



# City of Sunnyvale

## Notice and Agenda City Council

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Tuesday, July 30, 2019

6:00 PM

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

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

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

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

#### **2 Roll Call**

#### **3 Public Comment**

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

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

[19-0751](#)

SPECIAL COUNCIL MEETING (Closed Session)

Closed Session pursuant to Government Code Section  
54956.8:

CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: 725 Kifer Road, Sunnyvale

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

Negotiating party: Sunnyvale Community Services

Under negotiation: Price and Terms of Payment

#### **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**

[19-0766](#)

SPECIAL ORDER OF THE DAY - Recognition of Deputy Chief of Police Services Upon His Retirement

### **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**    [19-0681](#)            Approve City Council Meeting Minutes of July 16, 2019

**Recommendation:** Approve the City Council Meeting Minutes of July 16, 2019 as submitted.

**1.B**    [19-0477](#)            Approve the List(s) of Claims and Bills Approved for Payment by the City Manager



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

- 1.C    [19-0601](#)    Authorize the Issuance of Three Blanket Purchase Orders for Piping Supplies for Water and Sewer Services (F19-094)

**Recommendation:**

- Authorize the issuance of a blanket purchase order to Ferguson Enterprises, Inc. dba Ferguson Waterworks, R&B Co., and Core & Main LP in substantially the same form as Attachments 2, 3 and 4 respectively, not to exceed budgeted amounts.
- Reject the bid of Corix Water Products as non-responsive.
- Authorize the City Manager to renew the purchase orders for up to three additional one-year periods provided that pricing and service remain acceptable to the City.
- Authorize the City Manager to modify the purchase orders during the initial or additional one-year terms, within budgeted amounts.

- 1.D    [19-0706](#)    Award of Contract to Carollo Engineers, Inc. for Professional Design Services Associated with the Sunnyvale Cleanwater 2.1 Project: Existing Plant Rehabilitation - Split Flow and Approve Budget Modification No. 5 in the amount of \$3,157,011 (F19-179)

**Recommendation:** Take the following actions:

- Award a contract in substantially the same form as Attachment 1 to the report in the amount of \$7,315,615 to Carollo Engineers, Inc.,
- Authorize the City Manager to execute the contract when all necessary conditions have been met,
- Approve a 10% contingency in the amount of \$731,562, and
- Approve Budget Modification No. 5 to transfer \$197,380 from project 833130 and 833140 to project 833150 and appropriate an additional funding of \$3,157,011.

## **PUBLIC HEARINGS/GENERAL BUSINESS**

*If you wish to speak to a public hearing/general business item, please fill out a speaker card and give it to the City Clerk. You will be recognized at the time the item is being considered by Council. Each speaker is limited to a maximum of three minutes. For land-use items, applicants are limited to a maximum of 10 minutes for opening comments and 5 minutes for closing comments.*

- 2      [19-0275](#)      Consider Amending (1) the Salary Schedule of the City's Salary Resolution to Increase the Control Point for the City Attorney Classification by Six Percent and (2) the Employment Agreement between the City of Sunnyvale and City Attorney John A. Nagel to Increase the Salary by a Corresponding Amount

**Recommendation:** Staff makes no recommendation. This report is developed to facilitate conversation for the public hearing and action by the City Council.

- 3      [19-0750](#)      Proposed Project: To consider a Public Engagement Plan that allows for a preparation of a Village Center Precise Plan for four properties totaling 7.81 acres.  
Location: Street 102-166 E. Fremont Ave. (APNs: 309-01-002, 006, and 009) and 1300 Sunnyvale Saratoga Rd (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 CEQA Guidelines Section 15262 (feasibility and planning studies) and Section 15061(b)(3) (common sense exemption).  
Project Planner: Cindy Hom, (408) 730-7411, Chom@sunnyvale.ca.gov

**Recommendation:** Alternative 1: Approve Public Engagement Program (Attachment 7 to the report) and find that this action is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15262 (feasibility and planning studies) and Section 15061(b)(3) (common sense exemption).

- 4      [19-0715](#)      Recommendation to City Council on Adopting the Vision Zero Plan

**Recommendation:** Alternative 1: Adopt the Vision Zero Plan.

- 5      [19-0594](#)      CONTINUED FROM JULY 16, 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)

**Recommendation:** Alternative 1: Adopt a Resolution (Attachment 3 to the report) Updating the Design Guidelines for the Murphy Station Heritage Landmark District, and Find that the Action is Exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15308 and Section 15061(b)(3).

- 6      [19-0713](#)      Approve a Memorandum of Understanding between the City of Sunnyvale and the Sunnyvale Employees' Association/IFPTE Local 21; and Adopt Resolutions Amending the City's Salary Resolution and the Schedule of Pay to Increase Salaries for: 1) Pay Plan Category B (Employees Represented by the Sunnyvale Employees' Association/IFPTE Local 21), 2) Pay Plan Category G (Unrepresented Classified Confidential Employees), and 3) Pay Plan Category L (Part-Time Employees Represented by the Service Employee International Union Local 521)

**Recommendation:** Alternative 1: Authorize the City Manager to Execute the Memorandum of Understanding between the City of Sunnyvale and the Sunnyvale Employees' Association/IFPTE Local 21; and Adopt Resolutions Amending the City's Salary Resolution and the Schedule of Pay to Increase Salaries for: 1) Pay Plan Category B (Employees Represented by the Sunnyvale Employees' Association/IFPTE Local 21), 2) Pay Plan Category G (Unrepresented Classified Confidential Employees), and 3) Pay Plan Category L (Part-Time Employees Represented by the Service Employee International Union Local 521).

- 7      [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.

**Recommendation:** Alternative 1: 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.

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

**NON-AGENDA ITEMS & COMMENTS**

-Council

-City Manager

**INFORMATION ONLY REPORTS/ITEMS**

*Visit [Sunnyvale.ca.gov/TCMAC](http://Sunnyvale.ca.gov/TCMAC) to view the Tentative Council Meeting Agenda Calendar (TCMAC) online. The TCMAC is updated each Thursday afternoon.*

<a href="#">19-0626</a>	Tentative Council Meeting Agenda Calendar
<a href="#">19-0125</a>	Board/Commission Meeting Minutes
<a href="#">19-0583</a>	Information/Action Items
<a href="#">19-0711</a>	Staff Responses to City Council Questions and Feedback on the Draft Climate Action Playbook (CAP 2.0) from Council Study Session on March 26, 2019 (Information Only)

**ADJOURNMENT**

**NOTICE TO THE PUBLIC**

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

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

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

**Planning a presentation for a City Council meeting?**

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

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**19-0751**

**Agenda Date:** 7/30/2019

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SPECIAL COUNCIL MEETING (Closed Session)

Closed Session pursuant to Government Code Section 54956.8:

CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: 725 Kifer Road, Sunnyvale

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

Negotiating party: Sunnyvale Community Services

Under negotiation: Price and Terms of Payment



# City of Sunnyvale

## Agenda Item

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**19-0766**

**Agenda Date:** 7/30/2019

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SPECIAL ORDER OF THE DAY - Recognition of Deputy Chief of Police Services Upon His Retirement



# City of Sunnyvale

## Agenda Item

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**19-0681**

**Agenda Date:** 7/30/2019

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**SUBJECT**

Approve City Council Meeting Minutes of July 16, 2019

**RECOMMENDATION**

Approve the City Council Meeting Minutes of July 16, 2019 as submitted.





# City of Sunnyvale

## Meeting Minutes - Draft City Council

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Tuesday, July 16, 2019

7:00 PM

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

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### Regular Meeting - 7 PM

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

#### **CALL TO ORDER**

Mayor Klein called the meeting to order at 7:05 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 on July 8, 2019 the Council met in 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 Employees Association (SEA); nothing to report.

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

[19-0315](#) SPECIAL ORDER OF THE DAY - Parks and Recreation  
Month

Mayor Klein presented a proclamation to Interim Director of Library and Community Services Cherise Brandell and Director of Public Works Chip Taylor in recognition of Parks and Recreation Month.

[19-0754](#) SPECIAL ORDER OF THE DAY -Recognition of Solid Waste

### Programs Division Manager Upon His Retirement

Mayor Klein presented a proclamation to Solid Waste Programs Division Manager Mark Bowers in recognition of his years of service to the City.

### **PRESENTATION**

None.

### **ORAL COMMUNICATIONS**

Steve Scandalis requested Council consider simultaneously preparing 6-member district, with a directly elected mayor, voting system maps and 7 member district voting system maps to be used in the event that the planned ballot measure fails.

Alexander Herman, Master Councilor of Santa Clara DeMolay provided information regarding the organization's mission and of the "Obligatory Days" program.

### **CONSENT CALENDAR**

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

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

**1.A**     [19-0469](#)     Approve City Council Meeting Minutes of June 25, 2019

Approve the City Council Meeting Minutes of June 25, 2019 as submitted.

**1.B**     [19-0753](#)     Approve City Council Meeting Minutes of July 8, 2019

Approve the City Council Meeting Minutes of July 8, 2019 as submitted.

**1.C**     [19-0476](#)     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**      [19-0553](#)      Approve the First Amendment to Service Agreement with InfoSend, Inc. for Utility Billing Notification Services

Authorize the City Manager to execute the First Amendment to the Service Agreement with InfoSend, Inc., in substantially the same form as Attachment 1 of the report, for utility bill notification services to increase the not to exceed amount by \$88,445 for a new not to exceed amount of \$338,445.

- 1.E**      [19-0641](#)      Reject the Sole Bid Received for PW19-16 for Performing Arts Infrastructure-Orchestra Pit Cover Renovation, Award of Bid No. PW19-25 to Tochi for Performing Arts Infrastructure-Orchestra Pit Cover Renovation Re-Bid, and make a Finding of California Environmental Quality Act (CEQA) Categorical Exemption

Take the following actions:

- Reject the sole bid received in response to Invitation for Bids PW19-16 for Performing Arts Infrastructure-Orchestra Pit Cover Renovation
- Make a finding of categorical exemption from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15302(c) for replacement or reconstruction of existing utility systems and/or facilities
- Award a contract in substantially the same form as Attachment 3 to the report in the amount of \$188,800 to Tochi of San Jose for the Performing Arts Infrastructure-Orchestra Pit Cover Renovation Re-Bid
- Authorize the City Manager to execute the contract when all necessary conditions have been met
- Approve a 10% construction contingency in the amount of \$18,880

- 1.F**      [19-0656](#)      Award of Contract to Citilabs, Inc. for Consultant Services Associated with Travel Demand Model Update 2018 (F19-044) and Approval of Budget Modification No. 2

Take the following actions:

- Award a contract in substantially the same form as Attachment 1 to the report in the amount of \$230,596 to Citilabs, Inc.
- Authorize the City Manager to execute the contract when all necessary conditions have been met
- Approve a contingency in the amount of \$23,060
- Approve Budget Modification No. 2 in the amount of \$47,529

- 1.H**      [19-0559](#)      Award of Contract to Ascent Environmental, Inc. for Updates to the Air Quality and Noise Elements of the Sunnyvale General Plan (F18-309)

Take the following actions:

- Award a contract in substantially the same form as Attachment 1 to the report in the amount of \$113,485 to Ascent Environmental, Inc.
- Authorize the City Manager to execute the contract when all necessary conditions have been met
- Approve a 10% contingency in the amount of \$11,349

- 1.G**      [19-0608](#)      Award of Contract to BAE Urban Economics, Inc. for Economic Development Strategic Plan Preparation and Approval of Budget Modification No. 1 in the amount of \$12,728 (F19-088)

Take the following actions:

- Award a contract in substantially the same form as Attachment 1 to the report in the amount of \$102,480 to BAE Urban Economics, Inc.
- Authorize the City Manager to execute the contract when all necessary conditions have been met
- Approve a 10% contingency in the amount of \$10,248
- Approve Budget Modification No. 1 to appropriate \$12,728 to provide project funding

- 1.I**      [19-0719](#)      Approve a Second Amendment to Consultant Services Agreement with CDM Smith to Support the Application and Administration of a Water Infrastructure Financing and Innovation Act (WIFIA) Loan and Approve Budget Modification No. 3 in the amount of \$847,007

Take the following actions:

- Approve the Second Amendment to Consultant Services Agreement with CDM Smith, in substantially the same for as Attachment 1 to the report, increasing the not to exceed amount by \$847,007 for a new not to exceed amount of \$16,823,046
- Authorize the City Manager to execute the Second Amendment when all necessary conditions have been met
- Approve Budget Modification No. 3 in the amount of \$897,007 to fund financing support for the Sunnyvale Clean Water Program

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

- 2**      [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)

Public Hearing opened at 7:19 p.m.

No speakers.

Public Hearing closed at 7:19 p.m.

MOTION: Vice Mayor Melton moved and Councilmember Hendricks seconded the motion to continue this item to the City Council meeting of July 30, 2019.

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**      [19-0699](#)      Sunnyvale Historical Society and Museum Association's Proposed Expansion of the Sunnyvale Heritage Park Museum

Superintendent of Parks and Golf Jim Stark provided the staff report and presentation.

Laura Babcock, Founder and Volunteer Director, Heritage Museum presented the association's presentation.

Public Hearing opened at 8:31 p.m.

George Kaprelian shared his opposition of the project.

Ralph Kenton, Parks and Recreation Commission Chair spoke towards the Commission's recommendation.

Bob Shouse shared his support of the project.

Beth Gibson shared her opposition of the project.

Jeff Lawson shared his opposition of the project.  
Jeannine Avila shared her opposition of the project.  
Lorraine Guerrero shared her opposition of the project.  
Rich Surprenant shared his opposition of the project.  
Lisa Fischer-Colbrie shared her opposition of the project.  
Dennis Mueller shared his support of the project.  
Pamela Putman shared her support of the project.  
Rita Welsh shared her opposition of the project.  
Ethelita Wallace shared her opposition of the project.  
John Hall shared his opposition of the project.  
Maria Hamilton shared her opposition of the project.  
Catherine Rode commented that the loss of orchards is not due to the museum.  
Janet Hamma shared her opposition of the project.  
David Curley shared his opposition of the project.  
Ken Cook shared his opposition of the project.  
George Hamma shared his opposition of the project.  
Nan Mehan shared her opposition of the project.  
Niki Canota shared her opposition of the project.  
Mickey Ju shared his opposition of the project.  
Rich Robertson shared his opposition of the project.  
Arthur Low shared his opposition of the project.  
Henry Crossfield spoke on the agenda item.  
Mara Beckerman Sneiderman shared her opposition of the project.  
Janet Harford shared her opposition of the project.  
David Ginsborg shared his opposition of the project.  
Margaret Lawson shared her support of the project.  
Mike Serrone shared his support of the project.

Council recessed at 9:41 p.m. and reconvened at 9:47 p.m. with all Councilmembers present.

Jim Van Pernis shared his support of the project.  
Josh Grossman commented on Study Issue DPW 17-05 and suggested waiting for the Study Issue to be completed before deciding on this request.  
Debbie Pitsch shared her opposition of the project.  
Eri shared her opposition of the project.  
Janice Havey shared her support of the project.  
Dixie Larsen shared her support of the project.  
Richard Mehlinger shared his support of the project.

Chon Pong Ng shared his opposition of the project.  
Ginger Wolnik shared her support of the project.  
Steve Scandalis shared his opposition of the project.  
Colleen Haggerty shared her opposition of the project.  
Martin Pyne commented regarding the slippery slope fallacy.  
John Pitsch shared his opposition of the project.  
Joan Sire shared her opposition of the project.  
Carol Holmgren shared her support of the project.  
Zachary Kaufman shared his opposition of the project.  
Charlie Olsen shared his opposition of the project.  
Julia Miller shared her support of Alternate 3 or Alternate 2.

Public Hearing closed at 10:35 p.m.

MOTION: Councilmember Hendricks moved and Councilmember Smith seconded the motion to direct staff to develop modifications to the Orchard Heritage Park Master plan and associated agreements and documents, including appropriate California Environmental Quality Act (CEQA) review, of Alternative Plan 1 – add an addition to the Museum at the location preferred by Sunnyvale Historical Society and Museum Association (SHSMA), with all costs including CEQA (estimated \$25,000 to \$60,000) to be fully funded by SHSMA.

The motion carried with the following vote:

**Yes: 5 -** Mayor Klein  
Councilmember Larsson  
Councilmember Hendricks  
Councilmember Smith  
Councilmember Fong  
**No: 2 -** Vice Mayor Melton  
Councilmember Goldman

Council recessed at 11:12 p.m. and reconvened at 11:14 p.m. with all Councilmembers present.

- 4      [19-0700](#)      Updates to the Design Criteria for Wireless Telecommunication Facilities in the Public Right-of-Way: Adopt a Resolution to Update the Design Criteria for Processing Wireless Communication Facilities in the Public Right-of-Way,

and Find that the Action is Exempt from CEQA Pursuant to CEQA Guideline Section 15061(b) (3), and 15378(b).

