipal Code governs the determination of a responsive and responsible contractor. This bid is recommended to be deemed non-responsive due to the bidder not sufficiently documenting and demonstrating that adequate subcontracting and/or good faith efforts were made to meet the DBE goal. Therefore, staff recommends that Council determine this bidder as non-responsive.

The second lowest bid was received from Ray's Electric in the amount of $251,537, which meets the Federally-mandated DBE goal of 24%. However, the bid contained minor clerical errors on the submitted forms. Since these errors did not impact the DBE goal or the bid price, in accordance with Sunnyvale Municipal Code Section 2.09.120 Council is requested to waive the errors as a minor bid irregularity. Staff recommends that Council award a contract to Ray's Electric.

FISCAL IMPACT

Project costs include the base bid of $251,537 and a recommended 10% contingency in the amount of $25,154, for a total of $276,691. The current budget includes $167,676 in in Capital Project 832090 (Remington Dr. and Michelangelo Dr. Intersection Improvement), of which $165,402 is available. Budget Modification No. 25 has been prepared to appropriate $111,289 from the Capital Project Funds/Transportation Impact Fees (TIF) Sub-Fund Reserve to cover the portion of the project costs not yet budgeted.

Budget Modification No. 25

FY 2018/19

	Current	**Increase/(Decrease)**	**Revised**
Capital Projects Fund-General Assets Sub-Fund			
Transfers			
Transfer from the Transportation Impact Fees Sub-Fund	$773,000	$111,289	$884,289
Expenditures			
Project 832090 -Remington Dr and Michelangelo Dr Intersection Improvement	$167,676	$111,289	$278,965

Capital Projects Fund-Transportation Impact Fees Sub-Fund			
Transfers			
Transfer to the Capital Projects Fund - General Assets Sub-Fund	$773,000	$111,289	$884,289
Reserves			
Transportation Impact Fees Sub-Fund	$22,992,689	($111,289)	$22,881,400

Funding Source
This project is funded by Highway Safety Improvement Program (HSIP) grant funds and Transportation Impact Fees (TIF).

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
Take the following actions:
- Make a determination that the bid received from Guerra Construction Group is non-responsive due to the bidder not sufficiently documenting and demonstrating that adequate subcontracting and/or good faith efforts were made to meet the Disadvantage Business Enterprise goal
- Make a finding of a categorical exemption from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301(c)
- Make a determination to waive the minor bid irregularities for the bid of Ray’s Electric
- Award a contract in substantially the same form as Attachment 2 to the report in the amount of $251,537 to Ray’s Electric
- Authorize the City Manager to execute the contract when all necessary conditions have been met
- Approve a 10% construction contingency in the amount of $25,154
- Approve Budget Modification No. 25 in the amount of $111,289

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
2. Draft General Construction Contract

Invitation for Bids No. PW19-12										
Intersection Upgrade at E Remington Drive and Michelangelo Drive				**Guerra Construction Group (1)**		**Ray's Electric**		**Tennyson Electric, Inc.**	
Public Works Project No. TR-17-01				984 Memorex Dr		411 Pendleton Way, Suite B		7275 National Dr, Suite A-2	
Federal Aid # HSIPL-5213(055)				Santa Clara, CA 95050		Oakland, CA 94621		Livermore, CA 94550	
				Jaime Guerra		Greg Gruendl		Michael A. Tennyson	
BASE BID		**QTY**	**UOM**	**Unit Cost**	**Extended Cost**	**Unit Cost**	**Extended Cost**	**Unit Cost**	**Extended Cost**
1	MOBILIZATION	1	LS		$ 9,000.00		$ 10,000.00		$ 23,900.00
2	TRAFFIC CONTROL SYSTEM	1	LS		$ 14,000.00		$ 35,000.00		$ 28,200.00
3	CONSTRUCTION AREA SIGNS (FEDERAL)	1	LS		$ 6,000.00		$ 1,300.00		$ 2,100.00
4	CONSTRUCTION STAKING/SURVEYING	1	LS		$ 9,100.00		$ 5,200.00		$ 3,650.00
5	CLEARING AND GRUBBING	1	LS		$ 5,500.00		$ 7,000.00		$ 2,800.00
6	STREET LIGHTING INSTALLATION	1	LS		$ 30,000.00		$ 37,500.00		$ 16,500.00
7	IN-ROADWAY LIGHTING SYSTEM	1	LS		$ 91,000.00		$ 79,000.00		$ 124,650.00
8	SIGNAGE AND STRIPING IMPROVEMENTS	1	LS		$ 11,000.00		$ 5,900.00		$ 10,400.00
9	ROADWAY EXCAVATION	23	CY	$ 125.00	$ 2,875.00	$ 700.00	$ 16,100.00	$ 325.00	$ 7,475.00
10	FINISHED GRADING	1,000	SF	$ 3.50	$ 3,500.00	$ 1.50	$ 1,500.00	$ 3.50	$ 3,500.00
11	REMOVE CONCRETE CURB & GUTTER	86	LF	$ 15.00	$ 1,290.00	$ 7.00	$ 602.00	$ 35.00	$ 3,010.00
12	REMOVE CONCRETE SIDEWALK	489	SF	$ 4.00	$ 1,956.00	$ 4.00	$ 1,956.00	$ 10.00	$ 4,890.00
13	INSTALL NEW STREET LIGHT PULL BOX	2	EA	$ 950.00	$ 1,900.00	$ 550.00	$ 1,100.00	$ 650.00	$ 1,300.00
14	TEMPORARY EROSION CONTROL	1	LS		$ 6,000.00		$ 3,300.00		$ 2,500.00
15	HOT MIX ASPHALT (12" AC DEEP LIFT)	415	SF	$ 16.00	$ 6,640.00	$ 41.00	$ 17,015.00	$ 50.00	$ 20,750.00
16	6" VERTICAL CURB & GUTTER	86	LF	$ 44.00	$ 3,784.00	$ 90.00	$ 7,740.00	$ 65.00	$ 5,590.00
17	CONCRETE SIDEWALK	489	SF	$ 10.00	$ 4,890.00	$ 16.00	$ 7,824.00	$ 20.00	$ 9,780.00
18	INSTALL CONCRETE CURB RAMP (LIMITS OF COST EXTEND TO TRUNCATED DOMES, ANY EXTRA BEYOND THE COST ALREADY INCLUDED IN THE SIDEWALK)	3	EA	$ 3,000.00	$ 9,000.00	$ 4,500.00	$ 13,500.00	$ 2,500.00	$ 7,500.00
	TOTAL BASE BID AMOUNT				**$ 217,435.00**		**$ 251,537.00**		**$ 278,495.00**

Surety	10% bond		10% bond		10% bond	
License (Primary Classification)	A, B		A, C-10		A	
	Subcontractor Name(s)	**Work to be Performed**	**Subcontractor Name(s)**	**Work to be Performed**	**Subcontractor Name(s)**	**Work to be Performed**
	Bear Electric	Electrical	Construction Survey	Survey	FBD Vanguard Construction	Concrete
	Sierra Traffic Markings	Striping and signage	All City Trucking	Trucking	Chrisp Company	Signing/striping
	All City Trucking	Trucking	Appian UDBE SWPPP	SWPPP		
			Sierra Traffic Markings	Striping and signs		
			CMC Traffic Control Spec	Traffic control		

Notes

(1) Bidder deemed nonresponsive for not demonstrating good faith efforts were made to meet the DBE goal

GENERAL CONSTRUCTION CONTRACT

THIS CONTRACT dated _____ is by and between the CITY OF SUNNYVALE, a municipal corporation of the State of California ("Owner") and RAY'S ELECTRIC, a corporation ("Contractor").

RECITALS:

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

1. The Contract Documents. The complete Contract consists of the following documents: Notice Inviting Bids; Instructions to Bidders; Performance Bond and Payment Bond; Guaranty; City of Sunnyvale Standard Specifications for Public Works Construction, 2006 Edition; City of Sunnyvale Standard Details for Public Works Construction, 2006 Edition; Plans and Specifications, "Intersection Upgrade at E Remington Drive and Michelangelo Drive, Project No. TR-17-01, Invitation for Bids No. PW19-12", including OSHA, and other standards and codes as outlined in the Specifications. These documents are all incorporated by reference. The documents comprising the complete contract are collectively referred to as the Contract Documents.

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

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

2. The Work. Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete the project in a good and workmanlike manner. The work consist(s) of an intersection upgrade at E. Remington Drive and Michelangelo Drive to construct an in-roadway lighting system, new street light, accessible pedestrian signal (APS) push buttons, pull boxes, conduits, cabling, ADA curb ramps, signage and striping modifications, as called for, and in the manner designated in, and in strict conformity with, the Plans and Specifications prepared by TJKM and adopted by the Owner. These Plans and Specifications are entitled respectively, Intersection Upgrade at E Remington Drive and Michelangelo Drive, Project No. TR-17-01.

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

3. Contract Price. The Owner agrees to pay and the Contractor agrees to accept, in full payment for the work above agreed to be done, the sum of Two Hundred Fifty One Thousand Five Hundred Thirty Seven and No/100 Dollars ($251,537) subject to final determination of the work performed and materials furnished at unit prices per "Exhibit A" attached hereto and incorporated by this reference, and subject to additions and deductions in accordance, as provided in the Documents and in accordance with Contract Documents. The sum includes base bid only.

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

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

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

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

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

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

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

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

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

11. Notice and Service Thereof. All notices required pursuant to this Contract shall be communicated in writing, and shall be delivered in person, by commercial courier or by first class or priority

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

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

Contractor: Ray's Electric
411 Pendleton Way, Suite B
Oakland, CA 94621

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Commission of the State of California.

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

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

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

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

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

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

IN WITNESS WHEREOF, two identical counterparts of this contract, each of which shall for all purposed be deemed an original thereof, have been duly executed by the parties.

CITY OF SUNNYVALE
a Municipal Corporation, Owner

By_____ / / _____
City Manager Date

Attest:
City Clerk

By_____ / / _____
City Clerk Date

(SEAL)

APPROVED AS TO FORM:

_____ / / _____
City Attorney Date

_____
Contractor

License No. _____

By_____

_____ / / _____
Title Date

By_____

_____ / / _____
Title Date

EXHIBIT A

No.	Description	QTY	Unit	Lump Sum/Unit Cost
1	MOBILIZATION	1	LS	$10,000.00
2	TRAFFIC CONTROL SYSTEM	1	LS	$35,000.00
3	CONSTRUCTION AREA SIGNS (FEDERAL)	1	LS	$1,300.00
4	CONSTRUCTION STAKING/SURVEYING	1	LS	$5,200.00
5	CLEARING AND GRUBBING	1	LS	$7,000.00
6	STREET LIGHTING INSTALLATION	1	LS	$37,500.00
7	IN-ROADWAY LIGHTING SYSTEM	1	LS	$79,000.00
8	SIGNAGE AND STRIPING IMPROVEMENTS	1	LS	$5,900.00
9	ROADWAY EXCAVATION	23	CY	$16,100.00
10	FINISHED GRADING	1000	SF	$1,500.00
11	REMOVE CONCRETE CURB & GUTTER	86	LF	$602.00
12	REMOVE CONCRETE SIDEWALK	489	SF	$1,956.00
13	INSTALL NEW STREET LIGHT PULL BOX	2	EA	$1,100.00
14	TEMPORARY EROSION CONTROL	1	LS	$3,300.00

15	HOT MIX ASPHALT (12" AC DEEP LIFT)	415	SF	$17,015.00
16	6" VERTICAL CURB & GUTTER	86	LF	$7,740.00
17	CONCRETE SIDEWALK	489	SF	$7,824.00
18	INSTALL CONCRETE CURB RAMP (LIMITS OF COST EXTEND TO TRUNCATED DOMES, ANY EXTRA BEYOND THE COST ALREADY INCLUDED IN THE SIDEWALK)	3	EA	$13,500.00

EXHIBIT B

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

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

Required Contract Provisions Federal- Aid Construction Contracts

(FWWA-1273- Revised May 1, 2012)

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts. In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal

Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by

the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for

inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or

incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor,

or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage

rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a

Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring

leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain,

or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not

required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be aid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

The Bidder shall list the name and address of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in Section 2-1.054, "Required Listing of Proposed Subcontractors," of the State Standard Specifications and Section 12, "Subcontractors," of the information for bidders.

LIST OF SUBCONTRACTORS

Name and Address	Description of Portion of Work Subcontracted

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

PERFORMANCE BOND

Invitation for Bids No. PW19-12
Intersection Upgrade at E Remington Drive and Michelangelo Drive
Project No. TR-17-01
Federal Aid # HSIPL-5213(055)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the City of Sunnyvale ("City") has awarded to {Contractor's Name} as principal ("Contractor"), a contract for the public work described as follows:

> The project entitled "Intersection Upgrade at E Remington Drive and Michelangelo Drive, Project No. TR-17-01" pursuant to the award made to said Principal by the Council of the City of Sunnyvale to do and perform the following work, to wit: furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete in a good and workmanlike manner, the work an intersection upgrade at E. Remington Drive and Michelangelo Drive to construct an in-roadway lighting system, new street light, accessible pedestrian signal (APS) push buttons, pull boxes, conduits, cabling, ADA curb ramps, signage and striping modifications, as called for, and in the manner designated in, and in strict conformity with, the Plans and Specifications (the "work").

It is acknowledged that the contract provides for a one-year warranty period during which time this Bond remains in full force and effect. The contract and all of its terms and conditions are incorporated into this Bond by reference.

AND WHEREAS, the Contractor is required to furnish a bond in connection with the contract guaranteeing its faithful performance.

AND THEREFORE, we the undersigned Contractor as principal and _____ a _____, admitted and duly authorized to transact business under the laws of the State of California as surety, are held and firmly bound unto the City as obligee in the sum of {Amount in Words} {$Amount in Numbers} (which amount is not less than 100% of the contract price) to be paid to the City or its successors and assigns; and for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION of the obligation is such:

That if the Contractor, (or the Contractor's heirs, executors, administrators, successors or assigns) shall in all respects abide by, and well and truly keep and perform all of the covenants, conditions and agreements in the contract (and any alteration made as provided in the contract) at the time and in the manner specified and in all respects according to their true intent and meaning; and if the contractor shall

indemnify and save harmless the City, its officers, employees and agents, as stipulated in the contract, then this obligation shall become and be null and void; otherwise this obligation shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the contract, the obligation of the Contractor and surety under this Bond shall remain in effect for a period of one (1) year after the completion and acceptance of the work. During that time, if the Contractor (or the Contractor's heirs, executors, administrators, successors or assigns) fails to make full, complete and satisfactory repair and replacement or totally protect the City from any loss or damage made evident during that year which results from or is caused by either defective materials or faulty workmanship in the prosecution of the work, then the obligation shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the Surety shall continue so long as any obligation of the Contractor remains.

No prepayment or delay in payments, and no change, extension, addition or alteration of any provision of the contract or in the specifications agreed to between the Contractor and the City, or any forbearance on the part of the City shall operate to relieve the surety. The surety hereby waives the provisions of Section 2819 of the California Civil Code. The surety waives all rights of subrogation against the City or any person employed by the City. If the contract price increases by the issuance of change orders, the amount specified in this bond shall increase by the same amount.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____, 20___.

SURETY (Name):

_____

(Address of Principal Place of Business)

_____

_____

_____

Telephone No.:_____

Facsimile No.: _____

By:_____
Attorney in Fact

(Notice: The signatures of the Surety and Contractor on this bond must be acknowledged before a notary.)

CONTRACTOR (Name):

_____

(Address)

_____

_____

_____

By:_____

_____
(Name: print or type)

Title:_____

By:_____

_____
(Name: print or type)

Title:_____

PAYMENT BOND

Invitation for Bids No. PW19-12
Intersection Upgrade at E Remington Drive and Michelangelo Drive
Project No. TR-17-01
Federal Aid # HSIPL-5213(055)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the City of Sunnyvale ("City") has awarded to {Contractor's Name} as principal ("Contractor"), a contract for the public work described as follows:

> The project entitled "Intersection Upgrade at E Remington Drive and Michelangelo Drive, Project No. TR-17-01" pursuant to the award made to said Principal by the Council of the City of Sunnyvale to do and perform the following work, to wit: furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete in a good and workmanlike manner, the work an intersection upgrade at E. Remington Drive and Michelangelo Drive to construct an in-roadway lighting system, new street light, accessible pedestrian signal (APS) push buttons, pull boxes, conduits, cabling, ADA curb ramps, signage and striping modifications, as called for, and in the manner designated in, and in strict conformity with, the Plans and Specifications (the "work").

It is acknowledged that the contract provides for a one year warranty period during which time this Bond remains in full force and effect. The contract and all of its terms and conditions are incorporated into this Bond by reference.

AND WHEREAS, the Contractor is required to furnish a bond in connection with the contract guaranteeing payment of persons who provide labor and material;

AND THEREFORE, we the undersigned Contractor as principal and _____ a _____, admitted and duly authorized to transact business under the laws of the State of California, as surety, are held and firmly bound unto the City or its successors and assigns as obligee in the sum of _____; (which amount is not less than 100% of the contract price) and for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION of the obligation is such:

That if the Contractor, (or the Contractor's subcontractors, heirs, executors, administrators, successors or assigns) fails to pay any of the persons named in Section 3181 of the Civil Code of the State

of California, or the amounts due under the Unemployment Insurance Code of the State of California with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code of the State of California, with respect to such work and labor, that the surety will pay for the same, in an amount not exceeding the sum specified in this bond, and also, in case suit is brought upon the bond, shall pay reasonable attorney's fees, to be fixed by the Court.

This bond shall inure to the benefit of any and all persons, companies, and corporations named in Section 3181 of the Civil Code of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond.

No prepayment or delay in payments, and no change, extension, addition or alteration of any provision of the contract or in the specifications agreed to between the Contractor and the City, or any forbearance on the part of the City shall operate to relieve the surety. The surety hereby waives the provisions of Section 2819 of the California Civil Code. The surety waives all rights of subrogation against the City or any person employed by the City. If the contract price increases by the issuance of change orders, the amount specified in this bond shall increase by the same amount.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____, 20___.

SURETY (Name):

_____

(Address of Principal Place of Business)

_____

_____

_____

Telephone No.:_____

Facsimile No.: _____

By:_____
Attorney in Fact

(Notice: The signatures of the Surety and Contractor on this bond must be acknowledged before a notary.)

CONTRACTOR (Name):

_____

(Address)

_____

_____

_____

By:_____

_____
(Name: print or type)

Title:_____

By:_____

_____
(Name: print or type)

Title:_____

GUARANTY

TO THE CITY OF SUNNYVALE, for construction of

Intersection Upgrade at E Remington Drive and Michelangelo Drive, TR-17-01
Federal Aid # HSIPL-5213(055)

The undersigned guarantees all construction performed on this project and also guarantees all material and equipment incorporated therein.

Contractor hereby grants to City for a period of one (1) year following the date of Final Acceptance of the Work, or such longer period specified in the Contract Documents, its unconditional warranty of the quality and adequacy of all of the Work and its compliance with the Contract Documents including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers in connection with the Work.

Neither final payment nor use or occupancy of the Work performed by the Contractor shall constitute an acceptance of work not done in accordance with this Guaranty or relieve Contractor of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. Contractor shall remedy any defects in the Work and pay for any damage resulting therefrom which shall appear within one (1) year, or longer if specified, from the date of Final Acceptance.

If within one year after the date of Final Acceptance, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to City and in accordance with City's written instructions, correct such defective Work. Contractor shall remove any defective Work rejected by City and replace it with Work that is not defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, City may have the defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct defective work, or defects are discovered outside the correction period, City shall have all rights and remedies granted by law.

Inspection of the work shall not relieve Contractor of any of its obligations under the Contract Documents. Even though equipment, materials, or work required to be provided under the Contract Documents have been inspected, accepted, and estimated for payment, Contractor shall, at its own expense, replace or repair any such equipment, material, or work found to be defective or otherwise not to comply with the requirements of the Contract Documents up to the end of the guaranty period.

All abbreviations and definitions of terms used in this Agreement shall have the meanings set forth in the Contract Documents, including, without means of limitation, Supplemental General Provisions, Definition of Works and Terms.

The foregoing Guaranty is in addition to any other warranties of Contractor contained in the Contract Documents, and not in lieu of, any and all other liability imposed on Contractor under the Contract Documents and at law with respect to Contractor's duties, obligations, and performance under the Contract Documents. In the event of any conflict or inconsistency between the terms of this Guaranty and any warranty or obligation of the Contractor under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Contractor.

_____ (Contractor Name)

_____ (Contractor Address)

_____

_____ _____

Contractor Signature Date

City of Sunnyvale

Agenda Item

19-0464 **Agenda Date:** 6/11/2019

REPORT TO COUNCIL

SUBJECT
Award of Seven On-Call Contracts for Engineering Support Services (F19-198)

REPORT IN BRIEF
Approval is requested to award seven on-call contracts to provide on-call engineering support services for the Department of Public Works for an initial three-year period to the following firms: Advanced Design Consultants in the amount of $200,000, CSW/Stuber-Stroeh Engineering Group, Inc. in the amount of $500,000, Kimley-Horn and Associates in the amount of $200,000, Salas O'Brien in the amount of $200,000, SANDIS in the amount of $500,000, Schaaf & Wheeler in the amount of $500,000, and TJKM Transportation Consultants in the amount of $200,000. Approval is also requested to authorize the City Manager to increase the not-to-exceed amounts and to extend the contracts, for up to two additional years, with both actions subject to available budgeted funding.

EXISTING POLICY
Pursuant to Chapter 2.08 of the Sunnyvale Municipal Code, contracts for this type of service are awarded pursuant to a Request for Proposals (RFP) best value process, unless otherwise exempt from the competitive bidding process. Additionally, City Council approval is required for the procurement of goods and/or services exceeding $100,000 in any one transaction.

ENVIRONMENTAL REVIEW
The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b) 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
Each year, a number of City capital improvement projects are scheduled to begin. Staff regularly uses on-call contracts with engineering consulting firms as an opportunity to short-list and provide a streamlined process for selecting consultants to support the implementation of projects in a timely manner.

A Request for Qualification (RFQL) process was utilized to solicit Statement of Qualifications (SOQ) submittals from qualified consultants for Engineering Services. Due to the varied and specialized nature of the potential design work for capital improvement projects within the Department of Public Works (DPW), SOQs were requested in the following four categories: General Engineering/Administrative Support, MEP (Mechanical, Electrical and Plumbing), Traffic Engineering, and Utility Engineering.

The RFQL was advertised on the City's DemandStar public procurement network on November 11, 2018, with 38 consultants requesting bid documents. Nine responsive SOQs were received on January 3, 2019 from Advance Design Consultants, Inc., Brown and Caldwell, CSW/Stuber-Stroeh Engineering Group, Inc. (CSW ST2), Infrastructure Engineering Corporation, Kimley-Horn and Associates, Inc., Schaaf & Wheeler, Salas O'Brien, SANDIS, and TJKM Transportation Consultants (TJKM).

SOQs were reviewed and ranked by an evaluation team consisting of engineering staff from DPW. The SOQs were evaluated on their qualifications, experience and the potential staff that may assist with future projects. The eight firms which received the highest written evaluations were interviewed.

Following the interview process, two firms were selected for each of the following categories: General Engineering, Mechanical, Electrical and Plumbing (MEP), and Traffic Engineering; and one firm was selected for Utility Engineering. Hourly rates were obtained and negotiated.

The consulting firms recommended for contract award are CSW ST2 and SANDIS for General Engineering, Advanced Design Consultants and Salas O'Brien for MEP, Kimley-Horn and Associates and TJKM for Traffic Engineering, and Schaaf & Wheeler for Utility Engineering.

Staff is recommending an initial three-year term contract, with of the option to renew up to two additional one year periods depending on need, pricing, service and available funding. Contract values were determined based on award of an estimated one to three projects and miscellaneous services needed during the contract term.

FISCAL IMPACT

Budgeted funds are available in various capital projects.

Funding Source

These contracts will be funded by the various projects that they are engaged to support. Capital and infrastructure projects cross many different funds and funding sources in the City. The budget for each project is managed separately and typically includes funding for design and engineering services.

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

Take the following actions:

- Award seven (7) three-year on-call engineering support services contracts in substantially the same form as Attachment 1 to the report to: Advanced Design Consultants in the amount of $200,000, CSW/Stuber-Stroeh Engineering Group, Inc. in the amount of $500,000, Kimley-Horn and Associates in the amount of $200,000, Salas O'Brien in the amount of $200,000, SANDIS in the amount of $500,000, Schaaf & Wheeler in the amount of $500,000, and TJKM Transportation Consultants in the amount of $200,000
- Authorize the City Manager to execute the contracts when all necessary conditions have been

met
- Authorize the City Manager to increase the contracts up to budgeted amount
- Authorize the City Manager to renew each contract for up to two additional one year periods based upon available funding, need, acceptable pricing and service.
- Authorize the City Manager to modify each contract's compensation schedule subject to negotiated pricing.

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 Agreements

CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF SUNNYVALE AND CSW/STUBER-STROEH ENGINEERING GROUP, INC. FOR DESIGN AND CONSTRUCTION SUPPORT SERVICES FOR ON-CALL ENGINEERING SUPPORT SERVICES

THIS AGREEMENT, dated _____, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and CSW/STUBER-STROEH ENGINEERING GROUP, INC. ("CONSULTANT").

WHEREAS, CITY desires to secure professional services necessary for investigation, analysis, design, preparation of construction drawings and contract specifications, consultation, services during construction and other services for a project known as On-Call Engineering Support Services; and

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

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONSULTANT

CONSULTANT shall provide services in accordance with Exhibit "A" entitled “Scope of Work.” All exhibits referenced in this Agreement are attached hereto and are incorporated herein by reference. To accomplish that end, CONSULTANT agrees to assign {Project Manager's Name} 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. Project Schedule

The Project Schedule is set forth in the attached Exhibit “A-1.”

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. In no event shall the total amount of compensation payable under this agreement exceed the sum of Five Hundred Thousand and No/100 Dollars ($500,000) 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 and the CITY will indemnify the CONSULTANT 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. In no event shall the cost to defend charged to the design professional exceed the design professional's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties, including the City, regarding unpaid defense costs. Such defense and indemnification shall not apply in any instance of and to the extent caused by the sole negligence, recklessness or willful misconduct of CITY, its officers, employees, agents or representatives.

15. Insurance Requirements

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

16. No Third Party Beneficiary

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

17. Notices

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

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by email or fax, to accomplish timely communication. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be

deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three business days after mailing.

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

To CONSULTANT: CSW/STUBER-STROEH ENGINEERING GROUP, INC.
Attn: Robert Stevens, PE, LEED AP – Principal and Engagement Manager
260 Main Street, Suite 207
Redwood City, CA 94063

18. Waiver

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

19. Amendments

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

20. Integrated Agreement

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

21. Conflict of Interest

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

22. Governing Law, Jurisdiction and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions will be exclusively vested in a state court in the County of Santa Clara. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara, and waive all venue objections.

23. Records, Reports and Documentation

CONSULTANT shall maintain complete and accurate records of its operation, including any

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

24. Termination of Agreement

A. If CONSULTANT defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to CONSULTANT. In the event the CITY gives written notice to the CONSULTANT, the CONSULTANT shall have 15 working days to correct the deficiencies noted in the written notice. In the event of such termination, CONSULTANT shall be compensated in proportion to the percentage of satisfactory services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONSULTANT shall present CITY with any work product completed at that point in time.

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

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

25. Subcontracting

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

26. Fair Employment

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

27. Changes

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

28. Other Agreements

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

29. Severability Clause.

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

30. Captions

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

31. Entire Agreement; Amendment

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

32. Miscellaneous

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

By_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF SUNNYVALE ("CITY")

By_____
City Manager

CSW/STUBER-STROEH ENGINEERING GROUP, INC.
("CONSULTANT")

By_____

_____
Name/Title

By_____

_____
Name/Title

Exhibit A
Detailed Scope of Work

Typical services to be provided may include:

1. Assign a lead engineer that works independently and supervises engineers utilized to complete work in an efficient and expeditious manner.

2. Perform initial design assessments, alternatives analysis, utility conflict analysis, and preliminary design services. Investigate existing conditions, review records and engineering data.

3. Manage municipal public works projects from the preliminary design stages through the completion of construction. Attend meetings, prepare minutes and other forms of correspondence, perform plan checking, prepare and review specifications and contract documents, coordinate with project stakeholders and outside agencies, perform constructability reviews, manage the bidding and project award process, provide design support during construction in the form of responses to Requests for Information (RFIs), evaluation of submittals, and review of progress payments.

4. Process plans and specifications through other agencies for review and approvals corresponding to special funding programs and/or permits.

5. Participate in the technical review and updating of engineering standard plans, details, specifications best practices and/or standard policies.

6. Review and comment on infrastructure projects associated with development activity.

7. Draft grant applications.

8. Provide outreach support through the production of staff reports, exhibits, drawings, power point presentations, etc.

9. Perform other engineering design-related duties as required.

Exhibit B
Compensation Schedule

CIVIL ENGINEERING	**HOURLY RATES**
Principal	$235.00
Engineer Manager	$235.00
Project Engineer V	$205.00
Project Engineer IV	$193.00
Project Engineer III	$175.00
Project Engineer II	$158.00
Project Engineer I	$152.00
Senior Engineer	$211.00 – $222.00
Engineer V	$163.00
Engineer IV	$140.00
Engineer III	$128.00
Engineer II	$110.00
Engineer I	$100.00
Senior Designer	$186.00
Designer V	$153.00
Designer IV	$141.00
Designer III	$128.00
Designer II	$116.00
Designer I	$110.00
Technician IV	$110.00
Technician III	$106.00
Technician II	$100.00
Technician I	$85.00
Project Coordinator/Office Manager	$120.00
Project Assistant II	$88.00
Project Assistant I	$77.00

SURVEYING	**HOURLY RATES**
Survey Supervisor	$198.00
Project Surveyor	$175.00
Land Surveyor	$153.00
Survey Technician	$116.00
Two-Man Survey Party	$275.00

Expert Witness / Arbitration Services are available at a negotiated rate.

Reimbursable expenses shall be billed at cost and the maximum markup on each subconsultant shall be 5%. Mileage shall be billed at the IRS Standard Mileage Rate.

INSURANCE REQUIREMENTS FOR CONSULTANTS/CONTRACTORS

Consultant/Contractor 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**: $2,000,000 per occurrence and $4,000,000 aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form CG 0001 or equivalent is required.

2. **Automobile Liability**: $1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 or equivalent is required.

3. **Workers' Compensation** Statutory Limits and **Employer's Liability**: $1,000,000 per accident for bodily injury or disease.

Industry Specific Coverages. If checked below, the following insurance is also required:

- ✓ Professional Liability Insurance in the minimum amount of $2,000,000 per occurrence.
- ☐ If working directly with children, the Certificate of Insurance must include coverage for molestation and sexual abuse in the minimum amount of $1,000,000 per occurrence and $2,000,000 aggregate. In the event that Abuse & Molestation Liability coverage is provided via a Claims Made Policy, the coverage shall include a minimum of a five year extended reporting clause.
- ☐ Pollution Liability Insurance in the minimum amount of $1,000,000 per occurrence
- ☐ MCS-90 Endorsement to Business Automobile insurance for transportation of hazardous materials and pollutants
- ☐ Builder's Risk / Course of Construction Insurance in the minimum amount of $_____.

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 (and if applicable, pollution liability, sexual abuse and molestation, and builder's risk policies) shall contain, or be endorsed to contain, the following provisions:

1. The City of Sunnyvale, its officials, employees, agents and volunteers are to be covered as additional insureds with respects to liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, employees, agents or volunteers.

2. For any claims related to this project, the Consultant's insurance shall be primary. Any insurance or self-insurance maintained by the City of Sunnyvale, its officers, officials, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Sunnyvale, its officers, officials, employees, agents or volunteers.

4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

6. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the CONSULTANT'S policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

Acceptability of Insurers

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

Verification of Coverage

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

Subcontractors

CONSULTANT shall require all subcontractors to procure and maintain insurance policies subject to these requirements. Failure of CONSULTANT to verify existence of sub-contractor's insurance shall not relieve CONSULTANT from any claim arising from sub-contractors work on behalf of CONSULTANT.

CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF SUNNYVALE AND SANDIS FOR DESIGN AND CONSTRUCTION SUPPORT SERVICES FOR ON-CALL ENGINEERING SUPPORT SERVICES

THIS AGREEMENT, dated _____, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and SANDIS ("CONSULTANT").

WHEREAS, CITY desires to secure professional services necessary for investigation, analysis, design, preparation of construction drawings and contract specifications, consultation, services during construction and other services for a project known as On-Call Engineering Support Services; and

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

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONSULTANT

CONSULTANT shall provide services in accordance with Exhibit "A" entitled “Scope of Work.” All exhibits referenced in this Agreement are attached hereto and are incorporated herein by reference. To accomplish that end, CONSULTANT agrees to assign Chad Browning, PE 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. Project Schedule

The Project Schedule is set forth in the attached Exhibit “A-1.”

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. In no event shall the total amount of compensation payable under this agreement exceed the sum of Five Hundred Thousand and No/100 Dollars ($500,000) 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. In no event shall the cost to defend charged to the design professional exceed the design professional's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs. Such defense and indemnification shall not apply in any instance of and to the extent caused by the sole negligence, recklessness or willful misconduct of CITY, its officers, employees, agents or representatives.

15. Insurance Requirements

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

16. No Third Party Beneficiary

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

17. Notices

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

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by email or fax, to accomplish timely communication. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three business days after mailing.

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

To CONSULTANT: SANDIS
Attn: Chad Browning, PE, Principal-in-Charge
1700 S. Winchester Blvd. Suite 200
Campbell, CA 95008

18. Waiver

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

19. Amendments

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

20. Integrated Agreement

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

21. Conflict of Interest

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

22. Governing Law, Jurisdiction and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions will be exclusively vested in a state court in the County of Santa Clara. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara, and waive all venue objections.

23. Records, Reports and Documentation

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

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

24. Termination of Agreement

A. If CONSULTANT defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be compensated in proportion to the percentage of satisfactory services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONSULTANT shall present CITY with any work product completed at that point in time.

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

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

25. Subcontracting

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

26. Fair Employment

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

27. Changes

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

28. Other Agreements

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

29. Severability Clause.

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

30. Captions

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

31. Entire Agreement; Amendment

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

32. Miscellaneous

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

By_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF SUNNYVALE ("CITY")

By_____
City Manager

SANDIS
("CONSULTANT")

By_____

_____
Name/Title

By_____

_____
Name/Title

Exhibit A
Detailed Scope of Work

Typical services to be provided may include:

1. Assign a lead engineer that works independently and supervises engineers utilized to complete work in an efficient and expeditious manner.

2. Perform initial design assessments, alternatives analysis, utility conflict analysis, and preliminary design services. Investigate existing conditions, review records and engineering data.

3. Manage municipal public works projects from the preliminary design stages through the completion of construction. Attend meetings, prepare minutes and other forms of correspondence, perform plan checking, prepare and review specifications and contract documents, coordinate with project stakeholders and outside agencies, perform constructability reviews, manage the bidding and project award process, provide design support during construction in the form of responses to Requests for Information (RFIs), evaluation of submittals, and review of progress payments.

4. Process plans and specifications through other agencies for review and approvals corresponding to special funding programs and/or permits.

5. Participate in the technical review and updating of engineering standard plans, details, specifications best practices and/or standard policies.

6. Review and comment on infrastructure projects associated with development activity.

7. Draft grant applications.

8. Provide outreach support through the production of staff reports, exhibits, drawings, power point presentations, etc.

9. Perform other engineering design-related duties as required.

Exhibit B
Compensation Schedule

ENGINEERING SERVICES/ QSD & QSP SERVICES		**Hourly Rate**
Project Specialist/Clerical		$90.00
Computer/Field/Engineer Technician	Level I	$100.00
	Level II	$105.00
	Level III	$110.00
Sr. Engineer Technician		$130.00
Design Engineer	Level I	$110.00
	Level II	$115.00
	Level III	$120.00
Project Engineer/Traffic Engineer	Level I	$125.00
	Level II	$135.00
	Level III	$150.00
Engineering Project Manager Level 1		$185.00
Engineering Project Manager Level 2		$215.00
Associate Principal/Senior Project Manager/Senior Traffic Engineer Principal		$225.00
Associate Principal/Senior Project Manager/Senior Traffic Engineer Principal		$350.00
Forensic Review/Analysis/Claim Support		

SURVEYING SERVICES/ HIGH DEFINITION SCANNING/ 3-D MODELING SERVICES		
Computer/Surveying/Scanning Technician	Level I	$100.00
	Level II	$105.00
	Level III/Steel Draft Person	$110.00
Project Surveyor/Scanning Specialist	Level I	$125.00
	Level II	$135.00
	Level III/Steel Draft Person	$150.00
Steel Office Support		$175.00
Survey Project Manager Level 1		$175.00
Survey Project Manager Level 2		$215.00
Senior Field Survey Supervisor/AISC/Manager, Steel Supervisor (PLS)		$225.00
Utility Locating Services 1-Person Crew		$160.00
1-Person Survey Crew		$215.00
2-Person Survey Crew		$310.00
2-Person Survey Crew for Structural Steel Surveys		$295.00
2-Person Survey Crew with Apprentice		$410.00
3-Person Survey Crew		$425.00
Bryant Surveys Official Travel		$45.00

Reimbursable expenses shall be billed at cost and the maximum markup on each subconsultant shall be 5%. Mileage shall be billed at the IRS Standard Mileage Rate.
OVERTIME: All overtime charges are invoiced on the basis of one and one-half times the above rates. Double time invoiced at two times above rates.

ESCALATION: Escalation for future years shall be at a minimum of 3.5% increase per year.

Sandis at its sole discretion may utilize its subsidiaries to perform the services presented in this proposal.

INSURANCE REQUIREMENTS FOR CONSULTANTS/CONTRACTORS

Consultant/Contractor 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**: $2,000,000 per occurrence and $4,000,000 aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form CG 0001 or equivalent is required.

2. **Automobile Liability**: $1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 or equivalent is required.

3. **Workers' Compensation** Statutory Limits and **Employer's Liability**: $1,000,000 per accident for bodily injury or disease.

Industry Specific Coverages. If checked below, the following insurance is also required:

- ✓ Professional Liability Insurance in the minimum amount of $2,000,000 per occurrence.
- ☐ If working directly with children, the Certificate of Insurance must include coverage for molestation and sexual abuse in the minimum amount of $1,000,000 per occurrence and $2,000,000 aggregate. In the event that Abuse & Molestation Liability coverage is provided via a Claims Made Policy, the coverage shall include a minimum of a five year extended reporting clause.
- ☐ Pollution Liability Insurance in the minimum amount of $1,000,000 per occurrence
- ☐ MCS-90 Endorsement to Business Automobile insurance for transportation of hazardous materials and pollutants
- ☐ Builder's Risk / Course of Construction Insurance in the minimum amount of $_____.

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 (and if applicable, pollution liability, sexual abuse and molestation, and builder's risk policies) shall contain, or be endorsed to contain, the following provisions:

1. The City of Sunnyvale, its officials, employees, agents and volunteers are to be covered as additional insureds with respects to liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, employees, agents or volunteers.

2. For any claims related to this project, the Consultant's insurance shall be primary. Any insurance or self-insurance maintained by the City of Sunnyvale, its officers, officials, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Sunnyvale, its officers, officials, employees, agents or volunteers.

4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

6. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the CONSULTANT'S policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

Acceptability of Insurers

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

Verification of Coverage

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

Subcontractors

CONSULTANT shall require all subcontractors to procure and maintain insurance policies subject to these requirements. Failure of CONSULTANT to verify existence of sub-contractor's insurance shall not relieve CONSULTANT from any claim arising from sub-contractors work on behalf of CONSULTANT.

CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF SUNNYVALE AND ADVANCE DESIGN CONSULTANTS, INC. FOR DESIGN AND CONSTRUCTION SUPPORT SERVICES FOR ON-CALL ENGINEERING SUPPORT SERVICES

THIS AGREEMENT, dated _____, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and ADVANCE DESIGN CONSULTANTS, INC. ("CONSULTANT").

WHEREAS, CITY desires to secure professional services necessary for investigation, analysis, design, preparation of construction drawings and contract specifications, consultation, services during construction and other services for a project known as On-Call Engineering Support Services; and

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

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONSULTANT

CONSULTANT shall provide services in accordance with Exhibit "A" entitled “Scope of Work.” All exhibits referenced in this Agreement are attached hereto and are incorporated herein by reference. To accomplish that end, CONSULTANT agrees to assign Lorenzo Rios Jr., P.E. 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. Project Schedule

The Project Schedule is set forth in the attached Exhibit “A-1.”

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. In no event shall the total amount of compensation payable under this agreement exceed the sum of Two Hundred Thousand and No/100 Dollars ($200,000) 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.

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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

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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.

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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.

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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. In no event shall the cost to defend charged to the design professional exceed the design professional's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs. Such defense and indemnification shall not apply in any instance of and to the extent caused by the sole negligence, recklessness or willful misconduct of CITY, its officers, employees, agents or representatives.

15. Insurance Requirements

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

16. No Third Party Beneficiary

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

17. Notices

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

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by email or fax, to accomplish timely communication. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three business days after mailing.

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

To CONSULTANT: ADVANCE DESIGN CONSULTANTS, INC.
Attn: Lorenzo Rios Jr., P.E. – Vice President
998 Park Avenue
San Jose, CA 95126

18. Waiver

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

19. Amendments

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

20. Integrated Agreement

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

21. Conflict of Interest

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

22. Governing Law, Jurisdiction and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions will be exclusively vested in a state court in the County of Santa Clara. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara, and waive all venue objections.

23. Records, Reports and Documentation

CONSULTANT shall maintain complete and accurate records of its operation, including any and all additional records required by CITY in writing. CONSULTANT shall submit to CITY any and all reports concerning its performance under this Agreement that may be requested by CITY in

writing. CONSULTANT agrees to assist CITY in meeting CITY's reporting requirements to the state and other agencies with respect to CONSULTANT's work hereunder. All records, reports and documentation relating to the work performed under this Agreement shall be made available to City during the term of this Agreement.

24. Termination of Agreement

A. If CONSULTANT defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be compensated in proportion to the percentage of satisfactory services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONSULTANT shall present CITY with any work product completed at that point in time.

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

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

25. Subcontracting

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

26. Fair Employment

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

27. Changes

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

28. Other Agreements

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

29. Severability Clause.

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

30. Captions

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

31. Entire Agreement; Amendment

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

32. Miscellaneous

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

By_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF SUNNYVALE ("CITY")

By_____
City Manager

{CONSULTANT'S NAME}
("CONSULTANT")

By_____

_____
Name/Title

By_____

_____
Name/Title

Exhibit A
Detailed Scope of Work

Typical services to be provided may include the following related to electrical engineering design:

1. Assign a lead engineer that works independently and supervises engineers utilized to complete work in an efficient and expeditious manner.

2. Perform initial design assessments, alternatives analysis, utility conflict analysis, and preliminary design services. Investigate existing conditions, review records and engineering data.

3. Manage municipal public works MEP projects from the preliminary design stages through the completion of construction. Attend meetings, prepare minutes and other forms of correspondence, perform plan checking, prepare and review specifications and contract documents, coordinate with project stakeholders and outside agencies, perform constructability reviews, manage the bidding and project award process, provide design support during construction in the form of responses to Requests for Information (RFIs), evaluation of submittals, and review of progress payments.

4. Process plans and specifications through other agencies for review and approvals corresponding to special funding programs and/or permits.

5. Participate in the technical review and updating of engineering standard plans, details, specifications best practices and/or standard policies.

6. Draft grant applications.

7. Provide outreach support through the production of staff reports, exhibits, drawings, power point presentations, etc.

8. Perform other engineering design-related duties as required.

Exhibit B
Compensation Schedule

Effective January 1st Through December 31", 2019

Item	Discipline	Billing Rate
0001	Principal/Senior Manager	$240.00
0002	Project Manager	$180.00
0003	Cost Estimator	$160.00
0004	Architect	$200.00
0005	Architect-Designer	$165.00
0006	Structural Engineer	$190.00
0007	Structural Designer	$165.00
0008	Mechanical Engineer	$175.00
0009	Mechanical Designer	$140.00
0010	Electrical Engineer	$175.00
0011	Electrical Designer	$140.00
0012	Civil Engineer	$180.00
0013	Geotechnical Engineer	$175.00
0014	Drafter	$100.00
0015	Spec Writer	$115.00
0016	Clerical	$75.00

These hourly rates are based on personnel salaries, overhead, mark-up, and profit.

Reimbursable expenses shall be billed at cost and the maximum markup on each subconsultant shall be 5%.
Mileage shall be billed at the IRS Standard Mileage Rate.

INSURANCE REQUIREMENTS FOR CONSULTANTS/CONTRACTORS

Consultant/Contractor 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**: $2,000,000 per occurrence and $4,000,000 aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form CG 0001 or equivalent is required.

2. **Automobile Liability**: $1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 or equivalent is required.

3. **Workers' Compensation** Statutory Limits and **Employer's Liability**: $1,000,000 per accident for bodily injury or disease.

Industry Specific Coverages. If checked below, the following insurance is also required:

- ✓ Professional Liability Insurance in the minimum amount of $2,000,000 per occurrence.
- ☐ If working directly with children, the Certificate of Insurance must include coverage for molestation and sexual abuse in the minimum amount of $1,000,000 per occurrence and $2,000,000 aggregate. In the event that Abuse & Molestation Liability coverage is provided via a Claims Made Policy, the coverage shall include a minimum of a five year extended reporting clause.
- ☐ Pollution Liability Insurance in the minimum amount of $1,000,000 per occurrence
- ☐ MCS-90 Endorsement to Business Automobile insurance for transportation of hazardous materials and pollutants
- ☐ Builder's Risk / Course of Construction Insurance in the minimum amount of $_____.

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 (and if applicable, pollution liability, sexual abuse and molestation, and builder's risk policies) shall contain, or be endorsed to contain, the following provisions:

1. The City of Sunnyvale, its officials, employees, agents and volunteers are to be covered as additional insureds with respects to liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, employees, agents or volunteers.

2. For any claims related to this project, the Consultant's insurance shall be primary. Any insurance or self-insurance maintained by the City of Sunnyvale, its officers, officials, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Sunnyvale, its officers, officials, employees, agents or volunteers.

4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

6. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the CONSULTANT'S policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

Acceptability of Insurers

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

Verification of Coverage

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

Subcontractors

CONSULTANT shall require all subcontractors to procure and maintain insurance policies subject to these requirements. Failure of CONSULTANT to verify existence of sub-contractor's insurance shall not relieve CONSULTANT from any claim arising from sub-contractors work on behalf of CONSULTANT.

CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF SUNNYVALE AND SALAS O'BRIEN FOR DESIGN AND CONSTRUCTION SUPPORT SERVICES FOR ON-CALL ENGINEERING SUPPORT SERVICES

THIS AGREEMENT, dated _____, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and SALAS O'BRIEN ("CONSULTANT").

WHEREAS, CITY desires to secure professional services necessary for investigation, analysis, design, preparation of construction drawings and contract specifications, consultation, services during construction and other services for a project known as On-Call Engineering Support Services; and

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

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONSULTANT

CONSULTANT shall provide services in accordance with Exhibit "A" entitled "Scope of Work." All exhibits referenced in this Agreement are attached hereto and are incorporated herein by reference. To accomplish that end, CONSULTANT agrees to assign John Salas, PE 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. Project Schedule

The Project Schedule is set forth in the attached Exhibit "A-1."

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. In no event shall the total amount of compensation payable under this agreement exceed the sum of Two Hundred Thousand and No/100 Dollars ($200,000) 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. In no event shall the cost to defend charged to the design professional exceed the design professional's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs. Such defense and indemnification shall not apply in any instance of and to the extent caused by the sole negligence, recklessness or willful misconduct of CITY, its officers, employees, agents or representatives.

15. Insurance Requirements

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

16. No Third Party Beneficiary

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

17. Notices

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

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

To CONSULTANT: SALAS O'BRIEN
Attn: John Salas, PE, LEED AP – Principal-in-Charge
305 South 11th Street
San Jose, CA 95112

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.

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

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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.

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IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

By_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF SUNNYVALE ("CITY")

By_____
City Manager

SALAS O'BRIEN
("CONSULTANT")

By_____

_____
Name/Title

By_____

_____
Name/Title

Exhibit A
Detailed Scope of Work

Typical services to be provided may include the following related to electrical engineering design:

1. Assign a lead engineer that works independently and supervises engineers utilized to complete work in an efficient and expeditious manner.

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3. Manage municipal public works MEP projects from the preliminary design stages through the completion of construction. Attend meetings, prepare minutes and other forms of correspondence, perform plan checking, prepare and review specifications and contract documents, coordinate with project stakeholders and outside agencies, perform constructability reviews, manage the bidding and project award process, provide design support during construction in the form of responses to Requests for Information (RFIs), evaluation of submittals, and review of progress payments.

4. Process plans and specifications through other agencies for review and approvals corresponding to special funding programs and/or permits.

5. Participate in the technical review and updating of engineering standard plans, details, specifications best practices and/or standard policies.

6. Draft grant applications.

7. Provide outreach support through the production of staff reports, exhibits, drawings, power point presentations, etc.

8. Perform other engineering design-related duties as required.

Exhibit B
Compensation Schedule

Labor Category	Rates 2019
Principal	$240
Senior Architect	$235
Vice President/Director	$220
Architect/Professional Engineer/Telecom Engineer	$180
Design Engineer/Project Engineer	$170
Construction Project Manager	$175
Design Manager/Program Manager/Drafting Manager (CADD)	$155
Program Specialist/ Coordinator/Drafter (CAD)	$125
Program/Project Assistant	$90
Court Testimony/Deposition	$510
Senior Consultant	$295
Senior Telecommunications Consultant	$290
Energy Consultant	$200
Instruction/Seminar/Training	$205

All rates are based on office to project site with a minimum of four hours for any engagement, unless otherwise arranged.

Reimbursable expenses shall be billed at cost and the maximum markup on each subconsultant shall be 5%.
Mileage shall be billed at the IRS Standard Mileage Rate.

INSURANCE REQUIREMENTS FOR CONSULTANTS/CONTRACTORS

Consultant/Contractor 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**: $2,000,000 per occurrence and $4,000,000 aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form CG 0001 or equivalent is required.

2. **Automobile Liability**: $1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 or equivalent is required.

3. **Workers' Compensation** Statutory Limits and **Employer's Liability**: $1,000,000 per accident for bodily injury or disease.

Industry Specific Coverages. If checked below, the following insurance is also required:

- ✓ Professional Liability Insurance in the minimum amount of $2,000,000 per occurrence.
- ☐ If working directly with children, the Certificate of Insurance must include coverage for molestation and sexual abuse in the minimum amount of $1,000,000 per occurrence and $2,000,000 aggregate. In the event that Abuse & Molestation Liability coverage is provided via a Claims Made Policy, the coverage shall include a minimum of a five year extended reporting clause.
- ☐ Pollution Liability Insurance in the minimum amount of $1,000,000 per occurrence
- ☐ MCS-90 Endorsement to Business Automobile insurance for transportation of hazardous materials and pollutants
- ☐ Builder's Risk / Course of Construction Insurance in the minimum amount of $_____.

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 (and if applicable, pollution liability, sexual abuse and molestation, and builder's risk policies) shall contain, or be endorsed to contain, the following provisions:

1. The City of Sunnyvale, its officials, employees, agents and volunteers are to be covered as additional insureds with respects to liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, employees, agents or volunteers.

2. For any claims related to this project, the Consultant's insurance shall be primary. Any insurance or self-insurance maintained by the City of Sunnyvale, its officers, officials, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Sunnyvale, its officers, officials, employees, agents or volunteers.

4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

6. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the CONSULTANT'S policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

Acceptability of Insurers

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

Verification of Coverage

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

Subcontractors

CONSULTANT shall require all subcontractors to procure and maintain insurance policies subject to these requirements. Failure of CONSULTANT to verify existence of sub-contractor's insurance shall not relieve CONSULTANT from any claim arising from sub-contractors work on behalf of CONSULTANT.

CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF SUNNYVALE AND KIMLEY-HORN AND ASSOCIATES, INC. FOR DESIGN AND CONSTRUCTION SUPPORT SERVICES FOR ON-CALL ENGINEERING SUPPORT SERVICES

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

WHEREAS, CITY desires to secure professional services necessary for investigation, analysis, design, preparation of construction drawings and contract specifications, consultation, services during construction and other services for a project known as On-Call Engineering Support Services; and

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

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONSULTANT

CONSULTANT shall provide services in accordance with Exhibit "A" entitled “Scope of Work.” All exhibits referenced in this Agreement are attached hereto and are incorporated herein by reference. To accomplish that end, CONSULTANT agrees to assign Parag Mehta, P.E. 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. Project Schedule

The Project Schedule is set forth in the attached Exhibit “A-1.”

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. In no event shall the total amount of compensation payable under this agreement exceed the sum of Two Hundred Thousand and No/100 Dollars ($200,000) 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, but no longer than 45 days after receipt of such invoice. 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. In no event shall the cost to defend charged to the design professional exceed the design professional's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs. Such defense and indemnification shall not apply in any instance of and to the extent caused by the sole negligence, recklessness or willful misconduct of CITY, its officers, employees, agents or representatives.

15. Insurance Requirements

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

16. No Third Party Beneficiary

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

17. Notices

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

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by email or fax, to accomplish timely communication. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of

three business days after mailing.

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

To CONSULTANT: KIMLEY-HORN AND ASSOCIATES, INC.
Attn: Parag Mehta, P.E.
4637 Chabot Drive, Suite 300
Pleasanton, CA 94588

18. Waiver

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

19. Amendments

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

20. Integrated Agreement

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

21. Conflict of Interest

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

22. Governing Law, Jurisdiction and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions will be exclusively vested in a state court in the County of Santa Clara. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara, and waive all venue objections.

23. Records, Reports and Documentation

CONSULTANT shall maintain complete and accurate records of its operation, including any and all additional records required by CITY in writing. CONSULTANT shall submit to CITY any and

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

24. Termination of Agreement

A. If CONSULTANT defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be compensated in proportion to the percentage of satisfactory services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONSULTANT shall present CITY with any work product completed at that point in time.

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

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

25. Subcontracting

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

26. Fair Employment

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

27. Changes

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

28. Other Agreements

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

29. Severability Clause.

In case any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions

which shall remain in full force and effect.

30. Captions

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

31. Entire Agreement; Amendment

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

32. Miscellaneous

Time shall be of the essence in this Agreement. Notwithstanding any other provisions of this Agreement, the Consultant shall not have liability for or be deemed in breach because of delays caused by any factor outside of its reasonable control, including but not limited to natural disasters, adverse weather, or acts of third parties, or other governmental agencies. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

By_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF SUNNYVALE ("CITY")

By_____
City Manager

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

By_____

_____
Name/Title

By_____

_____
Name/Title

Exhibit A
Detailed Scope of Work

Typical services to be provided may include the following related to electrical engineering design:

1. Assign a lead engineer that works independently and supervises engineers utilized to complete work in an efficient and expeditious manner.

2. Perform initial design assessments, alternatives analysis, utility conflict analysis, and preliminary design services. Investigate existing conditions, review records and engineering data.

3. Manage municipal public works traffic projects from the preliminary design stages through the completion of construction. Attend meetings, prepare minutes and other forms of correspondence, perform plan checking, prepare and review specifications and contract documents, coordinate with project stakeholders and outside agencies, perform constructability reviews, manage the bidding and project award process, provide design support during construction in the form of responses to Requests for Information (RFIs), evaluation of submittals, and review of progress payments.

4. Process plans and specifications through other agencies for review and approvals corresponding to special funding programs and/or permits.

5. Participate in the technical review and updating of engineering standard plans, details, specifications best practices and/or standard policies.

6. Draft grant applications.

7. Provide outreach support through the production of staff reports, exhibits, drawings, power point presentations, etc.

8. Perform other engineering design-related duties as required.

Exhibit B
Compensation Schedule

Kimley-Horn

Classification	**Billing Rate per Hour***
Support Staff	$95 to $125
Senior Support Staff	$125 to $155
Analyst I	$125 to $145
Analyst II	$140 to $165
Professional I	$170 to $190
Professional II	$185 to $210
Sr. Professional I	$225 to $280
Sr. Professional II	$260 to $305
Sr. Professional III	$275 to $350

*Rates will be escalated 5% yearly on July 1st

Other Direct Costs: Outside Printing/Reproduction, Delivery Services/USPS, Misc. Field Equipment/Supplies, and Travel Expenses will be billed at actual cost. Mileage shall be billed at the IRS Standard Mileage Rate.

GEOCON
CONSULTANTS, INC.
GEOTECHNICAL ■ ENVIRONMENTAL ■ MATERIALS

2019 SCHEDULE OF FEES

PROFESSIONAL SERVICES

Engineering Assistant/Laboratory Technician	$75/hr.
Engineering Field Technician/Special Inspector I	80/120(PW)*/hr.
Engineering Field Technician/Special Inspector II	90/130(PW)*/hr.
Engineering Field Technician/Special Inspector III	100/140(PW)*/hr.
Word Processor/Technical Editor/Draftsman	80/hr.
Research Assistant/Technical Illustrator/Senior Draftsman	90/hr.
Project Coordinator/GIS Specialist/Field Supervisor	100/hr.
Staff Engineer/Geologist/Scientist	115/hr.
Senior Staff Engineer/Geologist/Scientist	125/hr.
Project Engineer/Geologist/Scientist	135/hr.
Senior Project Engineer/Geologist/Scientist	150/hr.
Senior Engineer/Geologist/Scientist/Certified Industrial Hygienist	165/hr.
Associate Engineer/Geologist/Scientist	195/hr.
Principal Engineer/Geologist/Scientist/Litigation Support	235/hr.
Deposition or Court Appearance	400/hr.
Overtime and Saturday Rate	1.5 X Regular Hourly Rate
Sunday and Holiday Rate	2 X Regular Hourly Rate
Minimum Professional Fee	$500/Project
Minimum Field Services Fee (per day or call-out)	4 Hours

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

TRAVEL

Personnel	Regular Hourly Rate
Subsistence (Per Diem)	$175/day
Vehicle Mileage	0.75/mile

EQUIPMENT & ANALYTICAL TESTS

Nuclear Gauge	Included in Technician Hourly Rate	Level D PPE/Decon Rinse Equipment	$50/day
Pick-up Truck	$125/day	pH/Conductivity/Temperature Meter	50/day
Equipment Truck	200/day	55-gallon drum	65/ea.
Direct-Push Rig/Operator	170/210(PW)*/hr	TPHg/BTEX (EPA 8015M/8021B)	70/ea.
Direct-Push Sample Liner	10/ea.	TPHg/BTEX/MTBE (EPA 8015M/8260B)	100/ea.
Equipment Trailer	100/day	TPHd/TPHmo (EPA 8015M)	75/ea.
Wenner 4-Pin Earth Resistivity Meter	150/day	Fuel Oxygenate Compounds (EPA 8260B)	110/ea.
Coring Machine (concrete, asphalt, masonry)	175/day	Volatile Organic Compounds (EPA 8260B)	150/ea.
Dynamic Cone Penetrometer	200/day	Semi-Volatile Organic Compounds (EPA 8270)	300/ea.
Dilatometer (DMT) Test Equipment	800/day	CAM 17 Metals (EPA 6010B)	170/ea.
Generator or Air Compressor	100/day	Single Metal (EPA 6010B)	20/ea.
GPS Unit	160/day	Pesticides (EPA 8081)	125/ea.
Drive-Tube Sampler or Hand-Auger	40/day	Soil pH (EPA 9045C)	20/ea.
Soil Sample Tube (Brass or Stainless)	10/ea.	WET or TCLP Extraction	75/ea.
Water Level Indicator	40/day	Sample Compositing	20/composite
Battery-Powered Pump	75/day	48-hour Turnaround Time	60% surcharge
Photo-Ionization Meter	125/day	24-hour Turnaround Time	100% surcharge

LABORATORY TESTS

COMPACTION CURVES		SOIL AND AGGREGATE STABILITY	
4-inch mold (D1557/D698)	$225/ea.	Resistance Value, R-Value (D2844/CAL301)	$300/ea.
6-inch mold (D1557/D698)	225/ea.	R-Value, Treated (CAL301)	325/ea.
California Impact (CAL216)	225/ea.	California Bearing Ratio (D1883)	175/pt.
Check Point	100/ea.	Stabilization Ability of Lime (C977)	180/ea.

6671 Brisa Street ■ Livermore, California 94550 ■ Tel (925) 371-5900 ■ Fax (925) 371-5915

SOIL AND AGGREGATE PROPERTIES

#200 Wash (D1140/C117)	$75/ea.
Wet Sieve Analysis to #200 (D422/CAL202)	115/ea.
Dry Sieve Analysis, 1.5"+ Aggregate (D6913)	350/ea.
Hydrometer Analysis (D422)	165/ea.
Sieve Analysis with Hydrometer (D422)	200/ea.
Specific Gravity, Soil (D854)	85/ea.
Specific Gravity Coarse Aggregate (C127)	60/ea.
Specific Gravity Fine Aggregate (C128)	75/ea.
Moisture Determination, tube sample (D2216)	$20/ea.
Moisture Determination and Unit Weight (D2937)	40/ea.
Atterberg Limits: Plasticity Index (D4318)	200/ea.
Sand Equivalent (D2419/CAL217)	100/ea.
pH and Resistivity (CAL643)	120/ea.
Sulfate Content (CAL417)	90/ea.
Chloride Content (CAL422)	50/ea.
Organic Content (D2974)	60/ea.
Cut/Extract Shelby Tube	100/ea.

SHEAR STRENGTH

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

PERMEABILITY, CONSOLIDATION AND EXPANSION

Permeability, Flexible Wall (D5084)	$300/ea.
Permeability, Rigid Wall (D5856)	290/ea.
Consolidation (D2435)	50/pt.
Expansion Index (D4829/UBC 29-2)	225/ea.
Swell/Collapse (D4546)	150/pt.

AGGREGATE QUALITY

Sieve Analysis to #200 (C136)	$115/ea.
L.A. Rattler Test (500 rev.) (C131)	200/ea.
Durability Index (D3744/CAL229)	165/ea.
Fine Aggregate Angularity (CAL 234)	125/ea.
Flat and Elongated Particles (D4791/CAL 235)	150/ea.
Percent Crushed Particles (CAL205)	150/ea.

CONCRETE / MASONRY / REINFORCING STEEL

Compressive Strength, Cast Cylinders (C39)	$30/ea.
Compressive Strength, Cores (C42)	60/ea.
Flexural Strength Beam (C78/C293)	80/ea.
Splitting Tensile Test (C496)	80/ea.
Mix Design Review	350/ea.
Trial Batch	475/ea.
Rebar Tensile / Bend (up to #11/#11 and Larger)	200/250/ea.
CMU Compressive Strength (C140)	75/ea.
Compressive Strength, Grout (C1019/UBC 21-19)	30/ea.
Compressive Strength, Mortar (C109/UBC 21-15,16)	30/ea.
CMU Unit Wt., Dimen., Absorption (C140)	75/ea.
Compressive Strength, Masonry Prism (C1314)	250/ea.

HOT MIX ASPHALT

Density, Hveem (D2726/CAL308)	$100/pt.
Stabilometer Value (D1560/CAL366)	200/pt.
Theoretical Max. Specific Gravity (D2041/CAL309)	175/ea.
Ignition/Sieve Analysis (C136/CAL202)	215/ea.
HMA Core Unit Weight (D1188/CAL308)	60/ea.
% Asphalt, Ignition Method (D6307/CAL382)	100/ea.
% Asphalt, Ignition Calibration (D6307/CAL382)	250/ea.
% Voids (CAL 367)	275/ea.

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

TERMS AND CONDITIONS

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

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

6671 Brisa Street ■ Livermore, California 94550 ■ Tel (925) 371-5900 ■ Fax (925) 371-5915

CITY OF SUNNYVALE
ON-CALL LAND SURVEYING SERVICES

Effective March 21, 2019 through February 28, 2020

SURVEY AND MAPPING RATE SHEET

Hourly Rates

Labor Description	Hourly Rate
Principal	$225.00
Survey Project Manager	$180.00
Project Surveyor	$160.00
Survey Analyst	$140.00
Survey Technician	$130.00
Project Coordinator/Clerical	$ 85.00
Field Survey Rates by Prevailing Wage Classification*	
1-Person Survey Crew	$180.00
2-Person Survey Crew	$255.00
3-Person Survey Crew	$340.00
Unmanned Aerial Survey (UAS) Licensed Pilot with Drone	$180.00

**1-, 2-, and 3-Person Survey Crews are inclusive of survey vehicles, conventional and GPS survey equipment, and associated survey tools, safety equipment, etc.*

MINIMUM HOURLY CHARGE *(PREVAILING WAGE ONLY)*

Office classifications will be billed based on the hours worked, no minimum hourly charge. Field classifications will be billed on an hourly basis with a minimum of 4, 6 and 8 hours in accordance with prevailing wage requirements.

ESCALATION

Rates for all wage classification shown remain in effect through February 28, 2020. Rate for prevailing wage classifications shall escalate per IUOE Local 3 Master Survey Agreement. All other rates shall escalate not less than 3% annually.

OVERTIME

Straight time will be billed for all work performed on-site up to 8-hours each day, Monday through Friday. Overtime will begin after 8-hours Monday through Friday and Saturdays. Double time will begin after 12-hours or on Sundays and Holidays. Overtime and double time will be performed at the request of the client and will be pre-approved by the client. The overtime/double labor rates will include:

Overtime (On-Site over 8-hours Mon-Fri and Sat)	1.5 times the hourly base rate
Sundays and Holidays	2.0 times the hourly base rate

OTHER DIRECT COSTS

1. Reimbursable costs including but not limited to delivery or messenger charges, additional reprographic costs (beyond the scope of the contract), utility agency research fees, permits, title company fees, etc. shall be billed at cost.
2. Mileage will be billed at the approved IRS rate.
3. Subconsultant fees shall be billed at cost.
4. Costs related to specialty survey equipment, if needed, will be discussed and negotiated prior to use.
5. Expenses for any special equipment and/or requests shall be at the approval of the City.

GUIDA SURVEYING INC.

INSURANCE REQUIREMENTS FOR CONSULTANTS/CONTRACTORS

Consultant/Contractor 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**: $2,000,000 per occurrence and $4,000,000 aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form CG 0001 or equivalent is required.

2. **Automobile Liability**: $1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 or equivalent is required.

3. **Workers' Compensation** Statutory Limits and **Employer's Liability**: $1,000,000 per accident for bodily injury or disease.

Industry Specific Coverages. If checked below, the following insurance is also required:

- ✓ Professional Liability Insurance in the minimum amount of $2,000,000 per occurrence.
- ☐ If working directly with children, the Certificate of Insurance must include coverage for molestation and sexual abuse in the minimum amount of $1,000,000 per occurrence and $2,000,000 aggregate. In the event that Abuse & Molestation Liability coverage is provided via a Claims Made Policy, the coverage shall include a minimum of a five year extended reporting clause.
- ☐ Pollution Liability Insurance in the minimum amount of $1,000,000 per occurrence
- ☐ MCS-90 Endorsement to Business Automobile insurance for transportation of hazardous materials and pollutants
- ☐ Builder's Risk / Course of Construction Insurance in the minimum amount of $_____.

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 (and if applicable, pollution liability, sexual abuse and molestation, and builder's risk policies) shall contain, or be endorsed to contain, the following provisions:

1. The City of Sunnyvale, its officials, employees, agents and volunteers are to be covered as additional insureds with respects to liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, employees, agents or volunteers.

2. For any claims related to this project, the Consultant's insurance shall be primary. Any insurance or self-insurance maintained by the City of Sunnyvale, its officers, officials, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Sunnyvale, its officers, officials, employees, agents or volunteers.

4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

6. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the CONSULTANT'S policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

Acceptability of Insurers

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

Verification of Coverage

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

Subcontractors

CONSULTANT shall require all subcontractors to procure and maintain insurance policies subject to these requirements. Failure of CONSULTANT to verify existence of sub-contractor's insurance shall not relieve CONSULTANT from any claim arising from sub-contractors work on behalf of CONSULTANT.

CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF SUNNYVALE AND TJKM TRANSPORTATION CONSULTANTS FOR DESIGN AND CONSTRUCTION SUPPORT SERVICES FOR ON-CALL ENGINEERING SUPPORT SERVICES

THIS AGREEMENT, dated _____, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and TJKM TRANSPORTATION CONSULTANTS ("CONSULTANT").

WHEREAS, CITY desires to secure professional services necessary for investigation, analysis, design, preparation of construction drawings and contract specifications, consultation, services during construction and other services for a project known as On-Call Engineering Support Services; and

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

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONSULTANT

CONSULTANT shall provide services in accordance with Exhibit "A" entitled “Scope of Work.” All exhibits referenced in this Agreement are attached hereto and are incorporated herein by reference. To accomplish that end, CONSULTANT agrees to assign Atul Patel, TE, PTOE 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. Project Schedule

The Project Schedule is set forth in the attached Exhibit “A-1.”

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. In no event shall the total amount of compensation payable under this agreement exceed the sum of Two Hundred Thousand and No/100 Dollars ($200,000) 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. In no event shall the cost to defend charged to the design professional exceed the design professional's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs. Such defense and indemnification shall not apply in any instance of and to the extent caused by the sole negligence, recklessness or willful misconduct of CITY, its officers, employees, agents or representatives.

15. Insurance Requirements

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

16. No Third Party Beneficiary

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

17. Notices

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

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by email or fax, to accomplish timely communication. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three business days after mailing.

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

To CONSULTANT: TJKM TRANSPORTATION CONSULTANTS
Attn: Atul Patel, TE, PTOE
4305 Hacienda Drive, Suite 550
Pleasanton, CA 94588

18. Waiver

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

19. Amendments

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

20. Integrated Agreement

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

21. Conflict of Interest

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

22. Governing Law, Jurisdiction and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions will be exclusively vested in a state court in the County of Santa Clara. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara, and waive all venue objections.

23. Records, Reports and Documentation

CONSULTANT shall maintain complete and accurate records of its operation, including any and all additional records required by CITY in writing. CONSULTANT shall submit to CITY any and all reports concerning its performance under this Agreement that may be requested by CITY in

writing. CONSULTANT agrees to assist CITY in meeting CITY's reporting requirements to the state and other agencies with respect to CONSULTANT's work hereunder. All records, reports and documentation relating to the work performed under this Agreement shall be made available to City during the term of this Agreement.

24. Termination of Agreement

A. If CONSULTANT defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be compensated in proportion to the percentage of satisfactory services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONSULTANT shall present CITY with any work product completed at that point in time.

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

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

25. Subcontracting

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

26. Fair Employment

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

27. Changes

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

28. Other Agreements

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

29. Severability Clause.

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

30. Captions

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

31. Entire Agreement; Amendment

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

32. Miscellaneous

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

By_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF SUNNYVALE ("CITY")

By_____
City Manager

TJKM TRANSPORTATION CONSULTANTS
("CONSULTANT")

By_____

_____
Name/Title

By_____

_____
Name/Title

Exhibit A
Detailed Scope of Work

Typical services to be provided may include the following related to electrical engineering design:

1. Assign a lead engineer that works independently and supervises engineers utilized to complete work in an efficient and expeditious manner.

2. Perform initial design assessments, alternatives analysis, utility conflict analysis, and preliminary design services. Investigate existing conditions, review records and engineering data.

3. Manage municipal public works traffic projects from the preliminary design stages through the completion of construction. Attend meetings, prepare minutes and other forms of correspondence, perform plan checking, prepare and review specifications and contract documents, coordinate with project stakeholders and outside agencies, perform constructability reviews, manage the bidding and project award process, provide design support during construction in the form of responses to Requests for Information (RFIs), evaluation of submittals, and review of progress payments.

4. Process plans and specifications through other agencies for review and approvals corresponding to special funding programs and/or permits.

5. Participate in the technical review and updating of engineering standard plans, details, specifications best practices and/or standard policies.

6. Draft grant applications.

7. Provide outreach support through the production of staff reports, exhibits, drawings, power point presentations, etc.

8. Perform other engineering design-related duties as required.

Exhibit B
Compensation Schedule

TJKM Billing Rates	2019	2020	2021	2022	2023
Principal	$250	$258	$265	$273	$281
Director	$230	$237	$244	$251	$259
Senior Project Manager	$210	$216	$223	$229	$236
Project Manager	$180	$185	$191	$197	$203
Senior Transportation Engineer	$165	$170	$175	$180	$186
Transportation Engineer	$145	$149	$154	$158	$163
Assistant Transportation Engineer	$125	$129	$133	$137	$141
Transportation Planner	$120	$124	$127	$131	$135
Assistant Transportation Planner	$115	$118	$122	$126	$129
Graphics Designer	$110	$113	$117	$120	$124
Designer	$100	$103	$106	$109	$113
Technical Staff II	$90	$93	$95	$98	$101
Administrative Staff	$80	$82	$85	$87	$90
Production Staff	$55	$57	$58	$60	$62

Other Direct Costs

Plotting (per sheet) = $18

Reimbursable expenses shall be billed at cost and the maximum markup on each subconsultant shall be 5%. Mileage shall be billed at the IRS Standard Mileage Rate.
Expert Witness charges available upon request.

INSURANCE REQUIREMENTS FOR CONSULTANTS/CONTRACTORS

Consultant/Contractor 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**: $2,000,000 per occurrence and $4,000,000 aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form CG 0001 or equivalent is required.

2. **Automobile Liability**: $1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 or equivalent is required.

3. **Workers' Compensation** Statutory Limits and **Employer's Liability**: $1,000,000 per accident for bodily injury or disease.

Industry Specific Coverages. If checked below, the following insurance is also required:

- ✓ Professional Liability Insurance in the minimum amount of $2,000,000 per occurrence.
- ☐ If working directly with children, the Certificate of Insurance must include coverage for molestation and sexual abuse in the minimum amount of $1,000,000 per occurrence and $2,000,000 aggregate. In the event that Abuse & Molestation Liability coverage is provided via a Claims Made Policy, the coverage shall include a minimum of a five year extended reporting clause.
- ☐ Pollution Liability Insurance in the minimum amount of $1,000,000 per occurrence
- ☐ MCS-90 Endorsement to Business Automobile insurance for transportation of hazardous materials and pollutants
- ☐ Builder's Risk / Course of Construction Insurance in the minimum amount of $_____.

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 (and if applicable, pollution liability, sexual abuse and molestation, and builder's risk policies) shall contain, or be endorsed to contain, the following provisions:

1. The City of Sunnyvale, its officials, employees, agents and volunteers are to be covered as additional insureds with respects to liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, employees, agents or volunteers.

2. For any claims related to this project, the Consultant's insurance shall be primary. Any insurance or self-insurance maintained by the City of Sunnyvale, its officers, officials, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Sunnyvale, its officers, officials, employees, agents or volunteers.

4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

6. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the CONSULTANT'S policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

Acceptability of Insurers

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

Verification of Coverage

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

Subcontractors

CONSULTANT shall require all subcontractors to procure and maintain insurance policies subject to these requirements. Failure of CONSULTANT to verify existence of sub-contractor's insurance shall not relieve CONSULTANT from any claim arising from sub-contractors work on behalf of CONSULTANT.

CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF SUNNYVALE AND SCHAAF & WHEELER FOR DESIGN AND CONSTRUCTION SUPPORT SERVICES FOR ON-CALL ENGINEERING SUPPORT SERVICES

THIS AGREEMENT, dated _____, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and SCHAAF & WHEELER ("CONSULTANT").

WHEREAS, CITY desires to secure professional services necessary for utility engineering design services and other services for a project known as On-Call Engineering Support Services; and

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

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONSULTANT

CONSULTANT shall provide services in accordance with Exhibit "A" entitled “Scope of Work.” All exhibits referenced in this Agreement are attached hereto and are incorporated herein by reference. To accomplish that end, CONSULTANT agrees to assign Leif M. Coponen, PE 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 three (3) years from the execution date, unless otherwise terminated. CONSULTANT shall deliver the agreed upon services to CITY as specified in Exhibit "A". Extensions of time may be granted by the City Manager upon a showing of good cause.

4. Payment of Fees and Expenses

Payments shall be made to CONSULTANT 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. In no event shall the total amount of compensation payable under this agreement exceed the sum of Five Hundred Thousand and No/100 Dollars ($500,000) 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. <u>No Assignment of Agreement</u>

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. <u>Consultant is an Independent Contractor</u>

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. <u>Consultant's Services to be Approved by a Registered Professional</u>

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. <u>Standard of Workmanship</u>

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. In no event shall the cost to defend charged to the design professional exceed the design professional's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs. Such defense and indemnification shall not apply in any instance of and to the extent caused by the sole negligence, recklessness or willful misconduct of CITY, its officers, employees, agents or representatives.

15. Insurance Requirements

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

16. No Third Party Beneficiary

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

17. Notices

All notices required by this Agreement, other than invoices for payment which shall be sent

directly to Accounts Payable, shall be in writing, and sent by first class with postage prepaid, or sent by commercial courier, to address below.

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by email or fax, to accomplish timely communication. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three business days after mailing.

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

To CONSULTANT: Schaaf & Wheeler
Attn: Leif M. Coponen, PE – Project Manager
1171 Homestead Rd., Ste. 255
Santa Clara, CA 95050

18. Waiver

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

19. Amendments

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

20. Integrated Agreement

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

21. Conflict of Interest

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

22. Governing Law, Jurisdiction and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions will be exclusively vested in a state court in the County of Santa Clara. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara, and

waive all venue objections.

23. Records, Reports and Documentation

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

24. Termination of Agreement

A. If CONSULTANT defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be compensated in proportion to the percentage of satisfactory services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONSULTANT shall present CITY with any work product completed at that point in time.

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

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

25. Subcontracting

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

26. Fair Employment

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

27. Changes

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

28. Other Agreements

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

others.

29. Severability Clause.

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

30. Captions

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

31. Entire Agreement; Amendment

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

32. Miscellaneous

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

By_____
City Clerk

CITY OF SUNNYVALE ("CITY")

By_____
City Manager

SCHAAF & WHEELER
("CONSULTANT")

By_____

_____
Name/Title

By_____

_____
Name/Title

APPROVED AS TO FORM:

_____
City Attorney

Exhibit A
Detailed Scope of Work

Typical services to be provided may include the following related to electrical engineering design:

1. Assign a lead engineer that works independently and supervises engineers utilized to complete work in an efficient and expeditious manner.

2. Perform initial design assessments, alternatives analysis, utility conflict analysis, and preliminary design services. Investigate existing conditions, review records and engineering data.

3. Manage municipal public works utility projects from the preliminary design stages through the completion of construction. Attend meetings, prepare minutes and other forms of correspondence, perform plan checking, prepare and review specifications and contract documents, coordinate with project stakeholders and outside agencies, perform constructability reviews, manage the bidding and project award process, provide design support during construction in the form of responses to Requests for Information (RFIs), evaluation of submittals, and review of progress payments.

4. Process plans and specifications through other agencies for review and approvals corresponding to special funding programs and/or permits.

5. Participate in the technical review and updating of engineering standard plans, details, specifications best practices and/or standard policies.

6. Draft grant applications.

7. Provide outreach support through the production of staff reports, exhibits, drawings, power point presentations, etc.

8. Perform other engineering design-related duties as required.

Exhibit B
Compensation Schedule

Personnel Charges

Charges for personnel engaged in professional and/or technical work are based on the actual hours directly chargeable to the project.

Current rates by classification are listed below:

Classification	Rate/Hr	Classification	Rate/Hr
Principal Project Manager	$235	Construction Manager	$225
Senior Project Manager	$225	Senior Resident Engineer	$200
Senior Engineer	$210	Senior Scientist	$200
Associate Engineer	$190	Resident Engineer	$180
Assistant Engineer	$170	Assistant Resident Engineer	$165
Junior Engineer	$160		
Designer	$150		
GIS Analyst	$145		
Technician	$145		
Engineering Trainee	$115		

Litigation Charges

Work done in preparation for litigation and other very high level-of-expertise assignments is charged at $325 per hour. Court or deposition time as an expert witness is charged at $430 per hour.

Materials and Services

Reimbursable expenses shall be billed at cost and the maximum markup on each subconsultant shall be 5%. Mileage shall be billed at the IRS Standard Mileage Rate.
These rates are subject to revision semi-annually.

INSURANCE REQUIREMENTS FOR CONSULTANTS/CONTRACTORS

Consultant/Contractor 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**: $2,000,000 per occurrence and $4,000,000 aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form CG 0001 or equivalent is required.

2. **Automobile Liability**: $1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 or equivalent is required.

3. **Workers' Compensation** Statutory Limits and **Employer's Liability**: $1,000,000 per accident for bodily injury or disease.

Industry Specific Coverages. If checked below, the following insurance is also required:

- ✓ Professional Liability Insurance in the minimum amount of $2,000,000 per occurrence.
- ☐ If working directly with children, the Certificate of Insurance must include coverage for molestation and sexual abuse in the minimum amount of $1,000,000 per occurrence and $2,000,000 aggregate. In the event that Abuse & Molestation Liability coverage is provided via a Claims Made Policy, the coverage shall include a minimum of a five year extended reporting clause.
- ☐ Pollution Liability Insurance in the minimum amount of $1,000,000 per occurrence
- ☐ MCS-90 Endorsement to Business Automobile insurance for transportation of hazardous materials and pollutants
- ☐ Builder's Risk / Course of Construction Insurance in the minimum amount of $_____.

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 (and if applicable, pollution liability, sexual abuse and molestation, and builder's risk policies) shall contain, or be endorsed to contain, the following provisions:

1. The City of Sunnyvale, its officials, employees, agents and volunteers are to be covered as additional insureds with respects to liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, employees, agents or volunteers.

2. For any claims related to this project, the Consultant's insurance shall be primary. Any insurance or self-insurance maintained by the City of Sunnyvale, its officers, officials, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Sunnyvale, its officers, officials, employees, agents or

volunteers.

4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

6. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the CONSULTANT'S policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

Acceptability of Insurers

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

Verification of Coverage

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

Subcontractors

CONSULTANT shall require all subcontractors to procure and maintain insurance policies subject to these requirements. Failure of CONSULTANT to verify existence of sub-contractor's insurance shall not relieve CONSULTANT from any claim arising from sub-contractors work on behalf of CONSULTANT.

City of Sunnyvale

Agenda Item

19-0532 **Agenda Date:** 6/11/2019

REPORT TO COUNCIL

SUBJECT
Award of Contract to TJKM Transportation Consultants for East Sunnyvale Sense of Place Project (F19-099)

REPORT IN BRIEF
Approval is requested to award a contract to TJKM Transportation Consultants (TJKM) of Pleasanton, in an amount not to exceed $686,310 ($487,866 for base services and $198,444 for optional services), for professional design services associated with the East Sunnyvale Sense of Place Project. Approval is also requested for a 10% contingency in the amount of $68,631.

EXISTING POLICY
Pursuant to Chapter 2.08 of the Sunnyvale Municipal Code, contracts for this type of service are awarded pursuant to a Request for Proposals (RFP) best value process, unless otherwise exempt from the competitive bidding process. Additionally, City Council approval is required for the procurement of goods and/or services exceeding $100,000 in any one transaction.

ENVIRONMENTAL REVIEW
This 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.

The construction of the project will require CEQA review prior to commencement; the appropriate level will be determined during the design process.

BACKGROUND AND DISCUSSION
The East Sunnyvale Area Transportation Improvements project includes improvements in the East Sunnyvale Area Sense of Place (south of Highway 101 and west of Lawrence Expressway). All improvements are located in the East Sunnyvale Area as defined in the plan and include reduced curb radii at the intersection of Wolfe/Stewart, bicycle lanes and enhancements, transit stop upgrades, crosswalk installation and enhancements, ADA compliant curb ramps, and bike box signal modifications. The project is necessary to advance the goals of the East Sunnyvale Area Sense of Place Plan and will encourage re-development as described in the plan. Many of the improvements included will require routine maintenance, which is not covered by the grant funding and is identified in the current budget as $80,000 every five years. This project will be required to coordinate with in-process nearby development projects that are required through conditions of approval to install some of the improvements identified in the plan.

A Request for Proposal (RFP) was posted on the Demandstar public procurement network on January 25, 2019 and ten firms requested the RFP documents. A sole proposal was received on February 20, 2019 from TJKM. A team consisting of staff from the Public Works Department evaluated the proposal based on qualifications and experience with similar projects and project approach. The evaluation team agreed that TJKM offers value to the City due to their experience with similar projects, qualified project team, familiarity with the City, and strong project work plan and approach.

TJKM initially proposed base pricing in the amount of $497,999, which was subsequently negotiated to $487,866 without a reduction in work scope. Optional services in the amount of $198,444 are also included for additional potholing, a conditional record of survey, an environmental clearance report, and midblock crosswalk designs.

FISCAL IMPACT

The contract consists of base services in the amount of $487,866, optional services in the amount of $198,444, and a 10% contingency in the amount of $68,631, for a total of $754,941. Funding is available in Project 832920 - East Sunnyvale Area Transportation Improvements.

Funding Source

Project 832920 - East Sunnyvale Area Transportation Improvements is funded by a Santa Clara Valley Transportation Authority OBAG2 (One Bay Area Grant - Cycle 2) grant with matching funds provided by Sense of Place and Transportation Impact Fees.

PUBLIC CONTACT

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

RECOMMENDATION

Take the following actions:

- Make a finding of California Environmental Quality Act (CEQA) categorical exemption pursuant to CEQA Guidelines Section 15378(a)
- Award a contract in substantially the same form as Attachment 1 to the report in the amount of $686,310 to TJKM Transportation Consultants
- Authorize the City Manager to execute the contract when all necessary conditions have been met
- Approve a 10% contingency in the amount of $68,631

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 TJKM TRANSPORTATION CONSULTANTS FOR DESIGN AND CONSTRUCTION SUPPORT SERVICES FOR EAST SUNNYVALE AREA SENSE OF PLACE PROJECT

THIS AGREEMENT, dated _____, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and TJKM TRANSPORTATION CONSULTANTS ("CONSULTANT").

WHEREAS, CITY desires to secure professional services necessary for investigation, analysis, design, preparation of construction drawings and contract specifications, consultation, services during construction and other services for a project known as East Sunnyvale Area Sense of Place; and

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

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONSULTANT

CONSULTANT shall provide services in accordance with Exhibit "A" entitled “Scope of Work.” All exhibits referenced in this Agreement are attached hereto and are incorporated herein by reference. To accomplish that end, CONSULTANT agrees to assign Ruta Jariwala, PE, TE 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. Project Schedule

The Project Schedule is set forth in the attached Exhibit “A-1.”

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. In no event shall the total amount of compensation payable under this agreement exceed the sum of Six Hundred Eighty Six Thousand Three Hundred Ten and No/100 Dollars ($686,310) 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. In no event shall the cost to defend charged to the design professional exceed the design professional's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs. Such defense and indemnification shall not apply in any instance of and to the extent caused by the sole negligence, recklessness or willful misconduct of CITY, its officers, employees, agents or representatives.

15. Insurance Requirements

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

16. No Third Party Beneficiary

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

17. Notices

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

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by email or fax, to accomplish timely communication. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three business days after mailing.

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

To CONSULTANT: TJKM TRANSPORTATION CONSULTANTS
Attn: Ruta Jariwala, PE, TE
4305 Hacienda Drive, Suite 550
Pleasanton, CA 94588

18. Waiver

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

19. Amendments

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

20. Integrated Agreement

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

21. Conflict of Interest

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

22. Governing Law, Jurisdiction and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions will be exclusively vested in a state court in the County of Santa Clara. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara, and waive all venue objections.

23. Records, Reports and Documentation

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

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

24. Termination of Agreement

A. If CONSULTANT defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be compensated in proportion to the percentage of satisfactory services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONSULTANT shall present CITY with any work product completed at that point in time.

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

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

25. Subcontracting

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

26. Fair Employment

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

27. Changes

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

28. Other Agreements

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

29. Severability Clause.

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

30. Captions

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

31. Entire Agreement; Amendment

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

32. Miscellaneous

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

By_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF SUNNYVALE ("CITY")

By_____
City Manager

TJKM TRANSPORTATION CONSULTANTS
("CONSULTANT")

By_____

_____
Name/Title

By_____

_____
Name/Title

Exhibit A
Detailed Scope of Work

Project Approach

TJKM will serve as the prime consultant for this project, and we have teamed with Siegfried Engineering for assistance with the topographic surveying and civil improvement designs. Ground Zone will be responsible for the environmental clearance documentation and BESS Testlab will be responsible for conducting potholing of the proposed signal pole foundations as an optional service.

The TJKM Team will obtain record copies from utility companies and service districts to locate existing electrical, gas, telephone, fiber optic, and cable television services. Research will be verified by field investigations. We will coordinate with the utility companies to resolve utility issues and eliminate conflicts.

The TJKM Team will schedule a kick-off meeting with the City staff within one week of the Notice to Proceed (NTP). At the kick-off meeting, TJKM will discuss project coordination, pedestrian and traffic safety, project impacts, goals, schedule, and format of drawings and specifications.

Environmental Clearance

The proposed project is subject to CEQA review. The City of Sunnyvale is the project proponent and will be the CEQA lead agency. The TJKM Team will take the lead on the NEPA clearance through the Federal Aid process. The City will prepare CEQA clearance documentation for Categorical Exemption based upon NEPA documentation. Our understanding is that the traffic signal upgrades and pedestrian and bicycle safety improvements to the traffic signal and intersection improvements will likely qualify as categorically exempt.

The environmental clearance items of work are broken down into the two steps below.

- Determination of Appropriate NEPA Documents
- Preparation of NEPA Categorical Exclusion

Optional studies are not included in this scope should they be required for CEQA environmental clearance. The optional studies accounts for the possibility that an Initial Study (IS)/Mitigated Negative Declaration (MND) may be needed to satisfy CEQA requirements for the project. This proposal assumes that the project will not result in major adverse environmental effects that might require an MND or an Environmental Impact Report (EIR). The Administrative Draft IS/MND would be an optional task with a scope and budget to be determined if a need arises. In the event that the project is highly controversial and an EIR is required, additional scope and budget will be needed.

As part of the TJKM Team, Ground Zone will be responsible for preparing the environmental documents in accordance the Caltrans Local Area Procedures Manual. The environmental clearance is required in order to complete the E-76 documentation for project authorization. The environmental scope of work will include the following:

- Project Start up and Review Existing Documents;
- Visiting the Site to review the project layout and capture the scenic vista;
- Preparing the PES. The PES is a checklist that requires response to the project impact to environmental resources including air, water, biological, scenic vista, hazardous materials, etc.;
- Preparing technical memos for traffic control measures, storm water pollution control and equipment stages during construction activities; and
- Conducting the field review with Caltrans Local Area District Manager.

Based on our initial field review of the project site and knowledge of the area, we will carry out all of the tasks as described in detail below for this project.

<u>Task A – Project Management Task A.1 – Project Initiation</u>

Task A.1 – Project Initiation
Objective: The objective of this task is to meet and discuss the overall objectives of the project, to discuss the extent of existing information for the project, establish lines of communication and to review and finalize the scope in detail.
The TJKM Team will prepare an agenda for a project initiation or kick-off meeting. Our preliminary agenda for the meeting will include, but not limited to:

- Introductions/Goals of the meeting
- Contact information, protocol for communicating project information
- Schedule/Required time for City reviews
- The TJKM Team will request the following items prior to the kick-off meeting and identify discussion items for the meeting:
    - Aerial photos in digital form, if available (or Google Earth Professional would be used)
    - GIS information in AutoCAD format
    - Base maps and copies of any previous plans and street improvement plans in the project area and studies
    - Sample construction documents from previous approved projects in electronic format
    - Utility contact information
    - Traffic signal as-builts at Wolfe/Stewart Dr intersection
    - Signal interconnect as builts
    - Duane Bike Lane CAD files, if available
    - AMD Development Off Site Project CAD topo and base files, if available
    - Other issues, as appropriate
    - Milestones and invoicing information
    - Project Schedule
-

At the conclusion of the kick-off meeting, the TJKM Team will prepare minutes and distribute them to all meeting participants. We will also prepare and email a project contact list based upon the sign in sheet at the meeting, plus business cards collected.

Deliverables
- ✓ Schedule, meeting minutes

Task A.2 – Project Management
TJKM will manage the schedule and budget throughout the duration of the project. TJKM will prepare the schedule in MS Project software format and updates to the schedule will be provided at design progress meetings. TJKM will conduct our own quality assurance/quality control of our work products and also our subconsultants' products prepared for the City. A statement of peer review will be added on the plan title sheet and signed by one of the Principals of the firm after he or she reviews the plans for overall constructability, coordination, and reasonable reduction in errors and omissions.

TJKM will maintain frequent and timely communication with the City during the design and construction phase of the project. Ms. Jariwala and Mr. Patel have proven on their successful completion of previous City projects with the Public Works Department that they provide a high level of customer service to the City's Project Manager and stays in constant communication with the City during the entire duration of the project.

A biweekly conference call will be scheduled with the City's Project Manager to go over outstanding issues and work completed in the previous two weeks and work to be conducted over the next few weeks.
TJKM will prepare meeting minutes at all the meetings attended and provide action item logs for subsequent follow-up via email. We have budgeted meetings at the following stages:

- Kick-off Meeting
- Review of 30% Submittal
- Review of 75% Submittal
- Review of 100% Submittal
- Construction Handoff Meeting via conference call
- Preconstruction Meeting
- "Lessons Learned" Meeting

Additional meetings can be conducted with a contract amendment and billed on a time and materials basis.

The TJKM Team will coordinate with PG&E with any service upgrades required at each intersection or disconnection/reconnection of service points and prepare the commercial service application. The City will pay the associated application/service fees for required upgrades.

A project schedule has been prepared using MS Project. The schedule will be updated and provided to the City at each plan submittal round per the RFP.

Deliverables

✓ Project schedule updates, meeting minutes, PG&E service forms

<u>Task B – Design Development</u>

Task B.1 – Preliminary Design - 30% Submittal

Task B.1.1 – Traffic Analysis

TJKM will subconsult with a data collection vendor to collect traffic volumes and pedestrian counts at proposed crosswalk locations to determine if the crosswalks are warranted and also to determine the appropriate traffic control treatment at the crosswalk (HAWK signal, IRWL, RRFB's) is warranted per the CAMUTCD guidelines. Vehicle, bicycle, and pedestrian intersection turning movement counts have been budgeted for five crosswalk locations for a 12 hour period. Also, TJKM will collect vehicle, pedestrian and bicycle intersection turning movement counts at the signalized intersection of Wolfe Road/Stewart Drive during the AM, midday, and PM peak hours to determine the appropriate lane geometry, phasing and storage lengths for each approach. The counts at all locations will be performed on either Tuesday, Wednesday, or Thursday, not adjacent to holidays or during abnormal weather conditions. The counts will be collected while school is in session and the date and time of the counts will be coordinated and approved by the City Transportation Engineer.

TJKM will analyze the signalized intersection of Wolfe/Stewart using the latest version of Synchro software. The Synchro output will be provided to the City for their review and approval. A draft and final technical memorandum will summarize our findings of the data collection and analysis and incorporate the City's comments on the draft memorandum.

Deliverables

✓ Intersection Turning Movement Traffic Counts at five crosswalk locations and Wolfe/Stewart intersection
✓ Warrant Analysis results
✓ Synchro output files
✓ Three copies of the tech memo, one pdf copy, and one copy of the native file to the City

Task B.1.2 – Prepare Topographic & Boundary Survey

The TJKM Team will complete the topographic survey and AutoCAD base for design of the project. Due to the vast project area and the need to survey just under two and a half miles of existing streets the team thought it most efficient to use a supplemental aerial survey. This aerial survey will be used to generate the street cross sections for proposed lane striping, crosswalks and IRWL. The intersections and other areas of the project with hardscape and/or traffic signal improvements will be surveyed with the standard equipment to get a more detailed level of topographic survey. These two surveys will be merged into one file to generate the final topographic survey base which will be used in the design and plans. The drawings will show the existing street right-of-way and existing utility information. Under the conditional services task, we will file a record of survey as necessary under

Section 8762 or 8771 of the California Business and Professions Code and set necessary documentation as determined by the survey.

The TJKM Team will obtain record copies from utility companies and service districts to locate existing electrical, gas, telephone, fiber optic, and cable television services. Utilities for sanitary and storm sewers, water mains, and fire hydrants will be researched, and "A" letters will be prepared, as necessary. Research will be verified by field investigations. We will coordinate with all utilities to resolve any utility issues and to eliminate conflicts encountered during construction. TJKM will provide the City with a list of any facilities belonging to the utility companies that will need to be adjusted as a result of the proposed construction.

All submittals shall include hardcopies (number specified below) and digital copies (PDF and native format) of all documents.

Topographic survey data and mapping will include, but is not limited to the following:

- Vertical and horizontal control tied to the City of Sunnyvale Horizontal and Vertical System.
- All existing topography, within the designated intersections, including all existing fences, curb and gutter, sidewalks, driveways, pavement, trees, drainage structures, monuments, signal pull boxes, poles, and utility facilities that are visible or that are available from utility companies and record drawings.
- Striping and edge of pavement for approximately 200 feet for each intersection and continuous between each intersection included in the project scope.
- Height of overhead utility lines within the intersections.
- Establish street right of way using existing documentation near the project area.
- Perform office calculations to facilitate efficient searching and/or recovery of existing boundary evidence for the Project.

Deliverables

✓ Site survey and base map in AutoCAD format

Task B.1.3 – Preliminary Design Plans & Estimate

The TJKM Team will prepare functional design drawings for the traffic signal design modification at Wolfe/Stewart. An optional task for designing the potential HAWK signal or In Road Warning Light System at the midblock crosswalk along Stewart Drive is included in our fee estimate. TJKM Team will design standard crosswalks at the following locations as part of the base bid proposal:

- Stewart Drive midblock crossing
- Duane Court/Santa Ynez Street
- Duane Avenue (crosswalk locations between San Lusito Way to Stewart Drive)
- Deguine Dr/Stewart Drive

The signal modification plan for the Wolfe Road/Stewart Drive intersection will provide the layout of the existing traffic signal equipment, including, but not limited to, locations of the new traffic signal poles, cabinets, FLIR video detection system, UPS system, internally illuminated LED street name signs, intersection safety lighting, audible pedestrian push buttons, passive pedestrian video detection system, Emtrac emergency vehicle preemption system, and roadside signs. Design will be in accordance with Caltrans design standards, CA MUTCD guidelines, and the City of Sunnyvale's current design standards. Technical specifications will be per CSI 2012 Specifications format.

The preliminary plans will be developed with adequate detail for conveying the design intent, final geometry and key design elements. The major goal of this phase is to fully define the project limits and identify previously unknown constraints or impacts. The intersection geometric modifications and tightening of the curb radii at Wolfe Road/Stewart Drive intersection will be developed based on the turning template for a Sunnyvale fire truck to be able to turn safely.

The bus stop bench locations will be shown with the existing right of way lines, curb, gutter, and

sidewalk areas for installation of a bus stop bench. The locations of the bench will consider existing utilities and minimum ADA clearance requirements in mind and VTA's bus stop requirements in order to obtain an encroachment permit from VTA. The TJKM Team will coordinate with VTA for each bench installation.

The Team will also prepare utility notification letters to third party utility owners, and place the information into CAD and show them on the plans. The plans will contain sufficient detail for submittal and review by the City to understand the full intent of the project.

The Team will prepare a brief memorandum of determination if the project's construction activities are within the NPDES Construction General Permit, including the project type and risk level.

The Team assumes civil plan sheets will be developed with one sheet dedicated to the intersection layout and the other will have typical sections. Deliverables also include an engineer's estimate of probable construction costs for the improvements.

The Team will provide the City with a list of any facilities belonging to the utility companies that will need to be adjusted as a result of the proposed construction.

The Team will also provide an updated project schedule, prepare a preliminary construction schedule, and 30% Engineer's probable construction cost estimate, and provide cut sheets of equipment/appurtenances that are planned for the project.

TJKM will submit the 30% submittal to the City of Sunnyvale for their comments.

Deliverables

- ✓ Five sets of 24" x 36" hardcopies
- ✓ Cover sheet and plan sheet with base mapping (survey) and preliminary details
- ✓ Cut sheets for equipment/appurtenances
- ✓ 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
- ✓ Project schedule update
- ✓ 30% construction cost estimate
- ✓ Brief memorandum of determination if the project's construction activities are within the NPDES Construction General Permit
- ✓ Table of Contents list for technical specifications
- ✓ Other supporting documentation as necessary

Task B.2 – 75% Submittal

The TJKM Team will review with the City of Sunnyvale and receive one set of non-conflicting comments from the City of Sunnyvale on the conceptual plans (30% PS&E) and incorporate them into the 75% PS&E. In this stage of the design submittal to the bid package, TJKM will prepare the project plans, which will include the following sheets:

- Cover Sheet
- General Note Sheet
- Civil Notes, Details, Typical Sections
- Horizontal Control Plan
- Existing Utility Plans of the Project site
- Demolition Plan Sheets
- Construction Layout Sheets
- Grading and Drainage Sheets
- Erosion Control Plan
- Traffic Signal Removal Plan
- Traffic Signal Modification Plan
- Conductor and Equipment Schedule
- Signing and Striping
- Electrical Detail Sheets
- Photometric Layout Exhibit (not part of the bid documents)
- Line of Sight to signal heads exhibit (not part of the bid documents)
- Signal Interconnect Plans

Our design approach entails the following design tasks:

- The Team will prepare 75% design plans for intersection improvements in AutoCAD format.
- The Team will prepare an Engineer's construction cost estimate and technical special

provisions describing each item on the bid schedule and their requirements, and verify that construction costs are within the existing City budget. The Engineer's construction cost estimate will be prepared in Excel electronic format. Any revisions to the technical special provisions will be recommended to the City.

- Special provisions with track changes format prepared including bid item description, bid schedule, and measurement and payment provisions, list of submittals during construction, and 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.
- Project schedule update.
- 75% construction cost estimate in the form of the bid schedule.
- Documentation of outreach to utility companies, and confirmation that utility conflicts have been resolved or a timeline for resolution of issues has been determined.
- Documentation of coordination and submittal of necessary forms/permits with PG&E.
- Other supporting documentation as necessary.
- Coordinate with PG&E for any service upgrades, disconnect/reconnect service if needed.

Each PS&E review submittal set will also address any comments or revisions required from the City in the previous plan check submittal. Responses to comments will be documented and included with the submittal.

The TJKM Team will meet with City staff, as needed, to review comments and recommendations. A comment matrix will be prepared illustrating how TJKM addressed each review comment. The original red-line markup of the previous submittal will be returned back to the City with the 75% submittal.

The Team will coordinate with the AMD Developer's Consultant for the City design project conforming to the developer's off site design project elements.

The DBE percentage will be determined at this stage and calculation sheets provided to the City.

An optional task, budget allocation is included for potholing the proposed signal pole standard with mast arm locations and 1-b poles (eight total). TJKM has BESS Testlab as a utility potholing contractor on our team and has worked with the potholing company for conducting potholing services for our recent signal design projects in Sunnyvale. The typical scope of work for positive location of underground utilities includes:

- Obtain encroachment permits and other required permits from City and County
- Meet the insurance requirements
- Mobilization
- Perform Electronic designation of Underground Utilities: mark with applicable color code
- Contact USA if location of potholing is in public right of way
- Provide traffic control as needed
- Pothole based on pre-approved potholing plans provided by customer
- Provide documentation to exact location of underground utilities
- Backfill potholes with extracted material
- Surface restoration with cold patch
- Potholes to be 6 feet deep and 3.5 foot in diameter for signal pole with mast arm standards and 1-b poles (eight total)

Deliverables

- ✓ Two sets of the 75% plans (full size 24"x36" hardcopies), six sets of 11"x17" hardcopies
- ✓ Technical specifications and cost estimate in form of the bid schedule
- ✓ Review comment matrix
- ✓ Redline markup from previous round
- ✓ Photometric layout exhibit

- ✓ Utility conflicts have been resolved or a timeline for resolution of issues has been determined
- ✓ Other supporting documentation, as necessary
- ✓ Potholing data (Optional Task)
- ✓ DBE calculations

Task B.3 – 100% Submittal
At this stage, the plans and special specifications will be ready for bidding for construction. Also, service upgrade contracts from PG&E will be obtained during this stage of the project. TJKM will modify the latest traffic signal timing sheet received from the City based on the proposed improvements and submit back to the City in the Intelight 2070LX controller format installed as part of the project.

The cost estimate will be refined based on any comments received from the City and the front-end boilerplate specifications, such as insurance forms, and supplemental general provisions, from the City will be incorporated into one complete specification package.

In addition, a peer review by another licensed professional at TJKM and Siegfried, other than the designer of record will be conducted to review the overall constructability, coordination, and reasonable reduction in errors and omissions at this stage of the submittal round. The peer review professional will sign and date the Certification of Peer Review on a letterhead document with the transmittal of the final plans and specifications:

> *"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."*

The E-76 for Construction package will be prepared for the City to submit to Caltrans Local Assistance Program for approval. The comments from Local Assistance staff will be incorporated into the package for bidding.

The TJKM Team will:

- Coordinate and review the approved 75% PS&E with City staff and revise based on comments and discussions.
- Finalize construction drawings, contract special provisions and technical specifications, and a final construction cost estimate (Excel format). These documents shall be construction ready.
- Prepare bid package, including a revised bid schedule and list of submittals.
- Coordinate with PG&E for service point modifications or installations.
- Coordinate with the AMD Developer's Consultant for the City project conforming to the developer's project.

Deliverables
- ✓ One set of 24"x36" hardcopies, and six sets of 11"x17" hardcopies of the plans, signed peer review block and on letterhead, Assistant Director of Public Works/City Engineer statement on the plans, technical project specifications and special provisions, construction cost estimate, and an electronic version of the PS&E
- ✓ Responses to comments on the 75% submittal, along with return of mark-ups
- ✓ Project schedule update
- ✓ Other supporting documentation as necessary
- ✓ E-76 for Construction Package
- ✓ Updated timing sheet for Wolfe/Stewart signal

<u>Task C – Bid Package (Final Submittal)</u>
At this stage, the contract documents are ready for bidding and the E-76 for Construction will need to have been approved from Caltrans Local Assistance prior to bidding. The TJKM Team will coordinate the plans and technical specifications with the City's front-end bid instructions, standard provisions, and revised special provisions ready for the City to bid for construction. PG&E point of

service locations and signed contracts will be obtained by this stage.

The bid form will be separated into participating items (OBAG2 funds) and non-participating items (City funding).

The TJKM Team will submit copies and digital format (PDF and native format) of each of the documents listed below:

- One hard copy of full sized plans (24”x36”), stamped and signed on each sheet by the Engineer of Record and by discipline
- One hard copy of the specifications, printed single-sided only
- Technical specifications, with cover sheet stamped and signed by all necessary disciplines
- Final project schedule update
- Final construction cost estimate

The TJKM Team will:

- Coordinate with City staff for review of bid package.
- Revise based on comments and discussions.
- Submit final plans and specifications, and disk with the electronic files to City staff. Final plans will be provided in electronic file in AutoCAD format and in PDF format. One hardcopy will be in 24”x36” size. Each plan sheet will be stamped and signed by the Engineer of Record registered civil engineer, in accordance with California State Law.
- Prepare complete special provisions, technical specifications stamped and signed on the table of contents sheet by the Engineer of Record, one hard copy printed single sided only. If there are more than one Engineer of Record, the engineer will stamp and sign the table of contents for only that/those section(s) that applies to each engineering discipline.
- Provide a digital copy of all work products and supporting work.
- Provide a final project schedule update.
- Provide a final construction cost estimate.

Deliverables

✓ Bid Package as required and approved by the City

<u>Task D – Bidding Services</u>

During the bid process, the TJKM Team will answer bidder’s questions and provide clarifications to the bid questions. We will respond to Requests for Information (RFIs). We will prepare addenda, as necessary. We will prepare conformed documents, as necessary.

Deliverables

✓ Addendum(s), clarifications, conformed documents, as necessary

<u>Task E – Construction Support Services</u>

During construction, the TJKM Team will assist the City construction manager as follows:

- Attend the internal hand-off meeting via conference call and pre-construction meeting
- Prepare responses to contractors’ RFIs during the construction phase, as needed
- Review all contractor submittals via ebuilder and assist the City inspector with specific design issues during construction
- Attend up to three construction progress meetings or field meetings to answer design questions and clarify design elements when requested by the City staff
- Assist with the issuance and negotiation of change orders
- Participate in the final inspection and development of the punch lists
- Prepare record drawings from Contractor redline as-builts in AutoCAD format and .pdf format
- Participate in a “Lessons Learned Meeting” with all parties at the end of the project

Deliverables

✓ Record drawings, clarifications, response to submittals via ebuilder

Exceptions to the Scope of Services

Please note that the following are not included in the Work Plan detailed above:

- Potholing
- Cultural Resource Report
- Traffic Signal Coordination Timing Plans
- Hazardous waste testing, monitoring and contingency plan for both site and building demolition work
- Geotechnical monitoring
- Construction management, inspection, supervision and scheduling
- Record Survey Maps, Tentative Maps, Parcel Maps, Final Maps, and legal descriptions and sketches
- Construction staking

Optional Services

Additional Potholing

If potholing is required for signal pole foundations or utility potholing, depending on the amount of potholes the City would like to budget for the project, TJKM can outreach BESS Testlab for a quotation for the potholes at that time. We have allocated budget for eight potholes in our optional task budget. If additional budget is needed based on an updated quote from BESS Testlab, TJKM will request a contract amendment for this amount from the City.

Conditional Record of Survey (Conditional Task)

This task includes the following:

- Obtain and research Preliminary Title Report as necessary (reimbursable), existing deeds, and record maps related to the Project area.
- Perform additional field survey to search and recover additional boundary evidence that may be utilized in determining the location of the boundary.
- Process a record of survey as required.
- Set monumentation as necessary.

Section 106 Report

This task includes the following:

- The TJKM Team coordinating with Paleowest Archeology to prepare the Section 106 Report, if required by Caltrans Local Assistance Program, based on the PES review. Paleowest Archeology to prepare the report for one signalized location according to Caltrans Local Assistance Guidelines and submit to City for signature prior to submitting to District 4 Caltrans Local Assistance staff for review. The budget allocated for the report is for one intersection. If Caltrans decides multiple intersections will require reports then a proposal for the additional intersections will be submitted to the City for approval.

Midblock Crosswalk Designs

- Based on the recommendations from the midblock crossing warrant studies and locations meeting warrants, TJKM will prepare PS&E for the midblock crossings for either HAWK, RRFB, or IPWL systems. The designs would be included into the base bid set and follow the same submittal review rounds once authorized by the City to proceed with the optional service.

Conditions to the Optional Scope

The City is responsible for providing any encroachment permits that may be required for work that may occur within the City, in relation to the work described above.

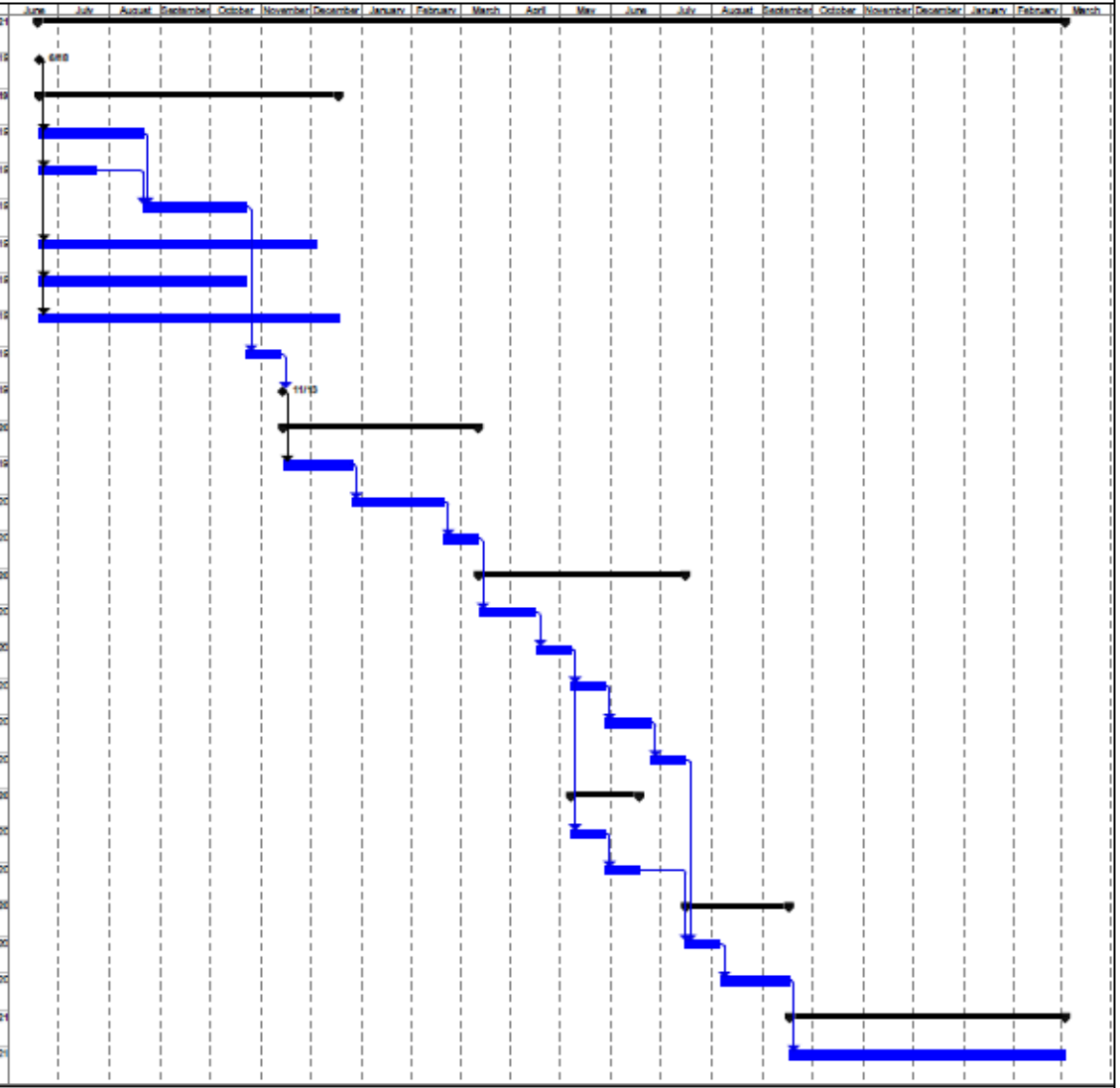
City shall provide full access to property, and obtain permission for Siegfried's entry into adjoining

properties.