Community Development Assistant Director Andrew Miner provided the staff report and presentation.

Public Hearing opened at 11:27 p.m.

Leon Beauchman, External Affairs Consultant, AT&T

Public Hearing closed at 11:41 p.m.

MOTION: Councilmember Hendricks moved and Councilmember Larsson seconded the motion to adopt a Resolution (Attachment 2) to Update the Design Criteria for Processing Wireless Telecommunication Facilities in the Public Right of Way, and Find that the Action is Exempt from the California Environmental Quality Act (CEQA) Pursuant to CEQA Guideline Sections 15061(b) (3) and 15378(b).

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**

MOTION: Councilmember Hendricks moved and Councilmember Larsson seconded the motion to hear Item 5.

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**

- 5**      [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

Finance Director Tim Kirby provided the staff report.

Public Hearing opened at 11:46 p.m.

No speakers.

Public Hearing closed at 11:46 p.m.

MOTION: Councilmember Hendricks moved and Councilmember Larsson seconded the motion to find that the action is exempt from California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15378 (b) (4) in that it is a governmental fiscal activity that does not involve any commitment to any specific project which may result in a potential significant impact on the environment and adopt a resolution confirming the amended Report and Assessment List for unpaid administrative fines to be placed on the FY 2019/20 County of Santa Clara Property Tax Roll.

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**

MOTION: Councilmember Smith moved and Councilmember Hendricks seconded the motion to hear the remainder of the agenda.

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 California United Water Conference as a Bay Area Water Supply and Conservation Agency Board Member. Key points from the conference were shared which focused on issues affecting the headwaters.

Councilmember Smith reported that the CalTrain Business Plan will be released within the week and includes three service level proposals. Council may want to provide input on preferred proposal. The comment period will be open for approximately one month.

Councilmember Smith shared her attendance at the Recycling and Waste Reduction Committee meeting. The Bay Area Air Quality Management District has released draft amendments to Regulation 13-2 to regulate odors produced by composting facilities which would impact Sunnyvale's SMaRT Station.

Councilmember Smith shared her attendance at policy committee meetings for Silicon Valley Clean Energy and League of California Cities.

Councilmember Fong shared his attendance at a Valley Transportation Authority State Route 85 Corridor Policy Advisory Committee meeting. The Committee approved moving forward with studying alternatives that would evaluate converting the median into a transit lane or express lane.

**NON-AGENDA ITEMS & COMMENTS**

**-Council**

None.

**-City Manager**

None.

**INFORMATION ONLY REPORTS/ITEMS**

- [19-0112](#) Information/Action Items
- [19-0381](#) Board/Commission Meeting Minutes
- [19-0622](#) Study Session Summary of April 15, 2019 - Draft Climate Action Playbook (Joint Study Session of the Sustainability Commission, Planning Commission, and Bicycle and Pedestrian Advisory Commission)
- [19-0637](#) Notice of Public Works Director's Decision on Final Maps (Information Only)
- [19-0387](#) Tentative Council Meeting Agenda Calendar

**ADJOURNMENT**

Mayor Klein adjourned the meeting at 11:53 p.m.



# City of Sunnyvale

## Agenda Item

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19-0477

Agenda Date: 7/30/2019

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### REPORT TO COUNCIL

#### **SUBJECT**

Approve the List(s) of Claims and Bills Approved for Payment by the City Manager

#### **BACKGROUND**

Pursuant to Sunnyvale Charter Section 802(6), the City Manager has approved for payment claims and bills on the following list(s); and checks have been issued.

<u>List No.</u>	<u>Date</u>	<u>Total Disbursements</u>
980	06-30-19 through 07-06-19	\$2,939,540.28
981	07-07-19 through 07-13-19	\$4,297,026.03

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

#### **ENVIRONMENTAL REVIEW**

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

#### **PUBLIC CONTACT**

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

#### **RECOMMENDATION**

Approve the list(s) of claims and bills.

Prepared by: Timothy J. Kirby, Director of Finance

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

**ATTACHMENTS**

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

7/17/2019

City of Sunnyvale

**LIST # 980**

Page 1

**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 6/30/2019 through 7/6/2019**

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
xxx315355	7/2/19	ABLE SEPTIC TANK SERVICE	AC-19-019TM	Construction Services	91,438.34	0.00	91,438.34	<b>\$91,438.34</b>
xxx315356	7/2/19	ACE FIRE EQUIPMENT & SERVICE CO INC	5063960	Facilities Maintenance & Repair Labor	230.40	0.00	230.40	<b>\$230.40</b>
xxx315357	7/2/19	AIRGAS USA LLC	9082161869	Supplies, Safety	329.06	0.00	329.06	<b>\$499.37</b>
			9961839607	Equipment Rental/Lease	170.31	0.00	170.31	
xxx315358	7/2/19	AMERICAN LEAK DETECTION	23247A	Construction Services	1,390.00	0.00	1,390.00	<b>\$1,390.00</b>
xxx315359	7/2/19	AMFASOFT CORP	SBARRETT-02	DED Services/Training - Training	500.00	0.00	500.00	<b>\$1,000.00</b>
			TONMAR-02	DED Services/Training - Training	500.00	0.00	500.00	
xxx315360	7/2/19	APEX SYSTEMS LLC	0004733485	Salaries - Contract Personnel	1,320.00	0.00	1,320.00	<b>\$1,320.00</b>
xxx315361	7/2/19	ARNE SIGN & DECAL CO INC	19-11620	Parts, Vehicles & Motor Equip	1,226.25	0.00	1,226.25	<b>\$1,851.91</b>
			19-11621	Parts, Vehicles & Motor Equip	625.66	0.00	625.66	
xxx315362	7/2/19	ASCENT ENVIRONMENTAL	18010084.01-8	Developer Passthroughs-Downtown Projects	23,052.00	0.00	23,052.00	<b>\$23,052.00</b>
xxx315363	7/2/19	ASSOCIATED INFRASTRUCTURE MGMT SERVICES	2018-023	Consultants	5,212.35	0.00	5,212.35	<b>\$5,212.35</b>
xxx315364	7/2/19	ATLAS COPCO COMPRESSORS LLC	1119108051	Water/Wastewater Treat Equip	52,732.67	0.00	52,732.67	<b>\$52,732.67</b>
xxx315365	7/2/19	AVENU MUNISERVICES LLC	INV06-005961	Financial Services	1,249.85	0.00	1,249.85	<b>\$1,249.85</b>
xxx315366	7/2/19	BKF ENGINEERS	19050698	Engineering Services	5,944.00	0.00	5,944.00	<b>\$32,688.96</b>
			19061093	Engineering Services	26,744.96	0.00	26,744.96	
xxx315367	7/2/19	BSK ASSOCIATES	A915085	General Supplies	1,440.00	0.00	1,440.00	<b>\$1,440.00</b>
xxx315368	7/2/19	BAKER & TAYLOR	4012551884	Library Acquisitions, Books	276.52	0.00	276.52	<b>\$508.21</b>
			4012551884	Library Materials Preprocessing	9.56	0.00	9.56	
			4012563861	Library Acquisitions, Books	148.26	0.00	148.26	
			4012563861	Library Materials Preprocessing	5.10	0.00	5.10	
			4012575027	Library Acquisitions, Books	68.77	0.00	68.77	
xxx315369	7/2/19	BAUER COMPRESSORS INC	0000253225	Safety Equipment Maintenance & Repair	3,756.52	0.00	3,756.52	<b>\$4,136.22</b>
			0000254559	Safety Equipment Maintenance & Repair	379.70	0.00	379.70	
			0000255351	Safety Equipment Maintenance & Repair	86.11	0.00	86.11	
			CM-0032541	Safety Equipment Maintenance & Repair	-86.11	0.00	-86.11	
xxx315370	7/2/19	BELKORP AG LLC	552956	Parts, Vehicles & Motor Equip	142.61	0.00	142.61	<b>\$859.83</b>
			556499	Parts, Vehicles & Motor Equip	52.68	0.00	52.68	

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			556735	Parts, Vehicles & Motor Equip	112.18	0.00	112.18	
			557829	Parts, Vehicles & Motor Equip	65.09	0.00	65.09	
			558044	Parts, Vehicles & Motor Equip	307.04	0.00	307.04	
			55895	Parts, Vehicles & Motor Equip	180.23	0.00	180.23	
xxx315371	7/2/19	BOUND TREE MEDICAL LLC	83220953	Supplies, First Aid	139.24	0.00	139.24	<b>\$187.83</b>
			83227918	Supplies, First Aid	48.59	0.00	48.59	
xxx315372	7/2/19	BRIGHTVIEW TREE CARE SERVICES INC	6366270	Services Maintain Land Improv	1,140.00	0.00	1,140.00	<b>\$1,140.00</b>
xxx315373	7/2/19	BRODART CO	532739	General Supplies	990.92	0.00	990.92	<b>\$990.92</b>
xxx315374	7/2/19	BROWNELLS INC	17375286.00	General Supplies	802.10	0.00	802.10	<b>\$802.10</b>
xxx315375	7/2/19	BRUCE AUCHES	7485951	DED Services/Training - Books	555.00	0.00	555.00	<b>\$555.00</b>
xxx315376	7/2/19	BUCKLES-SMITH ELECTRIC CO	3146472-00	Electrical Parts & Supplies	924.86	0.00	924.86	<b>\$2,484.73</b>
			3153668-00	Miscellaneous Equipment Parts & Supplies	1,559.87	0.00	1,559.87	
xxx315377	7/2/19	CAW ARCHITECTS INC	0519.14006	Consultants	2,529.75	0.00	2,529.75	<b>\$2,529.75</b>
xxx315378	7/2/19	CPS HR CONSULTING	SOP49268	Personnel Testing Services	2,148.30	0.00	2,148.30	<b>\$2,148.30</b>
xxx315379	7/2/19	CSG CONSULTANTS INC	24241	Consultants	18,000.00	0.00	18,000.00	<b>\$18,000.00</b>
xxx315380	7/2/19	CIMEXTEK INC	8023	Professional Services	200.00	0.00	200.00	<b>\$200.00</b>
xxx315381	7/2/19	COUNTY OF SANTA CLARA OFC OF THE SHERIFF	1800067441	Contracts/Service Agreements	4,267.02	0.00	4,267.02	<b>\$4,267.02</b>
xxx315382	7/2/19	COUNTY OF SANTA CLARA PROBATION DEPT	1800068454	Contracts/Service Agreements	16,661.61	0.00	16,661.61	<b>\$16,661.61</b>
xxx315383	7/2/19	CUMMINS PACIFIC LLC	Y9-77573	Parts, Vehicles & Motor Equip	1,621.94	0.00	1,621.94	<b>\$1,621.94</b>
xxx315384	7/2/19	D & M TRAFFIC SERVICES INC	65519	Inventory Purchase	854.28	0.00	854.28	<b>\$1,175.83</b>
			65606	Miscellaneous Services	321.55	0.00	321.55	
xxx315385	7/2/19	DAHLIN GROUP	1905-184	Consultants	751.14	0.00	751.14	<b>\$751.14</b>
xxx315386	7/2/19	DEWALT SERVICES	5122	Facilities Maintenance & Repair Labor	1,850.00	0.00	1,850.00	<b>\$1,850.00</b>
xxx315387	7/2/19	DELL MARKETING LP	10323317616	Computer Hardware	754.45	0.00	754.45	<b>\$6,813.41</b>
			10323360183	Computer Hardware	1,843.19	0.00	1,843.19	
			10323638993	Communication Equipment	4,215.77	0.00	4,215.77	
xxx315388	7/2/19	DEPARTMENT OF JUSTICE	373237	Pre-Employment Testing	1,066.00	0.00	1,066.00	<b>\$3,624.00</b>
			379189	Pre-Employment Testing	2,558.00	0.00	2,558.00	
xxx315389	7/2/19	DEV CARE SOLUTIONS	SU-8	Professional Services	498.00	0.00	498.00	<b>\$498.00</b>
xxx315390	7/2/19	DISCOUNT SCHOOL SUPPLY	W36754520102	General Supplies	234.19	0.00	234.19	<b>\$234.19</b>

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xxx315391	7/2/19	ECONOLITE SYSTEMS INC	27899	Services Maintain Land Improv	4,405.18	0.00	4,405.18	<b>\$103,795.82</b>
			27901	Services Maintain Land Improv	6,220.28	0.00	6,220.28	
			27907	Services Maintain Land Improv	3,643.15	0.00	3,643.15	
			27909	Services Maintain Land Improv	6,844.28	0.00	6,844.28	
			27910	Services Maintain Land Improv	72.92	0.00	72.92	
			27972	Services Maintain Land Improv	797.58	0.00	797.58	
			27978	Services Maintain Land Improv	935.80	0.00	935.80	
			27979	Services Maintain Land Improv	3,556.75	0.00	3,556.75	
			28014	Services Maintain Land Improv	37,865.32	0.00	37,865.32	
			28018	Construction Services	39,454.56	0.00	39,454.56	
xxx315392	7/2/19	ENVIRONMENTAL RESOURCE ASSOC	905486	General Supplies	432.41	0.00	432.41	<b>\$1,348.73</b>
			905488	General Supplies	342.70	0.00	342.70	
			906075	General Supplies	359.11	0.00	359.11	
			906081	General Supplies	214.51	0.00	214.51	
xxx315393	7/2/19	ESCOBARS SECURITY PLUS ALARM SYSTEMS	367887	Miscellaneous Services	480.00	0.00	480.00	<b>\$480.00</b>
xxx315394	7/2/19	FERGUSON WATERWORKS	1465567	Water Meters	4,486.04	0.00	4,486.04	<b>\$4,486.04</b>
xxx315395	7/2/19	FREDERICK CERAUSKIS	126591510	DED Services/Training - Books	139.00	0.00	139.00	<b>\$139.00</b>
xxx315396	7/2/19	GRM INFORMATION MANAGEMENT SERVICES	00100671	Records Related Services	1,750.14	0.00	1,750.14	<b>\$1,750.14</b>
xxx315397	7/2/19	GARDENLAND POWER EQUIPMENT	680788	Misc Equip Maint & Repair - Materials	80.19	0.00	80.19	<b>\$106.40</b>
			680789	Misc Equip Maint & Repair - Materials	26.21	0.00	26.21	
xxx315398	7/2/19	GODBE RESEARCH	15529	Consultants	12,062.50	0.00	12,062.50	<b>\$12,062.50</b>
xxx315399	7/2/19	GREENSIDE SUPPLY & SERVICE	040104A	Inventory Purchase	35.32	0.00	35.32	<b>\$766.86</b>
			041067	Inventory Purchase	731.54	0.00	731.54	
xxx315400	7/2/19	HARD DRIVE GRAPHICS	17195	Clothing, Uniforms & Access	1,976.17	0.00	1,976.17	<b>\$1,976.17</b>
xxx315402	7/2/19	HI TECH EMERGENCY VEHICLE SERVICE INC	164300	Equipment Maintenance & Repair Labor	700.00	0.00	700.00	<b>\$700.00</b>
xxx315403	7/2/19	IMAGEX	218662	Printing & Related Services	689.29	0.00	689.29	<b>\$2,022.66</b>
			218774	Printing & Related Services	777.87	0.00	777.87	
			219104	Printing & Related Services	555.50	0.00	555.50	
xxx315404	7/2/19	IMPERIAL MAINTENANCE SERVICES INC	12	Professional Services	59,794.00	0.00	59,794.00	<b>\$59,794.00</b>