Exhibit A-1
Project Schedule

Sunnyvale Sense of Place Schedule

ID	Task Name	Duration	Start	Finish
1	Project Management	447 days	Tue 6/18/19	Wed 3/3/21
2	Kickoff Meeting	1 day	Tue 6/18/19	Tue 6/18/19
3	Preliminary Design 30% Submittal	130 days	Wed 6/19/19	Tue 12/17/19
4	Conduct Topographic Survey	45 days	Wed 6/19/19	Tue 8/20/19
5	Traffic Counts and Analysis & Tech Memo	25 days	Wed 6/19/19	Tue 7/23/19
6	Prepare Preliminary Design Plans	45 days	Wed 8/21/19	Tue 10/22/19
7	NEPA Environmental Clearance	120 days	Wed 6/19/19	Tue 12/3/19
8	Optional Task: Prepare Section 106 Cultural Resource Studies for NEPA clearance	90 days	Wed 6/19/19	Tue 10/22/19
9	Utility As-built Request letters/PG&E and other Utility Coordination	130 days	Wed 6/19/19	Tue 12/17/19
10	City review of 30% Submittal	15 days	Wed 10/23/19	Tue 11/12/19
11	Meet with City staff	1 day	Wed 11/13/19	Wed 11/13/19
12	75% Submittal PS&E	86 days	Thu 11/14/19	Wed 3/11/20
13	Potholing (optional task)	30 days	Thu 11/14/19	Wed 12/25/19
14	Prepare 75% PS&E	40 days	Thu 12/26/19	Wed 2/19/20
15	City review of 75% Submittal	15 days	Thu 2/20/20	Wed 3/11/20
16	100% Final Design Submittal PS&E	90 days	Thu 3/12/20	Wed 7/15/20
17	Prepare 100% Final Design PS&E	25 days	Thu 3/12/20	Wed 4/15/20
18	City review of 100% Submittal	15 days	Thu 4/16/20	Wed 5/6/20
19	Prepare E-76 documentation	15 days	Thu 5/7/20	Wed 5/27/20
20	CLAP review E-76 Permit application documents	20 days	Thu 5/28/20	Wed 6/24/20
21	Finalize E-76 application and receive permit	15 days	Thu 6/25/20	Wed 7/15/20
22	Bid Package Submittal	30 days	Thu 5/7/20	Wed 6/17/20
23	Update timing sheet Wolfe/Stewart	15 days	Thu 5/7/20	Wed 5/27/20
24	Preparation of Bid Package	15 days	Thu 5/28/20	Wed 6/17/20
25	Bidding Support Phase	46 days	Thu 7/16/20	Wed 9/16/20
26	Bidding Support Phase	15 days	Thu 7/16/20	Wed 8/5/20
27	Council Award and Notice to Proceed	30 days	Thu 8/6/20	Wed 9/16/20
28	Construction Support Phase	120 days	Thu 9/17/20	Wed 3/3/21
29	Construction Support	120 days	Thu 9/17/20	Wed 3/3/21



Project: schedule v3
Date: Fri 5/3/19

Task | Milestone | Summary | Rolled Up Task | Rolled Up Milestone | Rolled Up Progress | Split | External Tasks | Project Summary | Group By Summary | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | External Tasks | External Milestone | Progress | Deadline

Exhibit B
Compensation Schedule

Tasks		Labor													Subconsultants												Total
Task #	Task Description (Change task titles as detailed in the scope of work)	PIC/QA/QC	Project Manager	Deputy PM	Task Leader	Task Leader	Task Leader	Assistant Trans Engineer	Transportation Engineer	Transportation Planner	Admin	Total Hours	Total Labor Costs	TJKM ODC	PIC/PM	Engineer II	Project Land Surveyor	Surveyonr I	Instrumentman	Technician III	Siegfried Total Hours	Total Labor Costs	Seigfried	Environmental	Potholing	Cultural Resources	Total Fee
		Nayan Amin	Ruta Jariwala	Atul Patel	Rutvij Patel	Erik Bjorklund	Sandeep Paparaju	Andrew Dickinson	Praveena Samaleti	Ian Lin					Adam Merrill	Mike Ebenal	Kevin Genasci	Chris Wallace	Chris Wallace	Mike Kincaid				Ground Zone	Bess Test Lab	Paleowest	
		$276.91	$276.91	$244.54	$167.31	$194.75	$125.69	$102.15	$107.69	$127.05	$96.53				$228.25	$165.99	$221.58	126.84	$224.42	$120.55			ODC	LS	LS	LS	
A	Project Management																										
A-1	Project Initiation		4	4	4							12	$2,755								0	$0					$2,755
A-2	Project Management/Meetings	2	40	40	30							112	$26,431	$200	40	16					56	$11,786					$38,417
A-2.1	NEPA Clearance Documentation			40	20							60	$13,128	$200							0	$0		$12,500			$25,828
B	Design Development																										
B-1	30% Submittal														68												$0
B-1.1	Traffic Analysis & Counts	4	24	24			40		60	60		212	$32,734	$10,000							0	$0					$42,734
B-1.2	Prepare Topographic Survey			2				8				10	$1,306		12	60	24	6	120	60	282	$52,941	$12,801				$67,048
B-1-3	Preliminary Design Plans and Estimates	4	24	24	50			80				182	$30,160	$500	64	140				130	334	$53,518					$84,178
B-2	75% Submittal	4	40	40	80			100			8	272	$46,338	$500	20	48				48	116	$18,319					$65,157
B-3	100% Submittal	4	40	40	70			120	40		8	322	$51,016	$500	12	44				46	102	$15,588					$67,104
C	Bid Package	4	4	40	70			120			8	246	$36,740	$500	12	32				32	76	$11,908					$49,148
D	Bidding Services			8	16							24	$4,633	$100	12	10					22	$4,399					$9,132
E	Construction Support Services			40		60		80				180	$29,639	$500	20	10					30	$6,225					$36,364
	Proposal Subtotal	22	176	302	340	60	40	508	100	60	24	1632	$274,881	$13,000	260	360	24	6	120	316	1,018	$174,684	$12,801	$12,500	$0	$0	$487,866
	Optional Services																										
A	Potholing Signal Poles Budget (10 total)	-	-	24	-			40			-	64	$9,955	$200	-	-	-		-	-	0	$0			$20,000		$30,155
B	Section 106 Report (one signal)	-	-	40	-			-			-	40	$9,782		-	-	-		-	-	0	$0				$40,000	$49,782
C	Conditional Record of Survey											0	$0				24	4	40	20	88	$17,213	$131				$17,344
D	HAWK or IRWL Design (3 locations)	24	80	80	140			240			40	604	$100,164	$1,000								$0					$101,164
	Total Optional Services	24	80	144	140	0	0	280	0	0	40	708	$119,900	$1,200	0	0	24	4	40	20	88	$17,213	$131	$0	$20,000	$40,000	$198,444
	Total Including Optional Services	46	256	446	480	60	40	788	100	60	64	2,340	$394,782	$14,200	260	360	48	10	160	336	1,106	$191,897	$12,932	$12,500	$20,000	$40,000	**$686,310**

INSURANCE REQUIREMENTS FOR CONSULTANTS/CONTRACTORS

Consultant/Contractor 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**: $2,000,000 per occurrence and $4,000,000 aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form CG 0001 or equivalent is required.

2. **Automobile Liability**: $1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 or equivalent is required.

3. **Workers' Compensation** Statutory Limits and **Employer's Liability**: $1,000,000 per accident for bodily injury or disease.

Industry Specific Coverages. If checked below, the following insurance is also required:

- ✓ Professional Liability Insurance in the minimum amount of $2,000,000 per occurrence.
- ☐ If working directly with children, the Certificate of Insurance must include coverage for molestation and sexual abuse in the minimum amount of $1,000,000 per occurrence and $2,000,000 aggregate. In the event that Abuse & Molestation Liability coverage is provided via a Claims Made Policy, the coverage shall include a minimum of a five year extended reporting clause.
- ☐ Pollution Liability Insurance in the minimum amount of $1,000,000 per occurrence
- ☐ MCS-90 Endorsement to Business Automobile insurance for transportation of hazardous materials and pollutants
- ☐ Builder's Risk / Course of Construction Insurance in the minimum amount of $_____.

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 (and if applicable, pollution liability, sexual abuse and molestation, and builder's risk policies) shall contain, or be endorsed to contain, the following provisions:

1. The City of Sunnyvale, its officials, employees, agents and volunteers are to be covered as additional insureds with respects to liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, employees, agents or volunteers.

2. For any claims related to this project, the Consultant's insurance shall be primary. Any insurance or self-insurance maintained by the City of Sunnyvale, its officers, officials, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Sunnyvale, its officers, officials, employees, agents or volunteers.

4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

6. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the CONSULTANT'S policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

Acceptability of Insurers

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

Verification of Coverage

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

Subcontractors

CONSULTANT shall require all subcontractors to procure and maintain insurance policies subject to these requirements. Failure of CONSULTANT to verify existence of sub-contractor's insurance shall not relieve CONSULTANT from any claim arising from sub-contractors work on behalf of CONSULTANT.

City of Sunnyvale

Agenda Item

19-0521 **Agenda Date:** 6/11/2019

REPORT TO COUNCIL

SUBJECT
Amend a Purchase Order for the Sewer Line On-Call Maintenance and Repair Services (F19-180)

REPORT IN BRIEF
Approval is requested to amend an existing purchase order with Able Construction Group, Inc. of San Jose for emergency sewer repair services, increasing the not to exceed amount by $100,000 for a new total not-to-exceed amount of $300,000. Approval is also requested to authorize the City Manager to amend the not to exceed amount of the Purchase Order if the City Manager elects to renew the Purchase Order for either of the two (2) additional one-year periods that was previously authorized by City Council, within approved budgeted funding.

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

ENVIRONMENTAL REVIEW
The project is categorically exempt under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15301 (d) for the maintenance and repair of existing public facilities involving negligible or no expansion of an existing use.

BACKGROUND AND DISCUSSION
The City's sanitary sewer system consists of approximately 310 miles of sewer mains (ranging from 4 to 48 inches in diameter); over 9,800 feet of force mains; 5 pump stations; 5,287 manholes; and over 29,471 laterals. The system serves the residents and businesses of Sunnyvale, as well 1,200 homes in Cupertino (Rancho Rinconada) and conveys wastewater to the Sunnyvale Water Pollution Control Plant by major interceptor pipelines located at Lawrence & Mathilda Ave. Most of the sewer collection system was built over a 20-year period from 1950 to 1970, and is aging and in need of repair.

On July 17, 2018, City Council approved a Purchase Order in the amount of $200,000, to Able Construction Group for sanitary sewer system repair (RTC No. 18-0560). This service provides routine and emergency repairs to the sanitary sewer system and associated appurtenances and equipment to assure consistent operation and serviceability. This approval included authority for the City Manager to renew up to two (2) additional one-year periods.

To date, the full contract has been expended repairing 18 major sanitary sewer sections which include pipelines along E. Weddell Drive, Culberson Drive, Persian Drive, and Alberta Ave. in addition to repairs to manholes, small spot or main line segment repairs, repairs or replacement of failed sewer laterals, lift station pump replacement, and CCTV camera repairs.

This request is to add $100,000 in additional funding to the original purchase order to pay for work authorized by staff but has not been invoiced and additional work that might be required before the renewal period occurs on July 1, 2019. The City of Sunnyvale maintains the sewer system in portions of the City of Cupertino. While investigating reports of slow sewer flow out of Cupertino High School, City staff were not able to utilize their camera and cleaning equipment due an obstruction and improper santiary sewer connections from businesses in the area to the 15-inch sewer line of Stevens Creek Blvd. Sunnyvale did not have records of the sewer system in the area as it was built in the 1950s and 1960s and requested Able Costruction in April 2019 to assist with the investigation as the firm has large equpiment and the required expertise. As a result of the investigation, extensive work that included realigning two 6-inch lines, installing a new manhole and a 10-inch short piping to connect to another manhole to minimize the possibility of sewer overflow in the high school and businesses along Stevens Creek Blvd. The work also required extensive traffic control and digging by hand as requested by PG&E due to a 6-inch gas line in close proximity. Staff authorized the additional work when only $10,261 was left on the balance of the original purchase order. The City has not been invoiced yet, but the cost will be approximately $80k to $85k and the requested action by Council will increase contracting authority for this work. Staff is also requesting that the City Manager is authorized to amend the not to exceed amount of the Purchase Order if the City Manager elects to renew the Purchase Order for either of the two (2) additional one-year periods that was previously authorized by City Council, within approved budgeted funding.

FISCAL IMPACT

Budgeted funding is available in Project 805253 - Sewer Emergency Repair and Replacement.

Funding Source

Wastewater Management Enterprise 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

Take the following actions:

- Authorize the City Manager to amend an existing Purchase Order with Able Construction Group Inc. to increase the not-to-exceed value to $300,000; and
- Authorize the City Manager to amend the not to exceed amount of the two (2) additional one-year periods that was previously authorized by City Council for these services, within approved budgeted funding.

Prepared by: Gregory S. Card, Purchasing Officer
Reviewed by: Timothy J. Kirby, Director of Finance
Reviewed by: Ramana Chinnakotla, Director of Environmental Services
Reviewed by: Teri Silva, Assistant City Manager
Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. Draft Change Order BL008981 - Able Septic

City of Sunnyvale
California

Draft Revised Blanket Purchase Order NO BL008981

ORDERED FROM	ORDER DATE	***BILL TO:***
13773 - 003 (408) 377-9990 Able Septic Tank Service *Glen W Gilbert 1020 Ruff Dr San Jose, CA 95110	EFFECTIVE DATE 7/18/2018 EXPIRATION DATE 7/17/2019 CONTRACT AMOUNT $300,000.00	**City of Sunnyvale** **Finance Department** **Accounts Payable** **PO Box 3707** **Sunnyvale, CA 94088-3707**
REQUISITIONING DEPARTMENT (9021) ESD/Sewer & Storm	FOB	FREIGHT CHARGES
	PAYMENT TERMS N/30	BID NO

ITEM	DESCRIPTION	UNIT	UNIT COST
1	Blalnket order for sewer line on-call maintenance, as required by the City of Sunnyvale Environmental Services Department in accordance with the specifications, terms and conditions of Invitation for Bid No. F18-245 and vendor's response, and as awarded by Council on 7/17/2018, RTC #18-0560 for a one-year period. Requisition No. RQ019669 Awarded by City Council_____,RTC No. 19-0521 Requisition No. RQ021715 Change Order No. 1: Increase contract amount by $100,000 for a total contract amount of $300,000.	DLR	$1.0000

AUTHORIZED DEPARTMENT(S)

NO	DEPT NAME	RELEASE AMT
9021	ESD/Sewer & Storm	$300,000.00

DOCUMENT TERMS

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

Continued on Next Page

BUYER:

Cordova, Deborah

PHONE (408) 730-7695 **FAX** (408) 328-0723

End of Purchase Order

City of Sunnyvale

Agenda Item

19-0584 **Agenda Date:** 6/11/2019

SUBJECT
Approve Joint City Council and Sunnyvale Financing Authority Meeting Minutes of December 19, 2017

RECOMMENDATION
Sunnyvale Financing Authority
Approve the Joint City Council and Sunnyvale Financing Authority Meeting Minutes of December 19, 2017 as submitted.

City of Sunnyvale

Meeting Minutes - Draft
City Council

Tuesday, December 19, 2017 | **4:30 PM** | **Council Chambers and West Conference Room, City Hall, 456 W. Olive Ave., Sunnyvale, CA 94086**

Special Meeting: Closed Session- 4:30 PM | Regular City Council Meeting- 7 PM | Special Joint Meeting of the City Council and the Sunnyvale Financing Authority-7 PM (or as soon thereafter as the matter may be heard)

CALL TO ORDER

Mayor / Authority Board Chair Hendricks called the Special Joint Meeting of the City Council and Sunnyvale Financing Authority meeting to order at 7:48 p.m.

ROLL CALL

Present: 7 - Mayor / Authority Member Hendricks
Vice Mayor / Authority Member Larsson
Councilmember / Authority Member Griffith
Councilmember / Authority Member Klein
Councilmember / Authority Member Smith
Councilmember / Authority Member Melton
Councilmember / Authority Member Goldman

PUBLIC COMMENT (ON SPECIAL MEETING ITEMS ONLY)

No speakers.

GENERAL BUSINESS

2.A 17-1051 Approve Joint City Council and Sunnyvale Financing Authority Meeting Minutes of June 20, 2017

Sunnyvale Financing Authority
MOTION: Authority Member Klein moved and Authority Member Larsson seconded the motion to approve the Joint City Council and Sunnyvale Financing Authority Meeting Minutes of June 20, 2017 as submitted.

The motion carried by the following vote:

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

No: 0

2.B 17-0159 Receive and File the FY 2016/17 City and Sunnyvale Financing Authority Budgetary Year-End Financial Report and Approve Budget Modification No. 32

Assistant Director of Finance Kenn Lee provided the staff report and provided a PowerPoint presentation. Assistant Director Lee clarified that the carryover of special projects in Attachment 1 is included in the memo but was not included in the staff recommendation and it should be included as part of the motion if it is the will of the Council.

Public Hearing opened at 7:58 p.m.
No speakers.
Public Hearing closed at 7:58 p.m.

City Council:
MOTION: Vice Mayor Larsson moved and Councilmember Smith seconded the motion to approve Alternative 1: Receive and file the FY 2016/17 City Budgetary Year End Financial Report and Approve Budget Modification No. 32 adjusting General Fund Revenue, Capital Improvement Projects Reserve and the Budget Stabilization Fund, and approve the carryover of special projects listed in Attachment 1 to the report.

The motion carried by the following vote:

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

No: 0

Sunnyvale Financing Authority:
MOTION: Authority Member Larsson moved and Authority Member Melton seconded the motion to approve Alternative 1: Receive and file the FY 2016/17 Sunnyvale Financing Authority Budgetary Year-End Financial Report.

The motion carried by the following vote:

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

No: 0

ADJOURNMENT

Mayor Hendricks adjourned the Special Joint Meeting of the City Council and the Sunnyvale Financing Authority to resume the regular Council meeting at 8:01 p.m.

City of Sunnyvale

Agenda Item

19-0585 **Agenda Date:** 6/11/2019

SUBJECT
Approve Joint City Council and Sunnyvale Financing Authority Meeting Minutes of June 12, 2018

RECOMMENDATION
Sunnyvale Financing Authority
Approve the Joint City Council and Sunnyvale Financing Authority Meeting Minutes of June 12, 2018 as submitted.

City of Sunnyvale

Meeting Minutes - Draft
City Council

Tuesday, June 12, 2018 | **5:30 PM** | **Council Chambers and West Conference Room, City Hall, 456 W. Olive Ave., Sunnyvale, CA 94086**

Special Meeting - 5:30 PM | Regular Meeting- 7 PM | Special Joint Meeting of the City Council and the Sunnyvale Financing Authority- 7 PM
(or as soon thereafter as the matter may be heard)

CALL TO ORDER

Mayor / Authority Chair Hendricks called the Special Joint Meeting of the City Council and Sunnyvale Financing Authority to order at 7:22 p.m.

ROLL CALL

Present: 7 - Mayor / Authority Chair Hendricks
Council / Authority Member Klein
Council / Authority Member Griffith
Council / Authority Member Larsson
Council / Authority Member Smith
Council / Authority Member Melton
Council / Authority Member Goldman

PUBLIC COMMENT (ON SPECIAL MEETING ITEMS ONLY)

None.

GENERAL BUSINESS

1 18-0064 Annual City Council Public Hearing on FY 2018/19 Budget and Resource Allocation Plan and Establishment of Appropriations Limit and Sunnyvale Financing Authority Public Hearing on FY 2018/19 Budget

Assistant Director of Finance Kenn Lee provided a report.

Council and the Sunnyvale Financing Authority conducted a Public Hearing to obtain input from the public on the FY 2018/19 Budget as required by City Charter Section 1303, the California Constitution, and the California Government Code.

Public Hearing opened at 7:26 p.m.

Elizabeth Guzman, Dispute Resolution Program Director at Project Sentinel, expressed appreciation for recommended funding recommendation and spoke regarding the services provided by the program.

Steve Scandalis spoke regarding the Budget Supplements and recommended deferring those or completing those tasks with existing staff.

Zachary Kaufman spoke regarding the gas tax slide in the budget workshop presentation and commented that gas tax revenue may decline since four gas stations will close for the Village Center Concept development approved in the LUTE. Regarding the General Fund projections, he noted that it was unlikely that staffing levels will remain the same for the next 20 years. Regarding the General Fund Budget Stabilization slide, he noted that it was projected to go in the negative and questioned the wisdom of spending millions of dollars on the new Civic Center within the existing fiscal strategy.

Marie Bernard, Sunnyvale Community Services, spoke in support of the funding recommended by the Housing and Human Services Commission and provided information regarding the programs provided. She also encouraged Council to consider increasing the amount of funding provided for human services.

Public Hearing closed at 7:37 p.m.

ADJOURNMENT

Mayor / Authority Chair Hendricks adjourned the Special Joint Meeting of the City Council and Sunnyvale Financing Authority at 7:42 p.m.

City of Sunnyvale

Agenda Item

19-0586 **Agenda Date:** 6/11/2019

SUBJECT
Approve Joint City Council and Sunnyvale Financing Authority Meeting Minutes of June 26, 2018

RECOMMENDATION
Sunnyvale Financing Authority
Approve the Joint City Council and Sunnyvale Financing Authority Meeting Minutes of June 26, 2018 as submitted.

City of Sunnyvale

Meeting Minutes - Draft
City Council

Tuesday, June 26, 2018 **5:00 PM** **Council Chambers and West Conference Room, City Hall, 456 W. Olive Ave., Sunnyvale, CA 94086**

Special Meeting - Closed Session- 5 PM | Regular Meeting- 7 PM | Special Joint Meetings: City Council and the Redevelopment Successor Agency; City Council and the Sunnyvale Financing Authority- 7 PM

CALL TO ORDER

Mayor / Authority Member Hendricks called the Special Joint Meeting of the City Council and Sunnyvale Financing Authority to order at 7:43 p.m.

ROLL CALL

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

PUBLIC HEARINGS/GENERAL BUSINESS

1 18-0063 City Council Adoption of the FY 2018/19 Budget, Fee Schedule, and Appropriations Limit and Sunnyvale Financing Authority Adoption of the FY 2018/19 Budget

Director of Finance Tim Kirby and Kenn Lee provided the staff report.

Public Hearing opened at 7:45 p.m.

No speakers.

Public Hearing closed at 7:45 p.m.

City Council:
MOTION: Vice Mayor Klein moved and Councilmember Melton seconded the motion to approve Alternative 1: Adopt the resolutions presented as Attachment 1 (including Exhibit A), attachment 2 (including Exhibits A through D), and Attachment 3
(including Exhibit A) to the report that provide for the adoption of the FY 2018/19 Fee Schedule, Budget, and Appropriations Limit.

AMENDED MOTION: Vice Mayor Klein amended his motion to approve Alternative 1 only. Councilmember Melton seconded the amended motion.

The amended motion carried by the following vote:

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

No: 0

Sunnyvale Financing Authority:
MOTION: Authority Member Melton moved and Authority Member Smith seconded the motion to approve Alternative 2: Adopt the FY 2018/19 Budget Resolution (Sunnyvale Financing Authority) presented as Attachment 4 to the report.

The motion carried by the following vote:

Yes: 7 - Mayor/Authority Chair Glen Hendricks
Vice Mayor/Authority Chair Larry Klein
Councilmember/Authority Member Jim Griffith
Councilmember/Authority Member Gustav Larsson
Councilmember/Authority Member Nancy Smith
Councilmember/Authority Member Russ Melton
Councilmember/Authority Member Michael S. Goldman

No: 0

ADJOURNMENT

Mayor Hendricks adjourned the Special Joint Meeting of the City Council and the Sunnyvale Financing Authority at 8:00 p.m.

City of Sunnyvale

Agenda Item

19-0587 **Agenda Date:** 6/11/2019

SUBJECT

Approve Joint City Council and Sunnyvale Financing Authority Meeting Minutes of December 18, 2018

RECOMMENDATION

Sunnyvale Financing Authority

Approve the Joint City Council and Sunnyvale Financing Authority Meeting Minutes of December 18, 2018 as submitted.

City of Sunnyvale

Meeting Minutes - Draft
City Council

Tuesday, December 18, 2018 | **4:30 PM** | **Council Chambers and West Conference Room, City Hall, 456 W. Olive Ave., Sunnyvale, CA 94086**

Special Meetings: Closed Session-4:30 PM | Study Session-6:30 PM | Regular Meeting-7 PM

CALL TO ORDER

Authority Chair Hendricks called the Sunnyvale Financing Authority Meeting to order at 7:13 p.m.

ROLL CALL

Present: 7 - Authority Chair Hendricks
Authority Member Klein
Authority Member Griffith
Authority Member Larsson
Authority Member Smith
Authority Member Melton
Authority member Goldman

PUBLIC HEARING/GENERAL BUSINESS

2. 18-0977 Receive and File the FY 2017/18 Budgetary Year-End Financial Report, Comprehensive Annual Financial Report (CAFR), the Sunnyvale Financing Authority Financial Report, the Report to the City Council Issued by the Independent Auditors, and Approve Budget Modification No. 13 and the list of Proposed Closed Projects

Finance Director Tim Kirby introduced Assistant Director of Finance Grace Zheng, Budget Manager Felicia Sliva, and Finance Manager Inder Dhillon to the Council, presented the staff report and slide presentation.

David Bullock, Principal with Macias Gini and O'Connell LLP (MGO), presented the Comprehensive Annual Financial Report and slide presentation.

The Public Hearing opened at 7:57 p.m.

Mason Fong spoke in support of staff's recommendation.

The Public Hearing closed at 7:58 p.m.

CITY COUNCIL MOTION: Councilmember Melton moved and Councilmember Goldman seconded Alternative 1, Receive and file the budgetary Year End Financial Report, the audited Comprehensive Annual Financial Report, and the Report to the City Council issued by the independent auditors, approve the list of Proposed Closed Projects, approve Budget Modification No. 13 with a change to adjust Budget Modification No. 13 as follows: $1 million to CalPERS split 50/50 between Miscellaneous and Safety; increase the amount that goes to Pension Trust to $2 million; lower amount to Budget Stabilization Fund (BSF) from $5.7 million to $4.7 million and add that $1 million to the Pension Trust to total $3 million.

The motion failed by the following vote:

Yes: 1 - Vice Mayor Melton

No: 6 - Mayor Hendricks
Mayor Klein
Councilmember Griffith
Councilmember Larsson
Councilmember Smith
Councilmember Goldman

JOINT CITY COUNCIL AND FINANCING ATHORITY MOTION: Councilmember Melton moved and Vice Mayor Klein seconded approval of Alternate 1 for the City Council: 1. Receive and file the budgetary Year End Financial Report, the audited Comprehensive Annual Financial Report, and the Report to the City Council issued by the independent auditors, and Approve Budget Modification No. 13 and the list of Proposed Closed Projects; and Sunnyvale Financing Authority: 1. Receive and file the Sunnyvale Financing Authority Financial Report

The motion carried by the following vote:

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

No: 0

ADJOURNMENT

Authority Chair Hendricks adjourned the Financing Authority Meeting at 8:16 p.m.

City of Sunnyvale

Agenda Item

19-0356 **Agenda Date:** 6/11/2019

REPORT TO COUNCIL AND SUNNYVALE FINANCING AUTHORITY

SUBJECT
Annual City Council Public Hearing on FY 2019/20 Budget and Resource Allocation Plan and Establishment of Appropriations Limit and Sunnyvale Financing Authority Public Hearing on FY 2019/20 Budget

BACKGROUND
The City Charter requires a Public Hearing be held prior to the adoption of the City's budget and resource allocation plan.

Additionally, Article XIIIB of the California Constitution established appropriations limits on government agencies within California. Originally enacted by Proposition 4 in 1979, the appropriations limit creates a ceiling for the appropriations of tax proceeds that can be made by the state, school districts, and local governments in California. The limit uses 1978-79 as the "base" year and is adjusted annually for population growth and cost of living factors. The purpose of the appropriations limit is to preclude state and local governments from retaining excess revenues, which are required to be redistributed back to taxpayers and schools. To date, the City has not exceeded its appropriations limit in any year. Section 7910 of the Government Code requires that the City annually adopt an appropriations limit for the coming year. The supporting documentation for the establishment of the limit must be available for public review at least 15 days prior to the adoption of the appropriations limit resolution. The required material that provides detailed information on the City's appropriations limit has been available for public review since May 8, 2019, included in Volume I of the FY 2019/20 Recommended Budget. It is also provided as Attachment 1 to this report.

The FY 2019/20 Recommended Budget also includes the annual budget for the Sunnyvale Financing Authority, the governing body established to provide the debt service for the Sunnyvale Office Center. The only appropriation for the Financing Authority is the annual debt service payment for the Sunnyvale Office Center. The governing board of the Joint Powers Agency, the Sunnyvale Financing Authority, must also hold a public hearing for the Authority's FY 2019/20 Budget.

EXISTING POLICY
In accordance with the City Charter, the California Constitution, and the California Government Code, a public hearing has been held annually for public comment on the budget and resource allocation plan and appropriations limit for the upcoming fiscal year.

Section 4.2 of the Joint Exercise of Powers Agreement Creating the Sunnyvale Finance Authority requires a public hearing of the Authority's budget.

Council Policy 7.1.1 *Fiscal -Long Range Goals and Financial Policies*:

A.1.7: At least one public hearing shall be held after the City Manager's recommended budget is presented to the Council in order to solicit public input before adoption.

A.1.8: Boards and Commissions should review the annual budget as appropriate to their area of interest and make recommendations to the City Council.

A.1.14: Final actions on study items with significant financial impacts should be withheld until they can be made in the full context of the annual budget process.

E.1.4: The Budget Stabilization Fund will be a minimum of 15% of projected revenues for the first two years of the 20-year planning period. Beyond year two, the Budget Stabilization Fund will always have a balance of at least zero.

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 purpose of the public hearing is to provide an opportunity for the public to voice its opinions on the City's proposed budget and the appropriations limit. Legal ads for the FY 2019/20 Recommended Budget were published in the Sunnyvale Sun on May 24 and 31 as well as June 7, 2019. Legal ads for the Sunnyvale Financing Authority were published in the Sunnyvale Sun on June 7, 2019. The FY 2019/20 Recommended Budget and Resource Allocation Plan is scheduled for adoption on June 25, 2019.

Appropriations Limit

The appropriations limit is set on an annual basis and is dependent upon the change in population within the jurisdiction and the change in the cost of living as determined by the State. As shown in Attachment 1, the appropriations limit for FY 2019/20 is $243,596,754. Expenditures subject to the appropriations limit exclude Redevelopment Successor Agency activity, enterprise and internal service activity, debt service payments, and capital outlay projects purchased with tax proceeds that have a useful life of ten years or more and a value that exceeds $100,000. Non-tax revenues, such as federal and state grants, fees for service, or revenues restricted for specific purposes are also excluded from the calculation. The City will be under the allowable appropriations limit by approximately $105.8 million for FY 2019/20, which means that the City has additional capacity allowed by law of approximately $105.8 million before the limit is reached.

FY 2019/20 Recommended Budget

The FY 2019/20 Recommended Budget is focused on the City's projects and includes a balanced inventory of proposed projects that reflect the City's wide range of services. Therefore, in support of our community values and Council's strategic priorities, this budget allocates significant resources to projects as an investment in the City's infrastructure, public safety, and reducing greenhouse gas emissions. Additionally, this budget positions the City for sustainable, fiscally responsible growth.

This year's Recommended Budget includes:

- A portfolio of projects that make significant investments in the City's transportation, parks, and public facilities infrastructure.
- Significant investments in public safety including an additional $22.3 million over the twenty-year plan for recruitment and training, and the acceleration of $1.8 million for the replacement of two fire engines and the rescue unit with three years.
- The formalization of the first phase of the Civic Center Modernization project; appropriating $212 million for design construction of a new City Hall.
- Investment in the City's transportation infrastructure, including allocation of funds to street and sidewalk maintenance from the Road Maintenance and Rehabilitation Act Senate Bill 1 (SB1) and Measure B half-cent sales tax.
- Continued investment in significant needs of our aging wastewater infrastructure including continued investment in the Sunnyvale Cleanwater Program.
- Investments in personnel-related costs to ensure we attract and retain a high-quality workforce.
- Closing the fiscal strategies included in the FY 2018/19 Budget required to balance the General fund over the long term.
- $1.6 million in funding for the implementation of the City Climate Action Plan.

The FY 2019/20 Recommended Budget provides for a balanced budget of approximately $493.2 million in total revenues and expenditures (including contributions to reserves). Of the expenditure total, $302.2 million is for operating; $96.9 million is for projects, project administration, and council service level set-aside; and $9.6 million is for other expenditures including debt service, lease payments, and equipment. Planned contributions to reserves totals $84.5 million citywide, which factors in drawdowns and additions to reserves across funds.

Projects

Over the course of a project's life, unspent funding is carried over from year-to-year. Accordingly, many construction projects in FY 2019/20 are projects that have continued from prior fiscal years with some project budgets increasing with an additional appropriation in FY 2019/20. Major capital projects include the rehabilitation of the Fair Oaks Avenue Overhead Bridge, Lakewood Branch Library, reconfiguration of Mathilda/237/101 intersection, and the Washington Community Swim Center. Infrastructure funding for the Civic Center Modernization project as well as funding for pavement and the replacement of sidewalks, curbs and gutters is also included. Other significant investments in infrastructure include $214 million for the City's parks with all parks scheduled for renovation over the twenty-year period as well as project funding for the All-Inclusive Playground and Playground Equipment Replacement Project. Additionally, the FY 2019/20 Recommended Budget provides updated project budgets associated with Traffic and Transportation, the Cleanwater Program, and other projects necessary for the repair and/or rehabilitation of the City's infrastructure.

In addition to demonstrating the City's investment in infrastructure, the FY 2019/20 Recommended Budget also includes projects that demonstrate the City's commitment to other strategic initiatives, such as: implementing the IT Strategic Plan, preparing for district-based elections, developing and implementing the City's Climate Action Plan 2.0, and organizational development. Moreover, the budget earmarks $84 million for public safety recruitment and training projects over the twenty-year period. The Recommended Budget includes projects to support affordable housing and human services as well.

Operating

While the FY 2019/20 Budget is focused on projects, the budget also includes significant funding toward operations totaling $302.2 million in FY 2019/20. This budget continues the City's investment in attracting and retaining personnel by prudently planning for total compensation costs over the twenty-year period, including budgeting $9 million over nine years in the City's recently established Pension Stabilization Trust Fund to reserve resources for pension cost uncertainty. Total compensation is estimated to increase approximately 6% in the FY 2019/20 Recommended Budget when compared to the prior year.

The Recommended Budget also reflects current and anticipated contractual costs as well as updated operating costs associated with project completion. Additionally, this budget continues the planned subsidy for the Golf and Tennis Operations fund with $1.5 million programmed for FY 2019/20.

Reserves

One of the key tools the City uses in its budget are reserves. Reserves are intended for many different needs, including emergencies, holding restricted monies, or to balance out cash flow and economic volatility. The funds in which the budget assumes a planned drawdown of reserves include the General Fund, CDBG, Gas Tax, General Services, and Liability and Property. The use of reserves in those funds is offset by addition to reserves in other funds, including Housing, Park Dedication, Development Enterprise, and Capital Projects due to elevated Impact Fee revenue. In addition, the Infrastructure Renovation and Replacement Fund and the Utility funds (i.e. Wastewater and Water) have added to reserves due to funds being set aside for significant capital projects scheduled over the next two to three years.

We frequently discuss the Budget Stabilization Fund Reserve in the General Fund, which serves as the General Fund's economic volatility and cash flow reserve. In the Recommended Budget, the projected Budget Stabilization Fund maintains a stable position throughout the twenty-year plan. Further, the FY 2019/20 General Fund Budget Stabilization Reserve achieves the policy requirement of being at a level of at least 15% of total revenues for the first two years even with the FY 2019/20 Recommended General Fund budget including a drawdown of the Budget Stabilization Fund Reserve of about $4 million.

After adjusting for one-time transactions, expenditures continue to outpace revenues in the near-term. The Budget Stabilization Fund is anticipated to drop to a low of $13 million in FY 2028/29 before revenues are anticipated to outpace expenditures. At the end of the 20-year financial plan, the Budget Stabilization Fund balance is projected at approximately $65 million. City Council Reserve Policy 7.E.1 states that beyond year two, the Budget Stabilization Fund will always have a balance of at least zero and the FY 2019/20 Recommended Budget meets this requirement.

Budget Supplements
For the FY 2019/20 Recommended Budget, thirteen budget supplements are presented for Council consideration. Staff recommended funding for eleven supplements and the City Council had further discussion during the Budget Workshop on May 23, 2019. The City Council approved staff's recommendation with a modification to Budget Supplement # 2. Budget supplement # 2 passed with a substitute motion to fund at a $75,000 level. With this modification, the recommended Budget Supplements total $632,000 in FY 2019/20 and approximately $1.3 million over twenty years. A complete description of each budget supplement is included in Volume I of the FY 2019/20 Recommended Budget.

May 23, 2019 Budget Workshop
Staff provided a detailed presentation on the City's FY 2019/20 Recommended Budget at the Budget Workshop. At the workshop, Council asked for information and/or clarification on a few issues. These items are listed in Attachment 2, with responses or follow-up action noted as appropriate.

Boards and Commissions Budget Review
The City's boards and commissions have had the opportunity to review the FY 2019/20 Recommended Budget, which was made available beginning May 8, 2019. Boards and commissions wishing to make comments, suggestions, or recommendations have the opportunity to testify at the June 11, 2019 public hearing. Testimony from the hearing, as well as draft board and commission meeting minutes discussing the Budget, will be included in the Budget Adoption Report to Council.

Sunnyvale Financing Authority Budget
The Sunnyvale Financing Authority must hold a public hearing and adopt, by resolution the FY 2019/20 Budget for Debt Service related to the Sunnyvale Office Center. This totals $933,026.

FISCAL IMPACT
There is no fiscal impact to this public hearing. Budget adoption is scheduled for June 25, 2019.

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 Web site. Legal ads for the FY 2019/20 Recommended Budget were published in the Sunnyvale Sun on May 24 and 31 as well as June 7, 2019. Legal ads for the Sunnyvale Financing Authority were published in the Sunnyvale Sun on June 7, 2019. Finally, the City's website has included the entire FY 2019/20 Recommended Budget and Resource Allocation Plan since May 8, 2019.

STAFF RECOMMENDATION
City Council:
Conduct a Public Hearing to obtain input from the public as required by City Charter Section 1303, the California Constitution, and the California Government Code. Council can also provide direction to staff on any issue requiring further review prior to the adoption of the FY 2019/20 Budget on June 25, 2019.

Sunnyvale Financing Authority:
Conduct a Public Hearing on the FY 2019/20 Budget. The Board can also provide direction to staff on any issue requiring further review prior to the adoption of the FY 2019/20 Budget on June 25, 2019.

Prepared by: Felicia Silva, Budget Manager
Reviewed by: Timothy J. Kirby, Finance Director
Reviewed by: Teri Silva, Assistant City Manager
Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. FY 2019/20 Appropriations Limit
2. Responses to Council Questions and Requests from the Budget Workshop

CITY OF SUNNYVALE
APPROPRIATIONS LIMIT
FY 2019/20 Recommended Budget

	AMOUNT	SOURCE
A. LAST YEAR'S LIMIT	$ 232,128,614	Prior Year
B. ADJUSTMENT FACTORS		
1. Population	1.0105	State Department of Finance
2. Inflation	1.0385	State Department of Finance
	1.0494	(B1*B2)
Total Adjustment %	0.0494	(B1*B2-1)
C. ANNUAL ADJUSTMENT	$ 11,468,140	(B*A)
D. OTHER ADJUSTMENTS:		
Lost Responsibility (-)	0	
Transfer to private (-)	0	
Transfer to fees (-)	0	
Assumed Responsibility (+)	0	
Sub-total	0	
E. TOTAL ADJUSTMENTS	$ 11,468,140	(C+D)
F. THIS YEAR'S LIMIT	$ 243,596,754	(A+E)

CITY OF SUNNYVALE
CALCULATION OF APPROPRIATIONS LIMIT
FY 2019/20 Adopted Budget

	FY 2018/2019	FY 2019/2020
Appropriations:		
035. General Fund	$ 161,566,696	$ 177,035,999
070. Housing Fund	4,512,698	1,343,169
071. Home Fund	1,009,910	153,829
072. Redevelopment Housing Fund	300,115	1,298,580
110. Community Development Block Grant Fund	1,640,022	1,542,133
141. Park Dedication Fund	1,237,857	686,559
175. Public Safety Forfeiture Fund	41,145	7,090
190. Police Services Augmentation Fund	255,827	265,844
210. Employment Development Fund	10,554,531	10,500,000
245. Parking District Fund	142,588	135,872
280. Gas Tax Fund	210,713	2,351,912
285. Transportation Development Act (TDA) Fund	-	120,887
295. Youth and Neighborhood Services Fund	876,824	900,613
385. Capital Projects Fund	14,179,068	8,465,555
610. Infrastructure Renovation and Replacement Fund	65,753,937	22,583,368
Total Appropriations	**262,281,931**	**227,391,410**
Appropriation Adjustments:		
Current Non-Tax Revenues	(114,439,156)	(114,791,555)
Prior Non-Tax Revenues	(20,266,729)	-
Debt Service Appropriation	-	-
Qualified Capital Outlay	(1,200,250)	(1,054,504)
Total Appropriation Adjustments	**(135,906,135)**	**(115,846,059)**
Appropriations Subject to Limit	**126,375,797**	**111,545,350**
Growth Rate Factor	1.0559	1.0494
Total Allowable Appropriations Limit *(Prior Year Appropriations Limit x Growth Rate Factor)*	232,128,614	243,596,754
Amount Under (Over) Allowable Appropriations Limit	**$ 105,752,817**	**$ 132,051,404**

CITY OF SUNNYVALE
CALCULATION OF APPROPRIATIONS LIMIT
FY 2019/20 Adopted Budget

	FY 2018/2019	FY 2019/2020
Revenues:		
Tax Revenues:		
Property Tax	$ 75,105,869	$ 88,427,248
Sales Tax	31,913,429	30,568,479
Other Taxes	33,097,577	38,329,827
Unrestricted State Subventions	222,960	222,960
Interest Income	1,797,042	3,439,523
Total Tax Revenues	**142,136,877**	**160,988,037**
Non-Tax Revenues:		
Federal Grants	13,915,046	12,213,770
Restricted State Shared Revenues	3,805,275	3,812,544
State Grants/Reimbursements	2,872,207	5,928,988
Other Intergovernmental Contributions	4,038,091	7,493,967
Franchise Fees	7,368,207	7,553,943
Permits and Licenses	1,415,807	1,483,745
Service and Development Fees	50,602,449	65,820,760
Rents and Concessions	3,179,216	3,497,006
Fines and Forfeitures	908,667	925,148
Housing Loan Repayments	788,535	488,837
Revenue from Sale of Property	17,600,000	-
Miscellaneous	150,209	584,040
Inter-Fund Loan Repayments	5,750,302	2,279,134
Interest Income	2,045,146	2,709,675
Total Non-Tax Revenues	**114,439,156**	**114,791,556**
Total Revenues	**$ 256,576,033**	**$ 275,779,592**

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Attachment 2

RESPONSES TO COUNCIL QUESTIONS FROM THE FY 2019/20 BUDGET WORKSHOP

***Council Question*: Is the $500K from Apple that Cupertino is holding for Sunnyvale to mitigate traffic in the budget?**

Staff Response: On April 15, 2014, the City of Cupertino adopted Resolution # 13-084 to approve the permitting for development of Apple Park. As part of the project, Apple is "…required to fund neighborhood cut-through traffic and parking monitoring studies and provide fees to implement needed traffic calming improvements." The conditions of approval (COA) also state that Apple is required to provide up to $500,000 for the City of Sunnyvale and "these contributions will be provided to the City of Cupertino prior to the issuance of the first building permit."

In addition, Apple is required to set baseline (existing) conditions prior to occupancy. Cupertino staff met with Sunnyvale staff to establish the requirements of the baseline analysis and monitoring will occur every five years to determine if there are issues that need to be addressed beyond the baseline. If there are issues identified that need to be addressed, the funding being held for Sunnyvale could be used for items such as traffic calming or neighborhood parking programs.

The baseline study was completed in 2017 and shared with the City. To date, the Apple Campus is not fully occupied and no major issues have been reported. Therefore, the City of Sunnyvale has not received any funds, and the funds would only be provided by Cupertino if there are projects or programs that are identified during the monitoring. Accordingly, if a traffic calming or parking project is warranted, staff would work with the neighborhoods to help identify the appropriate improvements and the $500,000 (or portion thereof, depending on project cost) would be provided to the City at that time. The Department of Public Works Transportation and Traffic Services Division is coordinating the efforts with the City of Cupertino for monitoring the baseline results and will work with Finance to access and appropriate the funds should an eligible project be identified.

***Council Question:* Executive mortgage loan expense doesn't show corresponding repayment revenue – consider a negative in 20th year to offset and/or adding a line in the narrative to explain repayment process.**

Staff Response: Since the Executive Loan program has a maximum loan term of 45 years, which is longer than our financial plan, staff does not recommend including the loan repayment amount in the FY2019/20 long-term financial plan. Staff will add the following paragraph to the "Insurance and Other Benefits" section of the Internal Service Fund Narrative in Volume One of the FY 2019/20 Adopted Budget.

"The Executive Management Mortgage program was established by Council in 1981. The purpose of the program is to enhance the City's ability to hire top quality executive personnel and encourage them to live within Sunnyvale corporate limits. The program may be offered to Council-appointed officers, Assistant and Deputy City Managers and department directors at the time of hire. The maximum loan term is 45 years. The employee may choose a fixed interest or a variable interest rate set at the 11th district costs of funds prevailing rate prior to approval of the loan. Upon termination of employment, the loan shall be payable in full within six (6) months of date of separation. The Recommended Budget includes $2 million for an anticipated upcoming Executive Mortgage.

Repayment is not anticipated in the Long Term Financial Plan as the loan term is longer than twenty years."

Council Question: ***Does Finance track the accuracy of projections in the Long Term Financial Plans - for example, on a five-year basis?***

Staff Response: In FY 2018/19, Finance incorporated a new budget management performance indicator to measure the accuracy of the projections for the General Fund Budget Stabilization Fund. More specifically, the indicator measures, "Actual General Fund Budget Stabilization Fund variance from revised projections as a percentage of total actual revenue and expenditures" This data is included in the General Fund Long Term Financial Plan each fiscal year and the target for this measure is for the variance between the revised projection and actuals to be 3% or less. The first measure was based on FY 2017/18 results and the variance was 5% when the revised projection was compared with actual results.

Council Question: ***Do we have a policy about staying out of fossil fuel investments? (Or anything like that?) Essentially, trying to keep our investments in-line with our environmental sustainability positions.***

Staff Response: Yes, it is a separate section in our investment policy which reads:

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.

Additionally, the management directive the staff have given to Chandler Asset Management, the City's contracted investment manager states more specifically:

Moreover, Chandler will refrain from making any direct investments in:

- Issuers whose primary business revenue is derived from the exploration, extraction, and processing of fossil fuels.
- Tennessee Valley Authority
- Wells Fargo & Co. and its associated subsidiaries

We no longer hold any Tennessee Valley Authority or Wells Fargo investments. Details regarding the City's holdings are reported in a Report to Council quarterly.

Council Question: ***Do we know the impact of downtown sales tax; will it move us closer to our neighbors?***

Staff Response: The sales tax revenue generated from downtown is anticipated to change over time due to Macy's closing and as new downtown businesses become operational. To this end, the FY

2019/20 budget includes $100,000 of anticipated downtown sales tax revenue associated with businesses beginning to operate in the fall of 2019 and increases incrementally over several years as the CityLine project is completed. The General Fund Long Term Financial Plan has $1.1M in FY 2026/27 as the estimated sales tax base for a fully constructed CityLine project with a blend of retail, restaurants, and entertainment. Please note that this estimate may need to be modified once the Downtown Specific Plan is approved. The new estimate will depend on the new amount of retail and office that is approved in the new plan. Changes to the downtown sales tax base are not expected to significantly impact the City's per capita sales tax position relative to our neighboring jurisdictions.

***Council Question*: What is maximum revenue potential for golf operations?**

Staff Response: Based on available tee times, the maximum revenue potential would be approximately $6.2M - $4M at Sunnyvale and $2.2M at Sunken Gardens based on FY 2018/19 rates.

Looking at historical data, the highest number of golf rounds played was in FY 1998/99. Applying current green fees, the two courses would generate approximately $4.8M in total revenue - $3.2M at Sunnyvale and $1.6M at Sunken Gardens. Note that this revenue figure does not account for any increase in fees, etc.

The FY 2019/20 Recommended Budget includes a total of $2.3 million in revenue - $1.7 million from Sunnyvale and $563K from Sunken Gardens.

***Council Question*: Regarding the $250K for rapid rehousing funded by RDA – is there other funding available or are there funding limitations?**

Staff Response: The City serves as administrator of the Sunnyvale Housing Successor Agency (SHSA) pursuant to Resolution 516-12, adopted by Council on January 10, 2012. The City, on behalf of the SHSA, took over the housing-related duties of the City's former Redevelopment Agency (RDA) pursuant to the state laws that dissolved redevelopment agencies in 2012. The SHSA received its first deposit of previously deferred RDA housing set-aside tax increment revenues into the new Low-Moderate Income Housing Asset (LMH) fund in January 2015. State law governs the use of the LMH funds, limiting the types of housing projects and programs that can be funded with LMH. SB 341 of 2013, allows housing successor agencies to use up to $250,000 in LMH funds annually for HPRR programs that comply with the post-dissolution RDA statutes. If the City decided to augment the current HPRR budget with additional funds, other funding sources would need to be utilized.

City of Sunnyvale

Agenda Item

19-0039 **Agenda Date:** 6/11/2019

REPORT TO COUNCIL

SUBJECT
Appoint Applicants to the Bicycle and Pedestrian Advisory Commission, Board of Library Trustees, Heritage Preservation Commission, Housing and Human Services Commission, Parks and Recreation Commission, Personnel Board, and Planning Commission and Sustainability Commission

BACKGROUND

DISCUSSION
The City has ten Council-appointed boards and commissions to recommend and advise City Council on specific policy-related issues for possible Council study and action, and to provide a forum and opportunity for broad community participation in the identification and prioritization of those issues. The term length for boards and commissions is four years, with staggered terms expiring June 30 of each year. Council makes appointments annually in May to fill seats with expiring terms to serve with an effective date of July 1. In addition, the Council fills vacancies as necessary quarterly throughout the year.

Per Council Policy 7.2.19 Boards and Commissions, appointments of board and commission members are placed on the City Council meeting agenda. The appointment process is conducted by one of the following two methods, at the discretion of the Mayor:

- Individual Candidate Votes: The Mayor will announce by board or commission each vacancy including its term, and then will read each applicant's name. Council will vote on each applicant. The candidate receiving the most affirmative votes and at least four affirmative votes, will be appointed. The process is repeated for each board or commission.

- Paper Votes: The Mayor will announce each board or commission in an order predetermined by the City Clerk to facilitate a speedy process and to accommodate applicants who specify multiple preferences. The City Clerk will distribute individual voting sheets to be completed by each Councilmember. The candidate receiving the most votes and at least four affirmative votes will be appointed.

Resolving ties: Should a tie between the candidates receiving the most affirmative votes occur, the affected applicants will be voted on again. If a tie still remains, and the affected applicants each have received at least four affirmative votes, the Mayor would ask the City Attorney to draw the name of the person to be appointed.

Should no candidate receive at least four affirmative votes, the vacancy will remain.

Below is the list of current applicants, the applicants' preferences as indicated on their application (when the applicant has applied for more than one board or commission), and terms of appointments. Applicant information is available upon request from the Office of the City Clerk at cityclerk@sunnyvale.ca.gov or 408-730-7483:

Arts Commission (one term to 6/30/2023)
Melanie Holthaus (2nd preference)

Bicycle and Pedestrian Advisory Commission (Category One, one term to 6/30/2021 and one term to 6/30/2023*)
Daniel Hafeman (Category One - only preference)

Board of Building Code Appeals (two terms to 6/30/2023)
No applicants

Board of Library Trustees (one term to 6/30/2023)
Narottam Joshi (2nd preference)
Mark Isaak (only preference) - Incumbent
Jefferey Brenion (only preference)

Heritage Preservation Commission (two terms to 6/30/2023)
Jodi Marvet (only preference)
Melanie Holthaus (1st preference)
Dawn Hopkins (only preference) - Incumbent

Housing and Human Services Commission (one term to 6/30/2022 and one term to 6/30/2023)
Melanie Holthaus (3rd preference)
Narottam Joshi (3rd preference)
Emily White (only preference)

Parks and Recreation Commission (two terms to 6/30/2023)
Narottam Joshi (1st preference)
Prakash Giri (only preference) - Incumbent

Personnel Board (Council-Nominated Seat, two terms to 6/30/2023)
Barbara Schmidt (only preference) - Incumbent

Planning Commission (two terms to 6/30/2023)
Carol Weiss (only preference) - Incumbent
David Simons (only preference) - Incumbent
Wendi Zhang (only preference)

Sustainability Commission (one term to 6/30/2023**)
Narottam Joshi (Category One - 4th preference)
Murali Srinivasan (Category One - only preference)

* Bicycle and Pedestrian Advisory Commission must have four Category One members (resident and

registered voter of the City) and three Category Two members (contributing member of Parent Teacher Association, neighborhood association, principal/teacher from Sunnyvale schools); the balance of the current makeup is two Category One and three Category Two members.

** Sustainability Commission must have a minimum of three Category One members (Sunnyvale registered voter) and a minimum of one Category Two member(s) (member of the Sunnyvale business community); the balance of the current makeup is four Category One and two Category Two members.

Terms will be effective July 1, 2019. Following appointments, the staff liaison for each board or commission will provide a board/commission-specific orientation and each new member is required to take the Oath of Office, sign the Model of Excellence and attend the board and commission orientation hosted by the Office of the City Clerk. A ceremonial oath will be offered to all incoming members. Continuing vacancies will be scheduled for the recruitment process in August 2019.

EXISTING POLICY
Council Policy 7.2.19 Boards and Commissions

ENVIRONMENTAL REVIEW
The action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental, organizational or administrative activity that will not result in direct or indirect changes in the environment.

FISCAL IMPACT
None.

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. Appoint commissioners from the applicants listed in this report.
2. Provide other direction to staff on how to proceed.

STAFF RECOMMENDATION
Staff makes no recommendation.

Prepared by: David Carnahan, City Clerk
Reviewed by: Jaqui Guzmán, Deputy City Manager
Approved by: Kent Steffens, City Manager

City of Sunnyvale

Agenda Item

19-0357 **Agenda Date:** 6/11/2019

REPORT TO COUNCIL

SUBJECT
Annual Review of Proposed Fees and Charges for Fiscal Year 2019/20

REPORT IN BRIEF
The fees and charges of the City are reviewed and adjusted each year in accordance with Council Policy 7.1.1 *Fiscal -Long Range Goals and Financial Policies.* This annual evaluation ensures that all fees and charges of the City are aligned with the cost to provide fee-related services, except for those fees that are legally limited, market based, or subsidized per Council direction.

After a detailed staff review of fees, necessary adjustments have been made to the proposed Fee Schedule. Fees that are legally limited remain unchanged. Periodically, staff reviews various fees in detail and adjusts them for cost of service, usually once every three to five years. In the intervening periods, fees are adjusted by a general inflation factor. Those fees that did not receive a detailed cost of service review are proposed to be increased 3.5% based on City's labor salaries year-over-year change (Labor Rate Increase). Fees related to construction and materials prices are proposed to increase in accordance with the annual Construction Cost Index (CCI), which increased 3% for May 2019. Another benchmark used to assess the change in certain impact fees for commercial or residential real estate development is the Consumer Price Index for Urban Consumers for the San Francisco-Oakland-Hayward Area (CPI-U SF), which increased by 4% from the prior fiscal year.

The Recommended FY 2019/20 Fee Schedule (Attachment 1) details all proposed fees. Most fees become effective at the start of the new fiscal year, with exception of development processing and mitigation fees, which become effective 60 days after adoption pursuant to Government Code section 66017.

Each year, the City Council reviews recommended changes to the City's fees and charges. The June 11, 2019 public hearing is to allow public input and comment on proposed fees and charges. This hearing on the proposed fees will be followed by Council consideration to adopt updated and new fees on June 25, 2019.

BACKGROUND
The attached Fee Schedule references all City fees, except the proposed utility rates, SMaRT Station Public Haul Gate rates, and fees for recreation services. Fees related to utility services (i.e., water, refuse, and sewer) are being adopted on June 25, 2019 by a separate Council action when the utility rates are set (RTC No. 19-0376). Fees for recreation services are established administratively by the Director of Library and Community Services. Those fees are established based upon market conditions and City Council adopted policies to ensure fairness and accessibility. SMaRT Station Public Haul Gate Rates are established administratively by the Director of Environmental Services based upon disposition costs for recyclables and residues; allowing the flexibility to adjust rates as

market conditions change as is the normal practice for transfer stations and disposal facilities.

EXISTING POLICY

Council Policy 7.1.1 *Fiscal -Long Range Goals and Financial Policies*:
7.1B.5.2 - User charges and fees should be adjusted at least annually to avoid sharp changes.
7.1B.5.4 - User fees should be established at levels which reflect the full cost of providing those services.
7.1B.5.5 - Council may determine for any service whether a subsidy from the General Fund is in the public interest.

California Government Code Section 66016(a): Prior to levying a new fee or service charge, or prior to approving an increase in an existing fee or service charge, a local agency shall hold at least one open and public meeting, at which oral or written presentations can be made, as part of a regularly scheduled meeting. Further, pursuant to Government Code section 66018, a published notice for this public hearing has been published in the Sunnyvale Sun.

ENVIRONMENTAL REVIEW

As the City Council is only conducting a public hearing on the fee schedule and is not taking any action on the fee schedule no environmental review under the California Environmental Quality Act ("CEQA") is required.

DISCUSSION

Council Fiscal Policy guides staff to set fees for services to recover cost where possible and legally allowed. Staff continues to ensure that all fees not legally limited, market based, or subsidized provide for full cost recovery. The results of these efforts have been incorporated into the Recommended FY 2019/20 Fee Schedule (Attachment 1); the proposed Schedule details all recommended fees. For ease of administration, many fees have been rounded to the nearest logical unit. The annual inflation rate of 3.5% proposed to be applied to fees to maintain full cost recovery is derived from City's year-over-year change of citywide salaries and benefits costs. Fees related to construction price changes are proposed to increase 3% in accordance with the CCI for the period of May 2018 to May 2019, as reported by Engineering News-Record. For the CPI-U SF, the United States Bureau of Labor Statistics most recent report (published on May 10, 2019) has shown a 4% increase from April 2018 to April 2019. New fees or fees that are proposed to be adjusted by an amount greater other than the factors discussed above are detailed below.

New Fees

The following proposed new fees would either be charged for a new service, recover the cost resulting from a significant increase in service level for a service that the City already provides, or assess a fee for a service that has been provided at no cost but can be legally charged from the user of the service. Each new fee has been carefully evaluated to ensure it covers the cost of providing each service.

Department of Community Development

4.02(c): Staff Level Permits and Review - No Public Hearings: Miscellaneous Plan Permit or Unspecified

Staff recommends splitting this fee into two separate fees to mitigate necessary cost increases to residents. Although the proposed fee increases would still not achieve a 100% cost recovery due to

the staff time required to evaluate each request, it will bring the City closer while trying to maintain relative price stability for residents.

The new fee proposal would differentiate between residential properties with less than 3 units (single family homes and duplexes) and all other properties (properties with 3 or more units and all non-residential properties). Staff proposes the current fee of $132 to increase to $200 and $400 respectively.

4.02(m) Peery Park Specific Plan: Appeal Fees
Staff is recommending this addition to the fee schedule to establish and clarify the cost of appeal fees regarding the Peery Park Specific Plan. Staff recommends the appeal fee for both requiring and not requiring a public hearing to be $200. Currently staff is using appeal fees from other sections as the basis of the appeal fee for the Peery Park Specific Plan. The cost of the fee is consistent with all other appeal fees in the Community Development section.

Non-Standard Fee and Charge Adjustments
The following fees are adjusted by an amount greater than from Labor Rate Increase, CCI inflation increase, or CPI-U SF inflation increase:

Department of Community Development
Section 4 Appeal Fees at all decision levels (public hearing or non-public hearing)
Staff recommends increasing all appeal fees from $160 to $200. Considerable staff time and effort go into reviewing plans for permit approval. An appeal from an applicant from a public or non-public hearing requires a comprehensive re-evaluation of an application. The evaluation of any appeal, on average, costs the City over $4,000 to conduct.

4.01: Development Related Fees
A technology surcharge applies to each building and engineering project issued and to each planning application that gets filed. Staff recommends a technology surcharge increase of 5.3%, continuing a multi-year step in to a higher fee that will fund the ongoing costs of a new permitting system.

4.02(a) Single Family Homes and Duplexes: Design Review
Staff is recommending design review fees of single-family homes or duplexes that do not require a public hearing increase from $160 to $400, as well as, for those that require a public hearing from $471 to $600. The actual cost for this service is significantly higher than the proposed increases. Although the fee increase does represent a substantial price hike, the increase strives to strike a balance between reflecting actual staffing costs while still trying to maintain affordable services for residents.

4.02(c) Staff Level Permits and Review - No Public Hearing: Preliminary Project Review
Staff is recommending an increase from $390 to $1000. The original intention of this fee was to promote early engagement with staff and promote more detailed plan submission from applicants. These reviews utilize staff across multiple departments/divisions to provide detailed comments and feedback to applicants, which has increased direction/transparency in project requirements for applicants and improved overall relations between staff and applicants.

4.02(e) Moffet Park Specific Plan Administrative Design Review and Minor Special Development Permit
Staff is recommending an increase from $1767 to $2500 for both fees. The cost for these services is estimated to be approximately $4,200 for the level of staff time required. The increase will reduce the deficit between the current fee and staff costs.

4.02(g) Planning Commission Hearings: *Major Special Development Permit*/*Use Permit*
Staff is recommending an increase from $3753 to $5000. It is estimated that the actual cost for these types of reviews is approximately $11,000. The increase will reduce the deficit between the current fee and staff costs.

4.02(i) BMR Alternative Compliance Plan Review
Staff is recommending an increase from $3753 to $5000. When this fee was first established, it was anticipated that only one public hearing would be conducted to review a proposal. After the first proposal was brought before Council in 2017, (RTC No. 16-0618), Council requested an administrative policy change for the Housing and Human Services Commission to review these proposals and make a recommendation prior to going to Council. This has caused a considerable increase in the amount of staff time and effort required to review these proposals.

Department of Finance
5.02 Business Licenses: Auctioneer's Permit
The permit requirement is established in Sunnyvale Municipal Code Chapter 5.16. The calculation is based on updated personnel and indirect program costs each year. Staff recommends a decrease in fee from $289 to $199 as the amount of staff time needed to review an application has decreased.

Department of Public Safety
Section 7.08: Fire Prevention: System Maintenance Testing and Inspection Electronic Report Submittal
Staff recommends increasing this fee from $12 to $15 to reflect an increase in vendor costs.

Department of Public Works
Section 8.03 Transportation/Traffic Fees: Transportation Permit of a vehicle operating on certain City streets exceeding maximums specified in the Vehicle Code of California
Staff recommends an increase from $17.50 to $67.50. The increase is more reflective of staff time required.

Department of Environmental Services
9.06 Groundwater to Sewer Discharge
The proposed fee has been updated to reflect current service based on staff costs, overhead administrative rate and low strength commercial rate as detailed below:

Annual Discharge Permit
- Up to 10,000 gallons - increased from $1124.00 to $1131.00
- Up to 50,000 gallons - increased from $1348.00 to $1384.00
- Up to 100,000 gallons - increased from $1629.00 to $1701.00
- Up to 200,000 gallons - increased from $2090.00 to $2335.00

- Up to 300,000 gallons - increased from $2752.00 to $2969.00
- Up to 400,000 gallons - increased from $3313.00 to $3602.00
- Up to 500,000 gallons - increased from $3875.00 to $4236.00

One-Time Discharge Permit

- Up to 10,000 gallons - increased from $618.00 to $730.00
- Up to 50,000 gallons - increased from $843.00 to $983.00
- Up to 100,000 gallons - increased from $1123.00 to $1300.00
- Up to 200,000 gallons - increased from $1685.00 to $1934.00
- Up to 300,000 gallons - increased from $2246.00 to $2567.00
- Up to 400,000 gallons - increased from $2808.00 to $3201.00
- Up to 500,000 gallons - increased from $3369.00 to $3835.00

9.07 Solid Waste Enforcement Fees: A. Impound Fee
Staff is proposing an increase from $954 to $1029. The increase reflects the current rental rate of an on-call 30 cubic yard debris bin. The title has also been updated to more accurately reflect the charge to “Fee for Collection and Disposal of Impounded Receptacles.”

9.08 Delinquency Processing Fees and Turning on and Restoring Water Service Fees
The majority of fees in this section remain unchanged from prior year. Only fees D and E have increases from $90 to $95 and from $45 to $50 respectively. Staff analyzed the time required to perform each function and found adjustments were needed to maintain cost recovery on fees D and E of this section.

Fees Being Restructured/Replaced/Relocated
The City currently charges fees for the services below, but a restructuring has occurred to better align fees with service delivery or to comply with local, state, or federal laws. Department of Public Safety

Section 7.03: Other Permits and Service: M. Explosives Handling Permit
Staff recommends changing this fee from $345 per application to $122 per individual applicant. Since individual background checks are required for each applicant that is applying for a permit of this type, this fee structure was deemed most reflective of the actual costs required to recover expenses and to be consistent with the fees of other specialized permits of this nature.

Section 7.10 B Animal Control Impound Fees
Staff is proposing to update this section to reflect consistency with the impound fees for dogs and cats charged in other jurisdictions across Santa Clara County. The State fine for unaltered pets was previously included in impounds fees, and has now been given a separate line item for clarity. Waiver of the State fine will be offered as an incentive for owners to spay/neuter their pets upon retrieval, or a refund will be issued if the owner of the pet has been spayed/neutered within 60 days of retrieval.

The table below illustrates the proposed updates:

City Animal Impound Fees

Dogs and Cats	**Current Fee***	**Proposed Fee***
1st Offense	$95.00	$40.00
2nd Offense	$110.00	$75.00
3rd Offense and subsequent offenses	$160.00	$100.00

Humane Society of Silicon Valley may impose additional fees* **State Fine for intact pets (u

Code 30804.7

Dogs and Cats	**Current Fee**	**Proposed Fee**
1st Offense	$30.00	$35.00
2nd Offense	$30.00	$50.00
3rd Offense and subsequent offenses	$30.00	$100.00

Department of Public Works

Section 8.02 Development Projects

Footnote 1, located under public improvement engineering plan check and inspection fees, has been updated to reference the minimum public improvement amount of $10,000 rather than referring to a dollar figure. This was done to reduce the number of updates required for future fee schedules.

Deletions:

Community Development Department

4.029(m) Peery Park Specific Plan: Water Infrastructure Fee

Staff is recommending the deletion of this fee as it was determined that a site by site analysis was sufficient.

FISCAL IMPACT

Most new fees become effective at the start of the new fiscal year on July 1, 2019. Exceptions are changes to Development Processing fees (i.e., filing, accepting, reviewing, approving, or issuing of an application or permit) and mitigation fees; these become effective 60 days after adoption (in accordance with California Government Code Section 66017). The impact of proposed adjustments to these fees has been incorporated in the FY 2019/20 Recommended Budget. Attachment 1 presents the Recommended FY 2019/20 Fee Schedule with proposed fees and charges.

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.

Notice of the public hearing on the proposed fees and charges was published in the Sunnyvale Sun on May 24, May 31, and June 7. Notice was sent to the Building Industry Association and the Tri-County Division of the California Apartment Association, which requested notice pursuant to the Government Code. Boards and commissions wishing to make comments, suggestions, or recommendations may testify at the public hearing.

STAFF RECOMMENDATION

Council is conducting a public hearing in order to solicit public input and provide direction to staff on any fee requiring further review prior to the June 25, 2019 Council meeting where the proposed schedule will be considered for adoption.

Prepared by: Joseph Shin, Budget Analyst
Reviewed by: Timothy J. Kirby, Director, Finance
Reviewed by: Teri Silva, Assistant City Manager
Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. FY 2019/20 Recommended Fee Schedule

CITY OF SUNNYVALE
FISCAL YEAR 2019/20
RECOMMENDED FEE SCHEDULE

GENERAL THROUGHOUT THE CITY

SECTION 1.01 COPIES OF PRINTED MATERIAL

To reimburse the City for costs related to filling public requests for copies of non-confidential records, codes, microfilm data, brochures, booklets and other materials not marked for general distribution. Payment of fees is to be made in advance by cash or check. Postage is to be made in advance by cash or check.

Postage charges will be added if documents are mailed.

** Services may be provided by any City department. For appropriate charge code and object level please contact Finance Department.*

	~~Fiscal Year 2018/19~~	Fiscal Year 2019/20	Charge Code	Object Level 3 & 4	Title (Obj. Lvl. 3)	Title (Obj. Lvl. 4)
A. Current File Records*						
Price per impression or page scanned	~~$0.10~~	$0.10	799212	4117 - 1	Sale of Printed Materials	Finance
	~~$0.10~~	$0.10	799477	4117 - 2	Sale of Printed Materials	Office of the City Manager
	~~$0.10~~	$0.10	799106	4117 - 3	Sale of Printed Materials	CD-Official Plan Lines
	~~$0.10~~	$0.10	799106	4117 - 4	Sale of Printed Materials	CD-Official Plan Lines
	~~$0.10~~	$0.10	799000	4117 - 5	Sale of Printed Materials	PW-Plans and Specs
	~~$0.10~~	$0.10	799170	4117 - 6	Sale of Printed Materials	NOVA
	~~$0.10~~	$0.10	799000	4117 - 7	Sale of Printed Materials	Office of the City Attorney
	~~$0.10~~	$0.10	799106	4117 - 8	Sale of Printed Materials	Community Development
	~~$0.10~~	$0.10	799265	4117 - 9	Sale of Printed Materials	Human Resources
	~~$0.10~~	$0.10	799371	4117 - 10	Sale of Printed Materials	Library
	~~$0.10~~	$0.10	799583	4117 - 12	Sale of Printed Materials	Public Safety
	~~$0.10~~	$0.10	799636	4117 - 13	Sale of Printed Materials	Public Works
	~~$0.10~~	$0.10	799636	4117 - 15	Sale of Printed Materials	Utilities
B. Microfilm and Stored Records*						
(1) Per page	~~$0.10~~	$0.10	799477	4117 - 2	Sale of Printed Materials	Office of the City Manager
(2) Employee's hourly rate plus additives plus percent of administrative costs for research.	~~10%~~	10%	799477	4117 - 2	Sale of Printed Materials	Office of the City Manager
C. Copies on Compact Discs (CD)*	~~$2.00~~	$2.00	799477	4117 - 2	Sale of Printed Materials	Office of the City Manager
D. City Charter (including update)*	~~$7.00~~	$7.00	799477	4117 - 2	Sale of Printed Materials	Office of the City Manager
E. City Ordinances*	~~$0.10 per page~~	$0.10 per page	799477	4117 - 2	Sale of Printed Materials	Office of the City Manager

	~~Fiscal Year 2018/19~~	Fiscal Year 2019/20	Charge Code	Object Level 3 & 4	Title (Obj. Lvl. 3)	Title (Obj. Lvl. 4)
COPIES OF PRINTED MATERIAL (cont'd)						
F. Financial Reports						
Budget - Hard Copy	~~Actual Cost~~	Actual Cost	799212	4117 - 1	Sale of Printed Materials	Finance
Comprehensive Annual Financial Report (CAFR)	~~Actual Cost~~	Actual Cost	799212	4117 - 1	Sale of Printed Materials	Finance
Master Fee Schedule	~~Actual Cost~~	Actual Cost	799212	4117 - 1	Sale of Printed Materials	Finance
G. Transcripts of Meetings* Employee's hourly rate plus additives plus percent of administrative costs.	~~10%~~	10%	799477	4116 - 4	Photocopies	Office of the City Manager
H. Flash Drives 4 GB or below	~~$10.00~~	$10.00	799477	4117 - 2	Sale of Printed Material	Office of the City Manager
SECTION 1.02 DISHONORED CHECKS						
Any person issuing a bank draft, note or check which is returned by a banking institution due to insufficient funds or a closed account or is otherwise dishonored, shall be charged for processing each such item. The amount shall be included in the total sum of all bills, charges, or fees otherwise due and owing to the City. (California Gov't Code 6157(b))	~~$30.00~~	$30.00	799212	1509	Returned Check Charge	
SECTION 1.03 LATE PAYMENT ON CITY INVOICES						
Any person who has been sent an invoice and does not pay the amount due within thirty (30) days of the billing date or any person who fails to renew a permit within thirty (30) days of the expiration thereof but who continues to conduct a business subject to such a permit, shall be charged interest of % per month on the past due amount.	~~1%~~	1%	799000	1507	Late Payment Penalties	
SECTION 1.04 DAMAGE TO CITY PROPERTY						
The party responsible for damage to property of the City shall be charged the cost of labor and materials for repair or replacement, as the case may be, plus % for administrative costs.	~~15%~~	15%	799000	4102	Damage to City Property	
SECTION 1.05 FEES FOR DENIED APPLICATIONS						
Unless otherwise indicated, application fees are not refundable.						
SECTION 1.06 PUBLIC CHARGING STATION USE FEE						
Hourly Use of EV Charging Station	~~$1.50~~	$1.50	799033	2913	EV Charging Station	
OFFICE OF THE CITY ATTORNEY						
SECTION 2.01 COPIES OF SUNNYVALE MUNICIPAL CODE (SMC)*						
A. Sunnyvale Municipal Code (plus postage)	~~Actual Cost~~	Actual Cost	799000	4117 - 7	Sale of Printed Materials	Office of the City Attorney
B. Sunnyvale Municipal Code Supplements (plus postage)	~~Actual Cost~~	Actual Cost	799000	4117 - 7	Sale of Printed Materials	Office of the City Attorney
C. Individual titles and chapters, the actual cost to the City, but not less than	~~$0.10 per page~~	$0.10 per page	799000	4117 - 7	Sale of Printed Materials	Office of the City Attorney

**Sold only by the publisher. Available to view in the reference section of the Sunnyvale Library and on the City's website.*

	~~Fiscal Year 2018/19~~	Fiscal Year 2019/20	Charge Code	Object Level 3 & 4	Title (Obj. Lvl. 3)	Title (Obj. Lvl. 4)
OFFICE OF THE CITY MANAGER						
SECTION 3.01 POLITICAL REFORM ACT MATERIALS						
Campaign Disclosure Reports, Economic Interest Statements, and any other reports/statements that are subject to the provisions of California Government Code Section 81008 shall be assessed the following charges:						
(1) Per page; plus postage if mailed	~~$0.10~~	$0.10	799477	4117 - 2	Sale of Printed Materials	Office of the City Manager
(2) Per request for copies of reports and statements which are 5 or more years old. A request for more than one report or statement at the same time shall be considered a single request.	~~$5.00~~	$5.00	799477	4117 - 2	Sale of Printed Materials	Office of the City Manager
SECTION 3.02 PROVISION OF NOTARY PUBLIC SERVICES						
A. Acknowledgment (per signature)	~~$15.00~~	$15.00	799477	3101	Notary Fee	
B. Jurat (per person for oath or affirmation and certificate)	~~$15.00~~	$15.00	799477	3101	Notary Fee	
C. Depositions (not including $5 for oath and $5 for certificate)	~~$30.00~~	$30.00	799477	3101	Notary Fee	
D. Certified Copy of Power of Attorney (for each Power of Attorney)	~~$15.00~~	$15.00	799477	3101	Notary Fee	
E. Journal Entry Copy (per photocopy of entry)	~~$0.30~~	$0.30	799477	3101	Notary Fee	
EXEMPTIONS: Fee shall be waived for Notary Services provided to the City of Sunnyvale for City business						
SECTION 3.03 INITIATIVE FILING DEPOSIT						
Election Code 9202(b) allows a deposit not to exceed $200. The deposit shall be refunded if initiative subsequently qualifies to appear on the ballot.	~~$200.00~~	$200.00	799000		Deposits and Passthroughs	

	~~Fiscal Year 2018/19~~	Fiscal Year 2019/20	Charge Code	Object Level 3 & 4	Title (Obj. Lvl. 3)	Title (Obj. Lvl. 4)
DEPARTMENT OF COMMUNITY DEVELOPMENT						
SECTION 4.01 DEVELOPMENT RELATED FEES						
NOTE: Per Government Code §66017, certain development processing fees and development impact fees are effective 60 days after adoption.						
Technology Surcharge						
Applies to each building and engineering project issued and to each planning application filed.	~~$20.50~~	$21.60	799041	1375	Technology Surcharge	
SECTION 4.02 PLANNING PERMIT FEES						
4.02(a) SINGLE-FAMILY HOMES AND DUPLEXES (SFH/DUP)						
Design Review: SFH/DUP (no public hearing)	~~$160.00~~	$400.00	799939	1650	Admin. Request Fees	
Design Review: SFH/DUP (requiring public hearing)	~~$471.00~~	$600.00	799939	1351 - 1	Mjr. Permit Applic. Fee	Other
Special Development (SDP)/Use Permit (UP): SFH/DUP	~~$471.00~~	$487.00	799939	1352 - 1	Mnr. Permit Applic. Fee	Other
Variance: SFH/DUP	~~$471.00~~	$487.00	799939	1352 - 1	Mnr. Permit Applic. Fee	Other
4.02(b) SIGNS						
Temporary Sign	~~No Fee~~	No Fee				
Permanent Sign (not in Master Sign Program)	~~$160.00~~	$166.00	799939	1650	Admin. Request Fees	
Master Sign Agreement/Program	~~$860.00~~	$890.00	799939	1650	Admin. Request Fees	
Master Sign Agreement/Program - Minor Modification	~~$390.00~~	$404.00	799939	1650	Admin. Request Fees	

	~~Fiscal Year 2018/19~~	Fiscal Year 2019/20	Charge Code	Object Level 3 & 4	Title (Obj. Lvl. 3)	Title (Obj. Lvl. 4)
4.02(c) STAFF LEVEL PERMITS AND REVIEWS - NO PUBLIC HEARINGS						
Design Review: Except SFH/DUP (Architecture, Landscaping, Lighting, etc.)	~~$390.00~~	$404.00	799939	1650	Admin. Request Fees	
Short-Term Rental Director Review	~~$66.00~~	$68.00	799939	1650	Admin. Request Fees	
Extension of Time: Major/Minor Permits and Tentative Maps	~~$860.00~~	$890.00	799939	1650	Admin. Request Fees	
Family Day Care - Large (not within 300 ft. of another)	~~No Fee~~	No Fee				
Miscellaneous Plan Permit Residential <3 units (MPP or Unspecified)	~~$132.00~~	$200.00	799939	1650	Admin. Request Fees	
Miscellaneous Plan Permit Residential 3 or more and non-residential (MPP or Unspecified)	~~$132.00~~	$400.00	799939	1650	Admin. Request Fees	New Fee
Mobile Vendor Permit	~~$390.00~~	$404.00	799939	1650	Admin. Request Fees	
Preliminary Project Review	~~$390.00~~	$1,000.00	799939	1650	Admin. Request Fees	
Re-Naming of Private Streets	~~$860.00~~	$890.00	799939	1650	Admin. Request Fees	
Temporary and Unenclosed Uses	~~$160.00~~	$166.00	799939	1650	Admin. Request Fees	
Transportation Demand Management Plan - New or Revised Plan	~~$860.00~~	$890.00	799939	1650	Admin. Request Fees	
Tree Removal Permit	~~$291.00~~	$301.00	799939	1650	Admin. Request Fees	
Tree Removal Permit with Certified Arborist Report	~~$160.00~~	$166.00	799939	1650	Admin. Request Fees	
Tree Removal Permit (PG&E)	~~No Fee~~	No Fee	799939	1650	Admin. Request Fees	
Waiver of Undergrounding	~~$1,620.00~~	$1,677.00	799939	1650	Admin. Request Fees	
Zoning Exception	~~$132.00~~	$137.00	799939	1650	Admin. Request Fees	
Appeal of Non-Public Hearing Decision	~~$160.00~~	$200.00	799939	1650	Admin. Request Fees	

	~~Fiscal Year 2018/19~~	Fiscal Year 2019/20	Charge Code	Object Level 3 & 4	Title (Obj. Lvl. 3)	Title (Obj. Lvl. 4)
4.02(d) TELECOMMUNICATION FACILITIES						
Telecommunication Facility: New - MPP, no Public Hearing	~~$471.00~~	$487.00	799939	1650	Admin. Request Fees	
Telecommunication Facility: New - Zoning Administrator Hearing	~~$1,767.00~~	$1,829.00	799939	1352 - 1	Mnr. Permit Applic. Fee	Other
Telecommunication Facility: New - Planning Commission Hearing	~~$3,753.00~~	$3,884.00	799939	1352 - 1	Mnr. Permit Applic. Fee	Other
Telecommunication Facility: Bi-Annual Certificate of Compliance (per provider)	~~$371.00~~	$384.00	799939	1650	Admin. Request Fees	
Telecommunication Facilities: Renewal of Permit	~~$471.00~~	$487.00	799939	1650	Admin. Request Fees	
4.02(e) MOFFETT PARK (MP) SPECIFIC PLAN						
Administrative MP: Design Review	~~$1,767.00~~	$2,500.00	799939	1650	Admin. Request Fees	
Minor MP: SDP	~~$1,767.00~~	$2,500.00	799939	1352 - 2	Mnr. Permit Applic. Fee	Moffett Park
Minor MP: Plan Review (Design Review or SDP)	~~$957.00~~	$990.00	799939	1352 - 2	Mnr. Permit Applic. Fee	Moffett Park
Major MP: SDP or Design Review	~~$3,753.00~~	$3,884.00	799939	1351 - 2	Mjr. Permit Applic. Fee	Moffett Park
Minor MP: Plan Review (Design Review or SDP)	~~$1,912.00~~	$1,979.00	799939	1351 - 2	Mjr. Permit Applic. Fee	Moffett Park
4.02(f) ZONING ADMINISTRATOR HEARINGS						
Parcel Map (4 or fewer lots)	~~$2,870.00~~	$2,970.00	799939	1673 - 1	Subdiv. Map Filing Fee	Planning Tentative Maps
Minor Special Development Permit (SDP)/Use Permit (UP) (Except SFH/DUP)	~~$1,767.00~~	$1,829.00	799939	1352 - 1	Mnr. Permit Applic. Fee	Other
Plan Review: Minor SDP/UP (Except SFH/DUP)	~~$957.00~~	$990.00	799939	1352 - 1	Mnr. Permit Applic. Fee	Other
Variance - Except SFH/DUP	~~$1,767.00~~	$1,829.00	799939	1352 - 1	Mnr. Permit Applic. Fee	Other
Appeal of Zoning Administrator Decision	~~$160.00~~	$200.00	799939	1352 - 1	Mnr. Permit Applic. Fee	Other

	~~Fiscal Year 2018/19~~	Fiscal Year 2019/20	Charge Code	Object Level 3 & 4	Title (Obj. Lvl. 3)	Title (Obj. Lvl. 4)
4.02(g) PLANNING COMMISSION HEARINGS						
Design Review (Except SFH/DUP)	~~$3,753.00~~	$3,884.00	799939	1351 - 1	Mjr. Permit Applic. Fee	Other
Family Day Care - Large (within 300 ft. of another)	~~$160.00~~	$166.00	799939	1351 - 1	Mjr. Permit Applic. Fee	Other
Major Special Development Permit (SDP) /Use Permit (UP)	~~$3,753.00~~	$5,000.00	799939	1351 - 1	Mjr. Permit Applic. Fee	Other
Plan Review: Major SDP/UP	~~$1,912.00~~	$1,979.00	799939	1351 - 1	Mjr. Permit Applic. Fee	Other
Tentative Map - Base Fee	~~$4,707.00~~	$4,872.00	799939	1673 - 1	Subdiv. Map Filing Fee	Other
Plus per Lot	~~$325.00~~	$336.00	799939	1673 - 1	Subdiv. Map Filing Fee	Other
Tentative Map: Modification to COA	~~$1,912.00~~	$1,979.00	799939	1673 - 1	Subdiv. Map Filing Fee	Other
Appeal of Planning Commission Decision	~~$160.00~~	$200.00	799939	1351 - 1	Mjr. Permit Applic. Fee	Other
4.02(h) HERITAGE PRESERVATION REVIEWS						
Resource Alteration Permit (RAP)	~~$225.00~~	$233.00	799939	1352 - 1	Mnr. Permit Applic. Fee	Other
Landmark Alteration Permit (LAP)	~~$550.00~~	$569.00	799939	1352 - 1	Mnr. Permit Applic. Fee	Other
Landmark Alteration Permit: Minor Review or Change	~~$235.00~~	$243.00	799939	1352 - 1	Mnr. Permit Applic. Fee	Other
Extension of Time to LAP or RAP	~~$235.00~~	$243.00	799939	1352 - 1	Mnr. Permit Applic. Fee	Other
Mills Act Contract Request	~~$3,006.00~~	$3,111.00	799939	1352 - 1	Mnr. Permit Applic. Fee	Other
Appeal of Heritage Preservation Commission Decision	~~$160.00~~	$166.00	799939	1352 - 1	Mnr. Permit Applic. Fee	Other

	~~Fiscal Year 2018/19~~	Fiscal Year 2019/20	Charge Code	Object Level 3 & 4	Title (Obj. Lvl. 3)	Title (Obj. Lvl. 4)
4.02(i) PLANNING APPLICATIONS REQUIRING CITY COUNCIL HEARINGS						
Conversion Impact Report: Review	~~$6,251.00~~	$6,470.00	799939	1655	Legislative Action Fees	
BMR Alternative Compliance Plan: Review	~~$3,753.00~~	$5,000.00	799939	1655	Legislative Action Fees	
Development Agreement	~~$6,251.00~~	$6,470.00	799939	1655	Legislative Action Fees	
Development Agreement: Minor Modification	~~$3,126.00~~	$3,235.00	799939	1655	Legislative Action Fees	
Development Agreement: Annual Review	~~$1,563.00~~	$1,618.00	799939	1655	Legislative Action Fees	
General Plan/Specific Plan/Village Center Community Outreach Plan Amendment Initiation	~~$1,476.00~~	$1,528.00	799939	1655	Legislative Action Fees	
General Plan/Specific Plan Amendment Application (after Council initiation)	~~$6,251.00~~	$6,470.00	799939	1655	Legislative Action Fees	
Renaming of Public Streets	~~$6,251.00~~	$6,470.00	799939	1655	Legislative Action Fees	
Rezoning: District Change or Zoning Code Amendment	~~$6,251.00~~	$6,470.00	799939	1655	Legislative Action Fees	
Rezoning: Combining District Heritage Housing (HH)/ Single-Story (S) (per lot)	~~$160.00~~	$166.00	799939	1655	Legislative Action Fees	
Rezoning: Combining District (except HH or S)	~~$3,129.00~~	$3,239.00	799939	1655	Legislative Action Fees	
Specific Plans (including Village Center Plans)	~~$6,251.00~~	$6,470.00	799939	1655	Legislative Action Fees	
4.02(j) ENVIRONMENTAL REVIEW						
CEQA: Environmental Assessment (Initial Study)	~~$860.00~~	$890.00	799939	1654	Environ. Review Fees	
CEQA: Consultant Preparation of Environmental Study or EIR	~~As Needed~~	As Needed	799000		Deposits and Passthroughs	
CEQA: Staff Review of Environmental Study (air quality, noise, etc.)	~~$1,620.00~~	$1,677.00	799939	1654	Environ. Review Fees	
CEQA: Staff Review of EIR or TIA Preparation (% of consulting fee)	~~10% (minimum) $1,620.00~~	10% (minimum) $1,677.00	799939	1654	Environ. Review Fees	

	~~Fiscal Year 2018/19~~	Fiscal Year 2019/20	Charge Code	Object Level 3 & 4	Title (Obj. Lvl. 3)	Title (Obj. Lvl. 4)
4.02(k) OTHER PLANNING ITEMS						
Zoning Letters or Data Research (per hour, 1/2 hour minimum)	~~$111.00~~	$115.00	799939	4116 - 1	Photocopies	Community Development
Renoticing Fee (or same fee as original if extended noticing required)	~~$160.00~~	$166.00	799939	1351 - 1	Mjr. Permit Applic. Fee	Other
Planner Attendance at meetings after hours (listed amount for 2 hours; 2 hour minimum)	~~$181.00~~	$187.00	234422	4121	Misc. Reimbursements	
Tree Replacement In-Lieu Fee without Planning Development Application						
24-inch Box Tree Replacement In-lieu Fee	~~$412.00~~	$412.00	219130	2904 - 3	Street Tree Fees	Tree Replacement In Lieu
36-inch Box Tree Replacement In-lieu Fee	~~$824.00~~	$824.00	219130	2904 - 3	Street Tree Fees	Tree Replacement In Lieu
48-inch Box Tree Replacement In-lieu Fee	~~$1,648.00~~	$1,648.00	219130	2904 - 3	Street Tree Fees	Tree Replacement In Lieu
In-lieu fee does not include the additional tree removal permit fee.						
Tree Replacement In-Lieu Fee with a Planning Development Application	~~Value established by a certified arborist using the Guide for Plant Appraisal by the Council of Tree and Landscape Appraisers~~	Value established by a certified arborist using the Guide for Plant Appraisal by the Council of Tree and Landscape Appraisers	219130	2904 - 3	Street Tree Fees	Tree Replacement In Lieu
Art Permit Reviewed by Arts Commission	~~$4,267.00~~	$4,267.00	626260	1369	Permit - Art	
Art in Private Development In-Lieu Fee	~~1.1% of construction valuation of eligible non-residential developments~~	1.1% of construction valuation of eligible non-residential developments	890170	2349 - 1	In-Lieu Public Art Fees	Art Fee
			890180	2349 - 2	In-Lieu Public Art Fees	Art Maintenance Fee
General Plan Maintenance Fee - Applied to each building project issued (except residential remodels)	~~0.15% of total construction valuation~~	0.15% of total construction valuation	799106	1667 - 1	Plan Maintenance Fees	General Plan Maint.
Park Dedication In-Lieu Fee - Average Fair Market Value per square foot						
* SMC Ch. 18.10 - Residential subdivisions	~~$130.00~~	$130.00	799928	1657 - 1	Park Dedication Fees	Subdivisions
* SMC Ch. 19.74 - Multi-family residential rental housing	~~$130.00~~	$130.00	799930	1657 - 2	Park Dedication Fees	Apartments
Sense of Place Fee	~~$1,269.00~~	$1,307.00	799059	1205 - 1	Sense of Place Fees	Tasman Crossing
Sense of Place Fee	~~$2,428.00~~	$2,501.00	799059	1205 - 2	Sense of Place Fees	East Sunnyvale, residential unit
Sense of Place Fee	~~$0.92 per sq. ft.~~	$0.95 per sq. ft.	799059	1205 - 2	Sense of Place Fees	East Sunnyvale, nonresidential s.f.
Sense of Place Fee	~~$1,269.00~~	$1,307.00	799059	1205 - 3	Sense of Place Fees	Fair Oaks Junction

* Per Government Code §66017, certain development processing fees and development impact fees are effective 60 days after adoption.

	~~Fiscal Year 2018/19~~	Fiscal Year 2019/20	Charge Code	Object Level 3 & 4	Title (Obj. Lvl. 3)	Title (Obj. Lvl. 4)
OTHER PLANNING ITEMS (cont'd)						
Expanded Noticing Fee						
500-foot radius	~~$345.00~~	$357.00	799939	1351 - 1	Major Permit Application Fees	Other
1,000-foot radius	~~$1,085.00~~	$1,123.00	799939	1351 - 1	Major Permit Application Fees	Other
2,000-foot radius	~~$2,221.00~~	$2,299.00	799939	1351 - 1	Major Permit Application Fees	Other
Consultant Provided Special Studies or Services	~~As needed~~	As needed	799000		Deposits and Passthroughs	
Consultant Provided Special Studies or Services: Staff Review (% of consulting fee)	~~10% minimum of $1,620.00~~	10% minimum of $1,677.00	799939	1351 - 1	Major Permit Application Fees	Other
4.02(l) DEVELOPMENT IMPACT FEES RELATED TO HOUSING						
Legacy Housing Mitigation Fees for Industrial Projects SMC 19.22.035 (For projects subject to 19.22.035 & approved on or before 9/13/15)	~~$11.00 per Applicable Sq. Ft.~~	$11.40 per Applicable Sq. Ft.	799109	1204	Housing Mitigation	
Housing Impact Fee for Nonresidential Developments (SMC 19.75.030)						
Office/Industrial/R&D Projects						
First 25,000 net new sq. ft. of project	~~$8.25~~	$8.60	799109	1680 - 1	Housing Mitigation (new)	Office/Industrial Rate
(parking structures & amenity buildings exempt)	~~per Applicable Sq. Ft.~~	per Applicable Sq. Ft.				
All remaining net new sq. ft. of project	~~$16.50~~	$17.20				
	~~per Applicable Sq. Ft.~~	per Applicable Sq. Ft.	799109	1680 - 1	Housing Mitigation (new)	Office/Industrial Rate
Retail/Lodging Projects	~~$8.25~~	$8.60				
Applies to all net new sq. ft. in project	~~per Applicable Sq. Ft.~~	per Applicable Sq. Ft.	799109	1680 - 2	Housing Mitigation (new)	Retail/Lodging Rate
Housing Impact Fee For Rental Housing (SMC 19.75.040) (Applies to net new habitable sq ft in rental projects approved on or after 9/14/15)						
Small Rental Projects (Four to seven units)	~~$9.25~~	$9.60				
	~~per Applicable Sq. Ft.~~	per Applicable Sq. Ft.	799109	1681 - 1	Rental Impact Fee	Small Apartment Rate
Large Rental Projects (Eight or more units)	~~$18.50~~	$19.20				
See SMC 19.75.040 for details	~~per Applicable Sq. Ft.~~	per Applicable Sq. Ft.	799109	1681 - 2	Rental Impact Fee	Large Apartment Rate

	~~Fiscal Year 2018/19~~	Fiscal Year 2019/20	Charge Code	Object Level 3 & 4	Title (Obj. Lvl. 3)	Title (Obj. Lvl. 4)
4.02 (m) PEERY PARK SPECIFIC PLAN (PPSP)						
(RTC 16-0907)						
PPSP Conditional Use Permit - Director No Public Hearing	~~$390.00~~	$404.00	799939	1650 - 1	Admin. Request Fee	Peery Park
PPSP Conditional Use Permit - Director with Public Hearing	~~$957.00~~	$990.00	799939	1352 - 3	Minor Permit Applic. Fee	Peery Park
PPSP Conditional Use Permit - Planning Commission (May also Include PPSP Plan Review - Planning Commission)	~~$3,753.00~~	$3,884.00	799939	1351 - 3	Major Permit Applic. Fee	Peery Park
PPSP Plan Review - Director No Public Hearing	~~$390.00~~	$404.00	799939	1650 - 1	Admin. Request Fee	Peery Park
PPSP Plan Review - Director with Public Hearing	~~$1,912.00~~	$1,979.00	799939	1352 - 3	Minor Permit Applic. Fee	Peery Park
PPSP Plan Review -Planning Commission	~~$5,664.00~~	$5,862.00	799939	1351 - 3	Major Permit Applic. Fee	Peery Park
PPSP Plan Review - Council	~~$7,139.00~~	$7,389.00	799939	1351 - 3	Major Permit Applic. Fee	Peery Park
Peery Park Specific Plan Fee*	~~0.082% of total construction valuation~~	0.082% of total construction valuation	799106	1667 - 2	Plan Maintenance Fee	Peery Park
Peery Park Sense of Place Fee*	~~Ad hoc~~	Ad hoc	799059	1205 - 4	Sense of Place Fee	Peery Park
Peery Park Infrastructure Fees*:						
Wastewater	~~$3.12 per net new sq. ft.~~	$3.12 per net new sq. ft.	799923	3097 - 1	~~Water~~ Infrastructure Fee - Wastewater	Peery Park
Appeal of Non-Public Hearing PPSP Decision	~~$160.00~~	$200.00	799939	1650 - 1	Admin Request Fees	Peery Park
Appeal of Planning Commission PPSP Decision	~~$160.00~~	$200.00	799939	1351 - 3	Major Permit Applic. Fee	Peery Park

*Breakdown of the PPSP Fee is explained in RTC 16-0621.

	~~Fiscal Year 2018/19~~	Fiscal Year 2019/20	Charge Code	Object Level 3 & 4	Title (Obj. Lvl. 3)	Title (Obj. Lvl. 4)
SECTION 4.03 BUILDING DIVISION FEES						
4.03(a) GENERAL FEES						
Permit Issuance Each Permit or Combined Permit Issued	~~$30.50~~	$31.50	799939	1354	Permit - Building	
Occupancy/Miscellaneous Inspections Any inspection for which no fee is otherwise prescribed	~~$277.00~~	$287.00	799939	1361	Permit - Miscellaneous	
Re-Inspection (Re-inspection fee may be assessed for each re-inspection when such portion of work is not complete or when corrections called for are not made. SMC 16.16.030)	~~$277.00~~	$287.00	799939	1361	Permit - Miscellaneous	
After hours inspection or plan check per hour (2 hour minimum)	~~$191.00~~	$198.00	233240	1676	Special Inspection Reimbursement	
Data Research Fees (per hour with 1/2 hour minimum)	~~$111.00~~	$115.00	799939	1361	Permit - Miscellaneous	
Request for Address Change	~~$225.00~~	$233.00	799939	1361	Permit - Miscellaneous	
Request for Copies of Professionally Designed Plans (per hour with 1/2 hour minimum)	~~$111.00~~	$115.00	799939	1361	Permit - Miscellaneous	
4.03(b) PLAN CHECK FEES						
Plan Check - % of Building Permit Fee	~~70%~~	70%	799939	1670	Plan Check Fees	
Energy Plan Check Fee - % of Building Permit Fee	~~10%~~	10%	799939	1653	Energy Plan Check Fee	
NOTE: When a single project contains identical floor plan types (model floor plans), the first plan type shall be charged at the full plan check and energy plan check fee and each repeat plan type shall be charged 50% of the plan check and energy plan check fees.						
Resubmittal plan check fee per hour (2 hour minimum) May be assessed when submittal documents are incomplete or changed. SMC 16.16.030	~~$191.00~~	$198.00	799939	1670	Plan Check Fees	
4.03(c) BUILDING PERMIT FEES						
Unless otherwise listed in this fee schedule, the fee for each building permit shall be as set forth in the 2001 California Building Code Table 1-A plus annual inflation. Current charges based on the aforementioned information are listed in Attachment A.	~~See Table in Attachment A~~	See Table in Attachment A	799939	1354	Permit - Building	
Construction valuation, where applicable, shall be determined based on the table approved by the Director of Community Development, which is located in Attachment B.	~~See Table in Attachment B~~	See Table in Attachment B				

	~~Fiscal Year 2018/19~~	Fiscal Year 2019/20	Charge Code	Object Level 3 & 4	Title (Obj. Lvl. 3)	Title (Obj. Lvl. 4)
4.03(d) SMALL PROJECT/FIXED FEE PERMITS						
Temporary Building Permit/Temporary Occupancy	~~$493.00~~	$510.00	799939	1366	Permit - Temp. Bldg.	
Re-roofing Permit						
0 - 3,000 square feet	~~$263.00~~	$272.00	799939	1354	Permit - Building	
3,001 - 10,000 square feet	~~$370.00~~	$383.00	799939	1354	Permit - Building	
Over 10,000 square feet	~~$461.00~~	$477.00	799939	1354	Permit - Building	
Photovoltaic Systems						
Single Family or Duplex	~~$253.00~~	$262.00	799939	1354	Permit - Building	
Grading Permit						
Single Family or Duplex	~~$214.00~~	$221.00	799939	1358	Permit - Grading	
All Others	~~$919.00~~	$951.00	799939	1358	Permit - Grading	
Demolition permit	~~$331.00~~	$343.00	799939	1652	Demolition Fees	
Sign Permit	~~$144.00~~	$149.00	799939	1364	Permit - Sign	
Plumbing, Residential						
per square foot	~~$0.08~~	$0.08	799939	1363	Permit - Plumbing & Gas	
or minimum fee (whichever is greater)	~~$94.00~~	$97.00	799939	1363	Permit - Plumbing & Gas	
Plumbing, Non-Residential						
per square foot	~~$0.13~~	$0.13	799939	1363	Permit - Plumbing & Gas	
or minimum fee (whichever is greater)	~~$280.00~~	$290.00	799939	1363	Permit - Plumbing & Gas	
SMALL PROJECT/FIXED FEE PERMITS (cont'd)						
Mechanical, Residential						
per square foot	~~$0.08~~	$0.08	799939	1360	Permit - Mechanical	
or minimum fee (whichever is greater)	~~$94.00~~	$97.00	799939	1360	Permit - Mechanical	
Mechanical, Non-Residential						
per square foot	~~$0.13~~	$0.13	799939	1360	Permit - Mechanical	
or minimum fee (whichever is greater)	~~$280.00~~	$290.00	799939	1360	Permit - Mechanical	
Electrical, Residential						
per square foot	~~$0.08~~	$0.08	799939	1355	Permit - Electrical	
or minimum fee (whichever is greater)	~~$94.00~~	$97.00	799939	1355	Permit - Electrical	
Electrical, Non-Residential						
per square foot	~~$0.13~~	$0.13	799939	1355	Permit - Electrical	
or minimum fee (whichever is greater)	~~$280.00~~	$290.00	799939	1355	Permit - Electrical	

NOTE: When a single piece of equipment is installed that requires more than one permit (plumbing, electrical, or mechanical permits) the permit fees may be reduced by 50% if only one inspection is required.

	~~Fiscal Year 2018/19~~	Fiscal Year 2019/20	Charge Code	Object Level 3 & 4	Title (Obj. Lvl. 3)	Title (Obj. Lvl. 4)
SECTION 4.04 FIRE PROTECTION ENGINEERING FEES						
Single Family Residences. Permit fee based on % of the building permit fee from the building permit schedule.	~~70%~~	70%	799939	1356	Permit - Fire Prev Const.	
Apartments, Condominiums, Townhouses. Permit fee based on % of the building permit fee from the building permit fee schedule.	~~70%~~	70%	799939	1356	Permit - Fire Prev Const.	
Nonresidential Buildings. Permit fee based on % of the building permit fee from the building permit fee schedule.	~~70%~~	70%	799939	1356	Permit - Fire Prev Const.	
NOTE: Fire construction fees are all inclusive, e.g., underground systems, overhead fire sprinkler systems, fire suppression systems, smoke detectors, alarm & annunciation systems, kitchen ventilation systems.						
After hours inspection or plan check per hour (2 hour minimum)	~~$191.00~~	$198.00	799939	1356	Permit - Fire Prev Const.	
Resubmittal per hour (2 hour minimum)	~~$191.00~~	$198.00	799939	1356	Permit - Fire Prev Const.	
Inspection cancellation fee	~~$247.00~~	$256.00	799939	1356	Permit - Fire Prev Const.	
Re-Inspection (Re-inspection fee may be assessed for each re-inspection when such portion of work is not complete or when corrections called for are not made. SMC 16.16.030)	~~$277.00~~	$287.00	799939	1356	Permit - Fire Prev Const.	
SECTION 4.05 COPIES OF PRINTED MATERIAL						
A. Maps (plus postage, if mailed)						
Zoning (color): 36" x 52"	~~$73.50~~	$76.00	799939	4117 - 4	Sale of Printed Materials	Sale of Maps
General Plan Land Use and Transportation						
(color) 11" x 17"	~~$9.10~~	$9.40	799106	4117 - 4	Sale of Printed Materials	Sale of Maps
(color) 24" x 36"	~~$73.50~~	$76.00	799106	4117 - 4	Sale of Printed Materials	Sale of Maps
(color) 36" x 60"	~~$76.00~~	$78.50	799106	4117 - 4	Sale of Printed Materials	Sale of Maps
On Compact Disc						
Zoning	~~$22.00~~	$23.00	799939	4124 - 1	Sale of Electronic Materials	Zoning Maps on CD
General Plan	~~$22.00~~	$23.00	799106	4124 - 2	Sale of Electronic Materials	Other Maps on CD
Flood Zone	~~$22.00~~	$23.00	799939	4124 - 2	Sale of Electronic Materials	Other Maps on CD
Open Space	~~$22.00~~	$23.00	799939	4124 - 2	Sale of Electronic Materials	Other Maps on CD
B. General Plan documents (plus postage, if mailed)						
Color copy with 3-ring binder	~~$96.00~~	$99.50	799106	4117 - 5	Sale of Printed Materials	Plans and Specs
Black and white copy	~~$27.50~~	$28.50	799106	4117 - 5	Sale of Printed Materials	Plans and Specs
Specific Plans and Precise Plans	~~$27.50~~	$28.50	799106	4117 - 5	Sale of Printed Materials	Plans and Specs
Housing Element	~~$27.50~~	$28.50	799106	4117 - 5	Sale of Printed Materials	Plans and Specs
Retired Sub-elements	~~$14.00~~	$14.50	799106	4117 - 5	Sale of Printed Materials	Plans and Specs
General/Specific Plans on Compact Disc	~~$22.00~~	$23.00	799106	4124 - 3	Sale of Electronic Materials	Plans and Specs
C. Design Guidelines (plus postage, if mailed) (includes: Citywide, Industrial, Murphy Avenue, Single-Family, Eichler, Taaffe-Frances and others as adopted)	~~$11.00~~	$11.50	799939	4117 - 5	Sale of Printed Materials	Plans and Specs
D. Residential Construction Standards Book	~~$7.40~~	$7.70	799939	4117 - 5	Sale of Printed Materials	Plans and Specs
E. Storm Drain Inlet Markers (Price Per Unit)	~~$3.75~~	$3.75	799939	1361	Permit - Miscellaneous	

	~~Fiscal Year 2018/19~~	Fiscal Year 2019/20	Charge Code	Object Level 3 & 4	Title (Obj. Lvl. 3)	Title (Obj. Lvl. 4)
SECTION 4.06 HOUSING DIVISION FEES						
4.06(a) BELOW MARKET RATE (BMR) PROGRAM FEES						
A. BMR Tenant-Employee Recertification Review annual BMR eligibility recertification forms of current BMR tenants who are also employees of the property owner/manager of the property and wish to continue renting a BMR unit (new tenancies of property management staff are no longer allowed). Issue a letter confirming or denying the applicant's continued eligibility to rent the BMR unit.	~~$100.00~~	$100.00	799004	1668 - 1	BMR Fees	Renter Eligibility
B. BMR Program Eligibility Verification Fee Review of applicant's documentation of household income, borrowing capacity, and first-time homebuyer status to determine if they are eligible to buy a BMR home. This eligibility verification allows buyers to begin viewing BMR homes when they become available, and/or sign up on a waiting list, if needed.	~~$75.00~~	$75.00	799004	1668 - 5	BMR Fees	Eligibility Verification Fee
C. Application Fee for Purchase of BMR Home Review applicant's BMR Application to Purchase; proposed sales contract, financing; confirm eligibility to buy BMR; underwrite file. This fee is non-refundable, regardless of eligibility determination or applicant's ultimate decision to purchase or not.	~~$500.00~~	$500.00	799004	1668 - 2	BMR Fees	Purchase Application Processing Fee
D. BMR Purchase Escrow Fee Preparation of City escrow instructions; final coordination with loan and escrow officers, buyer and seller, real estate agents; preparation of the BMR covenants, deeds of trust, and other legal forms; and ongoing associated expenses.	~~$500.00~~	$500.00	799004	1668 - 6	BMR Fees	Escrow Approval Fee
E. BMR Refinance Application Fee Review applications to refinance a BMR home; determine if any City loan pay-offs are required; underwrite proposed new loan for BMR affordability requirements; if approved, prepare City escrow documents and pay-off demand if applicable.	~~$400.00~~	$400.00	799004	1668 - 3	BMR Fees	Refinance Processing Fee

	~~Fiscal Year 2018/19~~	Fiscal Year 2019/20	Charge Code	Object Level 3 & 4	Title (Obj. Lvl. 3)	Title (Obj. Lvl. 4)
BELOW MARKET RATE (BMR) PROGRAM FEES (cont'd)						
F. BMR In-Lieu Fee Fees paid in lieu of providing BMR units otherwise required by SMC 19.67. Fee calculated based on SMC Section 19.67. 090(b) and project's recorded Developer Agreement. Payment of fees in lieu of the project's entire BMR obligation must be approved by Council. Payment of fractional fees does not require prior Council approval and is based on the fraction identified in the project's Developer Agreement. The total amount of the in-lieu fee equals 7% of the contract sales price or appraised market value, whichever is higher, of all market-rate units in the project. If the applicant is paying an in-lieu fee for a fractional unit only, the fee rate is adjusted pro-rata.	~~Calculated per Formula~~	Calculated per Formula	799004	1668 - 4	BMR Fees	BMR In-Lieu Fee
G. Affordable Housing Developer Agreement Preparation						
Applies to residential developers with projects that include an affordable housing density bonus and/or that are subject to SMC 19.67 (BMR Ownership Housing) but are not pursuing approval of an alternative compliance method under 19.67.090. The fee covers staff time to review program requirements and agreement terms with applicants review proposed unit selection and characteristics, costs for consultation with special housing counsel and/or in-house counsel as needed, and document preparation and recording.						
BMR Ownership Agreement (Standard)	~~$1,116.00~~	$1,155.00	799004	1668 - 7	BMR Fees	BMR For-Sale
Rental-Only Density Bonus Agreement	~~$1,116.00~~	$1,155.00	799004	1668 - 8	BMR Fees	Rental-only DB
Combo Agreement (BMR and Density Bonus, any type)	~~$1,116.00~~	$1,155.00	799004	1668 - 9	BMR Fees	Combo BMR/DB
Condo-Mapped Rental Project BMR Agreement	~~$1,116.00~~	$1,155.00	799004	1668 - 10	BMR Fees	Condo-Map Rental BMR
(Applies BMR ownership requirement to rental projects with condo maps. BMR requirement is deferred until sale of condos.)						

	~~Fiscal Year 2018/19~~	Fiscal Year 2019/20	Charge Code	Object Level 3 & 4	Title (Obj. Lvl. 3)	Title (Obj. Lvl. 4)
DEPARTMENT OF FINANCE						
SECTION 5.01 UTILITY BILLING DEPOSITS						
Customers receiving or applying to receive garbage and/or sewer service only	An amount equivalent to the established charges for utility services for 2 billing periods	An amount equivalent to the established charges for utility services for 2 billing periods	799924		Deposits and Passthroughs	
SECTION 5.02 BUSINESS LICENSES						
For business license tax information, please refer to Attachment C.						
Auctioneer's Permit	$289.00	$199.00	799000	1361	Permit - Misc.	
Replacement license/Business information screen print	A fee not to exceed the cost of issuance	A fee not to exceed the cost of issuance	799000	450	Business License Tax	
Business license tax report:						
Electronic	A fee not to exceed the cost of issuance	A fee not to exceed the cost of issuance	799212	4117 - 1	Bus. Lic. Processing Fees	Electronic Report
Hard-copy	A fee not to exceed the cost of issuance	A fee not to exceed the cost of issuance	799212	4117 - 1	Bus. Lic. Processing Fees	Hard-copy Report
SECTION 5.03 BINGO FEES (SMC Ch. 9.37)						
Application for License	$50.00	$50.00	799000	1353	Permit - Bingo	
Denied License Refund	$25.00	$25.00	799000	1353	Permit - Bingo	
License Renewal	$50.00	$50.00	799000	1353	Permit - Bingo	

(NOTE: Bingo fees are subject to limitations set forth in Penal Code Section 326.5.)