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xxx315406	7/2/19	LARRY HOPKINS HONDA	174228	Auto Maint & Repair - Labor	133.00	0.00	133.00	<b>\$285.60</b>
			174228	Auto Maint & Repair - Materials	152.60	0.00	152.60	
xxx315407	7/2/19	LAWSON PRODUCTS INC	9306822100	Miscellaneous Equipment Parts & Supplies	458.86	0.00	458.86	<b>\$458.86</b>
xxx315408	7/2/19	LIEBERT CASSIDY WHITMORE	1480531	Legal Services	252.00	0.00	252.00	<b>\$15,018.00</b>
			1480532	Legal Services	180.00	0.00	180.00	
			1480533	Legal Services	1,296.00	0.00	1,296.00	
			1480721	Legal Services	13,290.00	0.00	13,290.00	
xxx315409	7/2/19	LOCAL AGENCY FORMATION COMMISSION	2019-20FUNDING	Membership Fees	33,865.03	0.00	33,865.03	<b>\$33,865.03</b>
xxx315410	7/2/19	LYNGSO GARDEN MATERIALS INC	966051	Materials - Land Improve	3,106.50	0.00	3,106.50	<b>\$6,339.88</b>
			966397	Materials - Land Improve	3,233.38	0.00	3,233.38	
xxx315411	7/2/19	MSI FUEL MANAGEMENT INC	4706	Equipment Maintenance & Repair Labor	875.00	0.00	875.00	<b>\$875.00</b>
xxx315412	7/2/19	MWA ARCHITECTS INC	201727.00-11R	Engineering Services	66,428.57	0.00	66,428.57	<b>\$126,680.63</b>
			201727.00-12R	Engineering Services	60,252.06	0.00	60,252.06	
xxx315413	7/2/19	MALLORY SAFETY & SUPPLY LLC	4665105	Inventory Purchase	737.71	0.00	737.71	<b>\$737.71</b>
xxx315414	7/2/19	MANSFIELD OIL CO	483226	Inventory Purchase	17,788.56	0.00	17,788.56	<b>\$17,788.56</b>
xxx315415	7/2/19	MARCO MANCINELLI	CK REQ 19-201	DED Services/Training - Books	37.57	0.00	37.57	<b>\$37.57</b>
xxx315416	7/2/19	MCMaster CARR SUPPLY CO	98326478	Miscellaneous Equipment Parts & Supplies	195.82	0.00	195.82	<b>\$670.99</b>
			98352478	Miscellaneous Equipment Parts & Supplies	84.47	0.00	84.47	
			98557045	Miscellaneous Equipment Parts & Supplies	48.72	0.00	48.72	
			98557046	Miscellaneous Equipment Parts & Supplies	228.30	0.00	228.30	
			98557047	Miscellaneous Equipment Parts & Supplies	113.68	0.00	113.68	
xxx315417	7/2/19	MIDWEST TAPE	97487696	Library Acquis, Audio/Visual	4,178.60	0.00	4,178.60	<b>\$8,131.83</b>
			97509822	Library Acquis, Audio/Visual	286.78	0.00	286.78	
			97516942	Library Acquis, Audio/Visual	16.34	0.00	16.34	
			97518939	Library Acquis, Audio/Visual	973.15	0.00	973.15	
			97519561	Library Acquis, Audio/Visual	75.68	0.00	75.68	
			97549617	Library Acquis, Audio/Visual	42.48	0.00	42.48	
			97549757	Library Acquis, Audio/Visual	298.34	0.00	298.34	
			97549759	Library Acquis, Audio/Visual	111.03	0.00	111.03	
			97597689	Library Periodicals/Databases	2,149.43	0.00	2,149.43	

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xxx315418	7/2/19	MONICA FRAZIER	0050-6155-6908	DED Services/Training - Books	219.00	0.00	219.00	<b>\$219.00</b>
xxx315419	7/2/19	MONIKA STEINBORN	CK REQ 19-203	DED Services/Training - Books	10.23	0.00	10.23	<b>\$10.23</b>
xxx315420	7/2/19	MOTOROLA	16057416	Communication Equipment	377.14	0.00	377.14	<b>\$377.14</b>
xxx315421	7/2/19	NAPA AUTO PARTS	5983-470145	Parts, Vehicles & Motor Equip	25.77	0.00	25.77	<b>\$3,679.34</b>
			5983-470156	Parts, Vehicles & Motor Equip	58.30	0.00	58.30	
			5983-470157	Parts, Vehicles & Motor Equip	116.61	0.00	116.61	
			5983-470219	Parts, Vehicles & Motor Equip	430.68	0.00	430.68	
			5983-470279	Parts, Vehicles & Motor Equip	123.08	0.00	123.08	
			5983-470322	Parts, Vehicles & Motor Equip	13.27	0.00	13.27	
			5983-470323	Parts, Vehicles & Motor Equip	34.93	0.00	34.93	
			5983-470470	Parts, Vehicles & Motor Equip	160.26	0.00	160.26	
			5983-470491	Parts, Vehicles & Motor Equip	18.31	0.00	18.31	
			5983-470495	Parts, Vehicles & Motor Equip	187.94	0.00	187.94	
			5983-470766	Parts, Vehicles & Motor Equip	68.81	0.00	68.81	
			5983-470775	Parts, Vehicles & Motor Equip	73.99	0.00	73.99	
			5983-470868	Parts, Vehicles & Motor Equip	22.53	0.00	22.53	
			5983-471344	Parts, Vehicles & Motor Equip	-1.77	0.00	-1.77	
			5983-471387	Parts, Vehicles & Motor Equip	74.97	0.00	74.97	
			5983-471412	Parts, Vehicles & Motor Equip	32.71	0.00	32.71	
			5983-471413	Parts, Vehicles & Motor Equip	33.37	0.00	33.37	
			5983-471603	Parts, Vehicles & Motor Equip	13.96	0.00	13.96	
			5983-471606	Parts, Vehicles & Motor Equip	7.14	0.00	7.14	
			5983-471634	Parts, Vehicles & Motor Equip	5.37	0.00	5.37	
			5983-471635	Parts, Vehicles & Motor Equip	7.71	0.00	7.71	
			5983-471651	Parts, Vehicles & Motor Equip	15.07	0.00	15.07	
			5983-471801	Parts, Vehicles & Motor Equip	36.58	0.00	36.58	
			5983-471807	Parts, Vehicles & Motor Equip	243.14	0.00	243.14	
			5983-471903	Parts, Vehicles & Motor Equip	-15.41	0.00	-15.41	
			5983-472028	Parts, Vehicles & Motor Equip	-31.76	0.00	-31.76	
			5983-472491	Parts, Vehicles & Motor Equip	22.00	0.00	22.00	
			5983-473032	Parts, Vehicles & Motor Equip	228.69	0.00	228.69	

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			5983-473269	Parts, Vehicles & Motor Equip	12.09	0.00	12.09	
			5983-473302	Parts, Vehicles & Motor Equip	59.09	0.00	59.09	
			5983-473486	Parts, Vehicles & Motor Equip	14.72	0.00	14.72	
			5983-473607	Parts, Vehicles & Motor Equip	9.28	0.00	9.28	
			5983-473608	Parts, Vehicles & Motor Equip	6.55	0.00	6.55	
			5983-473727	Parts, Vehicles & Motor Equip	212.64	0.00	212.64	
			5983-473730	Parts, Vehicles & Motor Equip	26.09	0.00	26.09	
			5983-474625	Parts, Vehicles & Motor Equip	-5.02	0.00	-5.02	
			5983-474886	Inventory Purchase	1,364.95	27.30	1,337.65	
xxx315425	7/2/19	NATIONAL DATA & SURVEYING SERVICES INC	19-8245	Consultants	4,595.00	0.00	4,595.00	<b>\$4,595.00</b>
xxx315426	7/2/19	OPTO 22	473921	Communication Equipment	6,460.92	0.00	6,460.92	<b>\$6,460.92</b>
xxx315427	7/2/19	ORLANDI TRAILER INC	180436	Parts, Vehicles & Motor Equip	30.59	0.00	30.59	<b>\$30.59</b>
xxx315428	7/2/19	OTIS ELEVATOR COMPANY	SJ16225001	Facilities Maintenance & Repair Labor	2,511.35	0.00	2,511.35	<b>\$4,836.76</b>
			SJ17185001	Facilities Maintenance & Repair Labor	541.95	0.00	541.95	
			SJ19215001	Facilities Maintenance & Repair Labor	1,783.46	0.00	1,783.46	
xxx315429	7/2/19	OVERDRIVE INC	910CO19119847	Library Periodicals/Databases	8,107.19	0.00	8,107.19	<b>\$8,107.19</b>
xxx315430	7/2/19	P&R PAPER SUPPLY CO INC	30262233-01	Inventory Purchase	1,300.43	0.00	1,300.43	<b>\$2,032.91</b>
			30262319-00	Inventory Purchase	732.48	0.00	732.48	
xxx315431	7/2/19	PACIFIC ECO-RISK	15599	Water Lab Services	3,035.00	0.00	3,035.00	<b>\$3,035.00</b>
xxx315432	7/2/19	PATRICIA LOCKWOOD	CK REQ 19-200	DED Services/Training - Support Services	31.00	0.00	31.00	<b>\$31.00</b>
xxx315433	7/2/19	PENG TANG	HOTA051819	Rec Instructors/Officials	335.32	0.00	335.32	<b>\$335.32</b>
xxx315434	7/2/19	PINE CONE LUMBER CO INC	8868	Materials - Land Improve	114.77	0.00	114.77	<b>\$114.77</b>
xxx315435	7/2/19	RAMU VEERAMACHENENI	CK REQ 19-199	DED Services/Training - Books	131.62	0.00	131.62	<b>\$131.62</b>
xxx315436	7/2/19	READYREFRESH BY NESTLE	09F0036688802	General Supplies	68.62	0.00	68.62	<b>\$160.43</b>
			19F0023249071	General Supplies	3.26	0.00	3.26	
			19F0028805083	General Supplies	32.91	0.00	32.91	
			19F5727863002	General Supplies	55.64	0.00	55.64	
xxx315437	7/2/19	REED & GRAHAM INC	949731	Materials - Land Improve	5,754.56	0.00	5,754.56	<b>\$5,754.56</b>
xxx315438	7/2/19	RENEE MAYNE ARBITRATOR AND MEDIATOR	042419-062019	Professional Services	4,675.00	0.00	4,675.00	<b>\$4,675.00</b>
xxx315439	7/2/19	ROBERT GO	127436430	DED Services/Training - Books	139.00	0.00	139.00	<b>\$139.00</b>

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xxx315440	7/2/19	ROYAL BRASS INC	899180-001	Parts, Vehicles & Motor Equip	220.42	0.00	220.42	<b>\$262.99</b>
			899183-001	Parts, Vehicles & Motor Equip	20.48	0.00	20.48	
			899610-001	Parts, Vehicles & Motor Equip	22.09	0.00	22.09	
xxx315441	7/2/19	SF MOBILE-VISION INC	0347538-IN	Comm Equip Maintain & Repair - Labor 1	400.67	0.00	400.67	<b>\$798.35</b>
			0347694-IN	Communication Equipment	397.68	0.00	397.68	
xxx315442	7/2/19	SV APPRENTICESHIP BARBERING/COSMETOLOGY	4798	DED Services/Training - Training	3,500.00	0.00	3,500.00	<b>\$14,000.00</b>
			5414	DED Services/Training - Training	3,500.00	0.00	3,500.00	
			5517	DED Services/Training - Training	3,500.00	0.00	3,500.00	
			8962	DED Services/Training - Training	3,500.00	0.00	3,500.00	
xxx315443	7/2/19	SAFETY CENTER INC	78708	Training and Conferences	1,500.00	0.00	1,500.00	<b>\$1,500.00</b>
xxx315444	7/2/19	SAN BENITO COUNTY	002-1122-18 #7	Contracts/Service Agreements	5,074.03	0.00	5,074.03	<b>\$5,074.03</b>
xxx315445	7/2/19	SAN FRANCISCO BAY BIRD OBSERVATORY	1331	Water Lab Services	1,729.80	0.00	1,729.80	<b>\$1,729.80</b>
xxx315446	7/2/19	SAN JOSE BMW	258755	Auto Maint & Repair - Labor	825.00	0.00	825.00	<b>\$1,298.84</b>
			258755	Auto Maint & Repair - Materials	473.84	0.00	473.84	
xxx315447	7/2/19	SHRED-IT USA	8127380009	Records Related Services	56.68	0.00	56.68	<b>\$56.68</b>
xxx315448	7/2/19	SMART & FINAL INC	030719-062119	Food Products	108.42	0.00	108.42	<b>\$196.00</b>
			056655-062619	General Supplies	87.58	0.00	87.58	
xxx315449	7/2/19	SMITHGROUP INC	0139068	Consultants	559,746.66	0.00	559,746.66	<b>\$559,746.66</b>
xxx315450	7/2/19	SMITHS GOPHER TRAPPING SERVICE	15881	Professional Services	2,065.00	0.00	2,065.00	<b>\$2,065.00</b>
xxx315451	7/2/19	SPENCON CONSTRUCTION INC	SDWLKGTTR18 #02	Construction Services	46,783.70	0.00	46,783.70	<b>\$46,783.70</b>
xxx315452	7/2/19	STEVENS CREEK CHRYSLER JEEP DODGE	363233	Parts, Vehicles & Motor Equip	197.97	0.00	197.97	<b>\$395.94</b>
			363353	Parts, Vehicles & Motor Equip	197.97	0.00	197.97	
xxx315453	7/2/19	YSERA	13792	Professional Services	156.25	0.00	156.25	<b>\$156.25</b>
xxx315454	7/2/19	TANKO STREETLIGHTING INC	61157	General Supplies	6,250.00	0.00	6,250.00	<b>\$6,250.00</b>
xxx315455	7/2/19	TARGET SPECIALTY PRODUCTS INC	PI0986256	Materials - Land Improve	126.90	0.00	126.90	<b>\$126.90</b>
xxx315456	7/2/19	TEAMDYNAMIX SOLUTIONS LLC	4753	Professional Services	462.57	0.00	462.57	<b>\$462.57</b>
xxx315457	7/2/19	TERRANCE BRADLEY	126991885	DED Services/Training - Books	139.00	0.00	139.00	<b>\$139.00</b>
xxx315458	7/2/19	TRAFFIC DATA SERVICE	19081	Consultants	11,400.00	0.00	11,400.00	<b>\$11,400.00</b>
xxx315459	7/2/19	TUMBL TRAK	193585	Miscellaneous Equipment	1,932.52	0.00	1,932.52	<b>\$1,932.52</b>
xxx315460	7/2/19	TURF & INDUSTRIAL EQUIPMENT CO	IV31025	Parts, Vehicles & Motor Equip	1,114.96	0.00	1,114.96	<b>\$842.07</b>

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			IV31156	Parts, Vehicles & Motor Equip	446.22	0.00	446.22	
			IV31229	Parts, Vehicles & Motor Equip	-864.96	0.00	-864.96	
			IV31237	Parts, Vehicles & Motor Equip	18.18	0.00	18.18	
			IV31314	Parts, Vehicles & Motor Equip	48.44	0.00	48.44	
			IV31337	Parts, Vehicles & Motor Equip	79.23	0.00	79.23	
xxx315461	7/2/19	TURF STAR INC	614559-00	Vehicles & Motorized Equip	27,342.52	0.00	27,342.52	<b>\$61,041.36</b>
			614943-00	Vehicles & Motorized Equip	33,698.84	0.00	33,698.84	
xxx315462	7/2/19	UNIVAR USA INC	SJ947306	Chemicals	5,172.05	0.00	5,172.05	<b>\$5,172.05</b>
xxx315463	7/2/19	VERMONT SYSTEMS INC	63132	Software Licensing & Support	1,068.00	0.00	1,068.00	<b>\$1,068.00</b>
xxx315464	7/2/19	WALKER PARKING CONSULTANTS ENGINEERS INC	33207500004	Consultants	8,800.00	0.00	8,800.00	<b>\$8,800.00</b>
xxx315465	7/2/19	WAUKESHA PEARCE INDUSTRIES	839107	Miscellaneous Equipment Parts & Supplies	239.31	0.00	239.31	<b>\$239.31</b>
xxx315466	7/2/19	WEATHERSHIELD ROOF SYSTEMS INC	10641	Facilities Maintenance & Repair Labor	4,998.00	0.00	4,998.00	<b>\$4,998.00</b>
xxx315467	7/2/19	WEST VALLEY CONSTRUCTION COMPANY INC	CWH2OLINE17#09	Construction Services	300,064.77	0.00	300,064.77	<b>\$300,064.77</b>
xxx315468	7/2/19	WISETEK	SI12761	Miscellaneous Services	2,721.79	0.00	2,721.79	<b>\$2,721.79</b>
xxx315469	7/2/19	DEPT OF FORESTRY & FIRE PROTECTION	0000001211625	Training and Conferences	488.00	0.00	488.00	<b>\$488.00</b>
xxx315470	7/2/19	DEPT OF FORESTRY & FIRE PROTECTION	0000001210707	Training and Conferences	488.00	0.00	488.00	<b>\$488.00</b>
xxx315471	7/2/19	KIRBY CANYON RECYCLING & DISPOSAL FAC	MAY2019	Landfill Fees to be Allocated	936,465.28	0.00	936,465.28	<b>\$936,465.28</b>
xxx315472	7/2/19	PACIFIC GAS & ELECTRIC CO	03142830050619	Utilities - Electric	20,015.65	0.00	20,015.65	<b>\$150,261.45</b>
			03153947310619	Utilities - Electric	1,386.74	0.00	1,386.74	
			11008300870519	Utilities - Electric	329.11	0.00	329.11	
			11023476280519	Utilities - Electric	326.93	0.00	326.93	
			11023824480519	Utilities - Electric	612.60	0.00	612.60	
			11054204050519	Utilities - Electric	8,049.06	0.00	8,049.06	
			11059220090519	Utilities - Electric	3,522.61	0.00	3,522.61	
			11059220250519	Utilities - Gas	1,121.22	0.00	1,121.22	
			11059220400519	Utilities - Gas	360.61	0.00	360.61	
			11059220450519	Utilities - Gas	1,012.42	0.00	1,012.42	
			11059220500519	Utilities - Gas	15.63	0.00	15.63	
			11059220550519	Utilities - Electric	582.81	0.00	582.81	