	~~Fiscal Year 2018/19~~	Fiscal Year 2019/20	Charge Code	Object Level 3 & 4	Title (Obj. Lvl. 3)	Title (Obj. Lvl. 4)
DEPARTMENT OF LIBRARY AND COMMUNITY SERVICES						
SECTION 6.01 LIBRARY FINES AND FEES						
A. Fines for Overdue Materials						
Books, CDs, Books on CD, DVDs, E-Book Readers, Magazines, etc.						
Per Day Per Item	$0.30	$0.30	620100	1502 - 1	Fines-Library Overdue Mat	Circulation Desk Payments
Not to Exceed Per Item	$10.00	$10.00	620100	1502 - 1	Fines-Library Overdue Mat	Circulation Desk Payments
B. Charges						
Replacement Cost for Lost or Damaged Item	Cost of Item as Represented in Library Record	Cost of Item as Represented in Library Record	799371	2102	Lib - Lost & Damaged-Circ Desk Pymts	
Processing Fee for Lost or Damaged Paperbacks, Boardbooks, Magazines	$5.00	$5.00	799371	2102	Lib - Lost & Damaged-Circ Desk Pymts	
Processing Fee for Lost or Damaged Items (Except Paperbacks, Boardbooks, Magazines)	$12.00	$12.00	799371	2102	Lib - Lost & Damaged-Circ Desk Pymts	
C. Internet Payments						
Library Fines and Fees Collected via Internet	As Described Above in Section 6.01 A and B	As Described Above in Section 6.01 A and B	620100	1502 - 2	Fines & Fees-Library	Internet Payments
SECTION 6.02 ACTIVITY AND FACILITY USE FEES						
The Director of Library and Community Services is authorized to administratively establish Activity and Facility Use Fee Schedules for recreation activities and services not otherwise specified in this document. Schedules shall be established based upon market conditions and City Council adopted policies to ensure fairness and accessibility while attaining fiscal self-sufficiency. Schedules shall be published and available to the public.						
SECTION 6.03 COMMUNITY SPECIAL EVENT FEES						
Application Fee-Minor *	$33.50	$33.50	626610	1374	Community Special Event Fees	
Application Fee-Major *	$134.00	$134.00	626610	1374	Community Special Event Fees	
	$585.00	$585.00 -				
Refundable Damage Deposit **	$5,853.00	$5,853.00	799000		Deposits and Passthroughs	

* *Other fees may apply before a Special Event Permit is issued. In addition to the costs of inspections and other City services (i.e. Public Safety), other fees such as permit fees will apply for tents, stages, etc. Depending on the type of event, respective fees may vary.*

** *The Refundable Damage Deposit ranges from $568 - $5,683 depending on the facility(ies) being used and the scope of the event.*

	~~Fiscal Year 2018/19~~	Fiscal Year 2019/20	Charge Code	Object Level 3 & 4	Title (Obj. Lvl. 3)	Title (Obj. Lvl. 4)
DEPARTMENT OF PUBLIC SAFETY						
SECTION 7.01 COPIES OF MATERIALS						
A. Copy of an incident report.	$0.10 per page	$0.10 per page	799583	2765 - 2	Other Public Safety Fees	Copy of Incident Reports
EXEMPTION. One copy of the report shall be furnished to a victim of the crime at no charge.						
B. Informal Traffic Discovery (California (CA) Penal Code, Section 1054.1)						
Copy of Video (DVD)	$1.00 + $25.00 Research Fee	$1.00 + $25.00 Research Fee	799583	2765 - 3	Other Public Safety Fees	Copy of File
Photographs - Printed/Paper	$1.00 each	$1.00 each	799583	2765 - 7	Other Public Safety Fees	Photographs
Photographs - Digital (CD)	$2.00	$2.00	799583	2765 - 7	Other Public Safety Fees	Photographs
Audio Recording	$5.00 each	$5.00 each	799583	2765 - 3	Other Public Safety Fees	Copy of File
Documents	$0.10 per page	$0.10 per page	799583	2765 - 3	Other Public Safety Fees	Copy of File
C. Public Records Request (California Government Code, Section 6253.9(b))						
Copies on Compact Discs (CD)	$2.00	$2.00	799583	2765 3	Other Public Safety Fees	Copy of File
Photographs - Printed/Paper	$1.00 each	$1.00 each	799583	2765 - 7	Other Public Safety Fees	Photographs
Photographs - Digital (CD)	$2.00	$2.00	799583	2765 - 7	Other Public Safety Fees	Photographs
Audio or Video Recording	$5.00 each	$5.00 each	799583	2765 - 3	Other Public Safety Fees	Copy of File
Documents (Including Address Searches)	$0.10 per page	$0.10 per page	799583	2765 - 3	Other Public Safety Fees	Copy of File
D. Public Records Request - Electronic Records (California Government Code, Section 6253.9(b)) *"The requester shall bear the cost of producing a copy of the record, including the cost to construct a record, and the cost of programming and computer services necessary to produce a copy of the record when either of the following applies: The request would require data compilation, extraction, or programming to produce the record."*	Actual Cost	Actual Cost	799583	2765 - 3	Other Public Safety Fees	Copy of File
E. Civil Subpoena Fees - Document Production (California Evidence Code, Section 1563)						
Copy of Video (DVD)	$1.00 each + $24.00 per hour Administrative Fee	$1.00 each + $24.00 per hour Administrative Fee	799583	2765 - 3	Other Public Safety Fees	Copy of File
Photographs	$1.00 each + $24.00 per hour Administrative Fee	$1.00 each + $24.00 per hour Administrative Fee	799583	2765 - 7	Other Public Safety Fees	Photographs
Audio Recording	$5.00 each + $24.00 per hour Administrative Fee	$5.00 each + $24.00 per hour Administrative Fee	799583	2765 - 3	Other Public Safety Fees	Copy of File
Documents	$0.10 per page + $24.00 per hour Administrative Fee	$0.10 per page + $24.00 per hour Administrative Fee	799583	2765 - 3	Other Public Safety Fees	Copy of File

	~~Fiscal Year 2018/19~~	Fiscal Year 2019/20	Charge Code	Object Level 3 & 4	Title (Obj. Lvl. 3)	Title (Obj. Lvl. 4)
SECTION 7.02 POLICE SERVICES						
A. Civil Subpoena Fees - Personal Appearance (California Government Code, Section 68096.1) Deposit per subpoena per day	~~$275.00~~	$275.00	799583		Deposits and Passthroughs	
Actual cost including all salary, benefits, and travel expenses	~~Actual Cost~~	Actual Cost	799583	2769	Civil Subpoena Fees	
B. Vehicle Mechanical or Registration Violation Citation Correction Verification (Fix-it Ticket sign off) Applies to non-residents, and residents whose citation was issued by an outside agency.	~~$31.00~~	$32.00	799583	2765 - 4	Other Public Safety Fees	Violation Citation Correction
SECTION 7.03 OTHER PERMITS AND SERVICES (not including State pass-through costs)						
A. Concealed Weapons Permit (CA Penal Code, Section 26190(b)(1) and (2)) 20% to be collected at time of application. 80% to be collected at issuance of permit.	~~$100.00~~	$100.00	799583	1371 - 1	Misc. DPS Permits & Services	Concealed Weapon Permit
B. Amend an Existing License (CA Penal Code, Section 26190(e)(1)	~~$10.00~~	$10.00	799583	1371 - 1	Misc. DPS Permits & Services	Concealed Weapon Permit
C. Concealed Weapons Permit Renewal (CA Penal Code, Section 26190(c))	~~$25.00~~	$25.00	799583	1371 - 1	Misc. DPS Permits & Services	Concealed Weapon Permit
D. Secondhand Dealer/Pawnbroker Permit - One Owner (CA Business & Professions Code, Section 21625 - 21647)	~~$508.00~~	$526.00	799583	1371 - 2	Misc. DPS Permits & Services	Secondhand Dealer/Pawn Broker Permit
Additional Owner(s) (each)	~~$118.00~~	$122.00	799583	1371 - 2	Misc. DPS Permits & Services	Secondhand Dealer/Pawn Broker Permit
Permit Renewal	~~$440.00~~	$455.00	799583	1371 - 2	Misc. DPS Permits & Services	Secondhand Dealer/Pawn Broker Permit
DOJ New Dealer Application Fee*	~~$300.00~~	$300.00	799583	1371 - 2	Misc. DPS Permits & Services	Secondhand Dealer/Pawn Broker Permit
DOJ Renewal Fee*	~~$300.00~~	$300.00	799583	1371 - 2	Misc. DPS Permits & Services	Secondhand Dealer/Pawn Broker Permit

* Fee set by California Department of Justice

	~~Fiscal Year 2018/19~~	Fiscal Year 2019/20	Charge Code	Object Level 3 & 4	Title (Obj. Lvl. 3)	Title (Obj. Lvl. 4)
OTHER PERMITS AND SERVICES (cont'd)						
E. Clearance Letter / Records Check for:						
(CA Penal Code, Section 13300(f))						
Non-Federal Agency or Individual						
Exemptions: Fee does not apply to Law Enforcement Agencies	~~$35.00~~	$35.00	799583	2765 - 9	Other Public Safety Fees	Local Criminal Hist. Clear. Letter
F. Firearms Sales Permit (New)	~~$275.00~~	$285.00	799583	1371 - 3	Misc. DPS Permits & Services	Firearm Sales Permit
Additional Owner(s) (Each)	~~$118.00~~	$122.00	799583	1371 - 3	Misc. DPS Permits & Services	Firearm Sales Permit
Firearms Sales Permit (Renewal)	~~$157.00~~	$162.00	799583	1371 - 3	Misc. DPS Permits & Services	Firearm Sales Permit
G. Firearms Seizure Fee (per incident)						
(CA Penal Code, Section 33880)	~~Actual Cost~~	Actual Cost	799583	1371 - 4	Misc. DPS Permits & Services	Firearm Seizure Fee
H. Officer Contract Overtime						
Each Hour	~~$163.00~~	$169.00	799583	2760	Police Contract Overtime	
Administrative Fee - Per Event	~~$95.00~~	$98.00	799583	2760	Police Contract Overtime	
(Fee does not apply to Schools and Non-Profits)						
I. K-9 Officer Deployment						
Instate (outside Santa Clara County)						
Officer Time - Each hour	~~$207.00~~	$214.00	799583	1114	Other Agencies - Reimbursement	
Travel Expenses (mileage, lodging, per diem)	~~Actual Cost~~	Actual Cost	799583	1114	Other Agencies - Reimbursement	
Out of State						
Officer Time - Each hour	~~$207.00~~	$214.00	799583	1114	Other Agencies - Reimbursement	
Canine transportation and per diem	~~Actual Cost~~	Actual Cost	799583	1114	Other Agencies - Reimbursement	
Travel Expenses (mileage, lodging, per diem)	~~Actual Cost~~	Actual Cost	799583	1114	Other Agencies - Reimbursement	
J. Peddler/Solicitor Permit (SMC Ch. 5.28)	~~$224.00~~	$232.00	799583	1371 - 5	Misc. DPS Permits & Services	Peddler/Solicitor Permit
K. Juvenile Diversion Fees	~~$20.00~~	$20.00	799583	1506	Juvenile Diversion Fees	
L. Parking Permit - City Owned Lot						
(RTC 16-0871)						
Daily Permit						
Mathilda off-ramp - Southbound	~~$4.00~~	$4.00	799583	2912	Parking Meter Fees	
South Mathilda Overpass	~~$4.00~~	$4.00	799583	2912	Parking Meter Fees	
Evelyn Avenue Lot	~~$4.00~~	$4.00	799583	2912	Parking Meter Fees	
North Mathilda Overpass	~~$3.00~~	$3.00	799583	2912	Parking Meter Fees	
M. Explosives Handling Permit (Includes Background per 12101-12015 H&S)	~~$345.00~~	$122.00	799583	1371 - 8	Misc. DPS Permits & Services	Explosives Permit
(Fee for one individual to be processed)						

	~~Fiscal Year 2018/19~~	Fiscal Year 2019/20	Charge Code	Object Level 3 & 4	Title (Obj. Lvl. 3)	Title (Obj. Lvl. 4)
SECTION 7.04 RESPONSE FEES						
SECTION 7.04(a) EXCESSIVE / EXTRAORDINARY DPS RESPONSE (SMC Ch. 9.45, 9.47 and 9.50)						
A. Direct costs arising due to an extraordinary DPS response. Actual cost based on the incident, not to exceed (per incident):	~~Actual Cost~~	Actual Cost	799583	2771	Extraordinary Public Safety Response	
SECTION 7.04(b) ALARMS (SMC Ch. 9.90)						
A. Alarm Users Permit						
Residential or Home Based Business (Annual)	~~$35.00~~	$35.00	799583	2770	DPS Alarm Permit Fee	
Businesses (Annual)	~~$70.00~~	$70.00	799583	2770	DPS Alarm Permit Fee	
Permit renewal - Late Fee	~~$25.00~~	$25.00	799583	2770	DPS Alarm Permit Fee	
B. False Burglar Alarm Fee						
3rd and 4th occurrence during a 12-month period	~~$200.00~~	$200.00	799583	2756	False Burglar Alarm Fees	
5th-7th occurrence during a 12-month period	~~$350.00~~	$350.00	799583	2756	False Burglar Alarm Fees	
8th-10th occurrence during a 12-month period	~~$500.00~~	$500.00	799583	2756	False Burglar Alarm Fees	
Each response above 10 during a 12-month period	~~$750.00~~	$750.00	799583	2756	False Burglar Alarm Fees	
C. False Fire Alarm Fee						
3rd and 4th occurrence during a 12-month period	~~$200.00~~	$200.00	799583	2766	False Fire Alarm Fees	
5th-7th occurrence during a 12-month period	~~$350.00~~	$350.00	799583	2766	False Fire Alarm Fees	
8th-10th occurrence during a 12-month period	~~$500.00~~	$500.00	799583	2766	False Fire Alarm Fees	
Each response above 10 during a 12-month period	~~$750.00~~	$750.00	799583	2766	False Fire Alarm Fees	
SECTION 7.05 VEHICLE RELEASE FEE (Vehicle Code Section 22850.5 and SMC Title 10)						
Vehicle Release Fee	~~$141.00~~	$146.00	799583	2763	Vehicle Release Fee	Vehicle
Post Storage Hearing Fee (applies only when the owner of the vehicle has made a written request for a hearing)	~~$112.00~~	$116.00	799583	2763	Vehicle Release Fee	Post Storage Hearing
Repossessions (CA Gov. Code 41612)	~~$15.00~~	$15.00	799583	2763	Vehicle Release Fee	Vehicle Repossessions
Repossessions Fine (if not paid within 3 days) (CA Gov. Code 41612)	~~$50.00~~	$50.00	799583	2763	Vehicle Release Fee	Vehicle Repossessions - fine

	~~Fiscal Year 2018/19~~	Fiscal Year 2019/20	Charge Code	Object Level 3 & 4	Title (Obj. Lvl. 3)	Title (Obj. Lvl. 4)
SECTION 7.06 A ADULT ENTERTAINMENT						
(SMC Ch. 9.40)						
A. Adult Establishment License						
Application (includes background for first owner)	~~$4,957.00~~	$5,130.00	799583	1373	Adult Entertainment Permits	
Annual Renewal (includes background for first owner)	~~$4,865.00~~	$5,035.00	799583	1373	Adult Entertainment Permits	
Additional Owner(s) (Each)	~~$118.00~~	$122.00	799583	1373	Adult Entertainment Permits	
SECTION 7.06 B & C MASSAGE ESTABLISHMENTS						
(Ch. 9.41 and CA Business & Professions Code 4612)						
B. Massage Establishment License (Not Certified with CAMTC)						
Fixed Location (on premise with or without outcall services)						
Application (includes background for one owner)	~~$1,236.00~~	$1,279.00	799583	1371 - 7	Misc. DPS Permits & Services	Massage Establishment Permit
Annual Renewal	~~$1,169.00~~	$1,210.00	799583	1371 - 7	Misc. DPS Permits & Services	Massage Establishment Permit
Additional Owner(s) initial application (Each)	~~$118.00~~	$122.00	799583	1371 - 7	Misc. DPS Permits & Services	Massage Establishment Permit
Sole Proprietor *						
Application (includes background for one owner)	~~$474.00~~	$491.00	799583	1371 - 7	Misc. DPS Permits & Services	Massage Establishment Permit
Annual Renewal	~~$474.00~~	$491.00	799583	1371 - 7	Misc. DPS Permits & Services	Massage Establishment Permit
Outcall Only (no on-premise service or treatment of clients)						
Application (includes background for one owner)	~~$176.00~~	$182.00	799583	1371 - 7	Misc. DPS Permits & Services	Massage Establishment Permit
Annual Renewal	~~$149.00~~	$154.00	799583	1371 - 7	Misc. DPS Permits & Services	Massage Establishment Permit
Additional Owner(s) initial application (Each)	~~$73.00~~	$76.00	799583	1371 - 7	Misc. DPS Permits & Services	Massage Establishment Permit
Amendments	~~$30.00~~	$31.00	799583	1371 - 7	Misc. DPS Permits & Services	Massage Establishment Permit
C. Massage Establishment License (Owner CAMTC Certified)						
Fixed Location (on premise with or without outcall services)						
Application (single owner)	~~$1,169.00~~	$1,210.00	799583	1371 - 7	Misc. DPS Permits & Services	Massage Establishment Permit
Annual Renewal	~~$1,169.00~~	$1,210.00	799583	1371 - 7	Misc. DPS Permits & Services	Massage Establishment Permit
Additional Owner(s) initial application (Each)	~~$118.00~~	$122.00	799583	1371 - 7	Misc. DPS Permits & Services	Massage Establishment Permit
Sole Proprietor* - New or Renewal	~~$409.00~~	$423.00	799583	1371 - 7	Misc. DPS Permits & Services	Massage Establishment Permit
Outcall Only (no on-premise service or treatment of clients)						
Application (single owner)	~~$107.00~~	$111.00	799583	1371 - 7	Misc. DPS Permits & Services	Massage Establishment Permit
Annual Renewal	~~$107.00~~	$111.00	799583	1371 - 7	Misc. DPS Permits & Services	Massage Establishment Permit
Additional Owner(s) or Employee** initial application (Each)	~~$10.00~~	$10.00	799583	1371 - 7	Misc. DPS Permits & Services	Massage Establishment Permit
Amendments	~~$30.00~~	$31.00	799583	1371 - 7	Misc. DPS Permits & Services	Massage Establishment Permit

CAMTC (California Massage Therapy Council)
* Sole proprietor is defined as having one or no employees
** Additional Employees must be CAMTC Certified

		~~Fiscal Year 2018/19~~	Fiscal Year 2019/20	Charge Code	Object Level 3 & 4	Title (Obj. Lvl. 3)	Title (Obj. Lvl. 4)
SECTION 7.07	**TAXICAB FRANCHISES (SMC Ch. 5.36)**						
A.	Franchise Fees						
	Application	~~$2,955.00~~	$3,058.00	799000	600 - 3	Franchise - Other	Taxicab Service
	Additional Owner(s) (Each)	~~$152.00~~	$157.00	799000	600 - 3	Franchise - Other	Taxicab Service
	Renewal	~~$2,886.00~~	$2,987.00	799000	600 - 3	Franchise - Other	Taxicab Service
B.	2-Year Driver's Permit Fees						
	Application	~~$330.00~~	$342.00	799583	1370	Permit - Taxi Driver and Vehicle	Driver
	Renewal fee	~~$263.00~~	$272.00	799583	1370	Permit - Taxi Driver and Vehicle	Driver
	Re-test Fee	~~$95.00~~	$98.00	799583	1370	Permit - Taxi Driver and Vehicle	Driver
	Change of Company	~~$95.00~~	$98.00	799583	1370	Permit - Taxi Driver and Vehicle	Driver
	Late Fee - Driver's License Renewal SMC 5.36.340; renewal application must be submitted 30 days before permit expires	~~$250.00~~	$250.00	799583	1370	Permit - Taxi Driver and Vehicle	Driver
C.	Vehicle Fee						
	Per Vehicle Annual Fee	~~$305.00~~	$316.00	799583	1370	Permit - Taxi Driver and Vehicle	Vehicle
SECTION 7.08	**FIRE PREVENTION PERMITS AND FEES**						
	Public Schools are exempt from Permit Fees						
105.6.1 CFC	Aerosol products. To store or handle an aggregate quantity of Level 2 or Level 3 aerosol products in excess of 500 pounds net weight (Annual)						
	Initial	~~$965.00~~	$999.00	799583	1362 - 3	Permit - Fire Prevention	HazMat
	Renewal	~~$704.00~~	$729.00	799583	1362 - 3	Permit - Fire Prevention	HazMat
105.6.2 CFC	Amusement building. An operational permit is required to operate a special amusement building.						
	Initial	~~$551.00~~	$570.00	799583	1362 - 1	Permit - Fire Prevention	General
	Renewal	~~$482.00~~	$499.00	799583	1362 - 1	Permit - Fire Prevention	General
16.52.105(t) SMC; 105.7.2 CFC	Battery systems. A permit is required to install, or operate a stationary battery system regulated in Section 608.						
	Initial	~~$965.00~~	$999.00	799583	1362 - 3	Permit - Fire Prevention	HazMat
	Renewal	~~$704.00~~	$729.00	799583	1362 - 3	Permit - Fire Prevention	HazMat
16.52.105 (v) SMC; 105.7.5 CFC	Emergency responder radio coverage systems. An operational permit is required to maintain an emergency responder radio coverage system in accordance with CFC Section 510.						
	Plan Check Initial	~~$516.00~~	$534.00	799583	1362 - 6	Permit - Fire Prevention	Radio System Fees
	Plan Check Resubmittal	~~$310.00~~	$321.00	799583	1362 - 6	Permit - Fire Prevention	Radio System Fees
	Coverage Validation	~~$386 per floor~~	$400 per floor	799583	1362 - 6	Permit - Fire Prevention	Radio System Fees
	Initial Acceptance Test (per floor fee applicable to ground floor)	~~$386 per amplifier + $386 per floor~~	$400per amplifier + $400 per floor	799583	1362 - 6	Permit - Fire Prevention	Radio System Fees
	Annual Acceptance Test (per floor fee applicable to ground floor)	~~$386 per amplifier + $386 per floor~~	$400 per amplifier + $400 per floor	799583	1362 - 6	Permit - Fire Prevention	Radio System Fees

		~~Fiscal Year 2018/19~~	Fiscal Year 2019/20	Charge Code	Object Level 3 & 4	Title (Obj. Lvl. 3)	Title (Obj. Lvl. 4)
FIRE PREVENTION PERMITS AND FEES (cont'd)							
16.52.105 (n) SMC	Explosives. An operational permit is required for the manufacture, storage handling, sale or use of any quantity of explosives, explosive materials, fire works or pyrotechnic special effects. (Annual)						
	Initial	~~$621.00~~	$643.00	799583	1362 - 3	Permit - Fire Prevention	HazMat
	Renewal	~~$551.00~~	$570.00	799583	1362 - 3	Permit - Fire Prevention	HazMat
K101.2 CFC							
	Haunted house, ghost walk and similar amusement uses. A temporary operational permit is required for haunted houses, ghost walks or similar amusement uses in accordance with SMC 16.52 Appendix K.	~~$549.00~~	$568.00	799583	1362 - 2	Permit - Fire Prevention	Temporary
16.52.105 (y) SMC	Hazardous material stabilization. A temporary permit is required to stabilize potentially unstable (reactive) hazardous materials.	~~$549.00~~	$568.00	799583	1362 - 2	Permit - Fire Prevention	Temporary
16.52.105 (z) SMC	Helicopter lifts. A temporary operational permit is required to move suspended loads via helicopter over populated areas.	~~$551.00~~	$570.00	799583	1362 - 2	Permit - Fire Prevention	Temporary
105.6.22 CFC	High-piled storage. An operational permit is required to use a building of portion thereof as a high-pile storage area exceeding 500 square feet.						
	High pile storage area of: 500 sq. ft. to 2499 sq. ft. (Annual)						
	Initial	~~$931.00~~	$964.00	799583	1362 - 1	Permit - Fire Prevention	General
	Renewal	~~$653.00~~	$676.00	799583	1362 - 1	Permit - Fire Prevention	General
	2500 sq. ft. to 4999 sq. ft. (Annual)						
	Initial	~~$931.00~~	$964.00	799583	1362 - 1	Permit - Fire Prevention	General
	Renewal	~~$656.00~~	$679.00	799583	1362 - 1	Permit - Fire Prevention	General
	5000 sq. ft. and over. (Annual)						
	Initial	~~$931.00~~	$964.00	799583	1362 - 1	Permit - Fire Prevention	General
	Renewal	~~$656.00~~	$679.00	799583	1362 - 1	Permit - Fire Prevention	General
105.6.23 CFC	Hot work operations. Fixed site equipment such as welding booths, portable equipment in a structure, or public exhibitions.						
	Initial	~~$965.00~~	$999.00	799583	1362 - 3	Permit - Fire Prevention	HazMat
	Renewal	~~$704.00~~	$729.00	799583	1362 - 3	Permit - Fire Prevention	HazMat
105.6.24 CFC	Industrial Ovens. An operational permit is required for operation of industrial ovens regulated by Chapter 21.						
	Initial	~~$587.00~~	$608.00	799583	1362 - 1	Permit - Fire Prevention	General
	Renewal	~~$517.00~~	$535.00	799583	1362 - 1	Permit - Fire Prevention	General

		~~Fiscal Year 2018/19~~	Fiscal Year 2019/20	Charge Code	Object Level 3 & 4	Title (Obj. Lvl. 3)	Title (Obj. Lvl. 4)
FIRE PREVENTION PERMITS AND FEES (cont'd)							
105.6.25 CFC	Lumber yards and woodworking plants. An operational permit is required for the storage or processing of lumber exceeding 100,000 board feet. (Annual)						
	Initial	~~$587.00~~	$608.00	799583	1362 - 1	Permit - Fire Prevention	General
	Renewal	~~$516.00~~	$534.00	799583	1362 - 1	Permit - Fire Prevention	General
105.6.26 CFC	An operational permit is required to display, operate or demonstrate a liquid or gas fueled vehicles or equipment in assembly occupancies.	~~$653.00~~	$676.00	799583	1362 - 2	Permit - Fire Prevention	Temporary
105.6.28 CFC	Magnesium. An operational permit is required to melt, cast, heat treat or grind more than 10 pounds of magnesium. (Annual)						
	Initial	~~$965.00~~	$999.00	799583	1362 - 3	Permit - Fire Prevention	HazMat
	Renewal	~~$706.00~~	$731.00	799583	1362 - 3	Permit - Fire Prevention	HazMat
105.6.29 CFC	Misc. Combustible Storage. An operational permit is required to store in any building or upon any premises in excess of 2,500 cubic feet gross volume of combustible empty packing cases, boxes, barrels or similar containers, rubber tires, rubber cork or similar combustible material.						
	Initial	~~$483.00~~	$500.00	799583	1362 - 1	Permit - Fire Prevention	General
	Renewal	~~$414.00~~	$428.00	799583	1362 - 1	Permit - Fire Prevention	General
105.6.17 CFC SMC 16.52.105(p)	On-Demand Mobile Fueling - Operation. A permit is required to engage in on-demand mobile fueling operations in accordance with Section 5707 of the Fire Code.						
	Initial	~~$775.00~~	$802.00	799583	1362 - 3	Permit - Fire Prevention	HazMat
	Renewal	~~$775.00~~	$802.00	799583	1362 - 3	Permit - Fire Prevention	HazMat
105.6.17 CFC SMC 16.52.105(p)	On-Demand Mobile Fueling - Site. A permit is required to utilize a site for on-demand mobile fueling operations in accordance with Section 5707 of the Fire Code.						
	Initial	~~$516.00~~	$534.00	799583	1362 - 3	Permit - Fire Prevention	HazMat
	Renewal	~~$35.00~~	$36.00	799583	1362 - 3	Permit - Fire Prevention	HazMat
	Note: The fire code official is authorized to charge a single mobile fueling site permit fee when multiple mobile fueling site permits are issued to the same entity at contiguous sites.						
105.6.30 CFC	Open burning. An operational permit is required for the kindling or maintaining of an open fire or a fire on any public street, alley, road, or other public or private ground. Instructions and stipulations must be adhered to. Exception: Recreational fires.						
	Initial	~~$483.00~~	$500.00	799583	1362 - 1	Permit - Fire Prevention	General
	Renewal	~~$414.00~~	$428.00	799583	1362 - 1	Permit - Fire Prevention	General

		~~Fiscal Year 2018/19~~	Fiscal Year 2019/20	Charge Code	Object Level 3 & 4	Title (Obj. Lvl. 3)	Title (Obj. Lvl. 4)
FIRE PREVENTION PERMITS AND FEES (cont'd)							
105.6.32 CFC	Open flames and candles. An operational permit is required to use open flames or candles in connection with assembly areas, dining areas of restaurants or drinking establishments.						
	Initial	~~$483.00~~	$500.00	799583	1362 - 1	Permit - Fire Prevention	General
	Renewal	~~$414.00~~	$428.00	799583	1362 - 1	Permit - Fire Prevention	General
16.52.105 (cc) SMC							
	Outdoor assembly event. A temporary permit is required to operate an outdoor assembly event (see definition - 1,000 or more attendees, or 100 confined).	~~$276.00~~	$286.00	799583	1362 - 2	Permit - Fire Prevention	Temporary
105.6.34 CFC	Places of assembly. An operational permit is required to operate a place of assembly (occupancy of 50 or more). (Annual)						
	Occupancies of:						
	50 to 100						
	Initial	~~$483.00~~	$500.00	799583	1362 - 1	Permit - Fire Prevention	General
	Renewal	~~$413.00~~	$427.00	799583	1362 - 1	Permit - Fire Prevention	General
	101 to 300						
	Initial	~~$483.00~~	$500.00	799583	1362 - 1	Permit - Fire Prevention	General
	Renewal	~~$414.00~~	$428.00	799583	1362 - 1	Permit - Fire Prevention	General
	301+						
	Initial	~~$483.00~~	$500.00	799583	1362 - 1	Permit - Fire Prevention	General
	Renewal	~~$414.00~~	$428.00	799583	1362 - 1	Permit - Fire Prevention	General
16.52.105 (ff)	Temporary place of assembly. A temporary operational permit is required to use any building or structure, or portion thereof, other than established Group R-3 and Group A occupancies for assembly purposes where the occupant load is more than 50 persons.	~~$482.00~~	$499.00	799583	1362 - 2	Permit - Fire Prevention	Temporary
105.6.36 CFC	Pyrotechnic special effects material. An operational permit is required for use and handling of special effects material.						
	Initial	~~$793.00~~	$821.00	799583	1362 - 1	Permit - Fire Prevention	General
	Renewal	~~$656.00~~	$679.00	799583	1362 - 1	Permit - Fire Prevention	General
105.6.38 CFC	Refrigeration equipment. An operational permit is required to operate a mechanical refrigeration unit or system regulated by Chapter 6 of the CFC.						
	Initial	~~$1,379.00~~	$1,427.00	799583	1362 - 3	Permit - Fire Prevention	HazMat
	Renewal	~~$901.00~~	$933.00	799583	1362 - 3	Permit - Fire Prevention	HazMat
105.6.39 CFC	Repair Garages and Motor Fuel dispensing facilities. An operational permit is required for the operation of repair garages and automotive, marine, and fleet motor fuel-dispensing facilities.						

		~~Fiscal Year 2018/19~~	Fiscal Year 2019/20	Charge Code	Object Level 3 & 4	Title (Obj. Lvl. 3)	Title (Obj. Lvl. 4)
FIRE PREVENTION PERMITS AND FEES (cont'd)							
	One to two bays (Annual)						
	Initial	~~$1,034.00~~	$1,070.00	799583	1362 - 3	Permit - Fire Prevention	HazMat
	Renewal	~~$773.00~~	$800.00	799583	1362 - 3	Permit - Fire Prevention	HazMat
	Three to four bays (Annual)						
	Initial	~~$1,034.00~~	$1,070.00	799583	1362 - 3	Permit - Fire Prevention	HazMat
	Renewal	~~$773.00~~	$800.00	799583	1362 - 3	Permit - Fire Prevention	HazMat
	Five to nine bays (Annual)						
	Initial	~~$1,163.00~~	$1,204.00	799583	1362 - 3	Permit - Fire Prevention	HazMat
	Renewal	~~$776.00~~	$803.00	799583	1362 - 3	Permit - Fire Prevention	HazMat
	Ten or more bays (Annual)						
	Initial	~~$1,163.00~~	$1,204.00	799583	1362 - 3	Permit - Fire Prevention	HazMat
	Renewal	~~$776.00~~	$803.00	799583	1362 - 3	Permit - Fire Prevention	HazMat
105.6.4 CFC	Carnivals and Fairs. An operation permit is required to conduct a carnival or fair. After-hours review or inspection fee may apply.	~~$276.00~~	$286.00	799583	1362 - 2	Permit - Fire Prevention	Temporary
105.6.41 CFC	Spraying or dipping. An operational permit is required to conduct a spraying or dipping operation utilizing flammable or combustible liquids or the application of combustible powders. (Annual)						
	Initial	~~$1,421.00~~	$1,471.00	799583	1362 - 3	Permit - Fire Prevention	HazMat
	Renewal	~~$969.00~~	$1,003.00	799583	1362 - 3	Permit - Fire Prevention	HazMat
105.6.46 CFC	Wood products. An operational permit is required to store chips, hogged material, lumber, or plywood in excess of 200 cubic feet.						
	Initial	~~$483.00~~	$500.00	799583	1362 - 1	Permit - Fire Prevention	General
	Renewal	~~$414.00~~	$428.00	799583	1362 - 1	Permit - Fire Prevention	General
105.6.47 CFC	Pyrotechnic/Special Effects/Aerial Display. To use pyrotechnic special effects open flame, use of flammable combustible liquids and gases, welding, and the parking of motor vehicles in any building or location for the purpose of motion picture, television and commercial production.	~~$790.00~~	$818.00	799583	1362 - 1	Permit - Fire Prevention	General
105.6.5 CFC	Cellulose Nitrate. An operational permit is required to store, handle, or use cellulose nitrate film in a Group A occupancy.						
	Initial	~~$1,034.00~~	$1,070.00	799583	1362 - 3	Permit - Fire Prevention	HazMat
	Renewal	~~$776.00~~	$803.00	799583	1362 - 3	Permit - Fire Prevention	HazMat
105.6.6 CFC	Combustible Dust-producing operations. An operational permit is required to operate a grain elevator, flour starch mill, feed mill, or plant pulverizing aluminum, coal, cocoa, magnesium, spices, sugar or other material producing dusts. (Annual)						
	Initial	~~$1,034.00~~	$1,070.00	799583	1362 - 3	Permit - Fire Prevention	HazMat
	Renewal	~~$776.00~~	$803.00	799583	1362 - 3	Permit - Fire Prevention	HazMat

		~~Fiscal Year 2018/19~~	Fiscal Year 2019/20	Charge Code	Object Level 3 & 4	Title (Obj. Lvl. 3)	Title (Obj. Lvl. 4)
FIRE PREVENTION PERMITS AND FEES (cont'd)							
105.6.7 CFC	Combustible fiber storage. An operational permit for the storage and handling of combustible fibers in quantities greater than 100 cubic feet. (Annual)						
	Initial	~~$483.00~~	$500.00	799583	1362 - 1	Permit - Fire Prevention	General
	Renewal	~~$414.00~~	$428.00	799583	1362 - 1	Permit - Fire Prevention	General
105.6.9 CFC	Covered and open mall buildings. An operational permit (per occurrence) is required for:						
	A. The placement of retail fixtures and displays, concession equipment displays of highly combustible goods and similar items in the mall.						
	Initial	~~$656.00~~	$679.00	799583	1362 - 1	Permit - Fire Prevention	General
	Renewal	~~$653.00~~	$676.00	799583	1362 - 1	Permit - Fire Prevention	General
	B. The display of liquid or gas fired equipment in the mall.						
	Initial	~~$656.00~~	$679.00	799583	1362 - 1	Permit - Fire Prevention	General
	Renewal	~~$653.00~~	$676.00	799583	1362 - 1	Permit - Fire Prevention	General
	C. To use open-flame or flame-producing equipment in the mall.						
	Initial	~~$656.00~~	$679.00	799583	1362 - 1	Permit - Fire Prevention	General
	Renewal	~~$653.00~~	$676.00	799583	1362 - 1	Permit - Fire Prevention	General
105.7.16 CFC 105.6.43 CFC	Temporary membrane structures and tents. An operational permit is required to operate an air supported temporary membrane structure or a tent having an area in excess of 400 square feet.	~~$276.00~~	$286.00	799583	1362 - 2	Permit - Fire Prevention	Temporary
105.6 CFC 105.7 CFC	Temporary fire safety operations. Any permit (authorized under CFC 105.6 or 105.7) for a time period not exceeding six (6) months. After-hours review or inspection fee may apply.	~~$184.00~~	$190.00	799583	1362 - 2	Permit - Fire Prevention	Temporary
16.52.150 (g) SMC	Institutions. (Hospitals, Board and Care, Day Care, Residential Care). (Annual)						
	A. Commercial Day Care (15-49 persons)						
	Initial	~~$483.00~~	$500.00	799583	1362 - 1	Permit - Fire Prevention	General
	Renewal	~~$414.00~~	$428.00	799583	1362 - 1	Permit - Fire Prevention	General
	B. Residential Care Facility (7 to 49 persons)						
	Initial	~~$579.00~~	$599.00	799583	1362 - 1	Permit - Fire Prevention	General
	Renewal	~~$414.00~~	$428.00	799583	1362 - 1	Permit - Fire Prevention	General
	C. Hospitals, Commercial Day Care/Res. Care (over 50 persons)						
	Initial	~~$676.00~~	$700.00	799583	1362 - 1	Permit - Fire Prevention	General
	Renewal	~~$414.00~~	$428.00	799583	1362 - 1	Permit - Fire Prevention	General

	~~Fiscal Year 2018/19~~	Fiscal Year 2019/20	Charge Code	Object Level 3 & 4	Title (Obj. Lvl. 3)	Title (Obj. Lvl. 4)
FIRE PREVENTION PERMITS AND FEES (cont'd)						
Fire Prevention/Inspection/Service Fee						
Technology Fee (Annual per consolidated permit)	~~$26.00~~	$26.00	799583	1362 - 5	Permit - Fire Prevention	Technology Fees
Fire Protection System Maintenance Testing and Inspection Electronic Report Submittal	~~$12 per regulated system per year~~	$15 per regulated system per year	NA	NA NA	Vendor Fee	
Inspections/Standby Time/Plan Review						
Work day after hours - Per hour	~~$138.00~~	$143.00	799583	1362 - 1	Permit - Fire Prevention	General
E.C. Standby Time - Per Hour	~~Actual Cost~~	Actual Cost	799583	2772 - 4	Fire Inspections	Standby
Fire Prevention Re-Inspection	~~$138.00~~	$143.00	799583	1362 - 1	Permit - Fire Prevention	General
Inspection cancellation fee without notice	~~$243.00~~	$252.00	799583	1362 - 1	Permit - Fire Prevention	General
Single Violations	~~$204.00~~	$211.00	799583	2772 - 5	Fire Inspections	Re-Inspections
Multiple Violations	~~$613.00~~	$634.00	799583	2772 - 5	Fire Inspections	Re-Inspections
Apartment Buildings and Complexes. An inspection is required for the health and welfare of apartment residents.						
3-8 Units (Annual)	~~$312.00~~	$323.00	799583	2772 - 1	Fire Inspections	Apartments
9-19 Units (Annual)	~~$328.00~~	$339.00	799583	2772 - 1	Fire Inspections	Apartments
20-49 Units (Annual)	~~$418.00~~	$433.00	799583	2772 - 1	Fire Inspections	Apartments
50-149 Units (Annual)	~~$778.00~~	$805.00	799583	2772 - 1	Fire Inspections	Apartments
150-299 Units (annual)	~~$1,137.00~~	$1,177.00	799583	2772 - 1	Fire Inspections	Apartments
300+ Units (Annual)	~~$1,496.00~~	$1,548.00	799583	2772 - 1	Fire Inspections	Apartments
E.C. Re-Inspection	~~$149.00~~	$154.00	799583	2772 - 5	Fire Inspections	Re-Inspections
Hotels. An inspection is required for the health and welfare of hotel employees and guests.						
Less than 50 Units (Annual)	~~$561.00~~	$581.00	799583	2772 - 2	Fire Inspections	Hotels
50-149 Units (Annual)	~~$1,009.00~~	$1,044.00	799583	2772 - 2	Fire Inspections	Hotels
150-299 Units (Annual)	~~$1,009.00~~	$1,044.00	799583	2772 - 2	Fire Inspections	Hotels
300 + Units (Annual)	~~$1,905.00~~	$1,972.00	799583	2772 - 2	Fire Inspections	Hotels
E.C. Re-Inspection	~~$149.00~~	$154.00	799583	2772 - 5	Fire Inspections	Re-Inspections
High Rises. An inspection of high rise buildings is required.						
Per Floor < 40,000 sq feet	~~$414.00~~	$428.00	799583	2772 - 3	Permit - Fire Prevention	High Rises
Per Floor > 40,000 sq feet	~~$414.00~~	$428.00	799583	2772 - 3	Permit - Fire Prevention	High Rises
~~Renewal~~	~~DELETE~~	~~DELETE~~	~~799583~~	~~2772 - 3~~	~~Permit - Fire Prevention~~	~~High Rises~~
E.C. Re-Inspection	~~$144.00~~	$149.00	799583	2772 - 5	Fire Inspections	Re-Inspections
Community Care State Licensing Pre-Inspection (HSC 13235)						
Pre-inspection of community care facility, residential care facility, or child day care facility. (Per hour)	~~$138.00~~	$143.00	799583	1362 - 4	Fire Prevention	Fire Prevention
Late Application Fee						
Upon failure to obtain required permit, failure to renew annual permit or failure to pay required fees; applicable 30 days after due date. (Per month)	20% of Dollar Amount Owed	20% of Dollar Amount Owed	799583	1362 - 4	Permit - Fire Prevention	Fire Prevention

		~~Fiscal Year 2018/19~~	Fiscal Year 2019/20	Charge Code	Object Level 3 & 4	Title (Obj. Lvl. 3)	Title (Obj. Lvl. 4)
SECTION 7.09	**HAZARDOUS MATERIALS AND CERTIFIED UNIFIED PROGRAM AGENCIES (CUPA) PERMITS**						
	Pursuant to the California Environmental Protection Agency's approval of Sunnyvale's application to serve as the Certified Unified Program Agency (CUPA) for the City, the City of Sunnyvale assumes authority and responsibility within the City for the unified hazardous waste and hazardous materials management regulatory program established by Health and Safety Code, Division 20, Chapter 6.11, Section 25404.						
	Public Schools are exempt from Permit Fees						
105.6.20 CFC	Toxic gases. To store, dispense, use or handle moderately toxic, toxic and highly toxic gases.						
	The fee is determined by the quantity of toxic gas stored on-site. Only one of the two fees listed below will apply at each facility. (Annual Fee)						
	Toxic and highly toxic gases and moderately toxic gas having a LC50 more than 3000 ppm in aggregate quantities below the maximum allowable quantity (MAQ).						
	Primary	~~$1,257.00~~	$1,301.00	799583	1359 - 1	Permit - Haz. Materials	General
	Secondary	~~$584.00~~	$604.00	799583	1359 - 1	Permit - Haz. Materials	General
105.6.20 CFC	Toxic and highly toxic gases and moderately toxic gases having a LC50 less than or equal to 3000 ppm in aggregate quantities exceeding the maximum allowable quantity (MAQ).						
	Primary	~~$1,643.00~~	$1,701.00	799583	1359 - 1	Permit - Haz. Materials	General
	Secondary	~~$767.00~~	$794.00	799583	1359 - 1	Permit - Haz. Materials	General
	Toxic Gas Closure Plan. To review and process a closure plan for facilities using regulated gases. (Each)	~~$2,056.00~~	$2,128.00	799583	1359 - 1	Permit - Haz. Materials	General
20.10.50 SMC	Underground Tank Removal or Decommissioning. To remove or decommission any flammable liquid, combustible liquid, or hazardous chemical tank. (Per tank occurrence)	~~$1,960.00~~	$2,029.00	799583	1349	Permit - CUPA Fees	
105.6.2 CFC	Carbon Dioxide Beverage Dispensing. Required for carbon dioxide systems used in beverage dispensing applications having more than 100 pounds of carbon dioxide.						
	Primary	~~$961.00~~	$995.00	799583	1359 - 1	Permit - Haz. Materials	General
	Secondary	~~$447.00~~	$463.00	799583	1359 - 1	Permit - Haz. Materials	General

		~~Fiscal Year 2018/19~~	Fiscal Year 2019/20	Charge Code	Object Level 3 & 4	Title (Obj. Lvl. 3)	Title (Obj. Lvl. 4)
HAZARDOUS MATERIALS AND CUPA PERMITS (cont'd)							
105.6.20 CFC 20.10.50 SMC 16.52.105 SMC	SMALL QUANTITIES. To store or handle up to and including 500 lbs. as a solid, up to and including 55 gallons as a liquid, and up to and including 200 cubic feet as a compressed gas at standard temperature and pressure:						
	For up to two categories of the following Department of Transportation Hazard Categories. (Annual)						
	Primary	~~$876.00~~	$907.00	799583	1359 - 1	Permit - Haz. Materials	General
	Secondary	~~$409.00~~	$423.00	799583	1359 - 1	Permit - Haz. Materials	General
	For three or more categories of the following Department of Transportation Hazard Categories. (Annual)						
	Primary	~~$1,008.00~~	$1,043.00	799583	1359 - 1	Permit - Haz. Materials	General
	Secondary	~~$469.00~~	$485.00	799583	1359 - 1	Permit - Haz. Materials	General
20.10.50 SMC, 105.6.20 CFC 16.52.105 SMC	To store or handle hazardous materials regulated by the California Fire Code, SMC or Chapter 6.95 of Division 20 of the Health & Safety Code that are not categorized by the Department of Transportation:						
	For up to two regulated hazard classes						
	Primary	~~$876.00~~	$907.00	799583	1359 - 1	Permit - Haz. Materials	General
	Secondary	~~$409.00~~	$423.00	799583	1359 - 1	Permit - Haz. Materials	General
	For three or more regulated hazard classes						
	Primary	~~$1,008.00~~	$1,043.00	799583	1359 - 1	Permit - Haz. Materials	General
	Secondary	~~$469.00~~	$485.00	799583	1359 - 1	Permit - Haz. Materials	General

Hazardous Class Table:

Class	Materials
2.1	Flammable Gas
2.2	Non-Flammable Compressed Gas
2.3	Poisonous Gas
3	Flammable (and Combustible) Liquids
4.1	Flammable Solids
4.2	Spontaneously Combustible
4.3	Dangerous When Wet
5.1	Oxidizer
5.2	Organic Peroxide
6.1	Poison Materials
6.2	Infectious Substances (Etiological Agents)
8	Corrosives
9	Miscellaneous Hazardous Materials

		~~Fiscal Year 2018/19~~	Fiscal Year 2019/20	Charge Code	Object Level 3 & 4	Title (Obj. Lvl. 3)	Title (Obj. Lvl. 4)
HAZARDOUS MATERIALS AND CUPA PERMITS (cont'd)							
20.10.50 SMC	HAZARDOUS MATERIALS BUSINESS PLAN (HMBP)						
105.6.20 CFC							
16.52.105 SMC							
	LARGE (HMBP) QUANTITIES. To store or handle quantities in excess of the foregoing of any regulated materials which are categorized by Department of Transportation.						
	2.1 -- Flammable Gas						
	Quantity Range 1 & 2 (Annual)						
	Primary	~~$879.00~~	$910.00	799583	1349	Permit - CUPA Fees	
	Secondary	~~$409.00~~	$423.00	799583	1349	Permit - CUPA Fees	
	Quantity Range 3, 4, 5 (Annual)						
	Primary	~~$1,137.00~~	$1,177.00	799583	1349	Permit - CUPA Fees	
	Secondary	~~$529.00~~	$548.00	799583	1349	Permit - CUPA Fees	
	2.2 -- Non-Flammable Compressed Gas						
	Quantity Range 1 & 2 (Annual)						
	Primary	~~$879.00~~	$910.00	799583	1349	Permit - CUPA Fees	
	Secondary	~~$409.00~~	$423.00	799583	1349	Permit - CUPA Fees	
	Quantity Range 3, 4, 5 (Annual)						
	Primary	~~$1,137.00~~	$1,177.00	799583	1349	Permit - CUPA Fees	
	Secondary	~~$529.00~~	$548.00	799583	1349	Permit - CUPA Fees	
	2.3 -- Poison Gas						
	Quantity Range 1 & 2 (Annual)						
	Primary	~~$879.00~~	$910.00	799583	1349	Permit - CUPA Fees	
	Secondary	~~$409.00~~	$423.00	799583	1349	Permit - CUPA Fees	
	Quantity Range 3, 4, 5 (Annual)						
	Primary	~~$1,137.00~~	$1,177.00	799583	1349	Permit - CUPA Fees	
	Secondary	~~$529.00~~	$548.00	799583	1349	Permit - CUPA Fees	
	3 -- Flammable (and Combustible) Liquids						
	Quantity Range 1 & 2 (Annual)						
	Primary	~~$879.00~~	$910.00	799583	1349	Permit - CUPA Fees	
	Secondary	~~$409.00~~	$423.00	799583	1349	Permit - CUPA Fees	
	Quantity Range 3, 4, 5 (Annual)						
	Primary	~~$1,137.00~~	$1,177.00	799583	1349	Permit - CUPA Fees	
	Secondary	~~$529.00~~	$548.00	799583	1349	Permit - CUPA Fees	
	4.1 -- Flammable Solids						
	Quantity Range 1 & 2 (Annual)						
	Primary	~~$879.00~~	$910.00	799583	1349	Permit - CUPA Fees	
	Secondary	~~$409.00~~	$423.00	799583	1349	Permit - CUPA Fees	
	Quantity Range 3, 4, 5 (Annual)						
	Primary	~~$1,137.00~~	$1,177.00	799583	1349	Permit - CUPA Fees	
	Secondary	~~$529.00~~	$548.00	799583	1349	Permit - CUPA Fees	

	~~Fiscal Year 2018/19~~	Fiscal Year 2019/20	Charge Code	Object Level 3 & 4	Title (Obj. Lvl. 3)	Title (Obj. Lvl. 4)
HAZARDOUS MATERIALS AND CUPA PERMITS (cont'd)						
4.2 -- Spontaneously Combustible						
Quantity Range 1 & 2 (Annual)						
Primary	~~$879.00~~	$910.00	799583	1349	Permit - CUPA Fees	
Secondary	~~$409.00~~	$423.00	799583	1349	Permit - CUPA Fees	
Quantity Range 3, 4, 5 (Annual)						
Primary	~~$1,137.00~~	$1,177.00	799583	1349	Permit - CUPA Fees	
Secondary	~~$529.00~~	$548.00	799583	1349	Permit - CUPA Fees	
4.3 -- Dangerous When Wet						
Quantity Range 1 & 2 (Annual)						
Primary	~~$879.00~~	$910.00	799583	1349	Permit - CUPA Fees	
Secondary	~~$409.00~~	$423.00	799583	1349	Permit - CUPA Fees	
Quantity Range 3, 4, 5 (Annual)						
Primary	~~$1,137.00~~	$1,177.00	799583	1349	Permit - CUPA Fees	
Secondary	~~$529.00~~	$548.00	799583	1349	Permit - CUPA Fees	
5.1 -- Oxidizer						
Quantity Range 1 & 2 (Annual)						
Primary	~~$879.00~~	$910.00	799583	1349	Permit - CUPA Fees	
Secondary	~~$409.00~~	$423.00	799583	1349	Permit - CUPA Fees	
Quantity Range 3, 4, 5 (Annual)						
Primary	~~$1,137.00~~	$1,177.00	799583	1349	Permit - CUPA Fees	
Secondary	~~$529.00~~	$548.00	799583	1349	Permit - CUPA Fees	
5.2 -- Organic Peroxide						
Quantity Range 1 & 2 (Annual)						
Primary	~~$879.00~~	$910.00	799583	1349	Permit - CUPA Fees	
Secondary	~~$409.00~~	$423.00	799583	1349	Permit - CUPA Fees	
Quantity Range 3, 4, 5 (Annual)						
Primary	~~$1,137.00~~	$1,177.00	799583	1349	Permit - CUPA Fees	
Secondary	~~$529.00~~	$548.00	799583	1349	Permit - CUPA Fees	
6.1 -- Poison Materials						
Quantity Range 1 & 2 (Annual)						
Primary	~~$879.00~~	$910.00	799583	1349	Permit - CUPA Fees	
Secondary	~~$409.00~~	$423.00	799583	1349	Permit - CUPA Fees	
Quantity Range 3, 4, 5 (Annual)						
Primary	~~$1,137.00~~	$1,177.00	799583	1349	Permit - CUPA Fees	
Secondary	~~$529.00~~	$548.00	799583	1349	Permit - CUPA Fees	
6.2 -- Infectious Substances (Etiological Agents)						
Quantity Range 1 & 2 (Annual)						
Primary	~~$879.00~~	$910.00	799583	1349	Permit - CUPA Fees	
Secondary	~~$409.00~~	$423.00	799583	1349	Permit - CUPA Fees	
Quantity Range 3, 4, 5 (Annual)						
Primary	~~$1,137.00~~	$1,177.00	799583	1349	Permit - CUPA Fees	
Secondary	~~$529.00~~	$548.00	799583	1349	Permit - CUPA Fees	

		~~Fiscal Year 2018/19~~	Fiscal Year 2019/20	Charge Code	Object Level 3 & 4	Title (Obj. Lvl. 3)	Title (Obj. Lvl. 4)
HAZARDOUS MATERIALS AND CUPA PERMITS (cont'd)							
	8 -- Corrosives						
	Quantity Range 1 & 2 (Annual)						
	Primary	~~$879.00~~	$910.00	799583	1349	Permit - CUPA Fees	
	Secondary	~~$409.00~~	$423.00	799583	1349	Permit - CUPA Fees	
	Quantity Range 3, 4, 5 (Annual)						
	Primary	~~$1,137.00~~	$1,177.00	799583	1349	Permit - CUPA Fees	
	Secondary	~~$529.00~~	$548.00	799583	1349	Permit - CUPA Fees	
	9 -- Miscellaneous Hazardous Materials						
	Quantity Range 1 & 2 (Annual)						
	Primary	~~$879.00~~	$910.00	799583	1349	Permit - CUPA Fees	
	Secondary	~~$409.00~~	$423.00	799583	1349	Permit - CUPA Fees	
	Quantity Range 3, 4, 5 (Annual)						
	Primary	~~$1,137.00~~	$1,177.00	799583	1349	Permit - CUPA Fees	
	Secondary	~~$529.00~~	$548.00	799583	1349	Permit - CUPA Fees	
105.6.20 CFC, 20.10.50 SMC	To store or handle hazardous materials regulated by the California Fire Code, SMC or Chapter 6.95 of Division 20 of the Health & Safety Code that are not categorized by the Department of Transportation:						
	Quantity Range 1 & 2 (Annual)						
	Primary	~~$879.00~~	$910.00	799583	1349	Permit - CUPA Fees	
	Secondary	~~$409.00~~	$423.00	799583	1349	Permit - CUPA Fees	
	Quantity Range 3, 4, 5 (Annual)						
	Primary	~~$1,137.00~~	$1,177.00	799583	1349	Permit - CUPA Fees	
	Secondary	~~$529.00~~	$548.00	799583	1349	Permit - CUPA Fees	
105.6.10 CFC	To store, use or handle cryogenic gases. (Cryogenic fees shall be assessed under this fee category, not as a DOT regulated material.)						
	Quantity Range 1 & 2 (Annual)						
	Primary	~~$1,008.00~~	$1,043.00	799583	1349	Permit - CUPA Fees	
	Secondary	~~$469.00~~	$485.00	799583	1349	Permit - CUPA Fees	
	Quantity Range 3, 4, 5 (Annual)						
	Primary	~~$1,137.00~~	$1,177.00	799583	1349	Permit - CUPA Fees	
	Secondary	~~$529.00~~	$548.00	799583	1349	Permit - CUPA Fees	
105.6 CFC	To operate an underground storage tank regulated by SMC Title 21. This fee is in addition to any hazard class fee. (Per tank annual)						
	Primary	~~$2,120.00~~	$2,194.00	799583	1349	Permit - CUPA Fees	
	Secondary	~~$986.00~~	$1,021.00	799583	1349	Permit - CUPA Fees	

		~~Fiscal Year 2018/19~~	Fiscal Year 2019/20	Charge Code	Object Level 3 & 4	Title (Obj. Lvl. 3)	Title (Obj. Lvl. 4)
HAZARDOUS MATERIALS AND CUPA PERMITS (cont'd)							
105.6 CFC	To close a hazardous materials storage facility (other than tanks). Each occurrence where 4 or more hours are expended.						
	Small Quantity	~~$1,811.00~~	$1,874.00	799583	1349	Permit - CUPA Fees	
	Large Quantity	~~$2,068.00~~	$2,140.00	799583	1349	Permit - CUPA Fees	
105.6 CFC 105.7 CFC	Temporary hazardous materials permit. Any permit (authorized under CFC 105.6 or 105.7) issued for a time period not exceeding six (6) months. Review and inspection (Per hour).	~~$258.00~~	$267.00	799583	1359 - 2	Permit - Haz. Materials	Temporary
	Re-Inspection Fee	~~$345.00~~	$357.00	799583	1359 - 2	Permit - Haz. Materials	Temporary
	Overtime Inspection Fee (Per hour)	~~$323.00~~	$334.00	799583	1359 - 2	Permit - Haz. Materials	Temporary
	Late Application Fee	~~20% of Dollar Amount~~	20% of Dollar Amount	799583	1359 - 2	Permit - Haz. Materials	Temporary

Quantity Range #	Range Amounts
1	Less than 500 pounds for solids, Less than 55 gallons for liquids, and Less than 200 cubic feet at STP for compressed gases.
2	Between 500 and 5,000 pounds for solids, Between 55 and 550 gallons for liquids, and Between 200 and 2,000 cubic feet at STP for compressed gases.
3	Between 5,000 and 25,000 pounds for solids, Between 550 and 2,750 gallons for liquids, and Between 2,000 and 10,000 cubic feet at STP for compressed gases.
4	Between 25,000 and 50,000 pounds for solids, Between 2,750 and 5,500 gallons for liquids, and Between 10,000 and 20,000 cubic feet at STP for compressed gases.
5	More than 50,000 pounds for solids, More than 5,500 gallons for liquids, and More than 20,000 cubic feet at STP for compressed gases.

Consultation Fee. Review of Hazardous Materials Management Plans (HMMPs) and/or business files by consultants with Hazardous Materials Inspectors or other members of the Fire Prevention Bureau (minimum one half hour charge). Note: This is not intended to require a facility to pay a fee to discuss/review its own HMMP/business file with a member of the Fire Prevention Bureau. (Per hour).	~~$258.00~~	$267.00	799583	1349	Permit - CUPA Fees	
Re-inspection Fee. Hazardous Materials after first re-inspection (each inspection)	~~$334.00~~	$346.00	799583	1359 - 1	Permit - Haz. Materials	General
Overtime Inspection Fee. Hazardous Materials, upon request. (Per hour)	~~$323.00~~	$334.00	799583	1359 - 1	Permit - Haz. Materials	General

		~~Fiscal Year 2018/19~~	Fiscal Year 2019/20	Charge Code	Object Level 3 & 4	Title (Obj. Lvl. 3)	Title (Obj. Lvl. 4)
HAZARDOUS MATERIALS AND CUPA PERMITS (cont'd)							
	Late Application Fee. Upon failure to obtain required permit, failure to renew annual permit, or failure to pay required fees. Applicable 30 days after due date. (Per month)	~~20% of Dollar Amount Owed~~	20% of Dollar Amount Owed	799583	1359 - 1	Permit - Haz. Materials	General
20.10.030 SMC	Annual Hazardous Waste Treatment (billed for highest tier only)						
	Permit by Rule	~~$2,802.00~~	$2,900.00	799583	1349	Permit - CUPA Fees	
	Conditionally Authorized	~~$2,030.00~~	$2,101.00	799583	1349	Permit - CUPA Fees	
	Conditionally Exempt	~~$1,090.00~~	$1,128.00	799583	1349	Permit - CUPA Fees	
20.10.030 SMC	Annual Hazardous Waste Generator Fees						
	Addiitonal fee for each contiguous hazardous waste generator facility with same EPA ID#	~~$83.00~~	$86.00	799583	1349	Permit - CUPA Fees	
	Used Oil Only						
	Primary	~~$961.00~~	$995.00	799583	1349	Permit - CUPA Fees	
	Secondary	~~$447.00~~	$463.00	799583	1349	Permit - CUPA Fees	
	<100 kg/year						
	Primary	~~$961.00~~	$995.00	799583	1349	Permit - CUPA Fees	
	Secondary	~~$447.00~~	$463.00	799583	1349	Permit - CUPA Fees	
	<5 tons/year						
	Primary	~~$961.00~~	$995.00	799583	1349	Permit - CUPA Fees	
	Secondary	~~$447.00~~	$463.00	799583	1349	Permit - CUPA Fees	
	5 - <25 tons/year						
	Primary	~~$1,386.00~~	$1,435.00	799583	1349	Permit - CUPA Fees	
	Secondary	~~$646.00~~	$669.00	799583	1349	Permit - CUPA Fees	
	25 - <50 tons/year						
	Primary	~~$1,391.00~~	$1,440.00	799583	1349	Permit - CUPA Fees	
	Secondary	~~$646.00~~	$669.00	799583	1349	Permit - CUPA Fees	
	50 - <250 tons/year						
	Primary	~~$1,818.00~~	$1,882.00	799583	1349	Permit - CUPA Fees	
	Secondary	~~$845.00~~	$875.00	799583	1349	Permit - CUPA Fees	
	250 - <500 tons/year						
	Primary	~~$1,818.00~~	$1,882.00	799583	1349	Permit - CUPA Fees	
	Secondary	~~$845.00~~	$875.00	799583	1349	Permit - CUPA Fees	
	500 - <1,000 tons/year						
	Primary	~~$1,818.00~~	$1,882.00	799583	1349	Permit - CUPA Fees	
	Secondary	~~$845.00~~	$875.00	799583	1349	Permit - CUPA Fees	
	1,000 - 2,000 tons/year						
	Primary	~~$1,818.00~~	$1,882.00	799583	1349	Permit - CUPA Fees	
	Secondary	~~$845.00~~	$875.00	799583	1349	Permit - CUPA Fees	
	>2000 tons/year						
	Primary	~~$1,818.00~~	$1,882.00	799583	1349	Permit - CUPA Fees	
	Secondary	~~$845.00~~	$875.00	799583	1349	Permit - CUPA Fees	

		~~Fiscal Year 2018/19~~	Fiscal Year 2019/20	Charge Code	Object Level 3 & 4	Title (Obj. Lvl. 3)	Title (Obj. Lvl. 4)
HAZARDOUS MATERIALS AND CUPA PERMITS (cont'd)							
20.10.030 SMC	California Accidental Release Prevention (CalARP) Program						
	Registration	~~$515.00~~	$533.00	799583	1349	Permit - CUPA Fees	
	Review of Risk Management Plans (Charge per hour)	~~$258.00~~	$267.00	799583	1349	Permit - CUPA Fees	
	Required Non-routine Inspections (Charge per hour)	~~$345.00~~	$357.00	799583	1349	Permit - CUPA Fees	
	CalARP Annual Inspection Fee - Program Level 1						
	Primary	~~$1,218.00~~	$1,261.00	799583	1349	Permit - CUPA Fees	
	Secondary	~~$567.00~~	$587.00	799583	1349	Permit - CUPA Fees	
	CalARP Annual Inspection Fee - Program Level 2 & 3						
	Primary	~~$1,554.00~~	$1,608.00	799583	1349	Permit - CUPA Fees	
	Secondary	~~$722.00~~	$747.00	799583	1349	Permit - CUPA Fees	
20.10.030 SMC	Aboveground Petroleum Storage Act (APSA) Annual Inspection Fee						
	Single Source	~~$961.00~~	$995.00	799583	1349	Permit - CUPA Fees	
	Multiple Source	~~$1,167.00~~	$1,208.00	799583	1349	Permit - CUPA Fees	
	Technology Fee (Annual per consolidated permit)	~~$25.00~~	$26.00	799583	1359 - 3	Permit - Haz. Materials	Technology Fees
	Annual Unified Program State Service Fees						
	Unified Program Facility	As Set by State	As Set by State	799583		Deposits and Passthroughs	
	Underground Tank (Each)	As Set by State	As Set by State	799583		Deposits and Passthroughs	
	CalARP Facility	As Set by State	As Set by State	799583		Deposits and Passthroughs	
	APSA Fee (Per regulated facility)	As Set by State	As Set by State	799583		Deposits and Passthroughs	

SECTION 7.10 ANIMAL CONTROL SERVICES FEES AND CHARGES

	~~Fiscal Year 2018/19~~	Fiscal Year 2019/20	Charge Code	Object Level 3 & 4	Title (Obj. Lvl. 3)	Title (Obj. Lvl. 4)
A. Animal Licensing Fee (not transferable)[1]						
Altered Dog[2]						
One Year	~~$22.00~~	$22.00	799583	2751	Animal Control Fees	
Two Years	~~$32.00~~	$32.00	799583	2751	Animal Control Fees	
Three Years	~~$42.00~~	$42.00	799583	2751	Animal Control Fees	
Unaltered Dog[2]						
One Year	~~$74.00~~	$74.00	799583	2751	Animal Control Fees	
Altered Cat[2]						
One Year	~~$11.00~~	$11.00	799583	2751	Animal Control Fees	
Two Years	~~$17.00~~	$17.50	799583	2751	Animal Control Fees	
Three Years	~~$23.00~~	$23.00	799583	2751	Animal Control Fees	
Unaltered Cat[2]						
One Year	~~$37.00~~	$37.00	799583	2751	Animal Control Fees	
Late Fee[3]	~~$25.00~~	$25.00	799583	2751	Animal Control Fees	
Replacement Tag	~~$5.00~~	$5.00	799583	2751	Animal Control Fees	

Footnotes:

1 For owners 65 years old or older the fee applies to the second and additional animals only

2 Rabies vaccination requirements apply to all licenses and licenses will not be issued beyond the validity of the vaccination.

3 Due upon failure to license dog or cat by age of four months (state law), or within 30 days of acquisition, residency or license expiration.

B. Impound Fees*						
CA Food and Agriculture Code 30804.7 Humane Society of Silicon Valley may impose additional fees Unaltered Dogs and Cats (includes $60 impound fee)	Included Below	Included Below	799583	2751	Animal Control Fees	
1st Offense	~~$95.00~~	$40.00	799583	2751	Animal Control Fees	
2nd Offense	~~$110.00~~	$75.00	799583	2751	Animal Control Fees	
3rd Offense and subsequent offenses	~~$160.00~~	$100.00	799583	2751	Animal Control Fees	
State fine for Intact (unaltered) pets (1st/2nd/3rd and subsenquent offenses)	~~$30.00~~	$35.00/$50.00/$100.00	799583	2751	Animal Control Fees	
Other Small (bird, rabbit, etc)	~~$30.00~~	$30.00	799583	2751	Animal Control Fees	
Other Large (horse, pig, goat, etc.)	~~$75.00~~	$75.00	799583	2751	Animal Control Fees	

** If an owner chooses to spay/neuter their impounded pet prior to release, the additional fine for intact (unaltered) pet will be waived. Further, if a pet is spayed/neutered within 60 days of redemption, the owner will receive a refund of the intact pet fine.*

C. Boarding Fees (per day or portion thereof)						
Unaltered Dogs	~~$25.00~~	$26.00	799583	2751	Animal Control Fees	
Altered Dogs	~~$21.00~~	$22.00	799583	2751	Animal Control Fees	
Unaltered Cats	~~$25.00~~	$26.00	799583	2751	Animal Control Fees	
Altered Cats	~~$21.00~~	$22.00	799583	2751	Animal Control Fees	
Other Small (bird, rabbit, etc)	~~$21.00~~	$22.00	799583	2751	Animal Control Fees	
Other Large (horse, pig, goat, etc)	~~$25.00~~	$26.00	799583	2751	Animal Control Fees	
Quarantine - Shelter	~~Up to 10 Days Boarding Fees~~	Up to 10 Days Boarding Fees	799583	2751	Animal Control Fees	
Quarantine	~~$52.00~~	$54.00	799583	2751	Animal Control Fees	

		~~Fiscal Year 2018/19~~	Fiscal Year 2019/20	Charge Code	Object Level 3 & 4	Title (Obj. Lvl. 3)	Title (Obj. Lvl. 4)
ANIMAL CONTROL SERVICES FEES AND CHARGES (cont'd)							
D.	Other Fees						
	Field Service Charge, per trip	~~$117.00~~	$121.00	799583	2751	Animal Control Fees	
	Animal Establishment Permit (New)	~~$279.00~~	$289.00	799583	2751	Animal Control Fees	
	Animal Establishment Permit (Renewal)	~~$49.00~~	$51.00	799583	2751	Animal Control Fees	
SMC 6.08.116	Vicious Animal Permit (New)	~~$279.00~~	$289.00	799583	2751	Animal Control Fees	
	Vicious Animal Permit (Renewal)	~~$104.00~~	$108.00	799583	2751	Animal Control Fees	
	Inspection Fee	~~$141.00~~	$146.00	799583	2751	Animal Control Fees	
	Re-Inspection Fee						
	First 1/2 hour (minimum)	~~$41.00~~	$42.00	799583	2751	Animal Control Fees	
	Each Hour	~~$83.00~~	$86.00	799583	2751	Animal Control Fees	
	Return to Owner Fee						
	Altered Dog or Cat	~~$25.00~~	$25.00	799583	2751	Animal Control Fees	
	Unaltered Dog or Cat (includes a $50 return to owner fee)	~~Included Below~~	Included Below	799583	2751	Animal Control Fees	
	1st Offense	~~$50.00~~	$50.00	799583	2751	Animal Control Fees	
	2nd Offense	~~$75.00~~	$75.00	799583	2751	Animal Control Fees	
	3rd Offense and subsequent offenses	~~$100.00~~	$100.00	799583	2751	Animal Control Fees	
	Other Small (bird, rabbit, etc)	~~$25.00~~	$25.00	799583	2751	Animal Control Fees	
	Other Large (horse, pig, goat, etc.)	~~$50.00~~	$50.00	799583	2751	Animal Control Fees	
	Deceased Animal	~~$25.00~~	$25.00	799583	2751	Animal Control Fees	
SECTION 7.11	**CIVIL PENALTIES FOR PARKING VIOLATIONS**						
SMC 9.24.180	Abandoned Car - 72 hours	~~$53.00~~	$53.00	477240	1503	Fines - Parking	
SMC 10.16.020	Obedience to Signs or Parking Space Marking	~~$53.00~~	$53.00	477240	1503	Fines - Parking	
SMC 10.16.030	Emergency Parking; Street Repair	~~$70.00~~	$70.00	477240	1503	Fines - Parking	
SMC 10.16.040	Parking on City Property	~~$53.00~~	$53.00	477240	1503	Fines - Parking	
SMC 10.16.060	Parking Adjacent to Schools	~~$53.00~~	$53.00	477240	1503	Fines - Parking	
SMC 10.16.080	Parking Parallel with Curb	~~$53.00~~	$53.00	477240	1503	Fines - Parking	
SMC 10.16.090	Angle Parking	~~$53.00~~	$53.00	477240	1503	Fines - Parking	
SMC 10.16.100	Parking on Narrow Streets	~~$53.00~~	$53.00	477240	1503	Fines - Parking	
SMC 10.16.110	Standing in Parkways Prohibited	~~$53.00~~	$53.00	477240	1503	Fines - Parking	
SMC 10.16.120	Use of Streets for Storage of Vehicles	~~$53.00~~	$53.00	477240	1503	Fines - Parking	
SMC 10.16.140	Parking for Certain Purposes	~~$70.00~~	$70.00	477240	1503	Fines - Parking	
SMC 10.16.150	Parking on Private Property Prohibited	~~$53.00~~	$53.00	477240	1503	Fines - Parking	
SMC 10.16.160	Commercial Vehicles in Residential District	~~$70.00~~	$70.00	477240	1503	Fines - Parking	
SMC 10.16.170	Vehicles Transporting Property for Hire	~~$53.00~~	$53.00	477240	1503	Fines - Parking	
SMC 10.24.010	Parking Prohibited / Certain Streets	~~$53.00~~	$53.00	477240	1503	Fines - Parking	
SMC 10.24.015	Commercial Vehicle on Certain Streets	~~$111.00~~	$111.00	477240	1503	Fines - Parking	
SMC 10.24.020	Parking Prohibited / Certain Hours	~~$53.00~~	$53.00	477240	1503	Fines - Parking	
SMC 10.24.030	Time Limitations	~~$53.00~~	$53.00	477240	1503	Fines - Parking	
SMC 10.26.060	Preferential Parking Prohibitions	~~$53.00~~	$53.00	477240	1503	Fines - Parking	
SMC 10.36.040 (b)	Loading Zone / Time Limit	~~$53.00~~	$53.00	477240	1503	Fines - Parking	
SMC 10.36.050	Loading Zone / Parking Prohibited	~~$53.00~~	$53.00	477240	1503	Fines - Parking	
SMC 10.36.060	Passenger Zone / Park Restricted	~~$53.00~~	$53.00	477240	1503	Fines - Parking	

		~~Fiscal Year 2018/19~~	Fiscal Year 2019/20	Charge Code	Object Level 3 & 4	Title (Obj. Lvl. 3)	Title (Obj. Lvl. 4)
CIVIL PENALTIES FOR PARKING VIOLATIONS (cont'd)							
SMC 10.36.065	Disabled Parking	~~$317.00~~	$317.00	477240	1503	Fines - Parking	
SMC 10.36.070	Parking in Alleys	~~$53.00~~	$53.00	477240	1503	Fines - Parking	
SMC 10.36.090	Bus Zone / Parking Prohibited	~~$271.00~~	$271.00	477240	1503	Fines - Parking	
SMC 19.46.140	Parking in Front and/or Side Yards	~~$53.00~~	$53.00	477240	1503	Fines - Parking	
CVC 21113(A)	Parked on Public Ground	~~$53.00~~	$53.00	477240	1503	Fines - Parking	
CVC 21210	Bicycle Parking	~~$53.00~~	$53.00	477240	1503	Fines - Parking	
CVC 22500(A-H)	Park, Stop, Stand Violation	~~$53.00~~	$53.00	477240	1503	Fines - Parking	
CVC 22500 (I)	Bus Loading Zone	~~$271.00~~	$271.00	477240	1503	Fines - Parking	
CVC 22500(J-K)	Park, Stop, Stand Violation	~~$53.00~~	$53.00	477240	1503	Fines - Parking	
CVC 22500(L)	Block Wheelchair Access Ramp	~~$317.00~~	$317.00	477240	1503	Fines - Parking	
CVC 22500.1	Parked in a Fire Lane	~~$60.00~~	$60.00	477240	1503	Fines - Parking	
CVC 22502 (A,E)	Park in Direction of Flow (18" of Curb)	~~$53.00~~	$53.00	477240	1503	Fines - Parking	
CVC 22505 (B)	Park on State Highway	~~$53.00~~	$53.00	477240	1503	Fines - Parking	
CVC 22507.8 (A)	Disabled Parking Only	~~$317.00~~	$317.00	477240	1503	Fines - Parking	
CVC 22507.8 (B)	Block Handicap Space	~~$317.00~~	$317.00	477240	1503	Fines - Parking	
CVC 22513	Tow Truck Stopping at Accident Scene	~~$53.00~~	$53.00	477240	1503	Fines - Parking	
CVC 22514	Parking Within 15' of Fire Hydrant	~~$61.00~~	$61.00	477240	1503	Fines - Parking	
CVC 22515	Unattended Vehicles	~~$53.00~~	$53.00	477240	1503	Fines - Parking	
CVC 22521	Parking on Railroad Track	~~$53.00~~	$53.00	477240	1503	Fines - Parking	
CVC 22522	Blocking Handicap Sidewalk Ramp	~~$317.00~~	$317.00	477240	1503	Fines - Parking	
CVC 22526 (A)	Block Intersection / Gridlock	~~$116.00~~	$116.00	477240	1503	Fines - Parking	
CVC 22526 (B)	Turning and Blocking Intersection / Gridlock	~~$116.00~~	$116.00	477240	1503	Fines - Parking	
CVC 22951	Street and Alley Parking	~~$53.00~~	$53.00	477240	1503	Fines - Parking	
CVC 23333	Park on Vehicular Crossing	~~$53.00~~	$53.00	477240	1503	Fines - Parking	
CVC 38300	Off Highway Vehicle: Obey Parking Signs	~~$53.00~~	$53.00	477240	1503	Fines - Parking	
CVC 22511.1	Zero Emissions Vehicle Parking Only	~~$103.00~~	$103.00	477240	1503	Fines - Parking	
CVC 5204	Registration Tabs Required	~~$53.00~~	$53.00	477240	1503	Fines - Parking	
CVC 4000(a)(1)	Unregistered Vehicle	~~$53.00~~	$53.00	477240	1503	Fines - Parking	
CVC 40203.5(a)	Late Payment Penalty	~~35% of Original Fine~~	35% of Original Fine	477240	1503	Fines - Parking	
CVC 40203.6(a)	Additional Penalty for violation of Disabled/Handicap/ADA Parking	~~10% of Civil Penalty~~	10% of Civil Penalty	477240	1503	Fines - Parking	
CIVIL PENALTY REDUCTIONS							
CVC 40225	Proof of Correction: Valid License Plate Display	~~$10.00~~	$10.00	477240	1503	Fines - Parking	
CVC 40226	Proof of Correction: Disabled Placard	~~$25.00~~	$25.00	477240	1503	Fines - Parking	

Note: *These are the most commonly cited violations. However, citations may also be issued for municipal code violations not listed here. For fine information for those violations refer to the Santa Clara County Traffic Bail Schedule. (http://www.scscourt.org/court_divisions/traffic/bail.shtml)*

		~~Fiscal Year 2018/19~~	Fiscal Year 2019/20	Charge Code	Object Level 3 & 4	Title (Obj. Lvl. 3)	Title (Obj. Lvl. 4)
SECTION 7.12	**ADMINISTRATIVE CITATIONS**						
	All violations of the Sunnyvale Municipal Code enforced pursuant to Chapters 1.05 and 1.06 are governed by this schedule of fines:						
	Neighborhood Preservation Code Violations:						
SMC Ch. 1.04	(1) First violation	~~$100.00~~	$100.00	799583	1516	Neighborhood Pres. Code Violations	
SMC Ch. 1.05	(2) Second violation occurring within 12 months of the most recent citation date.	~~$200.00~~	$200.00	799583	1516	Neighborhood Pres. Code Violations	
	(3) Third violation occurring within 12 months of the most recent citation date.	~~$500.00~~	$500.00	799583	1516	Neighborhood Pres. Code Violations	
	Late Payments	~~10% per month~~	10% per month	799583	1516	Neighborhood Pres. Code Violations	
	Fire Code Violations:						
SMC Ch. 1.04	(1) First violation	~~$100.00~~	$100.00	799583	1517	Fire Code Violations	
SMC Ch. 1.05	(2) Second violation occurring within 12 months of the most recent citation date.	~~$200.00~~	$200.00	799583	1517	Fire Code Violations	
	(3) Third violation occurring within 12 months of the most recent citation date.	~~$500.00~~	$500.00	799583	1517	Fire Code Violations	
Reso. No. 109-02	Late Payments	~~10% per month~~	10% per month	799583	1517	Fire Code Violations	
	Licensing/Permitting Code Violations						
SMC Ch. 1.04	(1) First violation	~~$100.00~~	$100.00	799583	1518	Licensing/Permitting Code Violations	
SMC Ch. 1.05	(2) Second violation occurring within 12 months of the most recent citation date.	~~$200.00~~	$200.00	799583	1518	Licensing/Permitting Code Violations	
	(3) Third violation occurring within 12 months of the most recent citation date.	~~$500.00~~	$500.00	799583	1518	Licensing/Permitting Code Violations	
	Licensing/Permitting Non-Compliance Penalties						
BPC Article 4	Secondhand Dealers/Pawnbroker Permit - One Owner	~~$250.00~~	$250.00	799583	1371 - 2	Misc. DPS Permits & Services	Secondhand Dealer/Pawn Broker Permit
BPC Article 4	Firearms Sales	~~$250.00~~	$250.00	799583	1371 - 3	Misc. DPS Permits & Services	Firearm Sales Permit
SMC Ch. 5.28	Peddler/Solicitor	~~$250.00~~	$250.00	799583	2759	Misc. DPS Permits & Services	Peddler/Solicitor Permit
SMC Ch. 5.36	Taxicabs/Taxicab Drivers	~~$250.00~~	$250.00	799583	1370	Misc. DPS Permits & Services	
SMC Ch. 9.90	Alarms and Alarm Users	~~$250.00~~	$250.00	799583	2770	Misc. DPS Permits & Services	DPS Alarm Permit Fee
SMC Ch. 9.40	Adult Entertainment Establishments	~~$250.00~~	$250.00	799583	1373	Misc. DPS Permits & Services	Adult Entertainment Permits
SMC Ch. 9.41	Massage Establishments/Massage Therapists	~~$500.00~~	$500.00	799583	1371 - 7	Misc. DPS Permits & Services	Massage Establishments
Reso. No. 109-02	Late Payments	~~10% per month~~	10% per month	799583	1518	Licensing/Permitting Code Violations	
SECTION 7.13	**ABATEMENT OF NUISANCES (SMC Ch. 9.26)**						
	Direct cost of abatement	~~Actual Cost~~	Actual Cost	799583	1674	Reimbursement	

	~~Fiscal Year 2018/19~~	Fiscal Year 2019/20	Charge Code	Object Level 3 & 4	Title (Obj. Lvl. 3)	Title (Obj. Lvl. 4)
DEPARTMENT OF PUBLIC WORKS						
* Per Government Code §66017, certain development processing fees and development impact fees are effective 60 days after adoption.						
* **SECTION 8.01 RIGHT OF WAY ENCROACHMENT**						
(All fees are per permit unless otherwise stated.)						
Each person, firm or corporation, except as hereinafter provided, making or proposing to make any encroachment as defined in Chapter 13.08 of the Sunnyvale Municipal Code, shall pay to the City at the time of issuance of the encroachment permit the following fees or charges:						
Construction in Public Right of Way						
A construction of 50 feet in length or less	~~$336.00~~	$348.00	310250	2900 - 1	Engineering Fees	Minor and Utility Permit
A construction of over 50 feet in length plus						
(for the first 50 feet)	~~$336.00~~	$348.00	310250	2900 - 1	Engineering Fees	Minor and Utility Permit
(for each additional 100 feet or fraction thereof)	~~$202.00~~	$209.00	310250	2900 - 1	Engineering Fees	Minor and Utility Permit
Traffic Control Plan Review Fee or Construction Management Plan Review Fee (each applicable perm	~~$168.00~~	$168.00	310250	2900 - 1	Engineering Fees	Minor and Utility Permit
Refund for Permit Cancellation	~~$161.00~~	$167.00	310250	2900 - 1	Engineering Fees	Minor and Utility Permit
Permit Extension (3 month increments)	~~$59.00~~	$61.00	310250	2900 - 1	Engineering Fees	Minor and Utility Permit
Permit Revision (after approval)	~~$138.00~~	$143.00	310250	2900 - 1	Engineering Fees	Minor and Utility Permit
EXEMPTIONS: The encroachment permit fee shall not be charged to those persons, firms or corporations required to perform construction in the Public Right of Way pursuant to the conditions of a general construction contract awarded to such person, firm or corporation by the City Council.						
Occupancy of Public Right of Way/Public Easement and/or Encroachment/Maintenance and/or License Agreement						
Right-of-way Usage Fee (for private fiber optic/network facilities) per linear foot	~~$18.00~~	$18.50	310250	2900 - 3	Engineering Fees	Occupancy Encroachment
Application for private use of public right of way/ public easement (SMC 13.08.110)	~~$1,292.00~~	$1,337.00	310250	2900 - 3	Engineering Fees	Occupancy Encroachment
RIGHT OF ENTRY						
To apply and obtain entry rights for activities on a property owned by the City. (Per Lot)	~~$582.00~~	$602.00	310250	2900 - 3	Engineering Fees	Occupancy Encroachment
* **SECTION 8.02 DEVELOPMENT PROJECTS**						
Public Record Drawing Maintenance Fee (per Sheet)	~~$155.00~~	$160.00	310250	2900 - 2	Engineering Fees	Major and Subdivision Permit

	~~Fiscal Year 2018/19~~	Fiscal Year 2019/20	Charge Code	Object Level 3 & 4	Title (Obj. Lvl. 3)	Title (Obj. Lvl. 4)
SUBDIVISION MAP / LEGAL PLAN REVIEW FEE						
Planning Application Reviews (per project)						
a. All planning project reviews (base fees), ~~plus (if applicable)~~	~~$409.00~~	$423.00	310210	2900 - 8	Engineering Fees	Planning Application Review
b. Project reviews with a Tentative Parcel Map (4 lots or less), or	~~$914.00~~	$946.00	310210	2900 - 8	Engineering Fees	Planning Application Review
Project reviews with a Tentative Map (5 lots or more), plus (if applicable)	~~$2,814.00~~	$2,912.00	310210	2900 - 8	Engineering Fees	Planning Application Review
c. Project reviews associated with major planning applications (such as projects with General Plan Amendment, Development Agreement, EIR, or projects within a Specific Plan or ITR areas, etc.)	~~$5,630.00~~	$5,827.00	310210	2900 - 8	Engineering Fees	Planning Application Review
Parcel Map Plan Check Fee (per Map)	~~$5,680.00~~	$5,879.00	310230	2900 - 5	Engineering Fees	Subdivision Map Review
Tract/Final Map Plan Check (per Map)						
Low (1-parcel condo with 5 units or more)	~~$6,180.00~~	$6,365.00	310230	2900 - 5	Engineering Fees	Subdivision Map Review
Medium (5-10 lots)	~~$6,695.00~~	$6,896.00	310230	2900 - 5	Engineering Fees	Subdivision Map Review
High (11 - 50 lots)	~~$7,777.00~~	$8,010.00	310230	2900 - 5	Engineering Fees	Subdivision Map Review
Complex (>50 lots)	~~$10,300.00~~	$10,609.00	310230	2900 - 5	Engineering Fees	Subdivision Map Review
NOTES: Three plan checks are included in the map fees. For each additional review, a 10% surcharge fee will apply and be paid at the time of each additional submittal.						
Certificate of Compliance Fee (per certificate)	~~$642.00~~	$664.00	310230	2900 - 5	Engineering Fees	Subdivision Map Review
Certificate of Correction/Amendment of Map (SMC 18.30, per certificate/amendment)	~~$527.00~~	$527.00	310230	2900 - 5	Engineering Fees	Subdivision Map Review
Lot Line or Lot Merger Adjustment Fee (SMC 18.24, per application)	~~$1,962.00~~	$1,962.00	310230	2900 - 5	Engineering Fees	Subdivision Map Review
plus per lot	~~$54.00~~	$56.00	310230	2900 - 5	Engineering Fees	Subdivision Map Review
Public Easement Review Fee (such as Easement Deed for sidewalk or public utilities, etc., per easement)	~~$935.00~~	$935.00	310230	2900 - 5	Engineering Fees	Subdivision Map Review
Assessment District Apportionment Fee	~~Actual Cost~~	Actual Cost	310230	2900 - 7	Engineering Fees	Assessment Administration

* Per Government Code §66017, certain development processing fees and development impact fees are effective 60 days after adoption.

BUILDING PERMIT CLEARANCE FEE						
Building Permit related to subdivision or major planning permit	~~$2,985.00~~	$3,089.00	310220	2900 - 4	Engineering Fees	Building Plan Review
Building Permit - all other Building Permit Plan Reviews	~~$508.00~~	$526.00	310220	2900 - 4	Engineering Fees	Building Plan Review
STREET TREES						
The sum per tree shall be collected from the owner or developer of each property at the time the Development Permit, Subdivision Agreement, or Building Permit is issued for required street trees. If installed/planted by City	~~$302.00~~	$313.00	219600	2904 - 1	Street Tree Fees	Tree Planting (Staff)
If installed/planted by Owner/Developer	~~$30.00~~	$31.00	219600	2904 - 2	Street Tree Fees	Tree Planting (Developer)

	~~Fiscal Year 2018/19~~	Fiscal Year 2019/20	Charge Code	Object Level 3 & 4	Title (Obj. Lvl. 3)	Title (Obj. Lvl. 4)
PUBLIC IMPROVEMENT ENGINEERING PLAN CHECK AND INSPECTION FEES						
(All Costs are per project unless otherwise noted)						
Public Improvement construction costs up to $10,000	~~$4,499.00~~	$4,656.00	310250	2900 - 2	Engineering Fees	Major and Subdivision Permit
Public Improvement construction costs from $10,001 to $50,000	~~$4,499.00 plus 35% of cost > $10,000~~	$4,656.00 plus 35% of cost > $10,000	310250	2900 - 2	Engineering Fees	Major and Subdivision Permit
Public Improvement construction costs from $50,001 to $1,000,000	~~$18,499.00 plus 4% of cost > $50,000~~	$18,656.00 plus 4% of cost > $50,000	310250	2900 - 2	Engineering Fees	Major and Subdivision Permit
Public Improvement construction costs $1,000,001 and up	~~$56,499.00 plus 1% of cost > $1,000,000~~	$56,656.00 plus 1% of cost > $1,000,000	310250	2900 - 2	Engineering Fees	Major and Subdivision Permit
After hours plan check	~~Actual Cost~~	Actual Cost	310250	2900 - 2	Engineering Fees	Major and Subdivision Permit
After Hours inspection	~~Actual Cost~~	Actual Cost	310250	2900 - 2	Engineering Fees	Major and Subdivision Permit
Third Party Plan Check (For Expedited Review)	~~Actual Cost~~	Actual Cost	310250	2900 - 2	Engineering Fees	Major and Subdivision Permit

NOTES:

1. For all development projects, a minimum fee (Based on Public Improvement construction costs up to $10,000) will be charged at the time of the first plan check submittal. The review process will not begin until the submittal is complete and the minimum fee is paid.

2. Three plan checks are included in the fees. For each additional review, a 4% surcharge fee will apply and be paid at the time of each additional submittal.

3. Projects determined to be large, complex, unusual and/or time-consuming which require service above and beyond the standard will be subject to additional fees in order to cover the actual cost of service.

PUBLIC RIGHT-OF-WAY AND EASEMENT ABANDONMENT FEE						
(Based upon CA Streets and Highways Code)						
Summary Vacation Per Process	~~$2,154.00~~	$2,229.00	310230	2900 - 6	Engineering Fees	Street/Easement Vacation
Standard Vacation Per Process	~~$3,362.00~~	$3,480.00	310230	2900 - 6	Engineering Fees	Street/Easement Vacation
Summary Vacation of Public Service Easement (per easement) (SMC Chap 18.50) (Ordinance 16-0860)	~~$1,033.00~~	$1,069.00	310230	2900 - 10	Engineering Fees	Easement Vacation
SECTION 8.03 TRANSPORTATION / TRAFFIC FEES						
(California Code of Regulations, Title 21, Chapter 4, Subchapter 7, Section 1411.3)						
For each single Transportation Permit issued by the Department of Public Works authorizing the operation on certain City streets of vehicles of a size, load weight or vehicle weight exceeding the maximum specified in the Vehicle Code of the State of California.	~~$17.50~~	$67.50	799636	1368	Permit - Transportation	
For each annual/repetitive permit, paid in its entirety with no provisions for transfer, proration and/or refund.	~~$101.00~~	$101.00	799636	1368	Permit - Transportation	
Residential Parking Permit Parking Fee	~~$22.00~~	$22.00	119010	1368	Permit - Transportation	
Traffic Directional Signs or Markings Actual cost of the signs or markings, which shall be provided by the City, and the cost of its installation. [Revised 14/15]	~~Actual Cost~~	Actual Cost	799106	1364	Permit - Sign	
Consultant Preparation of Transportation Study	~~Actual Cost~~	Actual Cost	799000		Deposits and Passthroughs	
Staff Review of Transportation Study prepared by consultant	~~10% of actual consultant cost~~	10% of actual consultant cost	119440	1654	Environ. Review Fees	

	~~Fiscal Year 2018/19~~	Fiscal Year 2019/20	Charge Code	Object Level 3 & 4	Title (Obj. Lvl. 3)	Title (Obj. Lvl. 4)
TRANSPORTATION / TRAFFIC FEES (cont'd)						
Transportation Impact Fee						
A. Impact Fee--Area South of Route 237						
Single Family detached, per dwelling unit	~~$3,114.00~~	$3,239.00	799058	1649 - 2	Transportation Impact Fee	South
Multi-family attached, per dwelling unit	~~$1,931.00~~	$2,008.00	799058	1649 - 2	Transportation Impact Fee	South
Office, per 1,000 square feet	~~$4,640.00~~	$4,826.00	799058	1649 - 2	Transportation Impact Fee	South
Retail, per 1,000 square feet	~~$5,776.00~~	$6,007.00	799058	1649 - 2	Transportation Impact Fee	South
Industrial, per 1,000 square feet	~~$3,021.00~~	$3,142.00	799058	1649 - 2	Transportation Impact Fee	South
Research and Development, per 1,000 square feet	~~$3,332.00~~	$3,465.00	799058	1649 - 2	Transportation Impact Fee	South
Hotel, per room	~~$1,868.00~~	$1,943.00	799058	1649 - 2	Transportation Impact Fee	South
Uses not enumerated, per trip	~~$3,114.00~~	$3,239.00	799058	1649 - 2	Transportation Impact Fee	South
B. Impact Fee--Industrial Area North of Route 237						
Industrial, per 1,000 square feet	~~$5,779.00~~	$6,010.00	799058	1649 - 1	Transportation Impact Fee	North
Research and Development, per 1,000 square feet	~~$6,375.00~~	$6,630.00	799058	1649 - 1	Transportation Impact Fee	North
Destination Retail, per 1,000 square feet	~~$11,052.00~~	$11,494.00	799058	1649 - 1	Transportation Impact Fee	North
Neighborhood Retail, per 1,000 square feet	~~$5,526.00~~	$5,747.00	799058	1649 - 1	Transportation Impact Fee	North
Hotel, per room	~~$3,575.00~~	$3,718.00	799058	1649 - 1	Transportation Impact Fee	North
Uses not enumerated, per trip	~~$5,958.00~~	$6,196.00	799058	1649 - 1	Transportation Impact Fee	North

	~~Fiscal Year 2018/19~~	Fiscal Year 2019/20	Charge Code	Object Level 3 & 4	Title (Obj. Lvl. 3)	Title (Obj. Lvl. 4)
SECTION 8.04 TRAFFIC CONTROL FEES						
The fee for traffic control for planned and unplanned events shall be:						
A. Neighborhood Block Parties Simple block parties that require minimal traffic control. *Example* : Specifically limited to neighborhood block parties. All other events requiring temporary traffic control will fall into one of the other categories listed below.						
Refundable deposit for use of traffic control devices	~~$30.00~~	$30.00	121730	2909	Temporary Traffic Controls	
City pick-up or delivery of traffic control devices	~~$30.00~~	$30.00	121730	2909	Temporary Traffic Controls	
B. Type 1 One day events, minimum material delivered, no set up of traffic control by City staff. *Example* : Events on private property, small events at Baylands Park requiring close of parking area(s), etc.	~~$123.00~~	$127.00	121730	2909	Temporary Traffic Controls	
C. Type 2 City Staff closing less than two minor low traffic volume streets. *Example* : small parades, large business affairs, organized athletic events, multi-cultural fairs, etc.	~~$328.00~~	$339.00	121730	2909	Temporary Traffic Controls	
The Lakewood Parade in December is defined as a Type 2 function. This event is also limited to a fee of $100 if a representative picks up and returns the traffic control devices without the need for City forces to perform those tasks.						
D. Type 3 City staff closing less than two minor low traffic volume streets, minor sign work involved, set ups requiring staff overtime. *Example* : small parades	~~$658.00~~	$681.00	121730	2909	Temporary Traffic Controls	
E. Type 4 Requires staff to close major arterial or collector streets, staff overtime necessary, sign work and equipment needed, multiple days.	~~$649.00~~	$672.00 -				
Example : Festivals, large parades, etc.	~~$6,506.00~~	$6,734.00	121730	2909	Temporary Traffic Controls	

	~~Fiscal Year 2018/19~~	Fiscal Year 2019/20	Charge Code	Object Level 3 & 4	Title (Obj. Lvl. 3)	Title (Obj. Lvl. 4)
SECTION 8.05 STREET TREES						
A. Liquidambar Tree Removal Permit	~~$30.00~~	$30.00	219120	1372	Permit - Liquidambar Street Tree Removal	
SECTION 8.06 MUNICIPAL GOLF COURSE GREEN FEES						
Rate Per Person for the Period July 1, 2017 through and including June 30, 2018						
Weekday						
Sunnyvale - Resident (18 Holes)	~~$35.00~~	$35.00	647120	1950 - 11	S'vale Green Fees	Weekday
Sunnyvale - Non-Resident (18 holes)	~~$39.00~~	$39.00	647120	1950 - 11	S'vale Green Fees	Weekday
Sunnyvale - Senior 60+ (18 Holes)	~~$28.00~~	$28.00	647120	1950 - 11	S'vale Green Fees	Weekday
Sunnyvale - Junior (18 Holes)	~~$10.00~~	$10.00	647120	1950 - 11	S'vale Green Fees	Weekday
Sunnyvale - Morning Back 9 Holes	~~$28.00~~	$28.00	647120	1950 - 11	S'vale Green Fees	Weekday
Sunken Gardens - Resident (9 Holes)	~~$16.00~~	$16.00	647220	1963 - 11	SG Green Fees	Weekday
Sunken Gardens - Non-Resident (9 Holes)	~~$18.00~~	$18.00	647220	1963 - 11	SG Green Fees	Weekday
Sunken Gardens - Junior (9 Holes)	~~$10.00~~	$10.00	647220	1963 - 11	SG Green Fees	Weekday
Weekday Twilight/Replay						
Sunnyvale (18 Holes)	~~$28.00~~	$28.00	647120	1950 - 12	S'vale Green Fees	Weekday Twilight
Sunnyvale - Super (18 Holes)	~~$18.00~~	$18.00	647120	1950 - 19	S'vale Green Fees	Weekday Super-Twilight
Sunnyvale - Replay (18 Holes)	~~$17.00~~	$17.00	647120	1950 - 12	S'vale Green Fees	Weekday Twilight
Sunnyvale - Junior (18 Holes)	~~$10.00~~	$10.00	647120	1950 - 12	S'vale Green Fees	Weekday Twilight
Sunken Gardens Replay (9 Holes)	~~$10.00~~	$10.00	647220	1963 - 12	SG Green Fees	Weekday Twilight
Sunken Gardens - all fees paid after 3 pm are for unlimited golf						
Weekend/Holiday						
Sunnyvale - Resident (18 Holes)	~~$47.00~~	$47.00	647120	1950 - 13	S'vale Green Fees	Weekend
Sunnyvale - Non-Resident (18 holes)	~~$53.00~~	$53.00	647120	1950 - 13	S'vale Green Fees	Weekend
Sunnyvale - Junior (18 Holes)	~~$18.00~~	$18.00	647120	1950 - 13	S'vale Green Fees	Weekend
Sunnyvale - Morning Back 9 Holes	~~$30.00~~	$30.00	647120	1950 - 13	S'vale Green Fees	Weekend
Sunken Gardens - Resident (9 Holes)	~~$19.00~~	$19.00	647220	1963 - 13	SG Green Fees	Weekend
Sunken Gardens - Non-Resident (9 Holes)	~~$22.00~~	$22.00	647220	1963 - 13	SG Green Fees	Weekend
Sunken Gardens - Junior (9 Holes)	~~$10.00~~	$10.00	647220	1963 - 13	SG Green Fees	Weekend
Sunken Gardens - all fees paid after 3 pm are for unlimited golf						
Weekend/Holiday - Twilight/Replay						
Sunnyvale - Resident (18 Holes)	~~$28.00~~	$28.00	647120	1950 - 14	S'vale Green Fees	Weekend Twilight
Sunnyvale - Non-Resident (18 Holes)	~~$33.00~~	$33.00	647120	1950 - 14	S'vale Green Fees	Weekend Twilight
Sunnyvale - Super (18 Holes)	~~$23.00~~	$23.00	647120	1950 - 20	S'vale Green Fees	Weekend Super-Twilight
Sunnyvale - Replay (18 Holes)	~~$17.00~~	$17.00	647120	1950 - 14	S'vale Green Fees	Weekend Twilight
Sunnyvale - Junior (18 Holes)	~~$18.00~~	$18.00	647120	1950 - 14	S'vale Green Fees	Weekend Twilight
Sunken Gardens - Resident Replay (9 Holes)	~~$10.00~~	$10.00	647220	1963 - 14	SG Green Fees	Weekend Twilight
Sunken Gardens - Non-Resident Replay (9 Holes)	~~$12.00~~	$12.00	647220	1963 - 14	SG Green Fees	Weekend Twilight
Sunken Gardens - Junior (9 Holes)	~~$10.00~~	$10.00	647220	1963 - 14	SG Green Fees	Weekend Twilight
Sunken Gardens - all fees paid after 3 pm are for unlimited golf						

	~~Fiscal Year 2018/19~~	Fiscal Year 2019/20	Charge Code	Object Level 3 & 4	Title (Obj. Lvl. 3)	Title (Obj. Lvl. 4)
MUNICIPAL GOLF COURSE GREEN FEES (cont'd)						
School Team Play						
Sunnyvale - Sunnyvale Schools (18 Holes)	~~$600.00~~	$600.00	647120	1952	School Group Play	
Sunnyvale - Non-Sunnyvale Schools (18 Holes)	~~$700.00~~	$700.00	647120	1952	School Group Play	
Sunken Gardens (9 Holes)	~~N/A~~	N/A				
Sunnyvale Advantage Card (Residents Only)*						
Sunnyvale (18 Holes)	~~$185.00~~	$185.00	647120	1950 - 15	S'vale Green Fees	Advantage Cards
Sunken Gardens (9 Holes)	~~$110.00~~	$110.00	647220	1963 - 17	SG Green Fees	Advantage Cards
Resident Golf Discount Card (Seniors, Juniors, Disabled Only)*						
Sunnyvale (18 Holes)	~~$160.00~~	$160.00	647120	1950 - 16	S'vale Green Fees	Golf Discount Cards
Sunken Gardens (9 Holes)	~~$99.00~~	$99.00	647220	1963 - 16	SG Green Fees	Golf Discount Cards
* Starting July 1, 2016, days are M-F						
Non-Resident Monthly Card						
M-F Sunnyvale (18 Holes)	~~$219.00~~	$219.00	647120	1950	S'vale Green Fees	
M-Su Sunnyvale (18 Holes)	~~$309.00~~	$309.00	647120	1950	S'vale Green Fees	
Tournament Fee						
Sunnyvale - Cart Fee Per Person (18 Holes)	~~$15.00~~	$15.00	647120	1954 - 1	S'vale Green Fees	Tournament
Sunken Gardens - (9 Holes)	~~$1.50~~	$1.50	647220	1954 - 2	SG Green Fees	Tournament

A. Persons claiming eligibility to be charged fees as residents of the City must present evidence to the starter of such residency in the form of a valid California driver's license or valid identification card issued by the Department of Motor Vehicles of the State of California.

B. Adjustments to Green Fee Rates:
The Director of Public Works may adjust green fee amounts for marketing and promotional activities as is necessary to encourage optimum play of the municipal golf courses.

C. Dates Holiday Fee Rates Will Be In Effect:

Date Observed	Holiday
Thursday, July 4, 2019	Independence Day
Monday, September 2, 2019	Labor Day
Thursday, November 28, 2019	Thanksgiving
Friday, November 29, 2019	Day After Thanksgiving
Tuesday, December 24, 2019	Christmas Eve
Wednesday, December 25, 2019	Christmas Day
Tuesday, December 31, 2019	New Year's Eve
Wednesday, January 1, 2020	New Year's Day
Monday, January 20, 2020	Martin Luther King Day
Monday, February 17, 2020	President's Day
Monday, May 25, 2020	Memorial Day

	~~Fiscal Year 2018/19~~	Fiscal Year 2019/20	Charge Code	Object Level 3 & 4	Title (Obj. Lvl. 3)	Title (Obj. Lvl. 4)
SECTION 8.07 SHOPPING CART CONTAINMENT ORDINANCE FEES (SMC Ch. 9.30)						
A. Shopping Cart Retrieval Fee	~~$128.00~~	$132.00	121700	2910 - 2	Shopping Cart Fee	Retrieval Fee
B. Citation for failure to retrieve abandoned shopping cart(s)	~~$65.00~~	$67.50	121700	2910 - 4	Shopping Cart Fee	Fail to Retrieve Abandoned Cart
C. Containment Plan Review	~~$257.00~~	$266.00	121700	2910 - 3	Shopping Cart Fee	Containment Plan Review Fee
SECTION 8.08 PUBLIC WORKS MISCELLANEOUS						
A. Stop Notice Statutory Fee	~~$2.50~~	$2.60	799000	4100	Miscellaneous Revenues	
SECTION 8.09 COPIES OF PRINTED MATERIAL						
A. Maps, Plans and Aerials (plus postage, if mailed)						
1000' Scale City (26" x 38")	~~$8.40~~	$8.70	310230	2900 - 9	Engineering Fees	Printed Materials
Miscellaneous (24" x 36")	~~$6.10~~	$6.30	310230	2900 - 9	Engineering Fees	Printed Materials
Miscellaneous (18" x 24")	~~$5.50~~	$5.70	310230	2900 - 9	Engineering Fees	Printed Materials
Utility Block Maps (11" x 17")	~~$5.50~~	$5.70	310230	2900 - 9	Engineering Fees	Printed Materials
B. Standard Specs & Details	~~$25.00~~	$26.00	799939	2900 - 9	Engineering Fees	Printed Materials
SECTION 8.10. TRANSPORTATION DEMAND MANAGEMENT (SMC Ch. 10.60)						
A. **Administrative Data Collection Fee**						
Fee per driveway	~~$2,582.00~~	$2,672.00	119460	2914	TDM Data Collection Fee	
Late Payment on Invoice: Any property owner who fails to pay the amount due on the administrative data collection fee invoice amount within sixty (60) days of the invoice date, shall be charged a percentage per month on the amount of the invoice.	~~10%~~	10%	119460	1523	TDM Late Payment Penalty	
B. **Non-compliance penalty***						
Fee per trip penalty	~~$3,098.00~~	$3,206.00	799000	1524 - 1	TDM Non-Compliance Penalty	Per Trip
Penalty Maximum (per annum):						
Tier 1 (less than 500,000 SF)	~~$309,810.00~~	$320,653.00	799000	1524 - 2	TDM Non-Compliance Penalty	Tier 1
Tier 2 (500,000 SF to 1,000,000 SF)	~~$516,350.00~~	$534,422.00	799000	1524 - 3	TDM Non-Compliance Penalty	Tier 2
Tier 3 (greater than 1,000,000 SF)	~~$722,890.00~~	$748,191.00	799000	1524 - 4	TDM Non-Compliance Penalty	Tier 3
Late Payment on Invoice: Any property owner who fails to pay the amount due on the non-compliance penalty fee invoice amount within sixty (60) days of the invoice date, shall be charged a percentage per month on the amount of the invoice.	~~10%~~	10%	799000	1525	TDM Non-Compliance Late Payment Penalty	
Penalty Fee for failure to submit Annual Status Report: Any property owner who fails to submit the annual status report as required by the City's TDM Program guidelines, shall be charged a percentage of the amount of the annual non-compliance penalty maximum per month.	~~2%~~	2%	799000	1524 - 5	TDM Non-Compliance Penalty	Annual Status Report

	~~Fiscal Year 2018/19~~	Fiscal Year 2019/20	Charge Code	Object Level 3 & 4	Title (Obj. Lvl. 3)	Title (Obj. Lvl. 4)

SECTION 8.10. TRANSPORTATION DEMAND MANAGEMENT (cont'd)
(SMC Ch. 10.60)

Non-compliance Penalty Calculation Detail:

- Compliance determination will be based on maximum allowable AM and PM peak hour trips as identified in the conditions of approval
- Both AM and PM peak hour trips will be surveyed; the penalty is based on the highest deficiency of the two
- Reduction factors:
  - Level 0: project is compliant, penalties are not applicable
  - Level 1: Achieve a 0%-9.9% reduction - Pay full penalty ($3,000 per trip in excess of maximum allowable trips)
  - Level 2: Achieve a 10%-19.9% reduction - Pay 75 % penalty ($2,250 per trip in excess of maximum allowable trips)
  - Level 3: Achieve 20%-29.9% reduction - Pay 50% penalty ($1,500 per trip in excess of maximum allowable trips)
  - Level 4: Achieve 30% or more - Pay 25% of penalty ($750 per trip in excess of maximum allowable trips)

*The fees and penalties will be adjusted annually based on the Consumer Price Index (CPI) with the adoption of the City-wide fee schedule each fiscal year.

	~~Fiscal Year 2018/19~~	Fiscal Year 2019/20	Charge Code	Object Level 3 & 4	Title (Obj. Lvl. 3)	Title (Obj. Lvl. 4)
DEPARTMENT OF ENVIRONMENTAL SERVICES						
DEVELOPMENT RELATED FEES						
A. For Water, Sewer and Refuse User Fees, see Utility Fee Schedule Section						
B. Recycled Water Permit. This fee is assessed to any contractor or property owner who wishes to procure recycled water from the City for use at approved sites. The permit is for construction sites and other approved uses. Any recycled water permit holder must pay for any water received from the City at the recycled water rate as published in the Utility Fee Schedule Section.	~~$277.00~~	$287.00	799918	3092	Recycled Water Permit Fee	
C. WATER HYDRAULIC MODELING FEE. Fee is assessed when a owner or developer is required to conduct a fire flow analysis (fee is per model run).	~~$1,475.00~~	$1,527.00	799918	3095	Water Modeling Fee	
SECTION 9.01 STORM DRAINAGE FEES						
Collected from the owner or developer of property either (1) prior to original development or redevelopment with incremental impact of such property, or (2) in the event the uses being made of the property presently served by the storm drainage system are enlarged, added to, or further structures are constructed on the property. The storm drainage fees are based upon the lot gross acreage. Lot gross acreage includes the tributary public street area.						
A. Residential Development: Charge per gross acre	~~$7,497.00~~	$7,722.00	799921	2902	Storm Drain Fees	
Provided, however, that the minimum charge per lot shall not be less than	~~$1,548.00~~	$1,594.00	799921	2902	Storm Drain Fees	
B. Commercial, Industrial and Institutional Development: First 5 gross acres	~~$9,803.00 per gross acre~~	$10,097.00 per gross acre	799921	2902	Storm Drain Fees	
6 - 10 gross acres	~~$44,851.00+ $8,041.00 per gross acre over 5~~	$44,851.00+ $8,041.00 per gross acre over 5	799921	2902	Storm Drain Fees	
11 - 20 gross acres	~~$85,057.00+ $6,733.00 per gross acre over 10~~	$85,057.00+ $6,733.00 per gross acre over 10	799921	2902	Storm Drain Fees	
Over 20 gross acres	~~$152,387.00+ $4,486.00 per gross acre over 20~~	$152,387.00+ $4,486.00 per gross acre over 20	799921	2902	Storm Drain Fees	
Provided, however, that the minimum charge per lot shall not be less than	~~$2,261.00~~	$2,329.00	799921	2902	Storm Drain Fees	

STORM DRAINAGE FEES (cont'd)

C. Construction Credits.

Upon completion and acceptance of improvements installed in conjunction with a Subdivision Agreement or Development Permit, a construction credit, as shown in the following schedule, shall be allowed to the owner or developer of property, who at no expense to the City of Sunnyvale has installed, as required by the City, a storm drainage line of 12 inches or larger in diameter in public right-of-way or public easement and which serves property not owned by the developer.

	~~Fiscal Year 2018/19~~	Fiscal Year 2019/20	Charge Code	Object Level 3 & 4	Title (Obj. Lvl. 3)	Title (Obj. Lvl. 4)
Credit:						
12" Reinforced Concrete Pipe (Per lineal foot)	~~$42.50~~	$44.00	799921	2902	Storm Drain Fees	
15" Reinforced Concrete Pipe (Per lineal foot)	~~$50.00~~	$51.50	799921	2902	Storm Drain Fees	
18" Reinforced Concrete Pipe (Per lineal foot)	~~$58.00~~	$59.50	799921	2902	Storm Drain Fees	
21" Reinforced Concrete Pipe (Per lineal foot)	~~$65.50~~	$67.50	799921	2902	Storm Drain Fees	
24" Reinforced Concrete Pipe (Per lineal foot)	~~$80.50~~	$83.00	799921	2902	Storm Drain Fees	
27" Reinforced Concrete Pipe (Per lineal foot)	~~$90.00~~	$92.50	799921	2902	Storm Drain Fees	
30" Reinforced Concrete Pipe (Per lineal foot)	~~$100.50~~	$104.00	799921	2902	Storm Drain Fees	
33" Reinforced Concrete Pipe (Per lineal foot)	~~$108.00~~	$111.00	799921	2902	Storm Drain Fees	
36" Reinforced Concrete Pipe (Per lineal foot)	~~$116.00~~	$119.00	799921	2902	Storm Drain Fees	
Inlets (24") (Credit each)	~~$1,635.00~~	$1,684.00	799921	2902	Storm Drain Fees	
Inlets (36") (Credit each)	~~$2,115.00~~	$2,178.00	799921	2902	Storm Drain Fees	
Manholes (Credit each)	~~$2,651.00~~	$2,731.00	799921	2902	Storm Drain Fees	
Special Drainage Facilities	~~Amount Approved by City~~	Amount Approved by City	799921	2902	Storm Drain Fees	

	~~Fiscal Year 2018/19~~	Fiscal Year 2019/20	Charge Code	Object Level 3 & 4	Title (Obj. Lvl. 3)	Title (Obj. Lvl. 4)

SECTION 9.02 WATER AND SEWER CONNECTION FEES

Pursuant to Section 66001 of the Government Code, the City Council hereby determines:

(1) The purpose of the water and sewer connection charges is to assure payment by developers of their pro rata share of the escalated cost of the City's water and sanitary sewer system.

(2) The charge will be used to reimburse the City for the owner or developer's fair share of the use of the water system and sanitary sewer systems.

(3) There is a reasonable relationship between the use of the fees, the need for a water system, a wastewater treatment plant, and the types of development projects upon which the fee is imposed. All development projects create varying needs for the consumption of water which cannot be fulfilled unless the project is connected to the municipal water system to assure an adequate supply of water to each project. Plus, each project creates a need for sewage conveyance, disposal and treatment. The degree to which each project is charged is based upon factors related to the degree of potential usage, such as: type and size of projects, number of units, and calculations of the escalated cost of the City's sanitary sewer system; the current system capacity; the cost of conveyance, treatment and disposal per equivalent single-family dwelling unit; and the estimated daily discharge for each facility to be connected to the sanitary sewer system, taking into account proportionate average daily discharge of sewage, total organic carbon, sewage, suspended solids, and ammonia nitrogen. The fees or charges shall be collected from the owner or developer of property either (1) prior to approval of the original connection of the property to the water or sanitary sewer system, or a redevelopment with incremental impact, or (2) in the event the uses being made of the property presently connected to the system are enlarged, added to, or further structures are constructed on the property.

A. Water Connection Fees.

The following definitions shall be used for the purpose of determining the connection fee in this section:

(a) A residential "unit" shall mean one or more rooms used for living purposes by one family.

(b) A commercial, industrial, or institutional "unit" shall mean each one hundred (100) gallons of expected daily water demand.
commercial, industrial, or institutional purposes.

(c) "Institutional property" shall mean property used only for the erection and maintenance of church, school, hospital, or public buildings.

(d) A hotel "unit" shall mean a room in a hotel that is intended or designed for dwelling, lodging or sleeping purposes by transient occupants. Units in a hotel that contain facilities for cooking and washing dishes shall be classified as low occupancy residential units.

The connection fee to be paid for each parcel or property served through the same water lateral by the owner or developer of residential, commercial, industrial, or industrial property shall be computed as follows:

	~~Fiscal Year 2018/19~~	Fiscal Year 2019/20	Charge Code	Object Level 3 & 4	Title (Obj. Lvl. 3)	Title (Obj. Lvl. 4)
Residential Units						
Standard Occupancy Unit (with 3 or more bedrooms)	~~$6,180.00~~	$6,365.00	799918	3050	Water Connection Fees	
Low Occupancy Unit (with 1 or 2 bedrooms, 2 bedrooms and den)	~~$3,502.00~~	$3,607.00	799918	3050	Water Connection Fees	
Hotel Occupancy Unit	~~$2,060.00~~	$2,060.00	799918	3050	Water Connection Fees	
Commercial, Industrial and Institutional Units:						
Per Unit	~~$2,060.00~~	$2,122.00	799918	3050	Water Connection Fees	

	~~Fiscal Year 2018/19~~	Fiscal Year 2019/20	Charge Code	Object Level 3 & 4	Title (Obj. Lvl. 3)	Title (Obj. Lvl. 4)
WATER AND SEWER CONNECTION FEES (cont'd)						
B. Water Service Lateral Fee. The water service lateral fee to be paid by the owner or developer of property whenever it is necessary for the City to install a water service lateral from the water main to the water meter location shall be the costs of installation including the cost of labor, material, equipment, and overhead costs as determined by the City.	~~Actual Cost~~	Actual Cost	799918	3050	Water Connection Fees	
C. Water Service Abandonment Fee. The water service abandonment fee to be paid by the owner or developer whenever it is necessary for the City to abandon a water service lateral.						
2" Lateral or smaller	~~$3,393.00~~	$3,512.00	799918	3093 - 2	Development Water Fees	Abandonment Fee
4" to 8" Lateral	~~$5,995.00~~	$6,205.00	799918	3093 - 2	Development Water Fees	Abandonment Fee
Larger than 8" Lateral	~~$6,130.00~~	$6,345.00	799918	3093 - 2	Development Water Fees	Abandonment Fee
12" Lateral	~~$6,486.00~~	$6,713.00	799918	3093 - 3	Development Water Fees	Abandonment Fee
D. Water Meters.						
Installation Fee. The water meter installation fee to be paid by the owner or developer of property prior to the installation of a water meter by the City of Sunnyvale shall be computed as follows:						
Radio Read Meters						
3/4" Meter	~~$907.00~~	$939.00	799918	3054	Water Meter Sales	
1" Meter	~~$985.00~~	$1,019.00	799918	3054	Water Meter Sales	
1-1/2" Meter	~~$1,244.00~~	$1,288.00	799918	3054	Water Meter Sales	
2" Meter	~~$1,417.00~~	$1,467.00	799918	3054	Water Meter Sales	
All other meters not listed	~~Per Current Actual Cost List~~	Per Current Actual Cost List				
Fire Service 5/8" Meter for DCDA (Double Check Detector Assembly/Reduced Pressure Detector Assembly)	~~$886.00~~	$917.00	799918	3054	Water Meter Sales	
Large Meters and Vaults - the costs of installation including labor, materials, equipment and overhead as determined by the City shall be paid by the owner or developer.						