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			11059220600519	Utilities - Gas	3,289.30	0.00	3,289.30	
			11059220640519	Utilities - Electric	1,770.21	0.00	1,770.21	
			11059220750519	Utilities - Gas	1,044.76	0.00	1,044.76	
			11059220900519	Utilities - Gas	75.22	0.00	75.22	
			11059220930519	Utilities - Electric	321.64	0.00	321.64	
			11059221020519	Utilities - Electric	468.77	0.00	468.77	
			11059221050519	Utilities - Gas	61.30	0.00	61.30	
			11059221060519	Utilities - Electric	806.28	0.00	806.28	
			11059221080519	Utilities - Electric	578.72	0.00	578.72	
			11059221150519	Utilities - Gas	64.15	0.00	64.15	
			11059221180519	Utilities - Electric	6,201.84	0.00	6,201.84	
			11059221280519	Utilities - Electric	1,207.53	0.00	1,207.53	
			11059221350519	Utilities - Gas	84.67	0.00	84.67	
			11059221400519	Utilities - Gas	1,275.34	0.00	1,275.34	
			11059221600519	Utilities - Gas	62.15	0.00	62.15	
			11059221680519	Utilities - Electric	249.45	0.00	249.45	
			11059221700519	Utilities - Gas	78.22	0.00	78.22	
			11059221730519	Utilities - Electric	1,586.49	0.00	1,586.49	
			11059221930519	Utilities - Electric	8,428.10	0.00	8,428.10	
			11059222190519	Utilities - Electric	0.28	0.00	0.28	
			11059222630519	Utilities - Electric	1,060.86	0.00	1,060.86	
			11059222720519	Utilities - Electric	628.89	0.00	628.89	
			11059224060519	Utilities - Electric	10,403.72	0.00	10,403.72	
			11059224270519	Utilities - Electric	10.41	0.00	10.41	
			11059224730519	Utilities - Electric	268.76	0.00	268.76	
			11059225100519	Utilities - Gas	114.26	0.00	114.26	
			11059225290519	Utilities - Electric	642.14	0.00	642.14	
			11059225550519	Utilities - Electric	2,781.90	0.00	2,781.90	
			11059225650519	Utilities - Gas	1,526.04	0.00	1,526.04	
			11059226380519	Utilities - Electric	6,345.42	0.00	6,345.42	
			11059226470519	Utilities - Electric	401.74	0.00	401.74	

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			11059226810519	Utilities - Electric	8,333.46	0.00	8,333.46	
			11059227030519	Utilities - Electric	531.47	0.00	531.47	
			11059227060519	Utilities - Electric	2,457.35	0.00	2,457.35	
			11059227230519	Utilities - Electric	4,551.03	0.00	4,551.03	
			11059227650519	Utilities - Electric	330.33	0.00	330.33	
			11059227850519	Utilities - Electric	5,182.94	0.00	5,182.94	
			11059228050519	Utilities - Electric	6,029.21	0.00	6,029.21	
			11059228580519	Utilities - Electric	8,135.31	0.00	8,135.31	
			11059228670519	Utilities - Electric	295.11	0.00	295.11	
			11059229250519	Utilities - Electric	5,619.62	0.00	5,619.62	
			11059229470519	Utilities - Electric	5,916.55	0.00	5,916.55	
			11059229910519	Utilities - Electric	8,544.86	0.00	8,544.86	
			11059229990519	Utilities - Electric	3,838.55	0.00	3,838.55	
			11082505320519	Utilities - Electric	173.67	0.00	173.67	
			61266000050519	Utilities - Gas	1,148.04	0.00	1,148.04	
xxx002847	7/3/19	INTERNAL REVENUE SERVICE	950002847	Employer Taxes - FICA - Total	1,402.69	0.00	1,402.69	<b>\$64,550.43</b>
			950002847	Employer Taxes - Medicare - Total	63,147.74	0.00	63,147.74	
xxx002848	7/3/19	UNION BANK OF CALIFORNIA PARS	950002848	Retirement Benefits - PARS	2,204.20	0.00	2,204.20	<b>\$2,204.20</b>
xxx002849	7/3/19	ICMA RETIREMENT CORP	950002849	Retirement Benefits - Deferred Comp - City Portion	14,570.70	0.00	14,570.70	<b>\$14,570.70</b>
<b>Grand Total Payment Amount</b>								<b><u>\$2,939,540.28</u></b>

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xxx315479	7/8/19	ABTECH TECHNOLOGIES INC.	M906091-IN	Hardware Maintenance	42,203.00	0.00	42,203.00	<b>\$42,203.00</b>
xxx315480	7/8/19	ACKERLY ENTERTAINMENT	19-0618SVPL	Consultants	900.00	0.00	900.00	<b>\$900.00</b>
			19-0618SVPL	Miscellaneous Services	0.00	0.00	0.00	
xxx315481	7/8/19	AIRGAS USA LLC	9962563847	Equipment Rental/Lease	175.35	0.00	175.35	<b>\$175.35</b>
xxx315482	7/8/19	BURTONS FIRE INC	S45178	Parts, Vehicles & Motor Equip	157.01	0.00	157.01	<b>\$389.64</b>
			S45186	Parts, Vehicles & Motor Equip	49.04	0.00	49.04	
			S45262	Parts, Vehicles & Motor Equip	183.59	0.00	183.59	
xxx315483	7/8/19	CDM SMITH	90075971	Consultants	218,562.27	0.00	218,562.27	<b>\$218,562.27</b>
xxx315484	7/8/19	CAROLLO ENGINEERS	0177238	Professional Services	100,985.95	0.00	100,985.95	<b>\$100,985.95</b>
xxx315485	7/8/19	CHERRYROAD TECHNOLOGIES INC	3008032-IN	Professional Services	157,204.36	0.00	157,204.36	<b>\$157,204.36</b>
xxx315486	7/8/19	DEL GAVIO GROUP	8985	General Supplies	4,563.76	0.00	4,563.76	<b>\$4,563.76</b>
xxx315487	7/8/19	DOWNTOWN FORD SALES	312066	Parts, Vehicles & Motor Equip	37,052.22	0.00	37,052.22	<b>\$37,052.22</b>
xxx315488	7/8/19	GALEB PAVING INC	LNDSCPCRBNN #R	Construction Project Contract Retainage	30,166.41	0.00	30,166.41	<b>\$30,166.41</b>
xxx315489	7/8/19	HDR ENGINEERING INC	1200197494	Engineering Services	49,977.64	0.00	49,977.64	<b>\$49,977.64</b>
xxx315490	7/8/19	HDL SOFTWARE LLC	0014535-IN	Software Licensing & Support	13,936.56	0.00	13,936.56	<b>\$19,456.56</b>
			0014536-IN	Software As a Service	5,520.00	0.00	5,520.00	
xxx315491	7/8/19	INSIGHT PUBLIC SECTOR INC	1100672776	Software Licensing & Support	13,634.00	0.00	13,634.00	<b>\$13,634.00</b>
xxx315492	7/8/19	JOHANSING IRON WORKS INC	7596	Miscellaneous Equipment Parts & Supplies	23,326.00	0.00	23,326.00	<b>\$23,326.00</b>
xxx315493	7/8/19	KME FIRE APPARATUS	CA548883	Parts, Vehicles & Motor Equip	114.49	0.00	114.49	<b>\$114.49</b>
xxx315494	7/8/19	KIEFER CONSULTING INC	15019	Software Licensing & Support	11,082.00	0.00	11,082.00	<b>\$11,082.00</b>
xxx315495	7/8/19	KRONOS INC	11455654	Software As a Service	4,488.75	0.00	4,488.75	<b>\$16,150.66</b>
			11464640	Software Licensing & Support	11,661.91	0.00	11,661.91	
xxx315496	7/8/19	LC ACTION POLICE SUPPLY	395915	General Supplies	879.63	0.00	879.63	<b>\$879.63</b>
xxx315497	7/8/19	LEHR AUTO ELECTRIC	SI30634	General Supplies	496.11	0.00	496.11	<b>\$496.11</b>
xxx315498	7/8/19	LEXIPOL LLC	29755	Software As a Service	10,270.00	0.00	10,270.00	<b>\$36,870.00</b>
			29757	Software As a Service	2,927.00	0.00	2,927.00	
			29799	Software As a Service	23,673.00	0.00	23,673.00	
xxx315499	7/8/19	LIGHTING ANALYSTS INC	ES37649	Software Licensing & Support	608.00	0.00	608.00	<b>\$608.00</b>



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xxx315500	7/8/19	MSI FUEL MANAGEMENT INC	4731	Software Licensing & Support	5,085.00	0.00	5,085.00	<b>\$5,085.00</b>
xxx315501	7/8/19	MCMaster CARR SUPPLY CO	98824981	Miscellaneous Equipment Parts & Supplies	315.81	0.00	315.81	<b>\$315.81</b>
xxx315502	7/8/19	MISSION LINEN SERVICE	510020455	Laundry & Cleaning Services	57.39	0.00	57.39	<b>\$978.72</b>
			510020460	Laundry & Cleaning Services	59.18	0.00	59.18	
			510038499	Laundry & Cleaning Services	47.57	0.00	47.57	
			510038500	Laundry & Cleaning Services	80.54	0.00	80.54	
			510070982	Laundry & Cleaning Services	57.39	0.00	57.39	
			510070987	Laundry & Cleaning Services	59.18	0.00	59.18	
			510084248	Laundry & Cleaning Services	47.57	0.00	47.57	
			510084249	Laundry & Cleaning Services	80.54	0.00	80.54	
			51011272	Laundry & Cleaning Services	57.39	0.00	57.39	
			510112722	Laundry & Cleaning Services	0.00	0.00	0.00	
			510112777	Laundry & Cleaning Services	59.18	0.00	59.18	
			510150566	Laundry & Cleaning Services	47.57	0.00	47.57	
			510150567	Laundry & Cleaning Services	80.54	0.00	80.54	
			510172429	Laundry & Cleaning Services	57.39	0.00	57.39	
			510172434	Laundry & Cleaning Services	59.18	0.00	59.18	
			510194851	Laundry & Cleaning Services	47.57	0.00	47.57	
			510194852	Laundry & Cleaning Services	80.54	0.00	80.54	
xxx315504	7/8/19	MULTIQUIP INC	93268472	Vehicles & Motorized Equip	1,853.00	0.00	1,853.00	<b>\$2,611.70</b>
			93268472	Hand Tools	758.70	0.00	758.70	
xxx315505	7/8/19	MUNICIPAL MAINTENANCE EQUIPMENT INC	0138850-IN	Parts, Vehicles & Motor Equip	101.97	0.00	101.97	<b>\$101.97</b>
xxx315506	7/8/19	NAPA AUTO PARTS	5983-473851	Parts, Vehicles & Motor Equip	132.50	0.00	132.50	<b>\$1,040.95</b>
			5983-473854	Parts, Vehicles & Motor Equip	51.49	0.00	51.49	
			5983-473860	Parts, Vehicles & Motor Equip	57.92	0.00	57.92	
			5983-474003	Parts, Vehicles & Motor Equip	19.22	0.00	19.22	
			5983-474073	Parts, Vehicles & Motor Equip	38.89	0.00	38.89	
			5983-474084	Parts, Vehicles & Motor Equip	145.68	0.00	145.68	
			5983-474148	Parts, Vehicles & Motor Equip	16.24	0.00	16.24	
			5983-474208	Parts, Vehicles & Motor Equip	19.34	0.00	19.34	

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			5983-474346	Parts, Vehicles & Motor Equip	36.48	0.00	36.48	
			5983-474397	Parts, Vehicles & Motor Equip	57.67	0.00	57.67	
			5983-474445	Parts, Vehicles & Motor Equip	66.21	0.00	66.21	
			5983-474548	Parts, Vehicles & Motor Equip	48.76	0.00	48.76	
			5983-475033	Parts, Vehicles & Motor Equip	29.90	0.00	29.90	
			5983-475150	Parts, Vehicles & Motor Equip	15.69	0.00	15.69	
			5983-475153	Parts, Vehicles & Motor Equip	9.06	0.00	9.06	
			5983-475230	Parts, Vehicles & Motor Equip	29.90	0.00	29.90	
			5983-475368	Parts, Vehicles & Motor Equip	48.40	0.00	48.40	
			5983-475384	Parts, Vehicles & Motor Equip	21.26	0.00	21.26	
			5983-475445	Parts, Vehicles & Motor Equip	16.04	0.00	16.04	
			5983-475454	Parts, Vehicles & Motor Equip	30.31	0.00	30.31	
			5983-475467	Parts, Vehicles & Motor Equip	38.07	0.00	38.07	
			5983-475522	Parts, Vehicles & Motor Equip	5.86	0.00	5.86	
			5983-475524	Parts, Vehicles & Motor Equip	29.67	0.00	29.67	
			5983-475553	Parts, Vehicles & Motor Equip	76.39	0.00	76.39	
xxx315509	7/8/19	NUTRIEN AG SOLUTIONS, INC	39661773	Materials - Land Improve	4,360.00	0.00	4,360.00	<b>\$4,360.00</b>
xxx315510	7/8/19	OCCUPATIONAL TRAINING INSTITUTE	WIA-1447	DED Services/Training - Training	1,034.14	0.00	1,034.14	<b>\$6,575.99</b>
			WIA-1448	DED Services/Training - Training	869.94	0.00	869.94	
			WIA-1449	DED Services/Training - Training	1,320.01	0.00	1,320.01	
			WIA-1450	DED Services/Training - Training	867.24	0.00	867.24	
			WIA-1451	DED Services/Training - Training	1,003.52	0.00	1,003.52	
			WIA-1452	DED Services/Training - Training	1,009.23	0.00	1,009.23	
			WIA-1453	DED Services/Training - Training	471.91	0.00	471.91	
xxx315511	7/8/19	OVERDRIVE INC	H-0057501	Library Periodicals/Databases	3,600.00	0.00	3,600.00	<b>\$5,400.00</b>
			H-0057501	Library Technology Services	1,800.00	0.00	1,800.00	
xxx315512	7/8/19	PACIFIC WEST SECURITY INC	22328	Alarm Services	177.00	0.00	177.00	<b>\$177.00</b>
xxx315513	7/8/19	PETERSON	PC240034017	Parts, Vehicles & Motor Equip	162.80	0.00	162.80	<b>\$162.80</b>
xxx315514	7/8/19	PFEIFFER ELECTRIC CO INC	17269	Misc Equip Maint & Repair - Labor	1,390.00	0.00	1,390.00	<b>\$1,390.00</b>
xxx315515	7/8/19	PRO-SWEEP INC	263875	Services Maintain Land Improv	520.00	0.00	520.00	<b>\$520.00</b>
xxx315516	7/8/19	QUALITY TRAFFIC DATA LLC	2018265-6	Consultants	1,000.00	0.00	1,000.00	<b>\$1,000.00</b>

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xxx315517	7/8/19	R. MARIANO	RAIN BARREL	Membership Fees	50.00		0.00	50.00	<b>\$50.00</b>
xxx315518	7/8/19	RANGE SERVANT AMERICA INC	94404	Materials - Land Improve	4,999.01		0.00	4,999.01	<b>\$4,999.01</b>
xxx315519	7/8/19	SAP PUBLIC SERVICES INC	6665015159	Software Licensing & Support	4,694.88		0.00	4,694.88	<b>\$4,694.88</b>
xxx315520	7/8/19	SIERRA PACIFIC TURF SUPPLY INC	0554219-IN	Materials - Land Improve	1,417.15		0.00	1,417.15	<b>\$2,027.57</b>
			0554220-IN	Materials - Land Improve	451.27		0.00	451.27	
			0554229-IN	Materials - Land Improve	159.15		0.00	159.15	
xxx315521	7/8/19	SITEONE LANDSCAPE SUPPLY LLC	92205873-001	Materials - Land Improve	3,483.86		0.00	3,483.86	<b>\$3,483.86</b>
xxx315522	7/8/19	SOFTCHOICE CORP	5144252	Software Licensing & Support	5,904.86		0.00	5,904.86	<b>\$5,904.86</b>
xxx315523	7/8/19	SOLARWINDS WORLDWIDE LLC	IN436009	Software Licensing & Support	1,493.00		0.00	1,493.00	<b>\$1,493.00</b>
xxx315524	7/8/19	STALKER RADAR	349865	Parts, Vehicles & Motor Equip	9,329.87		0.00	9,329.87	<b>\$25,034.06</b>
			349866	Parts, Vehicles & Motor Equip	15,704.19		0.00	15,704.19	
xxx315525	7/8/19	SUSTAINABLE TURF SCIENCE INC	4059	Materials - Land Improve	1,812.13		0.00	1,812.13	<b>\$1,812.13</b>
xxx315526	7/8/19	TOGOS SUNNYVALE	21	Food Products	149.00		0.00	149.00	<b>\$149.00</b>
xxx315527	7/8/19	TORO NSN	963877-55	Software Licensing & Support	5,040.00		0.00	5,040.00	<b>\$5,040.00</b>
xxx315528	7/8/19	TURF STAR INC	7068655-00	Materials - Land Improve	2,749.24		0.00	2,749.24	<b>\$2,749.24</b>
xxx315529	7/8/19	UNITED ROTARY BRUSH CORP	CI324985	Parts, Vehicles & Motor Equip	501.34		0.00	501.34	<b>\$501.34</b>
xxx315530	7/8/19	UNIVERSITY OF CALIFORNIA SANTA CRUZ	58495	DED Services/Training - Training	4,797.00		0.00	4,797.00	<b>\$38,497.50</b>
			58507	DED Services/Training - Training	3,969.00		0.00	3,969.00	
			58514	DED Services/Training - Training	4,999.50		0.00	4,999.50	
			58519	DED Services/Training - Training	2,808.00		0.00	2,808.00	
			58521	DED Services/Training - Training	4,815.00		0.00	4,815.00	
			58523	DED Services/Training - Training	3,636.00		0.00	3,636.00	
			58525	DED Services/Training - Training	4,545.00		0.00	4,545.00	
			58530	DED Services/Training - Training	3,528.00		0.00	3,528.00	
			58532	DED Services/Training - Training	5,400.00		0.00	5,400.00	
xxx315531	7/8/19	VALLEY OIL CO	44524	Fuel, Oil & Lubricants	303.72		0.00	303.72	<b>\$303.72</b>
xxx315532	7/8/19	VALUE LINE PUBLISHING LLC	FK-745957-197	Library Periodicals/Databases	13,550.00		0.00	13,550.00	<b>\$13,550.00</b>
xxx315533	7/8/19	VERMONT SYSTEMS INC	63131	Software Licensing & Support	8,928.00		0.00	8,928.00	<b>\$8,928.00</b>
xxx315534	7/8/19	VERN WASKOM COMPANY	40522	Inventory Purchase	202.80		0.00	202.80	<b>\$202.80</b>
xxx315535	7/8/19	WEST COAST RUBBER & RECYCLING INC	19-1296	Auto Maint & Repair - Labor	162.00		0.00	162.00	<b>\$170.10</b>
			19-1296	Auto Maint & Repair - Materials	8.10		0.00	8.10	

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xxx315536	7/8/19	WEST COAST SECURITY INC	06252019-1	Alarm Services	225.00	0.00	225.00	<b>\$225.00</b>
xxx315537	7/8/19	WISETEK	SI12751	Real Property Rental/Lease	710.72	0.00	710.72	<b>\$710.72</b>
xxx315538	7/8/19	XYBIX SYSTEMS INC	35213	Computer Hardware	4,637.97	0.00	4,637.97	<b>\$4,637.97</b>
xxx315539	7/8/19	V-CLOUD TECH INC	12565-0	Software Licensing & Support	38,795.33	0.00	38,795.33	<b>\$38,795.33</b>
xxx315540	7/8/19	OFFICE DEPOT INC	329648199001	Supplies, Office	18.94	0.00	18.94	<b>\$6,098.06</b>
			329973663001	Supplies, Office	302.97	0.00	302.97	
			329978540001	Supplies, Office	51.96	0.00	51.96	
			32999531001	Supplies, Office	358.73	0.00	358.73	
			32999532001	Supplies, Office	22.38	0.00	22.38	
			330007966001	Supplies, Office	37.80	0.00	37.80	
			330018201001	Supplies, Office	140.03	0.00	140.03	
			330020618001	Supplies, Office	34.42	0.00	34.42	
			330022025001	Supplies, Office	52.63	0.00	52.63	
			330050670001	Supplies, Office	29.42	0.00	29.42	
			330070678001	Supplies, Office	328.31	0.00	328.31	
			330951477001	Supplies, Office	74.81	0.00	74.81	
			330966141001	Supplies, Office	224.01	0.00	224.01	
			330974406001	Supplies, Office	35.83	0.00	35.83	
			331046688001	Supplies, Office	502.46	0.00	502.46	
			331098738001	Supplies, Office	-149.90	0.00	-149.90	
			331105886001	Supplies, Office	86.96	0.00	86.96	
			331387684001	Supplies, Office	46.30	0.00	46.30	
			331481576001	Supplies, Office	2.25	0.00	2.25	
			331621519001	Supplies, Office	14.90	0.00	14.90	
			331811071001	Supplies, Office	5.20	0.00	5.20	
			331882772001	Supplies, Office	400.75	0.00	400.75	
			332010710001	Supplies, Office	73.00	0.00	73.00	
			332110232001	Supplies, Office	29.42	0.00	29.42	
			332136682001	Supplies, Office	41.18	0.00	41.18	
			332297483001	Supplies, Office	9.65	0.00	9.65	
			332299011001	Supplies, Office	104.52	0.00	104.52	

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			332305928001	Supplies, Office	79.76	0.00	79.76	
			332322184001	Supplies, Office	14.31	0.00	14.31	
			332560025001	Supplies, Office	85.00	0.00	85.00	
			332839805001	Supplies, Office	188.88	0.00	188.88	
			332840122001	Supplies, Office	95.51	0.00	95.51	
			332840123001	Supplies, Office	24.02	0.00	24.02	
			332867167001	Supplies, Office	24.56	0.00	24.56	
			332916080001	Supplies, Office	195.30	0.00	195.30	
			333289262001	Supplies, Office	8.12	0.00	8.12	
			333318036001	Supplies, Office	198.53	0.00	198.53	
			333335922001	Supplies, Office	142.43	0.00	142.43	
			333337931001	Supplies, Office	-11.48	0.00	-11.48	
			333603212001	Supplies, Office	6.86	0.00	6.86	
			333612370001	Supplies, Office	5.11	0.00	5.11	
			333679921001	Supplies, Office	63.19	0.00	63.19	
			333725309001	Supplies, Office	40.84	0.00	40.84	
			333734539001	Supplies, Office	17.42	0.00	17.42	
			333741125001	Supplies, Office	43.59	0.00	43.59	
			333834459001	Supplies, Office	96.30	0.00	96.30	
			333837123001	Supplies, Office	145.81	0.00	145.81	
			334087327001	Supplies, Office	159.65	0.00	159.65	
			334087528001	Supplies, Office	102.84	0.00	102.84	
			334260684001	Supplies, Office	131.42	0.00	131.42	
			334515291001	Supplies, Office	224.99	0.00	224.99	
			334839314001	Supplies, Office	32.36	0.00	32.36	
			334872142001	Supplies, Office	230.00	0.00	230.00	
			334973831001	Supplies, Office	67.21	0.00	67.21	
			334988148001	Supplies, Office	17.16	0.00	17.16	
			335218103001	Supplies, Office	108.68	0.00	108.68	
			335409612001	Supplies, Office	152.47	0.00	152.47	
			335420005001	Supplies, Office	207.09	0.00	207.09	

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			335514021001	Supplies, Office	53.91	0.00	53.91	
			335703051001	Supplies, Office	267.29	0.00	267.29	
xxx315545	7/9/19	AMS.NET INC	0030552	Hardware Maintenance	32,700.00	0.00	32,700.00	<b>\$32,700.00</b>
xxx315546	7/9/19	ASSETWORKS	605-4506	Software Licensing & Support	16,114.07	0.00	16,114.07	<b>\$16,114.07</b>
xxx315547	7/9/19	BAUER COMPRESSORS INC	0000255409	Safety Equipment Maintenance & Repair	2,082.14	0.00	2,082.14	<b>\$2,082.14</b>
xxx315548	7/9/19	BIBLIOTHECA LLC	INV-US21972	Misc Equip Maint & Repair - Materials	56,631.21	0.00	56,631.21	<b>\$56,631.21</b>
xxx315549	7/9/19	BOUND TREE MEDICAL LLC	70278181	Miscellaneous Equipment	-237.84	0.00	-237.84	<b>\$14,154.84</b>
			83171316	Supplies, First Aid	2,640.12	0.00	2,640.12	
			83174518	Supplies, First Aid	523.18	0.00	523.18	
			83174519	Supplies, First Aid	138.39	0.00	138.39	
			83176446	Supplies, First Aid	905.03	0.00	905.03	
			83176447	Supplies, First Aid	4,478.16	0.00	4,478.16	
			83182031	Supplies, First Aid	179.20	0.00	179.20	
			83194404	Miscellaneous Equipment	4,750.86	0.00	4,750.86	
			83222648	Miscellaneous Equipment	777.74	0.00	777.74	
xxx315550	7/9/19	CSG CONSULTANTS INC	25377	Engineering Services	8,880.00	0.00	8,880.00	<b>\$8,880.00</b>
xxx315551	7/9/19	CUES INC	536342	Software Licensing & Support	2,500.00	0.00	2,500.00	<b>\$2,500.00</b>
xxx315552	7/9/19	CONTROL TECH WEST INC	2465	Miscellaneous Equipment Parts & Supplies	16,731.50	0.00	16,731.50	<b>\$16,731.50</b>
xxx315553	7/9/19	DAVEY RESOURCE GROUP	913712016	Software As a Service	2,100.00	0.00	2,100.00	<b>\$2,100.00</b>
xxx315554	7/9/19	GRANICUS INC	114084	Software As a Service	68,002.70	0.00	68,002.70	<b>\$68,002.70</b>
xxx315555	7/9/19	HAINES & COMPANY INC	INV3451	Software As a Service	2,320.00	0.00	2,320.00	<b>\$2,320.00</b>
xxx315556	7/9/19	HIGH LINE SOFTWARE INC	1559	Software Licensing & Support	67,058.00	0.00	67,058.00	<b>\$67,058.00</b>
xxx315557	7/9/19	INGRAM LIBRARY SERVICES INC	40755272	Library Acquisitions, Books	139.41	0.00	139.41	<b>\$20,061.75</b>
			40755272	Library Materials Preprocessing	8.07	0.00	8.07	
			40755276	Library Acquisitions, Books	948.45	0.00	948.45	
			40755276	Library Materials Preprocessing	838.61	0.00	838.61	
			40755277	Library Acquisitions, Books	891.26	0.00	891.26	
			40755277	Library Materials Preprocessing	311.27	0.00	311.27	
			40755278	Library Acquisitions, Books	693.91	0.00	693.91	
			40755279	Library Acquisitions, Books	2,611.13	0.00	2,611.13	
			40755279	Library Materials Preprocessing	165.84	0.00	165.84	

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			40755280	Library Acquisitions, Books	8,206.41	0.00	8,206.41	
			40755280	Library Materials Preprocessing	875.81	0.00	875.81	
			40755281	Library Acquisitions, Books	3,542.00	0.00	3,542.00	
			40755281	Library Materials Preprocessing	829.58	0.00	829.58	
xxx315559	7/9/19	INNOVATIVE INTERFACES INC	INV-INC22037	Software As a Service	26,691.17	0.00	26,691.17	<b>\$26,691.17</b>
xxx315560	7/9/19	KELLER SUPPLY COMPANY	S013131058.001	Chemicals	1,453.98	0.00	1,453.98	<b>\$1,453.98</b>
xxx315561	7/9/19	KELLY MOORE PAINT CO INC	820-384655	Bldg Maint Matls & Supplies	79.42	0.00	79.42	<b>\$79.42</b>
xxx315563	7/9/19	MIDWEST TAPE	97597309	Library Materials Preprocessing	24.50	0.00	24.50	<b>\$127.75</b>
			97597316	Library Materials Preprocessing	103.25	0.00	103.25	
xxx315564	7/9/19	MISSION LINEN SERVICE	510038501	Laundry & Cleaning Services	80.54	0.00	80.54	<b>\$582.00</b>
			510038504	Laundry & Cleaning Services	64.96	0.00	64.96	
			510084250	Laundry & Cleaning Services	80.54	0.00	80.54	
			510084253	Laundry & Cleaning Services	64.96	0.00	64.96	
			51011272REV	Laundry & Cleaning Services	-57.39	0.00	-57.39	
			510112772	Laundry & Cleaning Services	57.39	0.00	57.39	
			510150568	Laundry & Cleaning Services	80.54	0.00	80.54	
			510150571	Laundry & Cleaning Services	64.96	0.00	64.96	
			510194853	Laundry & Cleaning Services	80.54	0.00	80.54	
			510194856	Laundry & Cleaning Services	64.96	0.00	64.96	
xxx315565	7/9/19	MOTOPOST USA	147750	Clothing, Uniforms & Access	2,072.72	0.00	2,072.72	<b>\$2,072.72</b>
xxx315566	7/9/19	PINE CONE LUMBER CO INC	10854	Hand Tools	12.94	0.00	12.94	<b>\$12.94</b>
xxx315567	7/9/19	REEDS INDOOR RANGE	590529	Real Property Rental/Lease	140.00	0.00	140.00	<b>\$210.00</b>
			596503	Real Property Rental/Lease	70.00	0.00	70.00	
xxx315568	7/9/19	SFO REPROGRAPHICS	57660	Printing & Related Services	119.90	0.00	119.90	<b>\$1,406.41</b>
			57691	Printing & Related Services	169.47	0.00	169.47	
			57961	Printing & Related Services	178.11	0.00	178.11	
			58089	Printing & Related Services	105.08	0.00	105.08	
			58156	Printing & Related Services	141.70	0.00	141.70	
			58322	Printing & Related Services	95.92	0.00	95.92	
			58323	Printing & Related Services	158.05	0.00	158.05	
			58598	Printing & Related Services	45.78	0.00	45.78	

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			58599	Printing & Related Services	95.92	0.00	95.92	
			58693	Printing & Related Services	228.90	0.00	228.90	
			58694	Printing & Related Services	67.58	0.00	67.58	
xxx315569	7/9/19	SAFEWAY INC	430717-061919	Food Products	35.90	0.00	35.90	<b>\$288.83</b>
			662194-062019	Food Products	35.90	0.00	35.90	
			727022-061919	Food Products	44.39	0.00	44.39	
			800303-062519	General Supplies	85.91	0.00	85.91	
			806322-061819	Food Products	35.90	0.00	35.90	
			807757-060919	Food Products	50.83	0.00	50.83	
xxx315570	7/9/19	SANTA CLARA VLY TRANSPORTATION AUTHORITY	0000019785	DED Services/Training - Transportation	2,200.00	0.00	2,200.00	<b>\$2,200.00</b>
xxx315571	7/9/19	SILVER & WRIGHT LLP	25781	Legal Services	527.30	0.00	527.30	<b>\$527.30</b>
xxx315572	7/9/19	SITEONE LANDSCAPE SUPPLY LLC	92205873-002	Misc Equip Maint & Repair - Materials	118.15	0.00	118.15	<b>\$118.15</b>
xxx315573	7/9/19	TJKM	0048237	Engineering Services	2,165.00	0.00	2,165.00	<b>\$28,448.79</b>
			0048340	Engineering Services	26,283.79	0.00	26,283.79	
xxx315574	7/9/19	TMT ENTERPRISES INC	00137	Materials - Land Improve	1,393.75	0.00	1,393.75	<b>\$1,393.75</b>
xxx315575	7/9/19	TOGOS SUNNYVALE	20	Food Products	120.00	0.00	120.00	<b>\$120.00</b>
xxx315577	7/9/19	VMI INC	300471	Misc Equip Maint & Repair - Labor	220.00	0.00	220.00	<b>\$797.52</b>
			300504	Misc Equip Maint & Repair - Labor	220.00	0.00	220.00	
			300504	Misc Equip Maint & Repair - Materials	357.52	0.00	357.52	
xxx315578	7/9/19	VWR INTERNATIONAL LLC	8086660312	General Supplies	77.36	0.00	77.36	<b>\$578.33</b>
			8086662340	General Supplies	70.64	0.00	70.64	
			8086670672	General Supplies	65.40	0.00	65.40	
			8086670673	General Supplies	59.51	0.00	59.51	
			8086679324	General Supplies	185.38	0.00	185.38	
			8086679325	General Supplies	120.04	0.00	120.04	
xxx315579	7/9/19	VALLEY OIL CO	44662	Fuel, Oil & Lubricants	143.88	0.00	143.88	<b>\$3,574.77</b>
			45121	Fuel, Oil & Lubricants	211.90	0.00	211.90	
			979884	Inventory Purchase	1,538.06	0.00	1,538.06	
			979885	Inventory Purchase	1,680.93	0.00	1,680.93	
xxx315580	7/9/19	VERITIV OPERATING COMPANY	035-32411870	General Supplies	355.90	0.00	355.90	<b>\$483.55</b>