	~~Fiscal Year 2018/19~~	Fiscal Year 2019/20	Charge Code	Object Level 3 & 4	Title (Obj. Lvl. 3)	Title (Obj. Lvl. 4)
WATER AND SEWER CONNECTION FEES (cont'd)						
E. Water Main Tapping Fee. The water main tapping fee to be paid by the owner or developer of property prior to the tapping into a main by the City shall be computed as follows:						
Tap Size						
1" and 2" (Per tap)	~~$1,509.00~~	$1,562.00	799918	3093 - 1	Development Water Fees	Tapping Fee
4", 6", 8", and 10" (Per tap)	~~$2,191.00~~	$2,268.00	799918	3093 - 1	Development Water Fees	Tapping Fee
Over 10-inch size -- The costs of installation including labor, materials, equipment and overhead as determined by the City shall be paid by owner or developer.	~~Actual Cost~~	Actual Cost				
F. Cut-In Tee Fee. The cut in tee fee to be paid by the owner or developer of a property when a cut-in tee is necessary to install water services.						
4" Main	~~$6,265.00~~	$6,484.00	799918	3093 - 3	Development Water Fees	Cut-In Tee Fee
6" Main	~~$6,861.00~~	$7,101.00	799918	3093 - 3	Development Water Fees	Cut-In Tee Fee
8" Main	~~$7,395.00~~	$7,654.00	799918	3093 - 3	Development Water Fees	Cut-In Tee Fee
10" Main	~~$7,677.00~~	$7,946.00	799918	3093 - 3	Development Water Fees	Cut-In Tee Fee
12" Main	~~$8,450.00~~	$8,746.00	799918	3093 - 4	Development Water Fees	Cut-In Tee Fee
Tie-In Fee. The tie-in fee is to be paid by the owner or developer of a property when a tie-in is necessary to install or connect water services.						
6" Main	~~$10,721.00~~	$11,096.00	799918	3093 - 5	Development Water Fees	Tie-In Fee
8" Main	~~$12,044.00~~	$12,466.00	799918	3093 - 5	Development Water Fees	Tie-In Fee
10" & Larger Mains	~~Actual Cost~~	Actual Cost	799918	3093 - 5	Development Water Fees	Tie-In Fee
Water Service Inspection Fee. The fee is to be paid by the owner or developer of a property when they request an inspection of a water service.	~~$206.00~~	$213.00	799918	3093 - 6	Development Water Fees	Water Service Inspection Fee
Water Main Offset Fee. The water offset fee is to be paid by the owner or developer when the offset of a water main is required in order to provide water service.	~~Actual Cost~~	Actual Cost	799918	3093 - 7	Development Water Fees	Water Main Offset Fee

	~~Fiscal Year 2018/19~~	Fiscal Year 2019/20	Charge Code	Object Level 3 & 4	Title (Obj. Lvl. 3)	Title (Obj. Lvl. 4)
WATER AND SEWER CONNECTION FEES (cont'd)						
G. Water Main Construction Credits.						
1. Upon completion and acceptance of improvements installed in conjunction with a Subdivision Agreement or Development Permit, a construction credit per lineal foot of frontage shall be allowed to the owner or developer of property, who at no expense to the City has installed a sewer main in a subdivision boundary line street or in a street on the periphery of a subdivision which (a) will serve only one side of the street, namely, the side being developed by the installing owner or developer, or (b) will serve the property on the other side of the street which is owned by a different person.	~~$49.50~~	$51.00	799918	3050	Water Connection Fees	
2. A construction credit equal to the difference in the cost of water main pipe eight (8) inches in nominal diameter and the size of the pipe required to be installed shall be allowed to the owner or developer when such oversizing is required by the City to serve contiguous areas developed, or to be developed, by other developers.						
H. Sewer Lateral Fee. The sewer lateral fee to be paid by the owner or developer of property whenever it is necessary for the City to install a sewer lateral from main sewer to the property line shall be the costs of installation including labor, materials, equipment, and overhead as determined by the City.	~~Actual Cost~~	Actual Cost	799921	3068	Sewer Connection Fees	
I. Sewer Connection Charges. The charges, payable in advance, for sewer connections shall be as follows:						
Residential						
1. Standard Occupancy Unit (with 3 bedrooms and up)	~~$8,124.00~~	$8,408.00	799921	3068	Sewer Connection Fees	
2. Low Occupancy Unit (with 1 or 2 bedrooms, 2 bedrooms and den)	~~$5,281.00~~	$5,466.00	799921	3068	Sewer Connection Fees	
3 Hotel Occupancy Unit*	~~$4,276.00~~	$4,276.00	799921	3068	Sewer Connection Fees	
*as defined in Section 9.02A(d) of this fee schedule						

	~~Fiscal Year 2018/19~~	Fiscal Year 2019/20	Charge Code	Object Level 3 & 4	Title (Obj. Lvl. 3)	Title (Obj. Lvl. 4)
WATER AND SEWER CONNECTION FEES (cont'd)						
Commercial						
Commercial users shall pay shall pay a fee per connection calculated as follows:						
1. Standard Strength per Public Works estimated discharge (gpd) / 100	~~$4,036.00~~	$4,177.00	799921	3068	Sewer Connection Fees	
2. Low Strength per Public Works estimated discharge (gpd) / 100	~~$3,732.00~~	$3,863.00	799921	3068	Sewer Connection Fees	
3. High Strength per Public Works estimated discharge (gpd) / 100	~~$5,876.00~~	$6,082.00	799921	3068	Sewer Connection Fees	
4. Minimum Charge per unit	~~$5,281.00~~	$5,466.00	799921	3068	Sewer Connection Fees	
All significant industrial users pay based on the following characteristics of the waste collected:						
1. For each gallon of average daily discharge of sewage plus:	~~$29.00~~	$30.00	799921	3068	Sewer Connection Fees	
2. For each thousand pounds per year of discharge of "total organic carbon," plus	~~$15,127.00~~	$15,656.00	799921	3068	Sewer Connection Fees	
3. For each thousand pounds per year of discharge of "suspended solids," plus	~~$4,298.00~~	$4,448.00	799921	3068	Sewer Connection Fees	
4. For each thousand pounds per year of discharge of "ammonia nitrogen."	~~$35,385.00~~	$36,623.00	799921	3068	Sewer Connection Fees	
J. Sewer Main Construction Credits						
1. Upon completion and acceptance of improvements installed in conjunction with a Subdivision Agreement or Development Permit, a construction credit per lineal foot of frontage shall be allowed to the owner or developer of property, who at no expense to the City has installed a sewer main in a subdivision boundary line street or in a street on the periphery of a subdivision which (a) will serve only one side of the street, namely, the side being developed by the installing owner or developer, or (b) will serve the property on the other side of the street which is owned by a different person.	$39.00	$40.00	799921	3068	Sewer Connection Fees	
2. A construction credit equal to the difference in the cost of sewer main pipe (8) inches in diameter for residential use or (10) inches in diameter from commercial/industrial/institutional uses and the size of the pipe required to be installed shall be allowed to the owner or developer when such oversizing is required by the City to serve contiguous areas developed, or to be developed, by other developers.						

	~~Fiscal Year 2018/19~~	Fiscal Year 2019/20	Charge Code	Object Level 3 & 4	Title (Obj. Lvl. 3)	Title (Obj. Lvl. 4)
SECTION 9.03 CROSS-CONNECTION CONTROL						
A. Backflow Testing Permit. This is an annual fee assessed to qualified contractors who wish to conduct backflow testing in the City.	~~$201.00~~	$208.00	799918	3094 - 1	Cross-Connection Control	Permit
B. Backflow Tag - to be attached to a backflow upon passing inspection.	~~$12.00~~	$12.00	799918	3094 - 2	Cross-Connection Control	Tag
C. Backflow Field Inspection. This fee is assessed when a field inspection is required by City staff in accordance with the Cross Connection Control Program Policies and Regulations. The Permit expires after 180-days from issuance.	~~$328.00~~	$339.00	799918	3094 - 3	Cross-Connection Control	Field Inspection
D. Backflow Fire Service Field Inspection. This fee is assessed when a field inspection is required on fire lines by City staff in accordance with the Cross Connection Control Program Policies & Regs. The fee includes the costs for a required City approved 5/8" meter and electronic remote transmitter. The Permit expires after 180-days from issuance.	~~$640.00~~	$662.00	799918	3094 - 4	Cross-Connection Control	Fire Field Inspection

	~~Fiscal Year 2018/19~~	Fiscal Year 2019/20	Charge Code	Object Level 3 & 4	Title (Obj. Lvl. 3)	Title (Obj. Lvl. 4)

SECTION 9.04 FIRE HYDRANTS

The following definitions shall apply to this section:

(1) Hydrant service area shall be defined as the area that a hydrant will serve the normal fire protection needs as determined by the City, taking into account the street pattern, type of development, size of water service mains, and all other factors bearing on plans for fire prevention and suppression.

(2) Frontage shall be defined as (a) that side of the lot on which the water service is installed to serve the lot for one-family or two-family residential corner lots, (b) the frontage measured along all public rights-of-way of the parcel being developed or improved for commercial, institutional, industrial, or multiple family property.

(3) Development or "Improvement" shall be deemed to occur when a Building Permit, Development Permit or Subdivision Agreement is required, except when the additional floor space is less than one additional residential unit or less than 1,000 square feet of additional gross floor area. In the case of developments other than residential, "development" or "improvement" shall also be deemed to occur whenever a parcel of property is redeveloped under a different zoning classification.

A. FIRE HYDRANT SERVICE. The following fees shall be collected from the owner or developer of property at the time of the development or improvement of original property or additional development or improvement of the property; provided, however, such fees will be payable only for the hydrant service area of a hydrant previously installed or to be installed at no other direct expense to the owner or developer.

Type of Property Per front foot for each side of the street						
Industrial, Commercial Institutional, Multiple Family and all others except 1-2 family	$12.10	$12.50	799918	3052 - 1	Water Hydrant Fees	Service
1-2 Family Properties	$7.90	$8.10	799918	3052 - 1	Water Hydrant Fees	Service

B. CONSTRUCTION CREDITS. The following construction credits shall be allowed to the owner or developer of property for fire hydrant(s) installed at owner/developer's expense within a public right-of-way in conformity with City standards, and who has relinquished the fire hydrant(s) to the City, provided that such credits shall apply only for that frontage distance in the hydrant service area where the hydrant(s) serve undeveloped properties, or properties under a separate ownership:

Credits Per front foot for each side of the street						
Industrial, Commercial Institutional, Multiple Family and all others except 1-2 family	$9.90	$10.20	799918	3093 - 1	Development Water Fees	Tapping Fee
1-2 Family Properties	$6.50	$6.70	799918	3093 - 1	Development Water Fees	Tapping Fee
C. FIRE FLOW TESTING FEE. This fee will be assessed when a private party requests a fire flow test.	$951.00	$984.00	799918	3093 - 4	Development Water Fees	Fire Flow Testing Fee

	~~Fiscal Year 2018/19~~	Fiscal Year 2019/20	Charge Code	Object Level 3 & 4	Title (Obj. Lvl. 3)	Title (Obj. Lvl. 4)
SECTION 9.05 CONSTRUCTION HYDRANT METERS						
A. WITHDRAWAL PERMIT FEE. An annual nonrefundable permit fee is established as as the charge for a permit to withdraw water from any fire hydrant in the City when a a permit is issued. The permit fee covers a 12-month period, and after that period the hydrant meter device shall be recertified. After the new withdrawal permit fee, water usage fees, and service charges are paid in full a new device will be issued for use. Failure to recertify and pay all fees shall result in the termination of water service per the Municipal Code Chapter 12.50.	$323.00	$334.00	799918	3052 - 2	Water Hydrant Fees	Permit
CONSTRUCTION HYDRANT METERS (cont'd)						
B. Hydrant Meter Deposit. The amount of the deposit for the hydrant meter is required to cover the costs of damages or loss of the device.	~~$2,991.00~~	$3,096.00	799918		Deposits and Passthroughs	
The cost for any consumption as measured by the meter shall be charged using the commercial rate block per the Utility Fee Schedule.						
C. Water Use Deposit. This deposit amount is for water consumption use.	~~$1,500.00~~	$1,500.00	799918		Deposits and Passthroughs	
12.28.290 Tampering with the hydrant meter backflow device is strictly prohibited.						
D. Water Meter Service Charge (per month). This is based on the commercial rate for a 3" meter.	~~$338.00~~	$338.00	799918	3055	Water Meter Use Fees	
E. Hydrant Meter Unreported Consumption Late Fee (monthly) RTC 16-0662 The monthly fee shall be imposed on any person taking water through a hydrant meter who fails to report their water consumption by the tenth day of the month.	~~$250.00~~	$250.00	799918	3052 - 3	Water Hydrant Fees	Unreported Consumption
SECTION 9.06 GROUNDWATER TO SEWER DISCHARGE						
A. Annual Discharge Permit						
Per gallons discharged:						
Up to 10,000 gallons	~~$1,124.00~~	$1,131.00	799921	1367	Permit - Waste Discharge	
Up to 50,000 gallons	~~$1,348.00~~	$1,384.00	799921	1367	Permit - Waste Discharge	
Up to 100,000 gallons	~~$1,629.00~~	$1,701.00	799921	1367	Permit - Waste Discharge	
Up to 200,000 gallons	~~$2,090.00~~	$2,335.00	799921	1367	Permit - Waste Discharge	
Up to 300,000 gallons	~~$2,752.00~~	$2,969.00	799921	1367	Permit - Waste Discharge	
Up to 400,000 gallons	~~$3,313.00~~	$3,602.00	799921	1367	Permit - Waste Discharge	
Up to 500,000 gallons	~~$3,875.00~~	$4,236.00	799921	1367	Permit - Waste Discharge	
More than 500,000 gallons	~~Calculated to Actual Volume~~	Calculated to Actual Volume	799921	1367	Permit - Waste Discharge	
B. One-Time Discharge Permit						
Per gallons discharged:						
Up to 10,000 gallons	~~$618.00~~	$730.00	799921	1367	Permit - Waste Discharge	
Up to 50,000 gallons	~~$843.00~~	$983.00	799921	1367	Permit - Waste Discharge	
Up to 100,000 gallons	~~$1,123.00~~	$1,300.00	799921	1367	Permit - Waste Discharge	
Up to 200,000 gallons	~~$1,685.00~~	$1,934.00	799921	1367	Permit - Waste Discharge	
Up to 300,000 gallons	~~$2,246.00~~	$2,567.00	799921	1367	Permit - Waste Discharge	
Up to 400,000 gallons	~~$2,808.00~~	$3,201.00	799921	1367	Permit - Waste Discharge	
Up to 500,000 gallons	~~$3,369.00~~	$3,835.00	799921	1367	Permit - Waste Discharge	
More than 500,000 gallons	~~Calculated to Actual Volume~~	Calculated to Actual Volume	799921	1367	Permit - Waste Discharge	

	~~Fiscal Year 2018/19~~	Fiscal Year 2019/20	Charge Code	Object Level 3 & 4	Title (Obj. Lvl. 3)	Title (Obj. Lvl. 4)
SECTION 9.07 SOLID WASTE ENFORCEMENT FEES						
A. Collection and Disposal Fee for Impounded Receptacles	$954.00	$1,029.00	799924	1519	Solid Waste Code Violation	
B. Third-party costs	Actual Costs	Actual Costs	799924	1519	Solid Waste Code Violation	
C. Administrative Fee	15% of Total Enforcement Costs	15% of Total Enforcement Costs	799924	1519	Solid Waste Code Violation	
D. Regulatory Compliance Costs and/or fines incurred by the City for regulatory requirements, violations or special disposal costs incurred due to quantity or characteristics of receptacle contents.	Actual Cost	Actual Cost	799924	1519	Solid Waste Code Violation	
SECTION 9.08 DELINQUENCY PROCESSING FEES AND TURNING ON AND RESTORING WATER SERVICE FEES						
A. Initializing water service for new accounts between 8:00 a.m. and 4:00 p.m., Monday through Friday, one day notice required.	~~No Charge~~	No Charge				
B. Administrative fee for processing delinquent accounts which qualify for shut-off.	~~$50.00~~	$50.00	799918	3058	Water Turn On Fees	
C. Restoring water service once all unpaid amounts of delinquent accounts have been paid, between 8:00 a.m. and 4:00 p.m., Monday through Friday, if necessary.	~~$50.00~~	$50.00	799918	3058	Water Turn On Fees	
D. Restoring water service once all unpaid amounts of delinquent accounts have been paid, between 4:00 p.m. and 8:00 a.m., Monday through Friday, Saturdays, Sundays, and holidays.	~~$90.00~~	$95.00	799918	3058	Water Turn On Fees	
E. Turning on water service for new accounts between 8:00 a.m. and 4:00 p.m., Monday through Friday (same day service).	~~$45.00~~	$50.00	799918	3058	Water Turn On Fees	
F. Turning on water service for new accounts between 4:00 p.m. and 8:00 a.m., Monday through Friday, Saturdays, Sundays, and holidays.	~~$95.00~~	$95.00	799918	3058	Water Turn On Fees	

		~~Fiscal Year 2018/19~~	Fiscal Year 2019/20	Charge Code	Object Level 3 & 4	Title (Obj. Lvl. 3)	Title (Obj. Lvl. 4)
SECTION 9.09	**ADMINISTRATIVE CITATION FINE SCHEDULE FOR SEWER USE VIOLATIONS**						
A.	Wastewater Discharge without Wastewater Discharge Permit						
12.12.180	IU unaware of requirement; harm to POTW/environment	~~$100.00~~	$100.00	799921	1520	Wastewater Code Violation	
12.12.180	IU aware of requirement; no harm to POTW/environment	~~$500.00~~	$500.00	799921	1520	Wastewater Code Violation	
12.12.180	IU aware of requirement; harm to POTW/environment	~~$1,000.00~~	$1,000.00	799921	1520	Wastewater Code Violation	
B.	Wastewater Discharge Permit Application Required						
12.12.160	Continued failure to submit wastewater discharge permit application 45 days after notice	~~$500.00~~	$500.00	799921	1520	Wastewater Code Violation	
C.	Effluent Limitations or General Discharge Prohibitions						
12.12.120	Severe Violation of Limitations or Prohibitions	~~$250.00~~	$250.00	799921	1520	Wastewater Code Violation	
12.12.014	Recurring Violation of Limitations or Prohibitions	~~$500.00~~	$500.00	799921	1520	Wastewater Code Violation	
12.12.020 12.12.025 12.12.050 12.18.060	Discharge causes damage to the collection system or city property, or causes pass through or interference at the wastewater treatment plant, or causes the plant to violate its' NPDES Permit discharge limits.	~~$1,000.00 or actual cost recovery~~	$1,000.00 or actual cost recovery	799921	1520	Wastewater Code Violation	
D.	Notification of Noncompliance						
12.18.030	Failure to provide a written response as required by an enforcement action.	~~$200.00~~	$200.00	799921	1520	Wastewater Code Violation	
12.12.190	Failure to notify of changed conditions for discharge, impact to POTW present	~~$500.00~~	$500.00	799921	1520	Wastewater Code Violation	
12.12.300	Failure to immediately report any slug load, spill, or discharge that could cause interference or pass-through.	~~$250.00~~	$250.00	799921	1520	Wastewater Code Violation	
E.	Reporting Requirements						
12.12.150	Failure to submit any required report (more than 45 days)	~~$500.00~~	$500.00	799921	1520	Wastewater Code Violation	
12.12.310	Falsification of required report in lieu of compliance	~~$500.00~~	$500.00	799921	1520	Wastewater Code Violation	
F.	Monitoring						
12.12.200 12.12.240 or 12.12.254	Failure to conduct self-monitoring as required in permit.	~~$200.00~~	$200.00	799921	1520	Wastewater Code Violation	
G.	Best Management Practices						
12.12.278	Failure to implement required Best Management Practices	~~$200.00~~	$200.00	799921	1520	Wastewater Code Violation	

		~~Fiscal Year 2018/19~~	Fiscal Year 2019/20	Charge Code	Object Level 3 & 4	Title (Obj. Lvl. 3)	Title (Obj. Lvl. 4)
ADMINISTRATIVE CITATION FINE SCHEDULE FOR SEWER USE VIOLATIONS (cont'd)							
H.	Pre-Treatment Facilities and Monitoring Equipment						
12.12.012	Failure to install required pretreatment equipment	~~$500.00~~	$500.00	799921	1520	Wastewater Code Violation	
12.12.026	Failure to maintain required pretreatment equipment	~~$250.00~~	$250.00	799921	1520	Wastewater Code Violation	
12.12.030	Failure to install monitoring equipment	~~$500.00~~	$500.00	799921	1520	Wastewater Code Violation	
12.12.200	Failure to maintain monitoring equipment	~~$250.00~~	$250.00	799921	1520	Wastewater Code Violation	
12.12.250	Failure to meet, within ninety days of the scheduled date, a compliance schedule milestone contained in an individual wastewater discharge permit or enforcement order for starting construction, completing construction, or attaining final compliance	~~$500.00~~	$500.00	799921	1520	Wastewater Code Violation	
I.	Protection from Accidental and Slug Discharges						
12.12.290	Failure to provide protection from accidental discharge of prohibited materials or other wastes.	~~$500.00~~	$500.00	799921	1520	Wastewater Code Violation	
12.12.290	Failure to provide protection from accidental discharge of prohibited materials or other wastes, harm to POTW or environment.	~~$1,000.00~~	$1,000.00	799921	1520	Wastewater Code Violation	
J.	Denial of Access						
12.12.260	Entry denied or consent withdrawn, copies of records denied	~~$250.00~~	$250.00	799921	1520	Wastewater Code Violation	
K.	Prohibition of use of Dilution Waters						
12.12.060	Use of diluting waters as a partial or complete substitute for adequate treatment.	~~$500.00~~	$500.00	799921	1520	Wastewater Code Violation	
SECTION 9.10	**ADMINISTRATIVE CITATION FINE SCHEDULE FOR STORMWATER MANAGEMENT VIOLATIONS**						
A.	Discharge Prohibited						
12.60.070 (a) and (b)	Failure to prohibit discharge to the storm drain, resulting in discharge to the storm drain system.	~~$500 or actual cost recovery~~	$500 or actual cost recovery	799921	1520	Wastewater Code Violation	
B.	Best Management Practices						
12.60.230	Failure to implement minimum best management practices	~~$250.00~~	$250.00	799921	1520	Wastewater Code Violation	
	Negligent gross failure to implement BMPs;	~~$500.00~~	$500.00	799921	1520	Wastewater Code Violation	
C.	Maintenance of Stormwater Treatment Facilities						
12.60.260	Failure to maintain installed stormwater treatment facilities, hydromodification management facilities and/or source control best management practices on the owner's property.	~~$250.00~~	$250.00	799921	1520	Wastewater Code Violation	
SECTION 9.11	**ADMINISTRATIVE CITATION FINE SCHEDULE FOR WATER**						
A.	Cross-Connection Control & Backflow Code Violations						
12.28.290	First Violation	~~$100.00~~	$100.00	799918	1521 - 1	Water Code Violation	Cross-Connection & Backflow
	Second Violation within 12 months of most recent citation date.	~~$200.00~~	$200.00	799918	1521 - 1	Water Code Violation	Cross-Connection & Backflow
	Third Violation within 12 months of most recent citation date.	~~$500.00~~	$500.00	799918	1521 - 1	Water Code Violation	Cross-Connection & Backflow

	~~Fiscal Year 2018/19~~	Fiscal Year 2019/20	Charge Code	Object Level 3 & 4	Title (Obj. Lvl. 3)	Title (Obj. Lvl. 4)
SECTION 9.12 ADMINISTRATIVE FINES FOR VIOLATION OF DROUGHT RESTRICTIONS (Expired April 30, 2016)						
Drought Restriction Violation Fines (12.34.020)						
First Violation: Written Warning	~~No Fine~~	No Fine				
Second Violation: Written Warning	~~No Fine~~	No Fine				
Third Violation	~~No Fine~~	No Fine	799918	1521 - 2	Water Code Violation	Drought Restriction
Fourth and Subsequent Violations	~~No Fine~~	No Fine	799918	1521 - 2	Water Code Violation	Drought Restriction
SECTION 9.13 SMaRT STATION PUBLIC HAUL GATE RATES						
The Director of Environmental Services is authorized to administratively establish SMaRT Station Public Haul Gate Rates for materials not otherwise specified in this document. Schedules shall be established based upon market conditions and City Council adopted policies to ensure fairness and accessibility while attaining fiscal self-sufficiency. Schedules shall be published and available to the public.						
SECTION 9.14 WATER THEFT PENALTY						
Water Theft Fine (RTC 16-0662)						
12.24.115 Theft of potable or recycled water from the City. This penalty shall be imposed for any unlawful use of City potable or recycled water per municipal code.	~~$1,000.00~~	$1,000.00	799918	1522	Water Theft Fine	

CITY OF SUNNYVALE
FISCAL YEAR 2019/20
UTILITY FEE SCHEDULE

	Charge Code	Object Level 3	Title (Obj. Lvl. 3)
Section 1.01 - Water Service Fees	799918	3055	Water Meter Use Fees

Service Charges: The service charges for each customer class who are billed monthly and bi-monthly shall be based on meter size. In mobile home developments where dwelling units [illegible] individual meters, and not by a master meter, the single family residential water service rate shall apply.

Meter Size	Single Family		Multi Family/Commercial		Mobile Home Park		Landscape				Fire Line	
	Monthly	Bi-monthly	Monthly	Bi-monthly	Monthly	Bi-monthly	Monthly	[illegible]	[illegible]	Bi-monthly	Monthly	Bi-monthly
5/8" x 3/4"	$14.05	$28.10	$23.55	$47.10								
3/4"	$19.81	$39.62	$34.04	$68.08				[illegible]				
1"	$31.31	$62.62	$55.02	$110.04				$155.72			$3.59	$7.18
1-1/2"	$60.06	$120.12	$107.47	$214.94			[illegible]	$306.36	$53.16	$106.32	$4.62	$9.24
2"	$94.55	$189.10	$170.44	[illegible]			$243.54	$487.08	$85.07	$170.14	$5.87	$11.74
3"			$338.30			[illegible]	$484.54	$969.08	$170.14	$340.28	$9.80	$19.60
4"			[illegible]			$1,054.34	$755.63	$1,511.26	$265.84	$531.68	$17.02	$34.04
6"					[illegible]	$2,103.54	$1,508.72	$3,017.44	$531.70	$1,063.40	$35.64	$71.28
8"				[illegible]	$1,681.31	$3,362.62	$2,412.43	$4,824.86	$850.71	$1,701.42	$60.46	$120.92
10"				$8,818.54	$4,409.27	$8,818.54			$2,233.11	$4,466.22	$93.53	$187.06

Subject to FY 2019/20 Utility Fees Hearing on 06/25/2019

Section 1.02 - Water Within City Limits	799918	3056	Water Sales - Metered

Water sold to consumers within the corporate limits of the City of Sunnyvale shall be sold at the rates specified. All users shall pay a water charge for each one-hundred cubic feet (equal to 748 gallons), or part thereof, of water as follows. In residential developments where two (2) or more dwelling units are served by a common meter, the upper limit (in cubic feet) of each rate block shall be multiplied by the dwelling units served by the common meter in calculating the rates to be applied to water usage monitored by the common meter. In such case, the lower limit of each rate block shall be one (1) cubic foot over the upper limit of the next lower rate block.

Single Family Residential/Mobile Home	Tiered Rate Thresholds (CCF)		Volume Rates by Tier (per CCF)	
	Tier 1	Tier 2	Tier 1	Tier 2
Monthly	0-5	6 +	$4.39	$5.36
Bi-monthly	0-10	11 +	$4.39	$5.36

All Other Customer Classes	Rate/CCF
Multi- Family Residential	$4.85
Commercial	$4.85
Landscape	$4.85
Institutional	$4.85
Recycled Water	
Landscape	$4.37
Institutional	$4.37

Section 1.03 - Water Outside the City Limits	799918	3056	Water Sales - Metered

The charges for all water, except reclaimed water, delivered through water meters to consumers outside the corporate limits of the City shall be equal to the charges set forth in Sections 1.01 and 1.02.

Section 1.04 - Tampering with Equipment Prohibited	799918	4102	Damage to City Property

No person or persons shall, without a written permit from the city, open or in any way tamper with or make any addition or alteration whatever to any street main, service connection, meter, stopcock, valve or aircock connected with the water mains. A charge for associated costs of labor, materials for repair or replacement, as the case may be, plus a 15% administrative charge may be included with the water service bill and collected under the same rules and regulations.

CITY OF SUNNYVALE
FISCAL YEAR 2019/20
UTILITY FEE SCHEDULE

	Charge Code	Object Level 3	Title (Obj. Lvl. 3)
Section 1.05 - Residential Wastewater Fees	799921	3066	wer Fees

The monthly rate for wastewater service for residential users shall be the following charge for each dwelling unit.

Customer Class	Monthly	Bi-monthly
Single Family	$51.33	$102.66
All other residential	$35.54	$71.08

Subject to FY 2019/20 Utility Fees Hearing on 06/25/2019

Section 1.06 - Commercial Wastew	799921	3066	City Sewer Fees

The monthly rate fo user shall be the following charge bic feet or fraction thereof of sanitary sewage and om the premises.

Customer Class	Per 100 cubic feet
Low Strength	$4.93
Standard Strength	$5.45
High Strength	$9.42

Section 1.07 - Significant Industrial User Sewer Charges*	799921	3066	City Sewer Fees

The monthly rate for wastewater service for all significant industrial users for each one hundred (100) cubic feet or fraction thereof, of sanitary sewage and waste discharge from the premises shall be the annual total flow in hundred cubic feet divided into the sum of the following:

Wastewater Characteristics	
Per 1,000,000 gallons of sewage discharged	$5,126.69
Per 1,000 pounds of suspended solids discharged	$1,847.56
Per 1,000 pounds of total organic carbon discharged	$2,433.35
Per 1,000 pounds of ammonia nitrogen discharged	$7,318.31

Section 1.08 - Wastewater Outside the City Limits	799921	3066	City Sewer Fees

The charges for all wastewater services provided to consumers outside the corporate limits of the City shall be equal to the charges set forth in Sections 1.04, 1.05 and 1.06.

* Minimum charge per 100 cubic feet for charges calculated in Section 1.07 is equivalent to the Standard Strength rate in Section 1.06

CITY OF SUNNYVALE
FISCAL YEAR 2019/20
UTILITY FEE SCHEDULE

	Charge Code	Object Level 3	Title (Obj. Lvl. 3)
Section 1.09 Collection and Disposal Within the City Limits	799924	3061	Refuse Service Fees

Single Family Residential Split Cart Service Rates

Monthly rate for each living unit for one day a week curbside collection service. Single-family rates apply to one to three units. Split carts have two compartments; one for garbage and the ot[illegible]od scraps. Rates are based on garbage capacity only. One no-charge exchange per calendar year. Single-family rear yard collection service available for qualifying disabled customers only. Limit of one cart for e[illegible]ded by franchise holder. Single-family rates include recycling, food scraps and yard waste services.

Cart Size	Single Family		Mobile Home	
	Monthly	Bi-monthly	Monthly	Bi-monthly
Minimum Charge per Unit	$37.36	$74.72	$30.12	$60.24
Small Cart	$37.36	$74.72	$30.12	$60.24
Medium Cart	$41.47	$82.94	$34.23	$68.[illegible]
Large Cart	$46.67	$93.34	$39.44	

Extra Garbage Tag	$ 6.00 (all customer classes)
Cart Exchange Fee	$ 20.00 (all customer [illegible]

Subject to FY 2019/20 Utility Fees Hearing on 06/25/2019

Multi Family Residential Cart Service Rates 799924 3061 Refuse Service Fees

Monthly rate for each living unit for one day a week curbsi[illegible]ce. Multi-family Rates apply to 4 units or more. One no-charge cart exchange per calendar year. Limit of one cart for each living unit provided by franchise holder. Fees include multi-family recycling and yard waste s[illegible] Multi-family dwellings with cart service must pay the minimum charge for each dwelling unit.

Cart Size	Curbside		Rear Yard	
	Monthly	Bi-monthly	Monthly	Bi-monthly
Minimum Charge per Unit	$49.84	$99.68	$64.35	$128.70
65-gallon cart or medium split cart	$49.84	$99.68	$64.35	$128.70
95-gallon cart or large split cart	$57.80	$115.60	$72.31	$144.62

CITY OF SUNNYVALE
FISCAL YEAR 2019/20
UTILITY FEE SCHEDULE

	Charge Code	Object Level 3	Title (Obj. Lvl. 3)
Commercial Cart Service Rates	799924	3061	Refuse Service Fees

Monthly rate for collection services. Carts provided by franchise holder. Two cart limit.

Cart Size	1x/week		2x/week		3x/week		4x/week		5x/week	
	First Cart	Add'l Cart	First Cart	Add'l Cart	First Cart	Add'l Cart	First Cart	Add'l Cart	First Cart	Add'l Cart
Minimum Charge per Unit	$40.01									
35-gallon cart	$40.01	$17.39	$62.49	$28.02	$84.96	$38.65	$107.44	$49.28	$129.91	$59.90
65-gallon cart	$47.97	$25.36	$78.41	$43.94	$108.85	$62.53	$139.28	$81.12	$169.72	$99.71
95-gallon cart	$55.93	$33.32	$94.33	$59.87	$132.73	$86.42	$171.13	$112.97	$209.53	$139.52
Commercial Cart Deposit	$50.00									

Commercial Split Cart Service Rates	799924	3061	Refuse Service Fees

Split cart rates become effective with implementation of a commercial food scraps collection program. Split carts have two compartments; one side for garbage/refuse and the other side for food s[illegible]ction services. Carts provided by franchise holder. Two cart limit.

Cart Size	1x/week	
	First Cart	Add'l Cart
Minimum Charge per Unit	$37.36	
Small Cart	$37.36	$14.74
Medium Cart	$41.47	$18.85
Large Cart	$46.67	$24.06
Commercial Cart Deposit	$50.00	

Subject to FY 2019/20 Utility Fees Hearing on 06/25/2019

Commercial and Multi-Family Food Scraps Cart Service Rates	799924	3061	Refuse Service Fees

Monthly rate for collection services. Carts provided by franchise ho[illegible]o cart limit. Weight limits apply and are based on the size of the container. Customers must meet market-based quantity and quality standards to qualify for service.

Cart Size	1x/week		2x/week		3x/week		4x/week		5x/week	
	First Cart	Add'l Cart	First Cart	Add'l Cart	First Cart	Add'l Cart	First Cart	Add'l Cart	First Cart	Add'l Cart
Minimum Charge per Unit	$40.01									
35-Gallon Cart	$40.01	$17.39	$62.49	$28.02	$84.96	$38.65	$107.44	$49.28	$129.91	$59.90
65-Gallon Cart	$47.97	$25.36	$78.41	$43.94	$108.85	$62.53	$139.28	$81.12	$169.72	$99.71
Commercial Cart Deposit	$50.00									

CITY OF SUNNYVALE
FISCAL YEAR 2019/20
UTILITY FEE SCHEDULE

Charge Code	Object Level 3	Title (Obj. Lvl. 3)
799924	3061	Refuse Service Fees

Commercial/Multi-Family Bin Service Rates

Monthly rate for customer or company provided containers. One no charge bin cleaning/repaint per calendar year for company provided containers upon request. Lock service fees monthly in addition to collection charges. 1, 2, 3, 4, and 6 cubic yard containers are available for either refuse or source separated clean green waste. 15, 20, 30 and 40-cubic yard on-call containers are available for general debris, source-separated clean wood, and clean green waste.

Bin Size	Monthly Rental	1x/week	2x/week	3x/week	4x/week	5x/week		
1 Cubic Yard	$16.58	$156.21	$312.43	$468.64	$624.9[illegible]			$148.12
1.5 Cubic Yard	N/A	$219.93	$439.85	$659.78			[illegible],319.55	$161.55
2 Cubic Yard	$17.61	$283.64	$567.28	$[illegible]		[illegible].19	$1,701.83	$174.99
3 Cubic Yard	$18.31	$411.06	$822.1[illegible]			$2,055.31	$2,466.37	$201.86
4 Cubic Yard	$19.45	$538.49			[illegible],153.95	$2,692.43	$3,230.92	$228.73
6 Cubic Yard	$21.21	$70[illegible]		[illegible]4	$3,165.12	$3,956.40	$4,747.68	$282.46
8 Cubic Yard	$27.86			N/A	N/A	N/A	N/A	$430.64
Credit for 8 Cubic Yard Bin containing only clean asphalt								$92.44
15 Cubic Yard			$4,882.80	$7,324.20	$9,765.61	$12,207.01	N/A	$563.40
20 Cubic Yard		[illegible]947.90	$6,095.80	$9,143.69	$12,191.59	$15,239.49	N/A	$703.37
30 Cubic Yard		$4,260.89	$8,521.78	$12,782.67	$17,043.56	$21,304.45	N/A	$983.29
40 Cubic Yard	[illegible]50.37	$5,523.85	$11,047.69	$16,571.54	$22,095.38	$27,619.23	N/A	$1,274.74
Lock Service Fees		$4.39	$8.78	$13.17	$17.56	$21.95	$26.34	
Lock Installation Fee (One-time charge per bin)		$92.45						

Subject to FY 2019/20 Utility Fees Hearing on 06/25/2019

CITY OF SUNNYVALE
FISCAL YEAR 2019/20
UTILITY FEE SCHEDULE

	Charge Code	Object Level 3	Title (Obj. Lvl. 3)
Commercial Food Scraps Bin Service Rates	799924	3061	Refuse Service Fees

Monthly rate for customer or company provided containers. One no charge bin cleaning/repaint per calendar year for company provided containers upon request. Lock service fees monthly in addition to collection charges.

Bin Size	Monthly Rental	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week	
1 Cubic Yard	$16.58	$156.21	$312.43	$468.64	$624.85	$781.0[illegible]		
2 Cubic Yard	$17.61	$283.64	$567.28	$850.91	$1,134.55			$174.99
3 Cubic Yard	$18.31	$411.06	$822.12	$1,233.19	$1,[illegible]		[illegible]57	$201.86
Lock Service Fees		$4.39	$8.78	$13.17			$26.34	
Lock Installation Fee (One-time charge per bin)		$92.45						

Subject to FY 2019/20 Utility Fees Hearing on 06/25/2019

Push Out Service Fees	799924	3061	Refuse Service Fees

Monthly rate for collection services requiring container push out of distan[illegible] [illegible]st be smooth and level (slope ≤ 2%).

Bin Size	[illegible]	[illegible]	3x/week	4x/week	5x/week	6x/week
35-Gallon Small Food Scrap Cart	$11.03	$22.07	$33.10	$44.13	$55.17	$66.20
65-Gallon Medium Food Scrap Cart	$11.03	$22.07	$33.10	$44.13	$55.17	$66.20
1 Cubic Yard	$12.07	$24.14	$36.22	$48.29	$60.36	$72.43
1.5 Cubic Yard	$12.07	$24.14	$36.22	$48.29	$60.36	$72.43
2 Cubic Yard	$12.07	$24.14	$36.22	$48.29	$60.36	$72.43
3 Cubic Yard	$19.31	$38.63	$57.94	$77.26	$96.57	$115.89

CITY OF SUNNYVALE
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UTILITY FEE SCHEDULE

Charge Code	Object Level 3	Title (Obj. Lvl. 3)
799924	3061	Refuse Service Fees

Compacted Garbage Service Fees

Monthly rates for collection services. Rates for unlisted sizes shall be calculated based on the cost of providing service.

Compactor Size	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week	On-call
1.5 Cubic Yard	$263.43	$526.86	$790.30	$1,053.73	$1,317.16	$1,580.59	[illegible]
2 Cubic Yard	$341.65	$683.29	$1,024.94	$1,366.58	$1,708.23	$2,049.88	[illegible]
2.5 Cubic Yard	N/A	$835.61	$1,253.41	N/A	N/A	[illegible]	[illegible]
3 Cubic Yard	$498.07	$996.15	$1,494.22	$1,992.30	[illegible]	[illegible]	[illegible]
4 Cubic Yard	$654.30	$1,309.01	$1,963.51	$2,618.01	[illegible]	[illegible]	[illegible]
6 Cubic Yard	$965.30	$1,930.61	$2,895.91	[illegible]	[illegible]	[illegible]	$382.56
7 Cubic Yard	$2,049.71	$4,099.42	$6,149.13	[illegible]	[illegible]	$12,298.25	$473.02
10 Cubic Yard	$2,661.62	$5,323.24	[illegible]	[illegible]	[illegible]	$15,969.73	$614.24
15 Cubic Yard	$3,681.48	[illegible]	[illegible]	[illegible]	$18,407.38	$22,088.86	$849.60
16 Cubic Yard	$3,885.45	[illegible]	[illegible]	[illegible]	$19,427.23	$23,312.68	$896.67
18 Cubic Yard	[illegible]	[illegible]	[illegible]	N/A	N/A	N/A	$990.81
20 Cubic Yard	[illegible]	[illegible]	$14,103.99	$18,805.32	$23,506.65	$28,207.98	$1,084.96
25 Cubic Yard	[illegible]	[illegible]	$17,163.55	$22,884.74	$28,605.92	$34,327.11	$1,320.31
27 Cubic Yard	[illegible]	$12,258.25	$18,387.38	$24,516.50	$30,645.63	$36,774.76	$1,414.46
28 Cubic Yard	[illegible]	$12,666.19	$18,999.29	$25,332.39	$31,665.48	$37,998.58	$1,461.53
29 Cubic Yard	$6,537.07	$13,074.14	$19,611.20	$26,148.27	$32,685.34	$39,222.41	$1,508.60
30 Cubic Yard	$6,741.04	$13,482.08	$20,223.12	$26,964.15	$33,705.19	$40,446.23	$1,555.67
31 Cubic Yard	$6,945.01	$13,890.02	$20,835.03	$27,780.04	$34,725.05	$41,670.06	$1,602.75
32 Cubic Yard	$7,148.98	$14,297.96	$21,446.94	$28,595.92	$35,744.90	$42,893.88	$1,649.82
34 Cubic Yard	$7,556.92	$15,113.84	$22,670.77	$30,227.69	$37,784.61	$45,341.53	$1,743.96
35 Cubic Yard	$7,760.89	$15,521.79	$23,282.68	$31,043.57	$38,804.46	$46,565.36	$1,791.03
36 Cubic Yard	$7,964.86	$15,929.73	$23,894.59	$31,859.45	$39,824.32	$47,789.18	$1,838.10
38 Cubic Yard	$8,372.81	$16,745.61	$25,118.42	$33,491.22	$41,864.03	$50,236.83	$1,932.25
40 Cubic Yard	$8,780.75	$17,561.49	$26,342.24	$35,122.29	$43,903.74	$52,684.48	$2,026.39
42 Cubic Yard	$9,188.69	$18,377.38	$27,566.07	$36,754.76	$45,943.44	$55,132.13	$2,120.53
45 Cubic Yard	$9,800.60	$19,601.20	$29,401.80	$39,202.41	$49,003.01	$58,803.61	$2,261.75

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Special On-Call Service

Service available to any customer utilizing containers supplied by the user or franchise holder and applies to service in addition to regularly scheduled pick ups. Labor rates are per quarter hour on the job site.

Truck and Driver	$121.25
Each additional personnel unit	$75.36
Fee per cubic yard or fraction thereof	$29.91

Return Trip Fee Per Container

For truck and driver to return to location to provide service due to blocked access, overloaded bin, contamination, etc.

Truck and Driver	$121.25

Maintenance of Containers Supplied by Franchise Holder

Standard containers supplied by the franchise holder may require cleaning and/or painting at customer request, as ordered by the health department, or due to damage. If cleaning and/or painting is beyond the one no charge bin cleaning/repaint per calendar year, fee will be based on the actual cost of cleaning and/or painting provided.

Commercial Corrugated Cardboard Collection

Monthly Fee for Service

Customers must meet market-based quantity and quality standards to qualify for service.

3 Cubic Yard Bin Rental	$18.31
6 Cubic Yard Bin Rental	$21.21
15 Cubic Yard Bin Rental	$33.09
20 Cubic Yard Bin Rental	$42.11
30 Cubic Yard Bin Rental	$45.85
40 Cubic Yard Bin Rental	$50.37

CITY OF SUNNYVALE
FISCAL YEAR 2019/20
FEE SCHEDULE

BUILDING PERMIT FEE TABLE

TOTAL VALUATION				BUILDING PERMIT FEES*		
$ 1	to	$ 2,000		~~$ 110.32~~	$ 113.62	for the first $2,000 of value
$ 2,001	to	$ 25,000		~~$ 183.22~~	$ 188.72	for the first $2,000 of value, plus
				~~$ 22.31~~	$ 22.97	for each additional $1,000 of value or fraction thereof
$ 25,001	to	$ 50,000		~~$ 696.25~~	$ 717.13	for the first $25,000 of value, plus
				~~$ 16.09~~	$ 16.57	for each additional $1,000 of value or fraction thereof
$ 50,001	to	$ 100,000		~~$ 1,098.41~~	$ 1,131.36	for the first $50,000 of value, plus
				~~$ 11.15~~	$ 11.49	for each additional $1,000 of value or fraction thereof
$ 100,001	to	$ 500,000		~~$ 1,656.05~~	$ 1,705.73	for the first $100,000 of value, plus
				~~$ 8.92~~	$ 9.19	for each additional $1,000 of value or fraction thereof
$ 500,001	to	$ 1,000,000		~~$ 5,224.93~~	$ 5,381.68	for the first $500,000 of value, plus
				~~$ 7.58~~	$ 7.80	for each additional $1,000 of value or fraction thereof
$ 1,000,001	and up			~~$ 9,013.23~~	$ 9,283.62	for the first $1,00,000 of value, plus
				~~$ 5.03~~	$ 5.18	for each additional $1,000 of value or fraction thereof

*Permit fees (except for the minimum fees) are based on Table A-1 of the 2001 California Building Code plus annual inflation.

Attachment 1

CITY OF SUNNYVALE
FISCAL YEAR 2019/20
FEE SCHEDULE

CONSTRUCTION VALUATION DATA

OCCUPANCY AND TYPE	Per Sq. Ft. **New**	Per Sq. Ft. **Remodel**	Per Sq. Ft. **New**	Per Sq. Ft. **Remodel**
1 Apartment Houses				
Type I or II F.R.	~~131~~	~~49~~	135	50
Type V-Masonry or Type III	~~106~~	~~40~~	109	41
Type V-Wood Frame	~~98~~	~~37~~	101	38
Type I-Basement Garage	~~44~~	~~22~~	45	23
2 Auditoriums				
Type I or II F.R.	~~126~~	~~50~~	130	52
Type II - 1-Hour	~~91~~	~~41~~	94	42
Type II - N	~~85~~	~~41~~	88	42
Type III - 1-Hour	~~96~~	~~41~~	99	42
Type III - N	~~91~~	~~41~~	94	42
Type V - 1-Hour	~~92~~	~~41~~	95	42
Type V - N	~~85~~	~~41~~	88	42
3 Banks				
Type I or II F.R.	~~177~~	~~64~~	182	66
Type II - 1-Hour	~~131~~	~~64~~	135	66
Type II - N	~~126~~	~~64~~	130	66
Type III - 1-Hour	~~144~~	~~64~~	148	66
Type III - N	~~139~~	~~64~~	143	66
Type V - 1-Hour	~~131~~	~~62~~	135	64
Type V - N	~~125~~	~~62~~	129	64
4 Bowling Alleys				
Type II - 1-Hour	~~61~~	~~41~~	63	42
Type II - N	~~57~~	~~41~~	59	42
Type III - 1-Hour	~~66~~	~~41~~	68	42
Type III - N	~~62~~	~~41~~	64	42
Type V - 1-Hour	~~44~~	~~41~~	45	42
5 Churches				
Type I or II F.R.	~~118~~	~~47~~	122	48
Type II - 1-Hour	~~89~~	~~41~~	92	42
Type II - N	~~84~~	~~41~~	87	42
Type III - 1-Hour	~~97~~	~~41~~	100	42
Type III - N	~~93~~	~~41~~	96	42
Type V - 1-Hour	~~91~~	~~41~~	94	42
Type V - N	~~85~~	~~41~~	88	42
6 Convalescent Hospitals				
Type I or II F.R.	~~166~~	~~64~~	171	66
Type II - 1-Hour	~~115~~	~~47~~	118	48
Type III - 1-Hour	~~118~~	~~47~~	122	48
Type V - 1-Hour	~~111~~	~~47~~	114	48
7 Dwellings				
Type V - Masonry	~~115~~	~~62~~	118	64

CITY OF SUNNYVALE
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FEE SCHEDULE

CONSTRUCTION VALUATION DATA

OCCUPANCY AND TYPE	Per Sq. Ft. **New**	Per Sq. Ft. **Remodel**	Per Sq. Ft. **New**	Per Sq. Ft. **Remodel**
Type V - Wood Frame	~~115~~	~~62~~	118	64
Basement - Semi-Finished	~~28~~	~~23~~	29	24
Basement - Unfinished	~~22~~	~~23~~	23	24
8 Fire Stations				
Type I or II F.R.	~~137~~	~~52~~	141	54
Type II - 1-Hour	~~90~~	~~41~~	93	42
Type II - N	~~84~~	~~41~~	87	42
Type III - 1-Hour	~~99~~	~~41~~	102	42
Type III - N	~~95~~	~~41~~	98	42
Type V - 1-Hour	~~93~~	~~41~~	96	42
Type V - N	~~88~~	~~41~~	91	42
9 Homes for the Elderly				
Type I or II F.R.	~~124~~	~~49~~	128	50
Type II - 1-Hour	~~101~~	~~41~~	104	42
Type II - N	~~96~~	~~41~~	99	42
Type III - 1-Hour	~~105~~	~~41~~	108	42
Type III - N	~~101~~	~~41~~	104	42
Type V - 1-Hour	~~101~~	~~41~~	104	42
Type V - N	~~98~~	~~41~~	101	42
10 Hospitals				
Type I or II F.R.	~~195~~	~~78~~	201	80
Type III - 1-Hour	~~162~~	~~64~~	167	66
	~~155~~	~~61~~	160	63
11 Hotels and Motels				
Type I or II F.R.	~~121~~	~~49~~	125	50
Type III - 1-Hour	~~105~~	~~46~~	108	47
Type III - N	~~100~~	~~41~~	103	42
Type V - 1-Hour	~~91~~	~~41~~	94	42
Type V - N	~~90~~	~~41~~	93	42
12 Industrial Plants				
Type I or II F.R.	~~68~~	~~41~~	70	42
Type II - 1-Hour	~~47~~	~~41~~	48	42
Type II - N	~~43~~	~~41~~	44	42
Type III - 1-Hour	~~53~~	~~41~~	55	42
Type III - N	~~49~~	~~41~~	50	42
Tilt-Up	~~36~~	~~41~~	37	42
Type V - 1-Hour	~~49~~	~~41~~	50	42
Type V - N	~~45~~	~~41~~	46	42
13 Jails				
Type I or II F.R.	~~191~~	~~73~~	197	75
Type III - 1-Hour	~~174~~	~~68~~	179	70
Type V - 1-Hour	~~131~~	~~56~~	135	58

CITY OF SUNNYVALE
FISCAL YEAR 2019/20
FEE SCHEDULE

CONSTRUCTION VALUATION DATA

OCCUPANCY AND TYPE	Per Sq. Ft. **New**	Per Sq. Ft. **Remodel**	Per Sq. Ft. **New**	Per Sq. Ft. **Remodel**
14 Libraries				
Type I or II F.R.	~~139~~	~~57~~	143	59
Type II - 1-Hour	~~102~~	~~41~~	105	42
Type II - N	~~97~~	~~41~~	100	42
Type III - 1-Hour	~~107~~	~~41~~	110	42
Type III - N	~~102~~	~~41~~	105	42
Type V - 1-Hour	~~101~~	~~41~~	104	42
Type V - N	~~97~~	~~41~~	100	42
15 Medical Offices				
Type I or II F.R.	~~143~~	~~67~~	147	69
Type II - 1-Hour	~~110~~	~~49~~	113	50
Type II - N	~~105~~	~~49~~	108	50
Type III - 1-Hour	~~119~~	~~49~~	123	50
Type III - N	~~111~~	~~49~~	114	50
Type V - 1-Hour	~~108~~	~~49~~	111	50
Type V - N	~~104~~	~~49~~	107	50
16 Offices				
Type I or II F.R.	~~128~~	~~61~~	132	63
Type II - 1-Hour	~~85~~	~~41~~	88	42
Type II - N	~~81~~	~~41~~	83	42
Type III - 1-Hour	~~93~~	~~41~~	96	42
Type III - N	~~89~~	~~41~~	92	42
Type V - 1-Hour	~~87~~	~~41~~	90	42
Type V - N	~~81~~	~~41~~	83	42
17 Private Garages				
Wood Frame	~~29~~	~~20~~	30	21
Masonry	~~33~~	~~20~~	34	21
Open Carports	~~20~~	~~13~~	21	13
18 Public Buildings				
Type I or II F.R.	~~147~~	~~70~~	151	72
Type II - 1-Hour	~~119~~	~~52~~	123	54
Type II - N	~~114~~	~~52~~	117	54
Type III - 1-Hour	~~124~~	~~52~~	128	54
Type III - N	~~119~~	~~52~~	123	54
Type V - 1-Hour	~~113~~	~~52~~	116	54
Type V - N	~~109~~	~~52~~	112	54
19 Public Garages				
Type I or II F.R.	~~59~~	~~29~~	61	30
Type I or II Open Parking	~~44~~	~~29~~	45	30
Type II - N	~~33~~	~~29~~	34	30
Type III - 1-Hour	~~44~~	~~29~~	45	30
Type III - N	~~39~~	~~29~~	40	30

CITY OF SUNNYVALE
FISCAL YEAR 2019/20
FEE SCHEDULE

CONSTRUCTION VALUATION DATA

OCCUPANCY AND TYPE	Per Sq. Ft. **New**	Per Sq. Ft. **Remodel**	Per Sq. Ft. **New**	Per Sq. Ft. **Remodel**
Type V - 1-Hour	~~40~~	~~29~~	41	30
20 Restaurants				
Type III - 1-Hour	~~116~~	~~78~~	119	80
Type III - N	~~112~~	~~78~~	115	80
Type V - 1-Hour	~~106~~	~~70~~	109	72
Type V - N	~~102~~	~~64~~	105	66
21 Schools				
Type I or II F.R.	~~133~~	~~78~~	137	80
Type II - 1-Hour	~~91~~	~~57~~	94	59
Type III - 1-Hour	~~97~~	~~57~~	100	59
Type III - N	~~94~~	~~52~~	97	54
Type V - 1-Hour	~~91~~	~~52~~	94	54
Type V - N	~~87~~	~~52~~	90	54
22 Service Stations				
Type II - N	~~80~~	~~41~~	82	42
Type III - 1-Hour	~~83~~	~~41~~	85	42
Type V - 1-Hour	~~71~~	~~41~~	73	42
Canopies	~~33~~	~~20~~	34	21
23 Stores				
Type I or II F.R.	~~99~~	~~47~~	102	48
Type II - 1-Hour	~~60~~	~~43~~	62	44
Type II - N	~~59~~	~~43~~	61	44
Type III - 1-Hour	~~73~~	~~43~~	75	44
Type III - N	~~69~~	~~43~~	71	44
Type V - 1-Hour	~~62~~	~~43~~	64	44
Type V - N	~~57~~	~~43~~	59	44
24 Theaters				
Type I or II F.R.	~~131~~	~~61~~	135	63
Type III - 1-Hour	~~96~~	~~44~~	99	45
Type III - N	~~91~~	~~43~~	94	44
Type V - 1-Hour	~~90~~	~~41~~	93	42
Type V - N	~~87~~	~~41~~	90	42
25 Residential Additions				
Patio Covers		~~20~~		21
Decks		~~18~~		19
26 Warehouses				
Type I or II F.R.	~~59~~	~~43~~	61	44
Type II or V - 1-Hour	~~35~~	~~21~~	36	22
Type II - V - N	~~33~~	~~21~~	34	22
Type III - 1-Hour	~~40~~	~~21~~	41	22
Type III - N	~~38~~	~~21~~	39	22

2019 & 2020 BUSINESS LICENSE TAX STRUCTURE

Amount due = 2019 Tax + 2020 Tax + $4.00 State CASp Fee

Sunnyvale

To determine the tax due, look up the **#** of Employees / **#** of Rental Units in Sunnyvale(*which ever one is higher*). The amount due is the total found in the column **2019 + 2020 +CASp**. Sunnyvale collects on a 2 year cycle and the base year amounts are listed for reference purposes only. If you have any questions, please contact our office at BusinessLicense@sunnyvale.ca.gov or 408-730-7620.