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			035-32411896	General Supplies	127.65	0.00	127.65	
xxx315581	7/9/19	WECK LABORATORIES INC	W9F1376	Water Lab Services	700.57	0.00	700.57	<b>\$700.57</b>
xxx315582	7/9/19	WECO INDUSTRIES LLC	0043563-IN	Misc Equip Maint & Repair	5,883.14	0.00	5,883.14	<b>\$5,883.14</b>
xxx315583	7/9/19	WINSUPPLY OF SILICON VALLEY	004957 00	Miscellaneous Equipment Parts & Supplies	97.61	0.00	97.61	<b>\$97.61</b>
xxx315584	7/9/19	UNITED STATES POSTAL SERVICE	P#004-070219	Postage	425.00	0.00	425.00	<b>\$425.00</b>
xxx315585	7/9/19	CYRUS S FAKHARI & CHIEH-CHUN LIN	2018-2321	Permit - Building	379.72	0.00	379.72	<b>\$581.22</b>
			2018-2321	Permit - Electrical	91.00	0.00	91.00	
			2018-2321	Permit - Plumbing & Gas	91.00	0.00	91.00	
			2018-2321	Technology Surcharge	19.50	0.00	19.50	
xxx315586	7/9/19	SCC DTAC	13-4646	Emergency Response	2,952.74	0.00	2,952.74	<b>\$2,952.74</b>
xxx315587	7/11/19	ACE FIRE EQUIPMENT & SERVICE CO INC	5037600	Inventory Purchase	583.16	0.00	583.16	<b>\$583.16</b>
xxx315588	7/11/19	ADAMSON POLICE PRODUCTS	INV304166	Clothing, Uniforms & Access	92.64	0.00	92.64	<b>\$92.64</b>
xxx315589	7/11/19	AFFORDABLE TURF & SPECIALTY TIRE	4031675	Parts, Vehicles & Motor Equip	133.16	0.00	133.16	<b>\$133.16</b>
xxx315590	7/11/19	ALL CITY MANAGEMENT SERVICES INC	62280	Contracts/Service Agreements	11,319.42	0.00	11,319.42	<b>\$11,319.42</b>
xxx315591	7/11/19	AMERICAN LEAK DETECTION	23301A	Construction Services	1,485.00	0.00	1,485.00	<b>\$1,485.00</b>
xxx315592	7/11/19	APPLEONE EMPLOYMENT SERVICES	01-5190619	Salaries - Contract Personnel	13,199.02	0.00	13,199.02	<b>\$13,227.91</b>
			01-5190619	Travel Expenses - Mileage	28.89	0.00	28.89	
xxx315594	7/11/19	AUTOSCRIBE CORP	184760	Financial Services	1,388.94	0.00	1,388.94	<b>\$1,388.94</b>
xxx315595	7/11/19	BKF ENGINEERS	19060980	Engineering Services	9,236.01	0.00	9,236.01	<b>\$9,236.01</b>
xxx315596	7/11/19	BAE URBAN ECONOMICS	2276-MAY 19	Consultants	20,439.47	0.00	20,439.47	<b>\$20,439.47</b>
xxx315597	7/11/19	BAY AREA NEWS GROUP DIGITAL FIRST MEDIA	0006333333	Advertising Services	84.00	0.00	84.00	<b>\$186.00</b>
			0006340332	Advertising Services	102.00	0.00	102.00	
xxx315598	7/11/19	BELL ELECTRICAL SUPPLY	5583748	Electrical Parts & Supplies	100.91	0.00	100.91	<b>\$100.91</b>
xxx315599	7/11/19	BIBLIOTHECA LLC	INV-US21821	Library Periodicals/Databases	4,829.27	0.00	4,829.27	<b>\$4,829.27</b>
xxx315600	7/11/19	BOETHING TREELAND FARMS INC	SI-1200667	Materials - Land Improve	1,603.66	0.00	1,603.66	<b>\$1,603.66</b>
xxx315601	7/11/19	BOUND TREE MEDICAL LLC	83235169	Supplies, First Aid	92.82	0.00	92.82	<b>\$2,627.07</b>
			83247523	Supplies, First Aid	2,534.25	0.00	2,534.25	
xxx315602	7/11/19	BURTONS FIRE INC	S45317	Parts, Vehicles & Motor Equip	1,052.90	0.00	1,052.90	<b>\$1,052.90</b>
xxx315603	7/11/19	CALPELRA	FY2019-2020	Membership Fees	2,590.00	0.00	2,590.00	<b>\$7,455.00</b>
			NOV/19-22/2019	Travel Expenses - Other	4,865.00	0.00	4,865.00	
xxx315605	7/11/19	CSG CONSULTANTS INC	25431	Engineering Services	1,860.00	0.00	1,860.00	<b>\$8,260.00</b>

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			25433	Engineering Services	6,400.00	0.00	6,400.00	
xxx315606	7/11/19	CALTEST ANALYTICAL LABORATORY	599803	Water Lab Services	115.66	0.00	115.66	<b>\$984.23</b>
			599804	Water Lab Services	57.83	0.00	57.83	
			599805	Water Lab Services	115.66	0.00	115.66	
			599806	Water Lab Services	57.83	0.00	57.83	
			599850	Water Lab Services	57.83	0.00	57.83	
			599944	Water Lab Services	65.70	0.00	65.70	
			599945	Water Lab Services	65.70	0.00	65.70	
			599946	Water Lab Services	65.70	0.00	65.70	
			599947	Water Lab Services	65.70	0.00	65.70	
			599948	Water Lab Services	65.70	0.00	65.70	
			599970	Water Lab Services	250.92	0.00	250.92	
xxx315607	7/11/19	CITIES ASSN OF SANTA CLARA COUNTY	1046	Membership Fees	13,046.27	0.00	13,046.27	<b>\$13,046.27</b>
xxx315608	7/11/19	CLAY PLANET	221295	General Supplies	150.37	0.00	150.37	<b>\$150.37</b>
xxx315609	7/11/19	COCOBOLO SOFTWARE LLC	201906271955	Software Licensing & Support	464.00	0.00	464.00	<b>\$464.00</b>
xxx315610	7/11/19	CONCENTRA	1011600902	Pre-Employment Testing	152.00	0.00	152.00	<b>\$152.00</b>
xxx315611	7/11/19	CONCENTRA MEDICAL CENTERS	1011600902	Pre-Employment Testing	0.00	0.00	0.00	<b>\$3,547.00</b>
			64305071	Pre-Employment Testing	906.00	0.00	906.00	
			64358080	Pre-Employment Testing	2,155.00	0.00	2,155.00	
			64477489	Pre-Employment Testing	486.00	0.00	486.00	
			661389149	Pre-Employment Testing	0.00	0.00	0.00	
xxx315612	7/11/19	CONCENTRA MEDICAL CENTERS	661389149	Pre-Employment Testing	147.00	0.00	147.00	<b>\$147.00</b>
xxx315613	7/11/19	CONSOLIDATED PARTS INC	5055735	Electrical Parts & Supplies	327.00	0.00	327.00	<b>\$327.00</b>
xxx315614	7/11/19	COUNTY LEGAL & NOTARY SERVICE	7066477	Contracts/Service Agreements	45.00	0.00	45.00	<b>\$730.00</b>
			7070665	Contracts/Service Agreements	45.00	0.00	45.00	
			7072813	Contracts/Service Agreements	45.00	0.00	45.00	
			7072814	Contracts/Service Agreements	45.00	0.00	45.00	
			7075247	Contracts/Service Agreements	45.00	0.00	45.00	
			7075582	Contracts/Service Agreements	45.00	0.00	45.00	
			7075820	Contracts/Service Agreements	55.00	0.00	55.00	
			7079005	Contracts/Service Agreements	45.00	0.00	45.00	

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			7079178	Contracts/Service Agreements	45.00	0.00	45.00	
			7079472	Contracts/Service Agreements	45.00	0.00	45.00	
			7080254	Contracts/Service Agreements	45.00	0.00	45.00	
			7080277	Contracts/Service Agreements	90.00	0.00	90.00	
			7080279	Contracts/Service Agreements	90.00	0.00	90.00	
			7080415	Contracts/Service Agreements	45.00	0.00	45.00	
xxx315616	7/11/19	COUNTY OF SANTA CLARA OFC OF THE SHERIFF	1800068452	Real Property Rental/Lease	250.00	0.00	250.00	<b>\$250.00</b>
xxx315617	7/11/19	CREATIVE SECURITY COMPANY INC	51553	Professional Services	1,991.00	0.00	1,991.00	<b>\$1,991.00</b>
xxx315618	7/11/19	DEBRA CHROMCZAK	69	General Supplies	498.75	0.00	498.75	<b>\$498.75</b>
xxx315619	7/11/19	DELL MARKETING LP	10324136102	Computer Hardware	3,244.47	0.00	3,244.47	<b>\$16,598.52</b>
			10325260304	Computer Hardware	1,297.10	0.00	1,297.10	
			10325473206	Computer Hardware	2,992.93	0.00	2,992.93	
			10325526119	Computer Hardware	9,064.02	0.00	9,064.02	
xxx315620	7/11/19	DETAIL PLUS	4692	Automotive Maintenance & Repair Labor	75.00	0.00	75.00	<b>\$75.00</b>
xxx315621	7/11/19	DUKES ROOT CONTROL INC	15696	Construction Services	55,000.00	0.00	55,000.00	<b>\$55,000.00</b>
xxx315623	7/11/19	ESBRO	65072	Chemicals	1,698.95	0.00	1,698.95	<b>\$1,698.95</b>
xxx315624	7/11/19	EUPHRAT MUSEUM OF ART	256	Rec Instructors/Officials	3,750.00	0.00	3,750.00	<b>\$3,750.00</b>
xxx315625	7/11/19	FEDEX	6-590-48009	General Supplies	4.44	0.00	4.44	<b>\$11.69</b>
			6-597-21572	General Supplies	7.25	0.00	7.25	
xxx315626	7/11/19	FERGUSON WATERWORKS	1466055	Inventory Purchase	2,135.75	0.00	2,135.75	<b>\$2,135.75</b>
xxx315628	7/11/19	FOSTER BROS SECURITY SYSTEMS INC	311433	Bldg Maint Matls & Supplies	52.27	0.00	52.27	<b>\$292.07</b>
			311522	Bldg Maint Matls & Supplies	239.80	0.00	239.80	
xxx315629	7/11/19	GARDENLAND POWER EQUIPMENT	673437	Misc Equip Maint & Repair	214.73	0.00	214.73	<b>\$214.73</b>
xxx315630	7/11/19	GENUENT GLOBAL LLC	808624	Professional Services	3,600.00	0.00	3,600.00	<b>\$7,200.00</b>
			809247	Professional Services	3,600.00	0.00	3,600.00	
xxx315631	7/11/19	GEORGE HILLS CO INC	INV1015657	Liability Claims Adjustor	7,916.63	0.00	7,916.63	<b>\$7,916.63</b>
xxx315632	7/11/19	GOLDEN BAY FENCE PLUS	19033-F	Professional Services	8,681.00	0.00	8,681.00	<b>\$8,681.00</b>
xxx315633	7/11/19	GOLDFARB & LIPMAN LLP	131569	Legal Services	3,200.00	0.00	3,200.00	<b>\$3,200.00</b>
xxx315634	7/11/19	GOODYEAR COMMERCIAL TIRE & SERVICE CTR	189-1101519	Auto Maint & Repair - Labor	259.08	0.00	259.08	<b>\$937.52</b>
			189-1101519	Auto Maint & Repair - Materials	70.33	0.00	70.33	

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			189-1101582	Parts, Vehicles & Motor Equip	276.01	0.00	276.01	
			189-1101583	Parts, Vehicles & Motor Equip	332.10	0.00	332.10	
xxx315635	7/11/19	GRAINGER	9165719353	General Supplies	320.40	0.00	320.40	<b>\$320.40</b>
xxx315636	7/11/19	GRAYBAR ELECTRIC CO INC	9310658062	Communication Equipment	183.56	0.00	183.56	<b>\$183.56</b>
xxx315637	7/11/19	GREENSIDE SUPPLY & SERVICE	040104	Inventory Purchase	211.90	0.00	211.90	<b>\$211.90</b>
xxx315638	7/11/19	H & R PLUMBING AND DRAIN CLEANING INC	2071	Construction Services	38,900.00	0.00	38,900.00	<b>\$38,900.00</b>
xxx315640	7/11/19	HYBRID COMMERCIAL PRINTING INC	26887	Printing & Related Services	1,399.56	0.00	1,399.56	<b>\$3,949.07</b>
			26888	Printing & Related Services	430.55	0.00	430.55	
			26892	Printing & Related Services	288.85	0.00	288.85	
			26914	Printing & Related Services	1,432.26	0.00	1,432.26	
			26915	Printing & Related Services	397.85	0.00	397.85	
xxx315641	7/11/19	IBI GROUP A CALIFORNIA PARTNERSHIP	0010001870	Engineering Services	8,238.94	0.00	8,238.94	<b>\$8,238.94</b>
xxx315643	7/11/19	IMPERIAL SPRINKLER SUPPLY	3698122-00	Materials - Land Improve	158.94	0.00	158.94	<b>\$158.94</b>
xxx315644	7/11/19	INFOSEND INC	140515	Financial Services	1,241.81	0.00	1,241.81	<b>\$48,154.43</b>
			143151	Financial Services	1,262.80	0.00	1,262.80	
			144453	Financial Services	1,271.11	0.00	1,271.11	
			150586	Financial Services	1,281.84	0.00	1,281.84	
			151001	Mailing & Delivery Services	170.75	0.00	170.75	
			151002	Postage	217.06	0.00	217.06	
			152501	Mailing & Delivery Services	1,381.50	0.00	1,381.50	
			152502	Postage	2,231.62	0.00	2,231.62	
			152730	Mailing & Delivery Services	6,156.55	0.00	6,156.55	
			152731	Postage	17,878.61	0.00	17,878.61	
			152941	Mailing & Delivery Services	1,079.44	0.00	1,079.44	
			152942	Postage	1,725.12	0.00	1,725.12	
			153498	Financial Services	1,289.50	0.00	1,289.50	
			153976	Mailing & Delivery Services	901.06	0.00	901.06	
			153977	Postage	1,607.01	0.00	1,607.01	
			154493	Mailing & Delivery Services	1,583.69	0.00	1,583.69	
			154494	Postage	2,872.34	0.00	2,872.34	

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			155072	Financial Services	1,295.36	0.00	1,295.36	
			155294	Mailing & Delivery Services	2,707.26	0.00	2,707.26	
xxx315648	7/11/19	INTERSTATE BATTERY SYSTEM OF SAN JOSE	10285695	Parts, Vehicles & Motor Equip	1,130.85	0.00	1,130.85	<b>\$2,263.66</b>
			20251957	Parts, Vehicles & Motor Equip	673.80	0.00	673.80	
			20251958	Parts, Vehicles & Motor Equip	459.01	0.00	459.01	
xxx315649	7/11/19	INTERSTATE GRADING & PAVING INC	PVMTRHB2018 #02	Construction Services	99,324.87	0.00	99,324.87	<b>\$99,324.87</b>
xxx315650	7/11/19	IRVINE & JACHENS INC	2824	General Supplies	969.01	0.00	969.01	<b>\$1,809.59</b>
			2825	General Supplies	840.58	0.00	840.58	
xxx315651	7/11/19	JENNIFER YEE	062219 EVENT	Community Services Grant	485.55	0.00	485.55	<b>\$485.55</b>
xxx315652	7/11/19	JOHNSON ROBERTS & ASSOC INC	139850	Investigation Expense	15.00	0.00	15.00	<b>\$15.00</b>
xxx315653	7/11/19	KMVT COMMUNITY TELEVISION	7433A	Engineering Services	910.00	0.00	910.00	<b>\$910.00</b>
xxx315654	7/11/19	KEENAN & ASSOCIATES	228864	Occupational Health and Safety Services - Other	22,144.00	0.00	22,144.00	<b>\$22,144.00</b>
xxx315655	7/11/19	KIMLEY HORN & ASSOC INC	13895098	Consultants	5,170.00	0.00	5,170.00	<b>\$5,170.00</b>
xxx315656	7/11/19	LANCESOFT, INC.	LR-2019-16370	Professional Services	4,400.00	0.00	4,400.00	<b>\$4,400.00</b>
xxx315657	7/11/19	LAWSON PRODUCTS INC	9306833236	Miscellaneous Equipment Parts & Supplies	35.64	0.00	35.64	<b>\$35.64</b>
xxx315658	7/11/19	LEVEL 3 COMMUNICATIONS LLC	82232270	Telecommunication Services	4,853.96	0.00	4,853.96	<b>\$4,853.96</b>
xxx315659	7/11/19	LEXISNEXIS RISK SOLUTIONS	1409790-190531	Financial Services	130.00	0.00	130.00	<b>\$130.00</b>
xxx315660	7/11/19	LIFEMOVES	1819-827550 #3	Outside Group Funding	18,197.00	0.00	18,197.00	<b>\$18,197.00</b>
xxx315661	7/11/19	MTI TECH SERVICES	58	Software Licensing & Support	1,150.00	0.00	1,150.00	<b>\$1,150.00</b>
xxx315662	7/11/19	MUFG UNION BANK NA	033119-053119	Financial Services	16,427.73	0.00	16,427.73	<b>\$16,427.73</b>
xxx315663	7/11/19	MACIAS GINI AND OCONNELL LLP	265354	Financial Services	2,201.00	0.00	2,201.00	<b>\$7,137.00</b>
			265356	Financial Services	1,206.00	0.00	1,206.00	
			265358	Financial Services	3,730.00	0.00	3,730.00	
xxx315664	7/11/19	MAHAN AND SONS INC	1696	Services Maintain Land Improv	1,030.00	0.00	1,030.00	<b>\$2,060.00</b>
			1703	Services Maintain Land Improv	1,030.00	0.00	1,030.00	
xxx315665	7/11/19	MCMaster CARR SUPPLY CO	96632462	Miscellaneous Equipment Parts & Supplies	213.50	0.00	213.50	<b>\$1,219.48</b>
			97341542	Miscellaneous Equipment Parts & Supplies	920.59	0.00	920.59	
			98924206	Miscellaneous Equipment Parts & Supplies	85.39	0.00	85.39	
xxx315666	7/11/19	MIDPEN HOUSING CORPORATION	1718-832040#11	Outside Group Funding	48,845.90	0.00	48,845.90	<b>\$48,845.90</b>
xxx315667	7/11/19	MOTOROLA	41269272	Communication Equipment	7,725.95	0.00	7,725.95	<b>\$9,589.58</b>

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xxx315668	7/11/19	MOUNTAIN VIEW GARDEN CENTER	41269519	Communication Equipment	1,863.63	0.00	1,863.63	<b>\$2,135.59</b>
			99326	Materials - Land Improve	140.56	0.00	140.56	
			99330	Materials - Land Improve	170.04	0.00	170.04	
			99349	Materials - Land Improve	127.80	0.00	127.80	
			99422	Materials - Land Improve	335.72	0.00	335.72	
			99454	Materials - Land Improve	113.63	0.00	113.63	
			99511	Materials - Land Improve	117.45	0.00	117.45	
			99530	Materials - Land Improve	127.80	0.00	127.80	
			99532	Materials - Land Improve	83.93	0.00	83.93	
			99542	Facilities Maint & Repair	119.36	0.00	119.36	
			99564	Materials - Land Improve	217.78	0.00	217.78	
			99587	Materials - Land Improve	251.79	0.00	251.79	
			99628	Materials - Land Improve	212.28	0.00	212.28	
			99643	Materials - Land Improve	117.45	0.00	117.45	
xxx315670	7/11/19	NAPA AUTO PARTS	5983-471736	Parts, Vehicles & Motor Equip	623.15	0.00	623.15	<b>\$1,399.70</b>
			5983-474043	Parts, Vehicles & Motor Equip	38.89	0.00	38.89	
			5983-474073R	Parts, Vehicles & Motor Equip	-38.89	0.00	-38.89	
			5983-475608	Parts, Vehicles & Motor Equip	132.18	0.00	132.18	
			5983-475782	Parts, Vehicles & Motor Equip	123.58	0.00	123.58	
			5983-475876	Parts, Vehicles & Motor Equip	9.25	0.00	9.25	
			5983-476024	Parts, Vehicles & Motor Equip	1.94	0.00	1.94	
			5983-476055	Parts, Vehicles & Motor Equip	190.77	0.00	190.77	
			5983-476095	Parts, Vehicles & Motor Equip	55.64	0.00	55.64	
			5983-476096	Parts, Vehicles & Motor Equip	-96.86	0.00	-96.86	
			5983-476103	Parts, Vehicles & Motor Equip	103.68	0.00	103.68	
			5983-476800	Inventory Purchase	261.60	5.23	256.37	
xxx315672	7/11/19	NATIONAL CONSTRUCTION RENTALS INC	5393434	Equipment Rental/Lease	235.40	0.00	235.40	<b>\$366.30</b>
			5393435	Equipment Rental/Lease	130.90	0.00	130.90	
xxx315673	7/11/19	NATIONAL DATA & SURVEYING SERVICES INC	19-8301	Consultants	1,050.00	0.00	1,050.00	<b>\$1,050.00</b>
xxx315674	7/11/19	NIELSEN MERKSAMER PARRINELLO GROSS &	190341	Legal Services	24,626.23	0.00	24,626.23	<b>\$24,626.23</b>
xxx315675	7/11/19	NUTRIEN AG SOLUTIONS, INC						<b>\$1,090.00</b>

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			38603371	Materials - Land Improve	1,090.00	0.00	1,090.00	
xxx315676	7/11/19	ORACLE AMERICA INC	44429014	Software Licensing & Support	5,752.16	0.00	5,752.16	<b>\$5,752.16</b>
xxx315677	7/11/19	PMT PEST CONTROL SERVICE	1419	Services Maintain Land Improv	4,425.00	0.00	4,425.00	<b>\$4,425.00</b>
xxx315678	7/11/19	PACIFIC PLUMBING & UNDERGROUND	51848SR	Facilities Maintenance & Repair Labor	950.00	0.00	950.00	<b>\$950.00</b>
xxx315679	7/11/19	PETERSON	R3224421	Equipment Rental/Lease	8,569.14	0.00	8,569.14	<b>\$14,929.26</b>
			SW240158124	Misc Equip Maint & Repair - Labor	3,796.58	0.00	3,796.58	
			SW240158124	Misc Equip Maint & Repair - Materials	2,563.54	0.00	2,563.54	
xxx315680	7/11/19	PORTNOV COMPUTER SCHOOL	07-01-19	DED Services/Training - Training	595.00	0.00	595.00	<b>\$1,190.00</b>
			07-04-19	DED Services/Training - Training	595.00	0.00	595.00	
xxx315681	7/11/19	R & B CO	S1823471.002	Materials - Land Improve	4,489.06	0.00	4,489.06	<b>\$4,489.06</b>
xxx315682	7/11/19	RACY MING ASSOC LLC	JUN2019	Contracts/Service Agreements	4,500.00	0.00	4,500.00	<b>\$4,500.00</b>
xxx315683	7/11/19	RASH CURTIS & ASSOC	517400000236	Financial Services	17.85	0.00	17.85	<b>\$507.12</b>
			662700000371	Financial Services	489.27	0.00	489.27	
xxx315684	7/11/19	REED & GRAHAM INC	949880	Materials - Land Improve	5,618.43	0.00	5,618.43	<b>\$12,296.51</b>
			950024	Materials - Land Improve	6,678.08	0.00	6,678.08	
xxx315685	7/11/19	SCS FIELD SERVICES INC	0353437	Services Maintain Land Improv	1,595.00	0.00	1,595.00	<b>\$6,835.50</b>
			0353438	Engineering Services	5,240.50	0.00	5,240.50	
xxx315686	7/11/19	SAFETY KLEEN SYSTEMS INC	80096492	HazMat Disposal - Hazardous Waste Disposal	848.21	0.00	848.21	<b>\$848.21</b>
xxx315687	7/11/19	SAN FRANCISCO STATE UNIVERSITY	761722	DED Services/Training - Training	495.00	0.00	495.00	<b>\$1,785.00</b>
			761723	DED Services/Training - Training	300.00	0.00	300.00	
			761762	DED Services/Training - Training	990.00	0.00	990.00	
xxx315688	7/11/19	SAN MATEO MEDICAL CENTER	1548	Utilities - Mobile Phones - City Mobile Phones	700.00	0.00	700.00	<b>\$700.00</b>
xxx315689	7/11/19	SIGLER WHOLESALE DISTRIBUTORS	INVSJ19012186	Bldg Maint Matls & Supplies	107.60	0.00	107.60	<b>\$107.60</b>
xxx315690	7/11/19	SILICON VALLEY POLYTECHNIC INSTITUTE	06142019-627	DED Services/Training - Training	2,700.00	0.00	2,700.00	<b>\$9,000.00</b>
			07032019-636	DED Services/Training - Training	300.00	0.00	300.00	
			07032019-637	DED Services/Training - Training	300.00	0.00	300.00	
			07032019-638	DED Services/Training - Training	2,700.00	0.00	2,700.00	
			07032019-640	DED Services/Training - Training	300.00	0.00	300.00	
			07092019-639	DED Services/Training - Training	2,700.00	0.00	2,700.00	
xxx315691	7/11/19	SMITHS GOPHER TRAPPING SERVICE	22258	Services Maintain Land Improv	875.00	0.00	875.00	<b>\$2,940.00</b>

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			26455	Professional Services	2,065.00	0.00	2,065.00	
xxx315692	7/11/19	STOP PROCESSING CENTER	18250	Financial Services	32.56	0.00	32.56	<b>\$32.56</b>
xxx315693	7/11/19	STUDIO EM GRAPHIC DESIGN	17584	Graphics Services	163.50	0.00	163.50	<b>\$163.50</b>
xxx315694	7/11/19	SUBURBAN PROPANE	2511126	Fuel, Oil & Lubricants	26.03	0.00	26.03	<b>\$26.03</b>
xxx315695	7/11/19	SUNNYVALE FORD	149560	Parts, Vehicles & Motor Equip	72.46	0.00	72.46	<b>\$2,607.37</b>
			149594	Parts, Vehicles & Motor Equip	572.25	0.00	572.25	
			149640	Parts, Vehicles & Motor Equip	60.09	0.00	60.09	
			149672	Parts, Vehicles & Motor Equip	137.55	0.00	137.55	
			149677	Parts, Vehicles & Motor Equip	418.39	0.00	418.39	
			149830	Parts, Vehicles & Motor Equip	57.65	0.00	57.65	
			149903	Parts, Vehicles & Motor Equip	257.29	0.00	257.29	
			149991	Parts, Vehicles & Motor Equip	248.25	0.00	248.25	
			150037	Parts, Vehicles & Motor Equip	29.63	0.00	29.63	
			150077	Parts, Vehicles & Motor Equip	165.31	0.00	165.31	
			150079	Parts, Vehicles & Motor Equip	22.00	0.00	22.00	
			150099	Parts, Vehicles & Motor Equip	166.41	0.00	166.41	
			150313	Parts, Vehicles & Motor Equip	158.05	0.00	158.05	
			150317	Parts, Vehicles & Motor Equip	238.49	0.00	238.49	
			150319	Parts, Vehicles & Motor Equip	67.26	0.00	67.26	
			150407	Parts, Vehicles & Motor Equip	24.61	0.00	24.61	
			150439	Parts, Vehicles & Motor Equip	107.25	0.00	107.25	
			150444	Parts, Vehicles & Motor Equip	131.43	0.00	131.43	
			CM149594	Parts, Vehicles & Motor Equip	-327.00	0.00	-327.00	
xxx315697	7/11/19	SUPERIOR PRESS	3986618	Printing & Related Services	140.26	0.00	140.26	<b>\$454.90</b>
			3999900	Financial Services	314.64	0.00	314.64	
xxx315698	7/11/19	TALON ECOLOGICAL RESEARCH GROUP	SUNNYVALE20194	Services Maintain Land Improv	240.00	0.00	240.00	<b>\$240.00</b>
xxx315699	7/11/19	TARGET SPECIALTY PRODUCTS INC	PI0993104	Materials - Land Improve	569.37	0.00	569.37	<b>\$1,965.00</b>
			PI0994402	Materials - Land Improve	1,159.60	0.00	1,159.60	
			PI0995146	Materials - Land Improve	236.03	0.00	236.03	
xxx315700	7/11/19	TAYLORMADE GOLF CO	33827376	Inventory Purchase	303.93	5.79	298.14	<b>\$298.14</b>



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xxx315701	7/11/19	TRISTAR RISK MANAGEMENT	107599	Workers' Compensation - Claims	1,213.35	0.00	1,213.35	<b>\$3,967.10</b>
			96148	Workers' Compensation - Administration	1,532.92	0.00	1,532.92	
			97461	Workers' Compensation - Administration	1,220.83	0.00	1,220.83	
xxx315702	7/11/19	TURF STAR INC	7070222-00	Materials - Land Improve	1,772.11	0.00	1,772.11	<b>\$1,772.11</b>
xxx315703	7/11/19	UNITED SITE SERVICES OF CALIFORNIA INC	114-8510086	Miscellaneous Services	233.71	0.00	233.71	<b>\$233.71</b>
xxx315704	7/11/19	VERDE DESIGN INC	17-1713500	Engineering Services	91,910.67	0.00	91,910.67	<b>\$91,910.67</b>
xxx315705	7/11/19	WATER WORKS ENGINEERS LLC	9798	Consultants	1,016.90	0.00	1,016.90	<b>\$1,016.90</b>
xxx315706	7/11/19	WINSUPPLY OF SILICON VALLEY	004957 02	Miscellaneous Equipment Parts & Supplies	277.71	0.00	277.71	<b>\$277.71</b>
xxx315707	7/11/19	CSULB FOUNDATION	2017	Training and Conferences	1,332.00	0.00	1,332.00	<b>\$1,332.00</b>
xxx315708	7/11/19	SAN FRANCISCO BAY CONSERVATION AND	M198301603BA L	Taxes & Licenses	195.50	0.00	195.50	<b>\$195.50</b>
xxx315709	7/11/19	SPEAR STREET CAPITAL LLC	2017-9211	Deposits Payable - Miscellaneous > \$10K	1,078,500.00	0.00	1,078,500.00	<b>\$1,078,500.00</b>
xxx315710	7/11/19	STATE WATER RESOURCES CONTROL BOARD	RAMIREZ G3EXAM	Membership Fees	230.00	0.00	230.00	<b>\$230.00</b>
xxx315711	7/11/19	ANJALI ANJALI	442080	Refund Recreation Fees	10.00	0.00	10.00	<b>\$10.00</b>
xxx315712	7/11/19	BEATRICE MAGDALENO	440834	Refund Recreation Fees	116.00	0.00	116.00	<b>\$116.00</b>
xxx315713	7/11/19	BILL & CINDY MC ALISTER	119301-69390	Refund Utility Account Credit	137.56	0.00	137.56	<b>\$137.56</b>
xxx315714	7/11/19	DHANYA SUBRAMANIAN	441211	Refund Recreation Fees	350.00	0.00	350.00	<b>\$350.00</b>
xxx315715	7/11/19	ELLEN MORAIS	442088	Refund Recreation Fees	10.00	0.00	10.00	<b>\$10.00</b>
xxx315716	7/11/19	FLORA CORTES	442129	Refund Recreation Fees	350.00	0.00	350.00	<b>\$350.00</b>
xxx315717	7/11/19	JOYCE LANDES	441112	Refund Recreation Fees	179.00	0.00	179.00	<b>\$179.00</b>
xxx315719	7/11/19	NYISHA RAYGOZA	440807	Refund Recreation Fees	30.00	0.00	30.00	<b>\$30.00</b>
xxx315720	7/11/19	SC BUILDERS INC	196693-11350	Refund Utility Account Credit	2,418.72	0.00	2,418.72	<b>\$2,418.72</b>
xxx315721	7/11/19	SKILLNET SOLUTIONS INC	148035-48932	Refund Utility Account Credit	35.98	0.00	35.98	<b>\$35.98</b>
xxx315722	7/11/19	VALERIY MANTEL	441208	Refund Recreation Fees	500.00	0.00	500.00	<b>\$500.00</b>
xxx100823	7/12/19	BAY COUNTIES WASTE SERVICES	MAY2019	Curbside Revenues - Mountain View	-45,206.83	0.00	-45,206.83	<b>\$1,089,716.12</b>
			MAY2019	Host Fees - SMaRT Station - Public Haul Fees	-8,655.57	0.00	-8,655.57	
			MAY2019	MRF Revenues - SMaRT - For Distribution	9,610.90	0.00	9,610.90	

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			MAY2019	SMaRT Public Haul Receipts - For Distribution	-118,263.32	0.00	-118,263.32	
			MAY2019	Yardwaste - Mountain View	27,155.88	0.00	27,155.88	
			MAY2019	Yardwaste - Palo Alto	1,555.06	0.00	1,555.06	
			MAY2019	Yardwaste - Sunnyvale	16,401.97	0.00	16,401.97	
			MAY2019	Consultants	1,460.00	0.00	1,460.00	
			MAY2019	Misc Equip Maint & Repair - Labor	585.00	0.00	585.00	
			MAY2019	Facilities Equipment	22,017.24	0.00	22,017.24	
			MAY2019	General Supplies	3,658.08	0.00	3,658.08	
			MAY2019	HazMat Disposal - Hazardous Waste Disposal	14,601.78	0.00	14,601.78	
			MAY2019	SMaRT Contractor Payment	1,164,795.93	0.00	1,164,795.93	
<b>Grand Total Payment Amount</b>								<b><u>\$4,297,026.03</u></b>



# City of Sunnyvale

## Agenda Item

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19-0601

Agenda Date: 7/30/2019

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### REPORT TO COUNCIL

#### **SUBJECT**

Authorize the Issuance of Three Blanket Purchase Orders for Piping Supplies for Water and Sewer Services (F19-094)

#### **REPORT IN BRIEF**

Approval is requested authorize the issuance of three blanket purchase orders, not to exceed budgeted amounts, to Ferguson Enterprises, Inc. dba Ferguson Waterworks of San Jose, R&B Co. of Hayward, and Core & Main LP of San Jose for piping supplies, and to authorize the City Manager to renew the contracts for up to three additional one-year periods within budget if pricing and service remain acceptable to the City.