TWO-YEAR BUSINESS LICENSE TAX TABLE

# of Employees or Rental Units	2019 + 2020 + CASp	2019 Tax	2020 Tax	# of Employees or Rental Units	2019 + 2020 + CASp	2019 Tax	2020 Tax	# of Employees	2019 + 2020 + CASp	2019 Tax	2020 Tax	# of Employees	2019 + 2020 + CASp	2019 Tax	2020 Tax
1	$ 81.15	$ 38.26	$ 38.89	241-245	$ 6,389.68	$ 3,126.20	$ 3,259.48	481-485	$ 12,645.04	$ 6,188.60	$ 6,452.44	726-730	$ 19,030.72	$ 9,314.80	$ 9,711.92
2-5	$ 134.32	$ 63.80	$ 66.52	246-250	$ 6,520.00	$ 3,190.00	$ 3,326.00	486-490	$ 12,775.36	$ 6,252.40	$ 6,518.96	731-735	$ 19,161.04	$ 9,378.60	$ 9,778.44
6-10	$ 264.64	$ 127.60	$ 133.04	251-255	$ 6,650.32	$ 3,253.80	$ 3,392.52	491-495	$ 12,905.68	$ 6,316.20	$ 6,585.48	736-740	$ 19,291.36	$ 9,442.40	$ 9,844.96
11-15	$ 394.96	$ 191.40	$ 199.56	256-260	$ 6,780.64	$ 3,317.60	$ 3,459.04	496-500	$ 13,036.00	$ 6,380.00	$ 6,652.00	741-745	$ 19,421.68	$ 9,506.20	$ 9,911.48
16-20	$ 525.28	$ 255.20	$ 266.08	261-265	$ 6,910.96	$ 3,381.40	$ 3,525.56	501-505	$ 13,166.32	$ 6,443.80	$ 6,718.52	746-750	$ 19,552.00	$ 9,570.00	$ 9,978.00
21-25	$ 655.60	$ 319.00	$ 332.60	266-270	$ 7,041.28	$ 3,445.20	$ 3,592.08	506-510	$ 13,296.64	$ 6,507.60	$ 6,785.04	751-755	$ 19,682.32	$ 9,633.80	$ 10,044.52
26-30	$ 785.92	$ 382.80	$ 399.12	271-275	$ 7,171.60	$ 3,509.00	$ 3,658.60	511-515	$ 13,426.96	$ 6,571.40	$ 6,851.56	756-760	$ 19,812.64	$ 9,697.60	$ 10,111.04
31-35	$ 916.24	$ 446.60	$ 465.64	276-280	$ 7,301.92	$ 3,572.80	$ 3,725.12	516-520	$ 13,557.28	$ 6,635.20	$ 6,918.08	761-765	$ 19,942.96	$ 9,761.40	$ 10,177.56
36-40	$ 1,046.56	$ 510.40	$ 532.16	281-285	$ 7,432.24	$ 3,636.60	$ 3,791.64	521-525	$ 13,687.60	$ 6,699.00	$ 6,984.60	766-770	$ 20,073.28	$ 9,825.20	$ 10,244.08
41-45	$ 1,176.88	$ 574.20	$ 598.68	286-290	$ 7,562.56	$ 3,700.40	$ 3,858.16	526-530	$ 13,817.92	$ 6,762.80	$ 7,051.12	771-775	$ 20,203.60	$ 9,889.00	$ 10,310.60
46-50	$ 1,307.20	$ 638.00	$ 665.20	291-295	$ 7,692.88	$ 3,764.20	$ 3,924.68	531-535	$ 13,948.24	$ 6,826.60	$ 7,117.64	776-780	$ 20,333.92	$ 9,952.80	$ 10,377.12
51-55	$ 1,437.52	$ 701.80	$ 731.72	296-300	$ 7,823.20	$ 3,828.00	$ 3,991.20	536-540	$ 14,078.56	$ 6,890.40	$ 7,184.16	781-785	$ 20,464.24	$ 10,016.60	$ 10,443.64
56-60	$ 1,567.84	$ 765.60	$ 798.24	301-305	$ 7,953.52	$ 3,891.80	$ 4,057.72	541-545	$ 14,208.88	$ 6,954.20	$ 7,250.68	786-790	$ 20,594.56	$ 10,080.40	$ 10,510.16
61-65	$ 1,698.16	$ 829.40	$ 864.76	306-310	$ 8,083.84	$ 3,955.60	$ 4,124.24	546-550	$ 14,339.20	$ 7,018.00	$ 7,317.20	791-795	$ 20,724.88	$ 10,144.20	$ 10,576.68
66-70	$ 1,828.48	$ 893.20	$ 931.28	311-315	$ 8,214.16	$ 4,019.40	$ 4,190.76	551-555	$ 14,469.52	$ 7,081.80	$ 7,383.72	796-800	$ 20,855.20	$ 10,208.00	$ 10,643.20
71-75	$ 1,958.80	$ 957.00	$ 997.80	316-320	$ 8,344.48	$ 4,083.20	$ 4,257.28	556-560	$ 14,599.84	$ 7,145.60	$ 7,450.24	801-805	$ 20,985.52	$ 10,271.80	$ 10,709.72
76-80	$ 2,089.12	$ 1,020.80	$ 1,064.32	321-325	$ 8,474.80	$ 4,147.00	$ 4,323.80	561-565	$ 14,730.16	$ 7,209.40	$ 7,516.76	806-810	$ 21,115.84	$ 10,335.60	$ 10,776.24
81-85	$ 2,219.44	$ 1,084.60	$ 1,130.84	326-330	$ 8,605.12	$ 4,210.80	$ 4,390.32	566-570	$ 14,860.48	$ 7,273.20	$ 7,583.28	811-815	$ 21,246.16	$ 10,399.40	$ 10,842.76
86-90	$ 2,349.76	$ 1,148.40	$ 1,197.36	331-335	$ 8,735.44	$ 4,274.60	$ 4,456.84	571-575	$ 14,990.80	$ 7,337.00	$ 7,649.80	816-820	$ 21,376.48	$ 10,463.20	$ 10,909.28
91-95	$ 2,480.08	$ 1,212.20	$ 1,263.88	336-340	$ 8,865.76	$ 4,338.40	$ 4,523.36	576-580	$ 15,121.12	$ 7,400.80	$ 7,716.32	821-825	$ 21,506.80	$ 10,527.00	$ 10,975.80
96-100	$ 2,610.40	$ 1,276.00	$ 1,330.40	341-345	$ 8,996.08	$ 4,402.20	$ 4,589.88	581-585	$ 15,251.44	$ 7,464.60	$ 7,782.84	826-830	$ 21,637.12	$ 10,590.80	$ 11,042.32
101-105	$ 2,740.72	$ 1,339.80	$ 1,396.92	346-350	$ 9,126.40	$ 4,466.00	$ 4,656.40	586-590	$ 15,381.76	$ 7,528.40	$ 7,849.36	831-835	$ 21,767.44	$ 10,654.60	$ 11,108.84
106-110	$ 2,871.04	$ 1,403.60	$ 1,463.44	351-355	$ 9,256.72	$ 4,529.80	$ 4,722.92	591-595	$ 15,512.08	$ 7,592.20	$ 7,915.88	836-840	$ 21,897.76	$ 10,718.40	$ 11,175.36
111-115	$ 3,001.36	$ 1,467.40	$ 1,529.96	356-360	$ 9,387.04	$ 4,593.60	$ 4,789.44	596-600	$ 15,642.40	$ 7,656.00	$ 7,982.40	841-845	$ 22,028.08	$ 10,782.20	$ 11,241.88
116-120	$ 3,131.68	$ 1,531.20	$ 1,596.48	361-365	$ 9,517.36	$ 4,657.40	$ 4,855.96	601-605	$ 15,772.72	$ 7,719.80	$ 8,048.92	846-850	$ 22,158.40	$ 10,846.00	$ 11,308.40
121-125	$ 3,262.00	$ 1,595.00	$ 1,663.00	366-370	$ 9,647.68	$ 4,721.20	$ 4,922.48	606-610	$ 15,903.04	$ 7,783.60	$ 8,115.44	851-855	$ 22,288.72	$ 10,909.80	$ 11,374.92
126-130	$ 3,392.32	$ 1,658.80	$ 1,729.52	371-375	$ 9,778.00	$ 4,785.00	$ 4,989.00	611-615	$ 16,033.36	$ 7,847.40	$ 8,181.96	856-860	$ 22,419.04	$ 10,973.60	$ 11,441.44
131-135	$ 3,522.64	$ 1,722.60	$ 1,796.04	376-380	$ 9,908.32	$ 4,848.80	$ 5,055.52	616-620	$ 16,163.68	$ 7,911.20	$ 8,248.48	861-865	$ 22,549.36	$ 11,037.40	$ 11,507.96
136-140	$ 3,652.96	$ 1,786.40	$ 1,862.56	381-385	$ 10,038.64	$ 4,912.60	$ 5,122.04	621-625	$ 16,294.00	$ 7,975.00	$ 8,315.00	866-870	$ 22,679.68	$ 11,101.20	$ 11,574.48
141-145	$ 3,783.28	$ 1,850.20	$ 1,929.08	386-390	$ 10,168.96	$ 4,976.40	$ 5,188.56	626-630	$ 16,424.32	$ 8,038.80	$ 8,381.52	871-875	$ 22,810.00	$ 11,165.00	$ 11,641.00
146-150	$ 3,913.60	$ 1,914.00	$ 1,995.60	391-395	$ 10,299.28	$ 5,040.20	$ 5,255.08	631-635	$ 16,554.64	$ 8,102.60	$ 8,448.04	876-880	$ 22,940.32	$ 11,228.80	$ 11,707.52
151-155	$ 4,043.92	$ 1,977.80	$ 2,062.12	396-400	$ 10,429.60	$ 5,104.00	$ 5,321.60	636-640	$ 16,684.96	$ 8,166.40	$ 8,514.56	881-885	$ 23,070.64	$ 11,292.60	$ 11,774.04
156-160	$ 4,174.24	$ 2,041.60	$ 2,128.64	401-405	$ 10,559.92	$ 5,167.80	$ 5,388.12	641-645	$ 16,815.28	$ 8,230.20	$ 8,581.08	886-890	$ 23,200.96	$ 11,356.40	$ 11,840.56
161-165	$ 4,304.56	$ 2,105.40	$ 2,195.16	406-410	$ 10,690.24	$ 5,231.60	$ 5,454.64	646-650	$ 16,945.60	$ 8,294.00	$ 8,647.60	891-895	$ 23,331.28	$ 11,420.20	$ 11,907.08
166-170	$ 4,434.88	$ 2,169.20	$ 2,261.68	411-415	$ 10,820.56	$ 5,295.40	$ 5,521.16	651-655	$ 17,075.92	$ 8,357.80	$ 8,714.12	896-900	$ 23,461.60	$ 11,484.00	$ 11,973.60
171-175	$ 4,565.20	$ 2,233.00	$ 2,328.20	416-420	$ 10,950.88	$ 5,359.20	$ 5,587.68	656-660	$ 17,206.24	$ 8,421.60	$ 8,780.64	901-905	$ 23,591.92	$ 11,547.80	$ 12,040.12
176-180	$ 4,695.52	$ 2,296.80	$ 2,394.72	421+	$ 11,081.20	$ 5,423.00	$ 5,654.20	661-665	$ 17,336.56	$ 8,485.40	$ 8,847.16	906-910	$ 23,722.24	$ 11,611.60	$ 12,106.64
181-185	$ 4,825.84	$ 2,360.60	$ 2,461.24	Rental Unit Cap				666-670	$ 17,466.88	$ 8,549.20	$ 8,913.68	911-915	$ 23,852.56	$ 11,675.40	$ 12,173.16
186-190	$ 4,956.16	$ 2,424.40	$ 2,527.76	426-430	$ 11,211.52	$ 5,486.80	$ 5,720.72	671-675	$ 17,597.20	$ 8,613.00	$ 8,980.20	916-920	$ 23,982.88	$ 11,739.20	$ 12,239.68
191-195	$ 5,086.48	$ 2,488.20	$ 2,594.28	431-435	$ 11,341.84	$ 5,550.60	$ 5,787.24	676-680	$ 17,727.52	$ 8,676.80	$ 9,046.72	921-925	$ 24,113.20	$ 11,803.00	$ 12,306.20
196-200	$ 5,216.80	$ 2,552.00	$ 2,660.80	436-440	$ 11,472.16	$ 5,614.40	$ 5,853.76	681-685	$ 17,857.84	$ 8,740.60	$ 9,113.24	926-930	$ 24,243.52	$ 11,866.80	$ 12,372.72
201-205	$ 5,347.12	$ 2,615.80	$ 2,727.32	441-445	$ 11,602.48	$ 5,678.20	$ 5,920.28	686-690	$ 17,988.16	$ 8,804.40	$ 9,179.76	931-935	$ 24,373.84	$ 11,930.60	$ 12,439.24
206-210	$ 5,477.44	$ 2,679.60	$ 2,793.84	446-450	$ 11,732.80	$ 5,742.00	$ 5,986.80	691-695	$ 18,118.48	$ 8,868.20	$ 9,246.28	936-940	$ 24,504.16	$ 11,994.40	$ 12,505.76
211-215	$ 5,607.76	$ 2,743.40	$ 2,860.36	451-455	$ 11,863.12	$ 5,805.80	$ 6,053.32	696-700	$ 18,248.80	$ 8,932.00	$ 9,312.80	941-945	$ 24,634.48	$ 12,058.20	$ 12,572.28
216-220	$ 5,738.08	$ 2,807.20	$ 2,926.88	456-460	$ 11,993.44	$ 5,869.60	$ 6,119.84	701-705	$ 18,379.12	$ 8,995.80	$ 9,379.32	946+	$ 24,764.80	$ 12,122.00	$ 12,638.80
221-225	$ 5,868.40	$ 2,871.00	$ 2,993.40	461-465	$ 12,123.76	$ 5,933.40	$ 6,186.36	706-710	$ 18,509.44	$ 9,059.60	$ 9,445.84	Employee Cap			
226-230	$ 5,998.72	$ 2,934.80	$ 3,059.92	466-470	$ 12,254.08	$ 5,997.20	$ 6,252.88	711-715	$ 18,639.76	$ 9,123.40	$ 9,512.36				
231-235	$ 6,129.04	$ 2,998.60	$ 3,126.44	471-475	$ 12,384.40	$ 6,061.00	$ 6,319.40	716-720	$ 18,770.08	$ 9,187.20	$ 9,578.88				
236-240	$ 6,259.36	$ 3,062.40	$ 3,192.96	476-480	$ 12,514.72	$ 6,124.80	$ 6,385.92	721-725	$ 18,900.40	$ 9,251.00	$ 9,645.40				

City of Sunnyvale

Agenda Item

19-0309 **Agenda Date:** 6/11/2019

REPORT TO COUNCIL

SUBJECT
Approve Budget Modification No. 19 for the Golf and Tennis Operations

BACKGROUND
The City presently owns and manages two public golf courses Sunnyvale Golf and Sunken Gardens. 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, which includes a 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 are non-transferable, and non-saleable.

The City 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 (RTC 15-0908). Subsequently, the City entered into a Concession License Agreement with KSM Sunnyvale, LLC (KSM) for the operation of the restaurant at Sunnyvale Golf Course on June 1, 2016 (RTC No. 16-0163).

KSM signed the Concession License Agreement on June 1, 2016 to open Barrel 19 Bistro & Bar (Barrel 19) at Sunnyvale Golf Course. The Agreement was for ten years and called 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 was to be open seven days a week from 6:30 a.m. to sunset providing breakfast, lunch, bar and banquet menus. KSM kept all revenues and was responsible for all operating expenses. Also, KSM was required to make capital improvements to the facilities at a minimum of $150,000 and a maximum of $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 a slow rebound of customers has resulted in KSM terminating the Concession License Agreement and entering into a new Management Agreement for KSM to operate Barrel 19.

In August 2018, the City Council approved the termination of the concession License Agreement and authorized the City Manager to enter a new management agreement with KSM (Attachment 1 - Management Agreement for Sunnyvale Golf Course, RTC No. 18-0644).

EXISTING POLICY

Council Policy 7.1.4 Budget Appropriation and Control:

1. The City's budget appropriation control is at the program and department level, within the same fund. Expenditures of the City of Sunnyvale for each fiscal year, appropriations to reserves and inter-fund transfers/loans are governed and controlled according to the amounts adopted by the City Council through a resolution for each of the classifications of the General Fund and Special Revenue Funds.

2. If the expenditures for the Proprietary Funds and Internal Services Funds for the fiscal year exceed actual revenues plus the planned appropriation from the Rate Stabilization Reserve Account or the Resource Allocation Plan Reserve Account, as the case may be, on an annualized basis, Council approval shall be required.

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" 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

As required by the new management agreement, KSM has submitted a 3-year Pro Forma Summary for Barrel 19 for the Council to review in August 2018 (RTC No. 18-0644). Since the execution of the new management agreement, City staff has been working with KSM to prepare a detailed operating budget for Fiscal Year 2018/19 (Attachment 2). KSM estimated $472,771 for the revenue, $720,197 for the Operating and other Expenses and the net loss in the amount of $247,427. The net loss is higher than the original Pro Forma Summary due to the challenging winter weather. The golf course was closed or had very little play in November, December, January, February and the first half of March due to the poor air quality because of major fires and excess rain. The poor air quality and rain also dramatically reduced the daily foot traffic from local tech companies, especially since many of them have in-house options for food and beverage.

Despite the challenging winter, KSM remains optimistic about meeting the original target to generate a profit in 2021. Barrel 19 staff have been utilizing Google Ad Words and Website Search Engine to boost the website traffic and incoming phone calls. Staff will continue to build a base of loyal customers for lunch and Happy Hour business. They anticipate seeing a significant increase in Event business as two of the direct competitors (David's at Santa Clara Golf & Tennis Club and Terragon Restaurant) have recently closed.

It should be noted that the challenging winter has not only impacted Barrel 19 revenue, but also the golf operations revenue since there has been less golf play. Therefore, the revenue for golf operations has been projected downward by $100,000 as part of the revised FY 2018/19 revenue estimate in the FY 2019/20 Recommended Budget.

FISCAL IMPACT

Budget Modification No. 19 has been prepared to appropriate $472,771 revenue and $720,197 operating expenses in the Golf and Tennis Operations Fund. In addition, a transfer from General Fund to the Golf and Tennis Operations Fund in an amount of up to $400,000 to subsidize the FY 2018/19 Barrel 19 and the golf operations deficit is needed to maintain a positive fund fiscal position in the fund. Future funding is included with the FY 2019/20 Recommended Budget.

Budget Modification No. 19
FY 2018/19

	Current	Increase/(Decrease)	Revised
Golf and Tennis Operations Fund			
Revenues			
Barrel 19 Operating Revenue	$0	$472,771	$472,771
Transfers			
Transfer in from General Fund	$1,200,000	$400,000	$1,600,000
Expenditures			
Program 647 - Golf Course Operations - Barrel 19 Operating Expenses	$3,929,667	$720,197	$4,649,864
General Fund			
Transfers			
Transfer out to Golf and Tennis Operations Fund	$1,200,000	$400,000	$1,600,000

ALTERNATIVES

1. Approve Budget Modification No. 19 to recognize $472,771 in revenue and appropriate $720,197 in operating expenses in the Golf and Tennis Operations Fund to operate Barrel 19 Bistro & Bar (Barrel 19) at Sunnyvale Golf Course and approve a $400,000 transfer from General Fund to the Golf and Tennis Operations Fund.
2. Do not approve Budget Modification No. 19.

STAFF RECOMMENDATION

Alternative 1: Approve Budget Modification No. 19 to recognize $472,771 in revenue and appropriate $720,197 in operating expenses in the Golf and Tennis Operations Fund to operate Barrel 19 Bistro & Bar (Barrel 19) at Sunnyvale Golf Course and approve a $400,000 transfer from General Fund to the Golf and Tennis Operations Fund.

Prepared by: Grace Zheng, Assistant Director of Finance
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. Management Agreement and Termination of Existing Agreement
2. Barrel 19 FY2018/19 Operating Budget

ATTACHMENT 1

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 calendarl 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 1st) 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 1/24th) 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

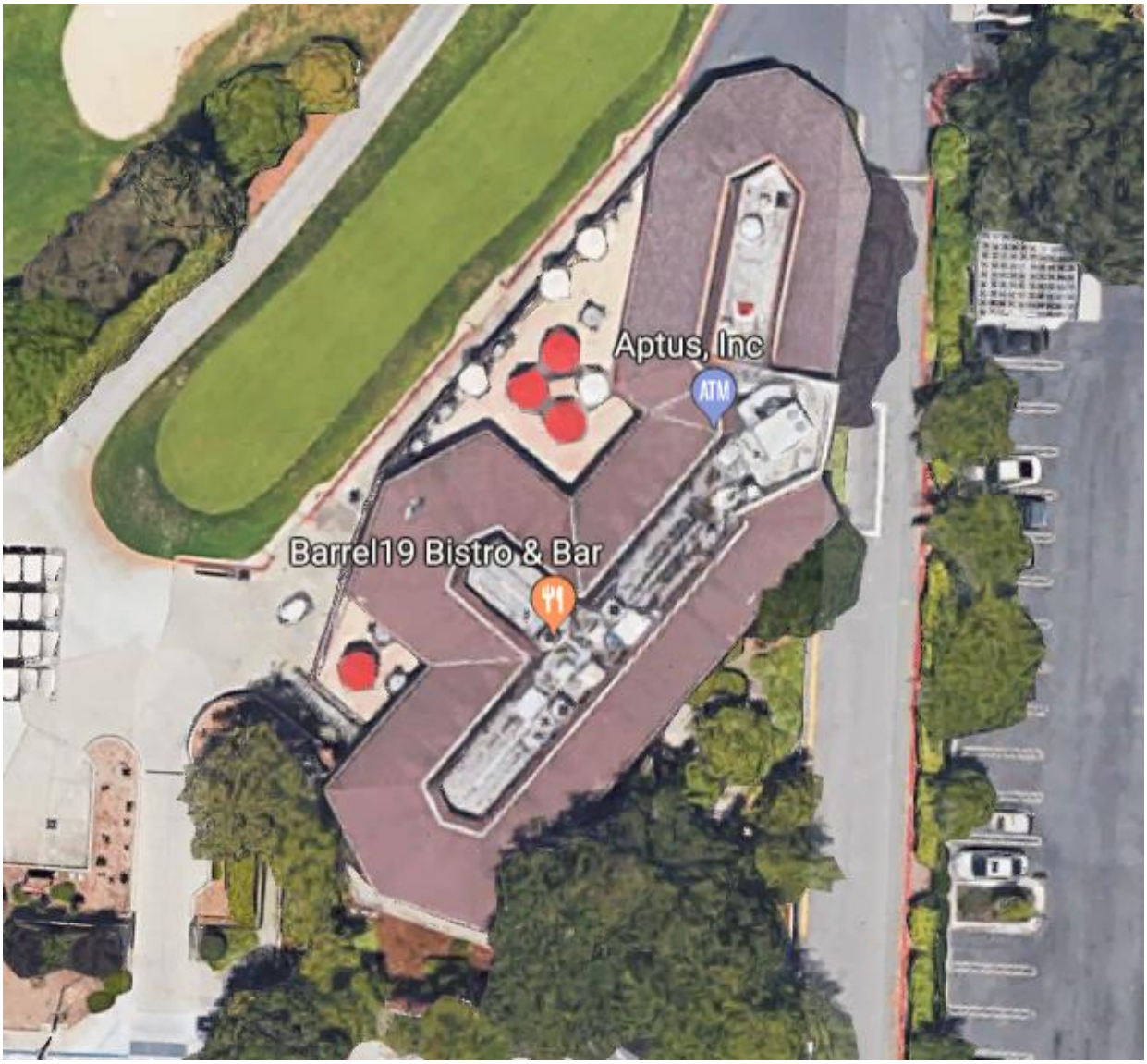
Exhibit B: Capital Equipment and Improvements List

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



Benecia Ave
Macara Ave

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		Construction	Jason Y LI	$	650.00
Buildings	10/31/16	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	$	1,500.00
Buildings	08/31/16	20% after rough inspection in complete		Construction	Jason Y LI	$	6,570.00
					Grand total	$	139,252.89

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

September 2018 Account Funding			**Notes:**
Payroll Account	45,000		One Month of projected payroll
Operating Expense Account	17,000		One Month of projected expenses
Startup Inventory (Estimate)	18,000		Estimate of August ending Inventory
	80,000		
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

KEMPER SPORTS RESTAURANT SERVICES
FY 2018/19 OPERATING BUDGET

	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Total
Revenues	**$ 44,287**	**$ 51,672**	**$ 44,315**	**$ 57,212**	**$ 26,967**	**$ 31,447**	**$ 22,098**	**$ 60,274**	**$ 65,500**	**$ 69,000**	**$ 472,771**
Cost of Good Sold	14,362	19,655	4,904	21,487	8,928	5,753	8,886	19,000	20,500	22,000	145,475
Payroll	36,342	43,690	27,971	35,100	25,724	24,440	35,556	34,722	35,445	34,922	333,912
Other Operating Expenses	16,672	20,396	14,949	15,446	22,962	17,448	18,786	17,756	18,714	19,661	182,790
Management Fees	5,802	5,802	5,802	5,802	5,802	5,802	5,802	5,802	5,802	5,802	58,020
Total Operating Expenses	**73,178**	**89,543**	**53,626**	**77,835**	**63,416**	**53,443**	**69,030**	**77,280**	**80,461**	**82,385**	**720,197**
Net Income/(Loss) before Depreciation & Amortization	**$ (28,891)**	**$ (37,871)**	**$ (9,311)**	**$ (20,623)**	**$ (36,450)**	**$ (21,996)**	**$ (46,932)**	**$ (17,006)**	**$ (14,961)**	**$ (13,385)**	**$ (247,427)**

City of Sunnyvale

Agenda Item

19-0644 **Agenda Date:** 6/11/2019

REPORT TO COUNCIL

SUBJECT
Request that the City Council Provide Direction to Staff on Flying the Pride Flag at City Hall

BACKGROUND
Throughout the year, the City Council recognizes organizations, individuals and various national events to highlight noteworthy public contributions and achievements. Recognition can take the form of resolutions, proclamations, certificates, letters, and plaques. Council is also sometimes asked to display specific flags on the flag pole at City Hall to commemorate a cause or event. The Mayor has issued a proclamation recognizing June 2019 as National Lesbian, Gay, Bisexual, Transgender and Queer Pride Month. As part of that recognition, the Mayor is requesting to fly the Pride Flag at City Hall for the month of June. The City Council does not have an existing policy that provides the Mayor with the authority to direct staff to fly flags at City Hall. A study issue is in underway to create a policy that would address flying commemorative flags at City Hall as a form of government speech or expression.

EXISTING POLICY
7.3.20 Council Recognition of Individuals, Organizations and/or Events
Adoption of *Our City Council Values and Public Service*

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 (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.

DISCUSSION
On February 2017, the City Council adopted a Statement on *Our City Values and Public Service*. The Council statement emphasizes that Sunnyvale is a community that emulates the spirit of all American ideals, “valuing our individual experiences and supporting and protecting people of any race, religion, ancestry, ethnicity, ability, gender, sexual orientation, or gender identity.” The statement ends with City Council affirmation of its long history of inclusiveness and its public service ethic of helping our City continue to thrive as a culturally diverse community where all are welcome, safe and acknowledged. Recognizing Pride month is in alignment with the City Council’s values.

Absent a formal Council flag policy, the Council may authorize the flying of the Pride Flag at the City Hall.

FISCAL IMPACT
None.

PUBLIC CONTACT

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

ALTERNATIVES

1. Direct the City Manager to fly the Pride Flag at the City Hall campus in recognition of Pride Month.
2. Do not direct the City Manager to fly the Pride Flag at the City Hall campus in recognition of Pride Month.
3. Other direction as provided by Council

STAFF RECOMMENDATION

Staff makes no recommendation. This report was prepared to facilitate a discussion and direction to staff by Council.

Prepared by: Lupita Alamos, Senior Management Analyst, Office of the City Manager
Reviewed by: Teri Silva, Assistant City Manager
Approved by: Kent Steffens, City Manager

City of Sunnyvale

Agenda Item

19-0602 **Agenda Date:** 6/11/2019

REPORT TO COUNCIL

SUBJECT
Board/Commission Resignation (Information Only)

DISCUSSION
This report is to inform the Council of the following resignation from a City commission.

Susan Bremond, who was appointed to the Bicycle and Pedestrian Advisory Commission on July 1, 2017 and serving a term to expire June 30, 2021, has submitted a letter of resignation from the Commission, effective July 1, 2019.

The Bicycle and Pedestrian Advisory Commission vacancy will be included in the upcoming recruitment process for appointments.

EXISTING POLICY
Administrative Policy, Chapter 1, General Management, Article 15, Section 2, Subdivision 8 states that when a resignation letter is received, staff shall prepare an Information Only Report to Council that indicates the resignation(s) and specifies the process that staff recommends to fill the new vacancy.

Administrative Policy, Chapter 1, General Management, Article 15, Section 2, Subdivision 1 provides the following guidelines for the administrative recruitment process:

A. The Office of the City Clerk shall conduct a continuous (year-round) campaign to recruit applicants to fill vacant seats on boards and commissions. The Office of the City Clerk will accept board and commission applications from interested eligible individuals at any time during the year, regardless of whether there are current vacancies or not. These applications will be kept for 12 months and considered as vacancies occur.

B. Staff shall use the following guidelines to conduct board and commission recruitments:

(1) Applicants will be sought from all segments of the community.
(2) All applicants will be required to complete a standard application form and a supplemental questionnaire and file the application with the Office of the City Clerk. Candidates applying for the same board or commission for which they were previously a member do not need to submit a new application. Candidates who were previously a member of a different board or commission must submit a new application. If and when Council determines it wants to hold interviews (interviews are not required to appoint board and commission members), a deadline for application submittals will be set. Applications that arrive after specified deadlines but before the actual interview date will be identified as “late” but shall be submitted to Council for

its consideration along with applications submitted on time and for which interviews are scheduled.
(3) Applicants will be provided information regarding the board or commission's function and responsibility, the selection process for filling vacancies, and the general attributes that Council is looking for in a board and commission member.

C. Staff is encouraged to assist in the recruitment process by identifying potential candidates and referring them or providing their contact information to the Office of the City Clerk. However, staff shall not lobby for or otherwise attempt to influence the selection process beyond the recruitment activity. No recommendation shall be provided by staff for a candidate, with the exception of the Personnel Board as outlined in Council Policy 7.2.19.

D. A Report to Council (RTC) shall be provided when board or commission vacancies occur, outlining Council's options relative to filling said vacancies.

E. Interviews of board and commission applicants by Council shall be conducted as determined by the City Clerk. All new applicants shall be scheduled for an interview with the City Council prior to Council making appointments if they meet the application deadline for the recruitment process and have not been interviewed within the past 12 months. All incumbent applicants shall be scheduled for an interview with Council whether or not they were previously interviewed in the last 12 months. It shall be the prerogative of the Council to consider and/or appoint applicants who fail to meet application deadlines and/or are not interviewed in advance of scheduled appointments.

Council Policy 7.2.19 Section 2. B. (IV)(b) provides the following specific membership requirements for the Bicycle and Pedestrian Advisory Commission:

The members of the commission shall be selected from two categories:

i. Category One (four members) shall be bicyclists or pedestrians in the City of Sunnyvale. Every person in this category shall, at the time of his or her appointment, be a registered voter of the City and shall maintain his or her principal place of residence within the City. Should any person so appointed cease to be an elector of the City or cease to maintain his or her principal place of residence within the City, that person shall be ineligible to continue to serve as a member of the commission.
ii. Category Two (three members) shall include members of the PTA or other parent groups, administrations of schools in Sunnyvale, commute coordinators for major employers within the City, members of neighborhood associations, principals or teachers from Sunnyvale schools or persons interested in park and recreational activities in the City.

PUBLIC CONTACT

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

Prepared by: David Carnahan, City Clerk
Reviewed by: Teri Silva, Assistant City Manager
Approved by: Kent Steffens, City Manager

City of Sunnyvale

Agenda Item

19-0533 **Agenda Date:** 6/11/2019

Information/Action Items

Information/Action Items - Council Directions to Staff

Date Requested	Directive/Action Required	Dept	Due Date	Completed
5/8/18	Provide information report to Council on the findings when the speed survey for Caribbean is complete.	DPW	Jun 2019	
5/25/18	Bring back the sales tax chart by City when the Council considers the El Camino Real Precise Plan update	CDD	Fall 2019	
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	Jun 2019	
8/28/18	Staff to provide quarterly updates to Council on ERP implementation progress	OCM	Jul 2019	
12/18/18	Conduct a special audit of the Capital Improvement Project reserves and bring findings back	FIN	5/23/19	5/23/19
2/7/19	Produce quarterly report on staff vacancies and include, actual staff total numbers for each department, including part-time positions.	HRD	Jul 2019	
2/7/19	Once more data is available, would be helpful for Council to receive periodically the Hiring Manager Satisfaction Survey results mentioned on slide 24.	HRD	Jul 2019	
4/23/19	Look into safety concerns regarding left turns from San Miguel neighborhood onto E. Duane Avenue.	DPW	Jun 2019	6/3/19
5/21/19	Info item to Council on paving options available on Wolfe Road and Homestead Avenue area.	DPW	Jul 2019	

New Study/Budget Issues Sponsored by Council

Date Requested	Study/Budget Issue Topic	Requested By	Dept	Approved by City Manager
5/21/19	Establish a formal SMART City initiative. Look at construction and implementation of an innovation roadmap in alignment with our strategic priority. Include looking at inclusion of a digital funding to include digital strategy.	**Fong**, Goldman, Klein	ITD	

Initial Sponsor in Bold.

Printed on 6/4/2019

City of Sunnyvale

Agenda Item

19-0534 **Agenda Date:** 6/11/2019

Board/Commission Meeting Minutes

City of Sunnyvale

Meeting Minutes - Draft
Board of Library Trustees

Monday, May 20, 2019	**7:00 PM**	**Library Program Room, Sunnyvale Public Library, 665 W. Olive Ave., Sunnyvale, CA 94086**

Special Meeting

CALL TO ORDER

Chair Lai called the meeting to order at 7:00 p.m.

ROLL CALL

Present: 5 - Chair Carey Wingyin Lai
Vice Chair Daniel Bremond
Board Member Tina Hwang
Board Member Mark Isaak
Board Member Sharlene Wang

Councial Liaison Fong (present)
Board Member Hwang arrived at 7:15 p.m.

ORAL COMMUNICATIONS

Linda Davis spoke regarding electing Sunnyvale's City Council.

CONSENT CALENDAR

1.A 19-0539 Approve the Board of Library Trustees Meeting Minutes of April 1, 2019

Vice Chair Bremond moved and Board Member Wang seconded, approval of the Board of Library Trustees minutes of April 1, 2019 as submitted. The motion carried by the following vote:

Yes: 5 - Chair Lai
Vice Chair Bremond
Board Member Hwang
Board Member Isaak
Board Member Wang

No: 0

1.B 19-0540 Approve the Board of Library Trustees Meeting Minutes of April 17, 2019

Vice Chair Bremond moved and Board Member Wang seconded, approval of the Board of Library Trustees minutes of April 17, 2019 as submitted. The motion carried by the following vote:

Yes: 4 - Chair Lai
Vice Chair Bremond
Board Member Hwang
Board Member Wang

No: 0

Abstain: 1 - Board Member Isaak

PUBLIC HEARINGS/GENERAL BUSINESS

2 19-0538 Review and Approve Fiscal Year 2019/20 Recommended Budget

Cynthia Bojorquez, Director of Library and Community Services introduced Tim Kirby, Director of Finance. Director Kirby spoke about the 2019/20 budget and explained to the Board that this year is a project budget review year. The FY 2019/20 recommended budget includes:
- Program Space
- Restroom Renovation
- Public Address System
- Security Cameras

Chair Lai opened the public hearing, and there being no public testimony, closed the public hearing.

Board Member Bremond moved, and Board Member Isaak seconded, to recommend to
Council the approval of the FY 2019/20 budget as presented. The motion carried by the following vote:

Yes: 5 - Chair Lai
Vice Chair Bremond
Board Member Hwang
Board Member Isaak
Board Member Wang

No: 0

STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES

None.

NON-AGENDA ITEMS & COMMENTS

-Board Member Comments

The Board inquired about:
- Library staffing
- Library catalog being offered in multiple languages

-Staff Comments

Director Bojorquez informed the Board of the following:
- Update on various grants the Library has received.
- Trustees roles in other organizations.

ADJOURNMENT

Chair Lai adjourned the meeting at 7:44 p.m.

Memorandum

Sunnyvale

Date: **5/23/2019**

To: **Honorable Mayor and Member of the City Council**

From: **Jenni Carloni**

Subject: **Notification of Lack of Quorum at a Regularly Scheduled Housing and Human Services Commission (HHSC) Meeting**

CC: **David Carnahan, City Clerk**

In accordance with Administrative Policy - Chapter 1, Article 15: Boards and Commissions, this memo is to inform City Council that the HHSC did not have a quorum at their regularly scheduled meeting on May 22, 2019 and thus the meeting was cancelled.

Below is the attendance record for HHSC Members from the May 22 meeting:

- Commissioners Present: Josh Grossman (Vice Chair)
  Ken Hiremath
  Minjung Kwok

- Commissioners Absent: Diana Gilbert (Chair), personal leave, excused
  Elinor Stetson, personal leave, excused
  Patti Evans, unknown reason, unexcused

- 1 Vacancy

City of Sunnyvale

Meeting Minutes - Draft
Parks and Recreation Commission

Wednesday, May 22, 2019	**7:00 PM**	**Neighborhood Room - Recreation Center, Sunnyvale Community Center, 550 E. Remington Dr., Sunnyvale, CA 94087**

Special Meeting: Joint Meeting with Arts Commission

CALL TO ORDER

Chair Kenton called the meeting to order at 7:12 p.m. in the Neighborhood Room at the Recreation Center.

SALUTE TO THE FLAG

Chair Kenton led the salute to the flag.

ROLL CALL

Present:	3 -	Chair Ralph Kenton
		Vice Chair Daniel McCune
		Commissioner Prakash Giri
Absent:	2 -	Commissioner Henry Alexander III
		Commissioner Craig Pasqua

Commissioner Alexander III's absence is excused.
Commissioner Pasqua's absence is excused.
Council Liaison Smith absent

ROLL CALL: Arts Commission

Chair Vaughan - present
Vice Chair Eskridge - present
Commissioner Rogers - present
Commissioner Serrone - present
Commissioner Gluckman - present

Council Liaison Larsson absent

PRESENTATION

19-0200 PRESENTATION - Age-Friendly Update

Community Services Manager Tracey Gott, gave an update on Age-Friendly Sunnyvale. Highlights included:
- What is Age-Friendly
- Library and Community Services Department Age-Friendly Process
- Next Steps

Commissioners inquired/commented:
- In survey, are items broken down by service?
- Were all survey responses from seniors?
- Were comments from a certain part of town?
- Any specific comments/concerns on access to parks and amenities?
- Were most taking the survey 60 and older?
- Doesn't seem like a large number took it.
- Will information be available from focus groups and minutes taken at focus groups?

Ms. Gott commented:
- Items are broken down by domain and each domain had a subset.
- Anyone sent the survey had access. Results taken in focus groups and at Senior Center were mainly older adults.
- We received comments from a variety of locations, including near the Senior Center, by mobile home parks and senior living areas.
- Most were about easier access and transportation. Others comments on seating in and shade in areas.
- Seniors are 50+, there was a variety of ages.
- Overall, we are always evolving and over the 3-year development, we can reevaluate and change goals. We want this to be fluid and for it to be a way for the Senior Center to align and work towards community goals.
- We will be updating the age-friendly webpage and hope to have a draft of the report by August.

ORAL COMMUNICATIONS

None

PUBLIC HEARINGS/GENERAL BUSINESS

2 19-0172 Review of Fiscal Year 2019/20 Recommended Budget

Director of Finance, Tim Kirby, provided an overview of the City's Recommended Budget for Fiscal Year 2019/20. Mr. Kirby included information on the City's 20-year financial plan, technology enhancements, service delivery and the budget structure and process.

Commissioners inquired/commented:
- Do we get taxes from Airbnb rentals?
- Do we lose taxes from stores when they leave?
- Is the pension fund part of the reserves?
- Are salary increases automatically budgeted in?
- Do businesses pay property tax?
- Is it a 2-year budget cycle? 1-year operating, the other projects?
- Is project fund strictly for renovation? (speaking on a specific item)
- Is Sense of Place part of Park Dedication fees?
- Is Sense of Place part of Art?
- Didn’t we add a few parks this year?
- Is it possible to add more money for art to the Civic Center budget?

Mr. Kirby commented:
- Yes, if ran through Airbnb, the City receives taxes.
- Yes, we lose taxes from businesses when they leave. We are the second lowest in the County. San Jose is the lowest. Both cities are not heavy in retail.
- No, we account for pensions by paying CalPERS directly to fund those retired and the employees currently on payroll.
- Performance is individual to employee. We generally just budget cost of living. It is not automatically budgeted, it is negotiated.
- Yes, businesses pay property tax.
- We focus on operating one year and projects the next. We are currently working on projects.
- Yes, those are restricted fees.
- No, Sense of Place and Park Dedication are separate fees.
- No, Sense of Place is not part of Art. It is for aesthetic improvements. If you go from business to residential, these fees will make it more friendly for the residents.
- Park Dedication Funds paid for the new parks (Seven Seas and at old Corn Palace development). They’ll also be a new park at 1 AMD Place.
- Once an update comes out on the MPPA, information will be provided about the amount available for art at the new Civic Center. Public Art is part of the Civic

Center budget and the Arts Commission will have input. You are also welcome to attend council meetings and advocate for more art during the Public Hearing portion at Council.

No action was taken by commisions.

STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES

None

NON-AGENDA ITEMS & COMMENTS

-Commissioner Comments

None

-Staff Comments

Superintendent of Community Services Damon Sparacino, shared that staff will be providing the commissioners with a Superintendent's Report at each meeting. The May 22 report covered a variety of upcoming events, as well as shared information on Summer Camps and Swim Lessons fee waivers, Teen Fitness Challenge and past event updates.

ADJOURNMENT

Chair Kenton adjourned the meeting at 8:23 p.m.

City of Sunnyvale

Meeting Minutes - Draft
Arts Commission

Wednesday, May 22, 2019	**6:00 PM**	**Neighborhood Room - Recreation Center, Sunnyvale Community Center, 550 E. Remington Dr., Sunnyvale, CA 94087**

Special Meeting: AIPD Presentation

CALL TO ORDER

Chair Vaughan called the meeting to order at 6:05 p.m. in the Neighborhood Room at the Recreation Center.

SALUTE TO THE FLAG

Chair Vaughan led the salute to the flag.

ROLL CALL

Present: 4 - Chair Susannah Vaughan
Vice Chair Dawna Eskridge
Commissioner Julie Rogers
Commissioner Sue Serrone

Absent: 1 - Commissioner Jeremie Gluckman

Commissioner Gluckman arrived at 6:15 p.m.
Council Liaison Larsson present

ORAL COMMUNICATIONS

None

CONSENT CALENDAR

1.A 19-0069 Approve the Arts Commission Meeting Minutes of February 20, 2019

Commissioner Rogers moved and Commissioner Eskridge seconded the motion to approve the Arts Commission Minutes of February 20, 2019 as submitted. The morion carried by the following vote:

Yes: 4 - Chair Vaughan
Vice Chair Eskridge
Commissioner Rogers
Commissioner Serrone

No: 0

Absent: 1 - Commissioner Gluckman

1.B 19-0455 Approve the Arts Commission Meeting Minutes of February 25, 2019

Commissioner Rogers moved and Commissioner Eskridge seconded the motion to approve the Arts Commission Minutes of February 25, 2019 as submitted. The morion carried by the following vote:

Yes: 4 - Chair Vaughan
Vice Chair Eskridge
Commissioner Rogers
Commissioner Serrone

No: 0

Absent: 1 - Commissioner Gluckman

PUBLIC HEARINGS/GENERAL BUSINESS

2 19-0433 Approve Art in Private Development Project - OTO Development (Hilton Garden Inn)/767 N. Mathilda Ave.

Community Services Coordinator, Kristin Dance, introduced Steve Dolan from the Andrea Schwartz Gallery. Mr. Dolan, advisor of the project, provided a presentation on the proposed artwork to be located at 767 N. Mathilda Ave. The presentation reviewed site specifics such as placement of the proposed artwork, consideration of vehicular and path traffic and visibility, how piece will complement nearby pieces, as well as the inspiration of the artwork.

The Commissioners inquired:
- Clarification of location.
- Will an artistic statement about the piece be nearby?
- Are LED lights on the piece?
- Have you considered making the piece move?
- Is lighting in the foliage?
- Can you walk around the piece?
- Who’s in charge of the maintenance?
- Is there public access for parking?

- Is there above viewing for the public?
- Is the piece reflective?

Mr. Dolan commented:
- Clarified location as the former Bold Knight, located across the street from Hobee's on Mathilda.
- There is always a plan for a plaque. Can add additional information about piece.
- Lights are embedded in path, not on piece.
- Seismic and other costs for movement would take up too much of the budget.
- Ms. Dance noted that codes may deter movement as a distraction.
- Lighting is on a paved area.
- Yes, you can walk around the piece.
- The hotel is responsible.
- Ms. Dance noted that if the City noticed it was not being maintained, a note would be sent to the owners.
- Yes, there are parking on both sides.
- Mary Beth Stedman from OTO/Hilton mentioned that it is a public space and that staff would allow viewing of the piece.
- There is paint on it, like that of a plane. No more reflective than your car windows.

Commissioner Rogers moved and Commissioner Eskridge seconded the motion to approve the artwork as proposed. The motion carried by the following vote:

Yes: 5 - Chair Vaughan
Vice Chair Eskridge
Commissioner Gluckman
Commissioner Rogers
Commissioner Serrone

No: 0

STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES

Commissioner Eskridge asked about a gallery space. Superintendent Sparacino noted that on June 18, information on the Master Plan for Public Art will be heard at a council study session and that commissioners could attend. Superintendent Sparacino noted that information would be brought back to an upcoming Arts Commission meeting.Commissioner Serrone asked about additional funding opportunities. Ms. Dance and Superintendent Sparacino shared information on the process and noted that the Director of Finance would be at our next meeting further discussing budget. Ms. Dance informed the commissioners that opportunities were forthcoming for their input for upcoming capital projects.

NON-AGENDA ITEMS & COMMENTS

-Commissioner Comments

Chair Vaughan thanked everyone for their assistance at Hands on the Arts and shared information on the Musical Playground. Chair Vaughan saw youth playing with it and was pleased with it.

Commissioner Gluckman shared information on the upcoming Unity Gathering on May 29.

-Staff Comments

None

ADJOURNMENT

Chair Vaughan adjourned the meeting at 6:58 p.m.

City of Sunnyvale

Meeting Minutes - Draft
Arts Commission

Wednesday, May 22, 2019	**7:00 PM**	**Neighborhood Room - Recreation Center, Sunnyvale Community Center, 550 E. Remington Dr., Sunnyvale, CA 94087**

Special Meeting: Joint Meeting with Parks & Recreation Commission

CALL TO ORDER

Chair Kenton from the Parks and Recreation Commission called the meeting to order at 7:12 p.m. in the Neighborhood Room at the Recreation Center.

SALUTE TO THE FLAG

Chair Kenton from the Parks and Recreation Commission led the salute to the flag.

ROLL CALL: Arts Commission

Present: 5 - Chair Susannah Vaughan
Vice Chair Dawna Eskridge
Commissioner Jeremie Gluckman
Commissioner Julie Rogers
Commissioner Sue Serrone

Council Liaison Larsson absent

ROLL CALL: Parks and Recreation Commission

Chair Kenton - present
Vice Chair McCune - present
Commissioner Alexander III - absent
Commissioner Pasqua - absent
Commissioner Giri - present

Commissioner Alexander III's absence is excused.
Commissioner Pasqua's absence is excused.
Council Liaison Smith absent

PRESENTATION

19-0222 PRESENTATION - Age-Friendly Update

Community Services Manager Tracey Gott, gave an update on Age-Friendly Sunnyvale. Highlights included:
- What is Age-Friendly
- Library and Community Services Department Age-Friendly Process
- Next Steps

Commissioners inquired/commented:
- In survey, are items broken down by service?
- Were all survey responses from seniors?
- Were comments from a certain part of town?
- Any specific comments/concerns on access to parks and amenities?
- Were most taking the survey 60 and older?
- Doesn't seem like a large number took it.
- Will information be available from focus groups and minutes taken at focus groups?

Ms. Gott commented:
- Items are broken down by domain and each domain had a subset.
- Anyone sent the survey had access. Results taken in focus groups and at Senior Center were mainly older adults.
- We received comments from a variety of locations, including near the Senior Center, by mobile home parks and senior living areas.
- Most were about easier access and transportation. Others comments on seating in and shade in areas.
- Seniors are 50+, there was a variety of ages.
- Overall, we are always evolving and over the 3-year development, we can reevaluate and change goals. We want this to be fluid and for it to be a way for the Senior Center to align and work towards community goals.
- We will be updating the age-friendly webpage and hope to have a draft of the report by August.

ORAL COMMUNICATIONS

None

PUBLIC HEARINGS/GENERAL BUSINESS

2 19-0527 Review and Approve FY 2019/20 Recommended Budget

Director of Finance, Tim Kirby, provided an overview of the City's Recommended Budget for Fiscal Year 2019/20. Mr. Kirby included information on the City's 20-year financial plan, technology enhancements, service delivery and the budget structure and process.

Commissioners inquired/commented:
- Do we get taxes from Airbnb rentals?
- Do we lose taxes from stores when they leave?
- Is the pension fund part of the reserves?
- Are salary increases automatically budgeted in?
- Do businesses pay property tax?
- Is it a 2-year budget cycle? 1-year operating, the other projects?
- Is project fund strictly for renovation? (speaking on a specific item)
- Is Sense of Place part of Park Dedication fees?
- Is Sense of Place part of Art?
- Didn't we add a few parks this year?
- Is it possible to add more money for art to the Civic Center budget?

Mr. Kirby commented:
- Yes, if ran through Airbnb, the City receives taxes.
- Yes, we lose taxes from businesses when they leave. We are the second lowest in the County. San Jose is the lowest. Both cities are not heavy in retail.
- No, we account for pensions by paying CalPERS directly to fund those retired and the employees currently on payroll.
- Performance is individual to employee. We generally just budget cost of living. It is not automatically budgeted, it is negotiated.
- Yes, businesses pay property tax.
- We focus on operating one year and projects the next. We are currently working on projects.
- Yes, those are restricted fees.
- No, Sense of Place and Park Dedication are separate fees.
- No, Sense of Place is not part of Art. It is for aesthetic improvements. If you go from business to residential, these fees will make it more friendly for the residents.
- Park Dedication Funds paid for the new parks (Seven Seas and at old Corn Palace development). They'll also be a new park at 1 AMD Place.
- Once an update comes out on the MPPA, information will be provided about the amount available for art at the new Civic Center. Public Art is part of the Civic

Center budget and the Arts Commission will have input. You are also welcome to attend council meetings and advocate for more art during the Public Hearing portion at Council.

No action was taken by commisions.

STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES

None

NON-AGENDA ITEMS & COMMENTS

-Commissioner Comments

None

-Staff Comments

Superintendent of Community Services Damon Sparacino, shared that staff will be providing the commissioners with a Superintendent's Report at each meeting. The May 22 report covered a variety of upcoming events, as well as shared information on Summer Camps and Swim Lessons fee waivers, Teen Fitness Challenge and past event updates.

ADJOURNMENT

Chair Kenton from the Parks and Recreation Commission adjourned the meeting at 8:23 p.m.

City of Sunnyvale

Agenda Item

19-0515 **Agenda Date:** 6/11/2019

Tentative Council Meeting Agenda Calendar

City of Sunnyvale

Tentative Council Meeting Agenda Calendar

Tuesday, June 18, 2019 - City Council

Closed Session

19-0273 5:00 P.M. SPECIAL COUNCIL MEETING (Closed Session)
Closed Session held pursuant to California Government Code Section 54957.6:
CONFERENCE WITH LABOR NEGOTIATORS
Agency designated representatives: Tina Murphy, Director of Human Resources; Kent Steffens, City Manager
Employee organization: Sunnyvale Managers Association (SMA) and Sunnyvale Employees Association (SEA)

Study Session

19-0424 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
Master Plan for Public Art - Preliminary Findings and Recommendations

Special Order of the Day

19-0075 SPECIAL ORDER OF THE DAY - Ceremonial Oath of Office for Board and Commission Members

Public Hearings/General Business

19-0362 Report on California Voting Rights Act Community Education and Outreach Phase I and Potential Direction on Substance of a March 2020 Ballot Measure to Amend the City Charter to Implement City Council By-District Elections

Tuesday, June 25, 2019 - City Council

Closed Session

19-0324 5:00 P.M. SPECIAL COUNCIL MEETING (Closed Session)
Closed Session held pursuant to California Government Code Section 54957.6:
CONFERENCE WITH LABOR NEGOTIATORS
Agency designated representatives: Council Compensation Subcommittee Members Glenn Hendricks, Larry Klein, Russ Melton
Unrepresented employee: City Attorney

19-0274 6:00 P.M. SPECIAL COUNCIL MEETING (Closed Session)
Closed Session held pursuant to California Government Code Section

54957.6:
CONFERENCE WITH LABOR NEGOTIATORS
Agency designated representatives: Tina Murphy, Director of Human Resources; Kent Steffens, City Manager
Employee organization: Sunnyvale Managers Association (SMA) and Sunnyvale Employees Association (SEA)

Public Hearings/General Business

19-0224 Authorize the City Manager or His Designee to Waive Transient Occupancy Taxes for Short-term Rental Hosts Who Come into Full Compliance with the Sunnyvale Municipal Code.

19-0319 FY 2019/20 General Fund Human Services Grant Funding Allocations

19-0327 Adopt a Resolution to Approve the Final Engineer's Report, Confirm the Assessment, and Levy and Collect an Annual Assessment for The Downtown Parking Maintenance District for Fiscal Year 2019/20

19-0358 City Council Adoption of the FY 2019/20 Budget, Fee Schedule, and Appropriations Limit and Sunnyvale Financing Authority Adoption of the FY 2019/20 Budget

19-0376 Proposed Utility Rate Increases for FY 2019/20 Rates for Water, Wastewater, and Solid Waste Utilities for Services Provided to Customers Within and Outside City Boundaries; Finding of CEQA Exemption Pursuant to Public Resource Code Section 21080(b)(8) and CEQA Guidelines Section 15273

19-0551 Adopt a Resolution to Cause Charges for Non-Payment of Delinquent Utility Charges to be placed on the FY 2019/20 County of Santa Clara Property Tax Roll

19-0625 Agreement Extension between the City of Sunnyvale and Google to Reimburse the City for the Planning, Development and Engineering Services Related to Google and City Transportation Projects for four additional years

Tuesday, July 16, 2019 - City Council

Special Order of the Day

19-0315 SPECIAL ORDER OF THE DAY - Parks and Recreation Month

Public Hearings/General Business

19-0381 Telecommunications Facilities in Right of Way - Overview of Design Criteria

19-0491 Adopt a Resolution Confirming the Report and Assessment List for Unpaid Administrative Citations to be Placed on the FY 2019/20 County of Santa Clara Property Tax Roll, and Find that this Action is Exempt from CEQA

19-0610 REQUEST FOR CONTINUANCE TO JULY 30, 2019.
Updates to the Design Guidelines for the Murphy Station Heritage Landmark District: Adopt a Resolution Updating the Design Guidelines for the Murphy Station Heritage Landmark District, and Find that the Action is Exempt from CEQA Pursuant to CEQA Guideline Sections 15308 and 15061(b)(3). (Study Issue)

Tuesday, July 30, 2019 - City Council

Public Hearings/General Business

19-0275 Consider Amending (1) the Salary Schedule of the City's Salary Resolution to Increase the Control Point for the City Attorney Classification and (2) the Employment Agreement between the City of Sunnyvale and City Attorney John A. Nagel to Increase the Salary

19-0519 Proposed Project: To consider a public engagement plan that allows for a preparation of a Village Center Precise Plan for a 7.81-acre site.
Location: Street 102-166 E. Fremont Ave. (APNs: 309-01-002, 006, and 009) and 1300 Sunnyvale Saratoga Road (APN: 309-01-007)
File #: 2018-7632
Zoning: Neighborhood Business with a Planned Development Combining District (C-1-PD)
Applicant / Owner: True Life Companies /Fremont Corners, Inc Et Al, Gahrahmat Family Lpii LP, Au Energy LLC (owner)
Environmental Review: Exempt from further environmental review pursuant to Section 15378 (a) of the California Environmental Quality Act. The Public Engagement Plan is not considered a project 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.
Project Planner: Cindy Hom, (408) 730-7411, Chom@sunnyvale.ca.gov

19-0594 Updates to the Design Guidelines for the Murphy Station Heritage Landmark District: Adopt a Resolution Updating the Design Guidelines for the Murphy Station Heritage Landmark District, and Find that the Action is Exempt from CEQA Pursuant to CEQA Guideline Sections 15308 and 15061(b)(3). (Study Issue)

Tuesday, August 13, 2019 - City Council

Study Session

19-0110 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
Board and Commission Interviews (as needed)

Presentation

19-0435 PRESENTATION - Overview of Census 2020

Public Hearings/General Business

19-0126 Proposed Project: General Plan Amendment Initiation request to study changing the General Plan designation of the site from Commercial to Medium Density Residential
Location: 870 W. Evelyn Street (APNs:165-16-004)
File #: 2019-7298
Zoning: C4
Applicant / Owner: Trumark Homes
Environmental Review: The project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378(a).
Project Planner: Margaret Netto, (408) 730-7628, mnetto@sunnyvale.ca.gov

19-0530 Proposed Project: General Plan Amendment Initiation request to study changing the General Plan designation of the site from Low Medium Density Residential to High Density Residential.
Location: 828 Morse Avenue and 560 W. Ahwanee Avenue on Drive (APN: 204-08-027 and 204-08-029)
File #: 2019-7301
Zoning: R-3
Applicant / Owner: FNZ Architects Inc. (applicant) / Sia Vassoughi (owner)
Environmental Review: The project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378(a).
Project Planner: Ryan Kuchenig, (408) 730-7431, rkuchenig@sunnyvale.ca.gov

Tuesday, August 27, 2019 - City Council

Public Hearings/General Business

19-0230 Appoint Applicants to Boards and Commissions (as needed)

19-0649 Approve the updates to Council Policy 7.2.19 Boards and Commissions as Recommended by the Council Subcommittee on Board and Commission Bylaws

Tuesday, September 10, 2019 - City Council

Special Order of the Day

19-0232 SPECIAL ORDER OF THE DAY - Ceremonial Oath of Office for Board and Commission Members (as needed)

19-0316 SPECIAL ORDER OF THE DAY - Senior Initiative - Active Aging Week

Public Hearings/General Business

19-0096 Agenda Items Pending - to be scheduled

Tuesday, September 24, 2019 - City Council

Public Hearings/General Business

19-0112 Agenda Items Pending - to be scheduled

19-0369 Provide a Comprehensive Review and Update of Title 6 (Animals) of the Sunnyvale Municipal Code to Amend, Modernize, and Reorganize Content

Tuesday, October 8, 2019 - City Council

Special Order of the Day

19-0317 SPECIAL ORDER OF THE DAY - Arts and Humanities Month

Public Hearings/General Business

19-0113 Agenda Items Pending - to be scheduled

Tuesday, October 29, 2019 - City Council

Closed Session

19-0325 6:00 P.M. SPECIAL COUNCIL MEETING (Closed Session)
Closed Session held pursuant to California Government Code Section 54957:
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: City Manager

Public Hearings/General Business

19-0611 Adoption of the California Fire Code

19-0624 Introduction of Ordinance: Amending Various Sections of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code to Adopt by Reference the 2019 California Building, Residential, Mechanical, Plumbing, Electrical, Building Standards Administrative, Energy, Historical Building, Existing Building, and Green Building Standards Codes, and the International Property Maintenance Code, with Local Amendments and Related Findings.

Tuesday, November 5, 2019 - City Council

Study Session

19-0228 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
Board and Commission Interviews (as needed)

Tuesday, November 12, 2019 - City Council

Closed Session

19-0278 6:00 P.M. SPECIAL COUNCIL MEETING (Closed Session)
Closed Session held pursuant to California Government Code Section 54957:
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: City Manager and City Attorney

Public Hearings/General Business

19-0127 2019 3rd Quarterly Consideration of General Plan Amendment Initiation Requests

Tuesday, December 3, 2019 - City Council

Closed Session

19-0276 6:00 P.M. SPECIAL COUNCIL MEETING (Closed Session)
Closed Session held pursuant to California Government Code Section 54957:
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: City Manager and City Attorney

Public Hearings/General Business

19-0231 Appoint Applicants to Boards and Commissions (as needed)

Tuesday, December 10, 2019 - City Council

Closed Session

19-0326 5:00 P.M. SPECIAL COUNCIL MEETING (Closed Session)
Closed Session held pursuant to California Government Code Section 54957:
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: City Manager and City Attorney

Study Session

19-0234 6:45 P.M. SPECIAL COUNCIL MEETING (Study Session)
Discussion of Upcoming Selection of Vice Mayor for 2020

Special Order of the Day

19-0233 SPECIAL ORDER OF THE DAY - Ceremonial Oath of Office for Board and Commission Members (as needed)

Public Hearings/General Business

19-0247 Adopt a Resolution Approving the City Council Regular Meeting Calendar for 2020 through February 2021

Tuesday, January 7, 2020 - City Council

Public Hearings/General Business

19-0119 Agenda Items Pending - to be scheduled

Tuesday, January 14, 2020 - City Council

Public Hearings/General Business

19-0120 Agenda Items Pending - to be scheduled

Thursday, January 30, 2020 - City Council

Public Hearings/General Business

19-0123 8:30 A.M. SPECIAL COUNCIL MEETING
Strategic Session - Policy Prioritization Workshop
Location: TBD

Tuesday, February 4, 2020 - City Council

Study Session

19-0229 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
Board and Commission Interviews (as needed)

Public Hearings/General Business

19-0128 2019 4th Quarterly Consideration of General Plan Amendment Initiation Requests

Tuesday, February 25, 2020 - City Council

Public Hearings/General Business

19-0122 Agenda Items Pending - to be scheduled

Thursday, February 27, 2020 - City Council

Public Hearings/General Business

19-0124 8:30 A.M. SPECIAL COUNCIL MEETING
Study/Budget Issues Workshop

Date to be Determined - City Council

Public Hearings/General Business

18-0416	Eco-district Feasibility and Incentives (Study Issue ESD 13-05C)
18-0653	Approve the Bernardo Avenue Undercrossing Design Options and Selection of a Preferred Design Alternative
19-0493	Climate Action Playbook
19-0592	City Hall Schematic Design