#### **EXISTING POLICY**

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

#### **ENVIRONMENTAL REVIEW**

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

#### **BACKGROUND AND DISCUSSION**

Piping supplies such as valve parts, fittings, and couplings are used regularly by Environmental Services Department staff for both infrastructure maintenance and upgrades. Items that are used on a regular, high-volume basis are stocked at the Central Stores warehouse, while supplies needed for emergencies, special projects, or other repairs are purchased on an as-needed basis. All purchases are coordinated through Central Stores.

Bid specifications were prepared by Finance and Environmental Services staff. Invitation for Bids No. F19-094 was posted on the City's DemandStar public procurement network and directly provided to seven (7) suppliers. Sealed bids were publicly opened on April 3, 2019, with four (4) responsive bids received. A fifth bid was received from Corix Water Products, of Santa Clara, which staff recommends to be deemed non-responsive, as the bid was not submitted on the Revised Bid Form which included a number of new items for bid. The bid summary is contained in Attachment 1.

For bids with large part lists, it is typical that not all suppliers bid on all of the line items specified. Therefore, in order to ensure product availability, staff recommends establishing contracts with three suppliers, Ferguson Waterworks, R&B Co., and Core & Main LP. Purchase Order award amounts vary depending on the proportional quantity of low bid items each vendor is expected to provide. While required items will be routinely ordered from the low-bid supplier, if there is an urgent need for a particular item that is not readily available from the low-bid supplier, it can be obtained from one of the other suppliers.

### **FISCAL IMPACT**

For the last several years, these supply purchase orders have been established at not-to-exceed budgeted amounts because it is difficult to predict exactly how many items will be needed throughout the year. This difficulty is exacerbated by the City's aging infrastructure and the resulting increased maintenance.

Expenses have nearly doubled over the last several years, from an average of approximately \$300,000 between FY 2015/16 and FY 2017/18, to \$486,000 in FY 2018/19, largely due to a focus on proactively identifying and fixing deficiencies. These expenses have been within budgeted amounts in Operating Programs 360 (Water Resources) and 367 (Wastewater Collection), and various capital projects. As part of the annual budget process, staff will continue to analyze piping supplies purchases and recommend appropriate levels of expenditure for the contract term.

### **Funding Source**

Funding for these three (3) purchase orders are available in the Operating Programs 360 (Water Resources) from Water and Supply Distribution Fund and 367 (Wastewater Collection) from Wastewater Management Fund and various capital projects.

### **PUBLIC CONTACT**

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

### **RECOMMENDATION**

- Authorize the issuance of a blanket purchase order to Ferguson Enterprises, Inc. dba Ferguson Waterworks, R&B Co., and Core & Main LP in substantially the same form as Attachments 2, 3 and 4 respectively, not to exceed budgeted amounts.
- Reject the bid of Corix Water Products as non-responsive.
- Authorize the City Manager to renew the purchase orders for up to three additional one-year periods provided that pricing and service remain acceptable to the City.
- Authorize the City Manager to modify the purchase orders during the initial or additional one-year terms, within budgeted amounts.

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. Bid Summary
2. Draft Blanket Purchase Order for Ferguson Enterprises, Inc. dba Ferguson Waterworks
3. Draft Blanket Purchase Order for R&B Company
4. Draft Blanket Purchase Order for Core & Main

Invitation for Bids F19-094  
Pipe and Miscellaneous Pipe Supplies

Vendor Name

Address

Contact

			SiteOne Landscape Supply 1385 East 36th Street Cleveland, OH 44114 MoniquePotts			R & B Company 3486 Investment Blvd. STE A Hayward, CA 94545 Scott Silverthorn			Ferguson Enterprises, Inc. DBA Ferguson Waterworks 200 East Trimble Suite 900 San Jose, CA 95131 Carlos Ledon			Core & Main 1699 South 10th Street San Jose, CA 95112 Jacob Schellinger			Corix Water Products 3750 Bassett St. Santa Clara, CA 95054 Don Tucker		
Bid Item No.	Bid Description	Estimated Annual Usage	Product Offered	Unit	Unit Price	Product Offered	Unit	Unit Price	Product Offered	Unit	Unit Price	Product Offered	Unit	Unit Price	Product Offered	Unit	Unit Price
INVENTORY ITEMS																	
1.	2" Brass Cap	20 EA	Brand: Product No: 748-020	EA	\$23.8100	Brand: Product No: Smith Cooper 1006C	EA	\$12.9000	Brand: Product No: Merit Brass XNL116-32	EA	\$11.000	Brand: Product No: Matco Norca DB-CA082F	EA	\$25.250	Brand: Product No: Smith Cooper 36C-1020L	EA	
2.	4" Gland Pack w/Tri-Pac BlueT-Bolts, Gasket and Epoxy Coated Retainer	70 EA	Brand: Product No: Kennedy 108-GPA-04	EA	\$27.8230	Brand: Product No: Sigma EDG8 MGB	EA	\$20.5000	Brand: Product No: Tyler 523352	EA	\$28.400	Brand: Product No: Tyler Union	EA	\$26.030	Brand: Product No: Tyler	EA	
3.	4" Tyler/Union C153 MJ Solid Sleeve- Epoxy Coated	12 EA	Brand: Product No: Star Pipe Prod MJSC 04	EA	\$77.3140	Brand: Product No: Tyler / Union 31888	EA	\$34.6500	Brand: Product No: Tyler 31888	EA	\$39.000	Brand: Product No: Tyler Union	EA	\$78.090	Brand: Product No: Tyler	EA	
4.	6" Tyler/Union C153 MJ Solid Sleeve- Epoxy Coated	14 EA	Brand: Product No: Star Pipe Prod GMS Sleeve	EA	\$123.2200	Brand: Product No: Tyler / Union 31710	EA	\$61.0000	Brand: Product No: Tyler 31710	EA	\$68.000	Brand: Product No: Tyler Union	EA	\$117.820	Brand: Product No: Tyler 395690	EA	
5.	6" Gland Pack w/Tri-Pac BlueT-Bolts and Epoxy Coated Retainer	49 EA	Brand: Product No: Kennedy 108-GPA-06	EA	\$34.4110	Brand: Product No: Sigma EDG8 MGB	EA	\$26.4000	Brand: Product No: Tyler 523389	EA	\$32.800	Brand: Product No: Tyler Union	EA	\$32.880	Brand: Product No: Tyler	EA	
6.	8" Tyler/Union C153 MJ Solid Sleeve- Epoxy Coated	10 EA	Brand: Product No: Star Pipe Prod MJSL08	EA	\$49.0240	Brand: Product No: Tyler / Union 31727	EA	\$96.4000	Brand: Product No: Tyler 31727	EA	\$109.000	Brand: Product No: Tyler Union	EA	\$155.500	Brand: Product No: Tyler 397014	EA	
7.	8" Gland Pack w/Tri-Pac Blue T-Bolts and Epoxy Coated Retainer	35 EA	Brand: Product No: Kennedy 108-GPA-08	EA	\$40.3410	Brand: Product No: Sigma EDG8 MGB	EA	\$27.5000	Brand: Product No: Tyler 523376	EA	\$37.400	Brand: Product No: Tyler Union	EA	\$36.300	Brand: Product No: Tyler	EA	
8.	10" Tyler/Union C153 MJ Solid Sleeve- Epoxy Coated	4 EA	Brand: Product No: Star Pipe Prod 21108112T	EA	\$231.5040	Brand: Product No: Tyler / Union 31826	EA	\$114.0000	Brand: Product No: Tyler 31826	EA	\$129.000	Brand: Product No: Tyler Union	EA	\$223.310	Brand: Product No: Tyler 397556	EA	
9.	10" Gland Pack w/Tri-Pac Blue T-Bolts and Epoxy Coated Retainer	14 EA	Brand: Product No: Kennedy 108-GPA-10	EA	\$76.8010	Brand: Product No: Sigma EDG10 MGB	EA	\$39.4500	Brand: Product No: Tyler 523383	EA	\$52.300	Brand: Product No: Tyler Union	EA	\$50.000	Brand: Product No: Tyler	EA	
10.	12" Tyler/Union C153 MJ Solid Sleeve- Epoxy Coated	4 EA	Brand: Product No: Star Pipe Prod MJSL 12	EA	\$198.6010	Brand: Product No: Tyler / Union 31840	EA	\$148.0000	Brand: Product No: Tyler 31840	EA	\$168.000	Brand: Product No: Tyler Union	EA	\$294.550	Brand: Product No: Tyler 397663	EA	
11.	12" Gland Pack w/Tri-Pac Blue T-Bolts and Epoxy Coated Retainer	14 EA	Brand: Product No: Kennedy 108-GPA-12	EA	\$36.3870	Brand: Product No: Sigma EDG12 MGB	EA	\$41.5000	Brand: Product No: Tyler 523390	EA	\$53.400	Brand: Product No: Tyler Union	EA	\$52.060	Brand: Product No: Tyler	EA	
12.	2" Brass Elbow	20 EA	Brand: Product No: 535-100N	EA	\$21.9460	Brand: Product No: Smith Cooper 1020C	EA	\$18.2500	Brand: Product No: Merit Brass XNL101-32	EA	\$15.500	Brand: Product No: Matco Norca DB-19008LF	EA	\$29.450	Brand: Product No: Smith Cooper 36F-1020L	EA	
13.	2" Brass Coupling	15 EA	Brand: Product No: 535-700N	EA	\$416.9700	Brand: Product No: Smith Cooper 1020-36CPL	EA	\$15.7500	Brand: Product No: Merit Brass XNL111-32	EA	\$13.500	Brand: Product No: Matco Norca DB-CP08LP	EA	\$30.160	Brand: Product No: Smith Cooper 36CP-1020L	EA	
14.	3" Mueller, A-2361 316 SS Bolts, EPDM Wedge MJxFL, MJxMJ	24 EA	Brand: Product No: Mueller P-2361	EA	\$18.9070	Brand: Product No: Mueller A-2361-3	EA	\$315.0000	Brand: Product No: Clow Valve 26380321174002638033011740	EA	\$335.000	Brand: Product No: AVK S65	EA	315.65 / 299.40	Brand: Product No: Clow 2639	EA	
15.	4" Mueller, A-2361 316 SS Bolts, EPDM Wedge MJxFL, MJxMJ	24 EA	Brand: Product No: Mueller P-2361	EA	\$669.5440	Brand: Product No: Mueller A-2361-4	EA	\$356.0000	Brand: Product No: Clow Valve 26380421174002638043011740	EA	\$331.000	Brand: Product No: AVK S65	EA	352.35 / 336.77	Brand: Product No: Clow 2639	EA	
16.	6" Mueller, A-2361 316 SS Bolts, EPDM Wedge MJxFL, MJxMJ	15 EA	Brand: Product No: Mueller P-2361	EA	\$526.5570	Brand: Product No: Mueller A-2361-6	EA	\$438.0000	Brand: Product No: Clow Valve 2638062117400263806301740	EA	\$423.000	Brand: Product No: AVK S65	EA	449.85 / 449.85	Brand: Product No: Clow 2639	EA	
17.	8" Mueller, A-2361 316 SS Bolts, EPDM Wedge MJxFL, MJxMJ	15 EA	Brand: Product No: Mueller P-2361	EA	\$664.7860	Brand: Product No: Mueller A-2361-8	EA	\$724.0000	Brand: Product No: Clow Valve 26380821174002638083011740	EA	\$673.000	Brand: Product No: AVK S65	EA	715.84 / 702.60	Brand: Product No: Clow 2639	EA	
18.	10" Mueller, A-2361 316 SS Bolts, EPDM Wedge MJxFL, MJxMJ	7 EA	Brand: Product No: Mueller P-2361	EA	\$2,232.8900	Brand: Product No: Mueller A-2361-10	EA	\$1,129.0000	Brand: Product No: Clow Valve 26381021174002638103011740	EA	\$1,050.000	Brand: Product No: AVK 265	EA	1116.05 / 1116.05	Brand: Product No: Clow 2639	EA	
19.	12" Mueller, A-2361 316 SS Bolts, EPDM Wedge MJxMJ, MJxFL	10 EA	Brand: Product No: Mueller P-2361	EA	\$1,692.0040	Brand: Product No: Mueller A-2361-12	EA	\$1,428.0000	Brand: Product No: Clow Valve 26381221174002638123011740	EA	\$1,328.000	Brand: Product No: AVK S65	EA	1412.12 / 1347.74	Brand: Product No: Clow 2639	EA	
20.	3/4" Curb Stop Mueller B-20200	20 EA	Brand: Product No: Mueller MH10289NF	EA	\$78.1890	Brand: Product No: Mueller B-20200	EA	\$53.2500	Brand: Product No: Ford B11-333W-NL	EA	\$49.000	Brand: Product No: FORD	EA	\$49.990	Brand: Product No: Ford B11-333W-NL	EA	
21.	2" Curb Stop Mueller B-20200	24 EA	Brand: Product No: Mueller MH10284NR	EA	\$447.2210	Brand: Product No: Mueller B-20200-2	EA	\$215.0000	Brand: Product No: Ford B11-777W-NL	EA	\$215.000	Brand: Product No: FORD	EA	\$193.930	Brand: Product No: Ford B11-777W-NL	EA	
22.	2" Corp Stop B-25008, meets low lead requirement	24 EA	Brand: Product No: Mueller H-15404N	EA	no bid	Brand: Product No: Mueller B-25008-2	EA	\$203.0000	Brand: Product No: Ford FB1000-7-Q-NL	EA	\$210.000	Brand: Product No: Ford FB1000-7Q-NL	EA	\$189.280	Brand: Product No: Ford FB1000Q20-NL	EA	
23.	3/4" Brass Elbow	25 EA	Brand: Product No: 535-100J	EA	\$5.2580	Brand: Product No: Smith Cooper 1006L	EA	\$3.9500	Brand: Product No: Merit Brass XNL101-12	EA	\$3.500	Brand: Product No: Matco Norca DB-190042F	EA	\$6.000	Brand: Product No: Smith Cooper 36E-1006L	EA	
24.	Angle Meter Valve, H-14258 3/4", meet low lead req.	24 EA	Brand: Product No: Mueller H-14258N	EA	\$127.4000	Brand: Product No: Mueller H-14258	EA	\$48.0000	Brand: Product No: Ford FB1000-7-Q-NL	EA	\$35.400	Brand: Product No: KV43-332W-A-NL	EA	\$31.940	Brand: Product No: KV43-332W-Q-NL	EA	
25.	Compression Union, H-15404 3/4", meet low lead req.	24 EA	Brand: Product No: Mueller H-15404N	EA	\$69.8500	Brand: Product No: Mueller H-15404	EA	\$20.0000	Brand: Product No: Ford C66-33-Q-NL	EA	\$21.650	Brand: Product No: Ford C66-33-Q-NL	EA	\$18.290	Brand: Product No: Ford C44-33Q-NL	EA	
26.	Compression Union, H-15404 1", meet low lead req.	24 EA	Brand: Product No: Mueller H-15404N	EA	\$84.2000	Brand: Product No: Mueller H-15404	EA	\$39.9000	Brand: Product No: Ford C66-44-Q-NL	EA	\$43.200	Brand: Product No: Ford C66-44-Q-NL	EA	\$36.560	Brand: Product No: Ford C44-44Q-NL	EA	
27.	Compression Union, H-15404 1 1/2", meet low lead req.	6 EA	Brand: Product No: Mueller H-15404N	EA	\$128.3600	Brand: Product No: Mueller H-15404P	EA	\$95.0000	Brand: Product No: Ford C66-66-1DR7-NL	EA	\$89.000	Brand: Product No: Ford C66-66-1DR7-NL	EA	\$79.680	Brand: Product No: Ford C44-77Q-NL	EA	
28.	Compression Union, H-15404 2", meet low lead req.	12 EA	Brand: Product No: Mueller H-15404N	EA	\$176.2330	Brand: Product No: Mueller H-15404P	EA	\$161.0000	Brand: Product No: Ford C66-77-1DR7-NL	EA	\$120.000	Brand: Product No: Ford C66-77-1OR7-NL	EA	\$107.330	Brand: Product No: Ford C44-77Q-NL	EA	
29.	Romac 4" SS2 Full Circle Clamp (8-inch length)	10 EA	Brand: Product No: 552-557 X 8	EA	\$241.1900	Brand: Product No: Romac SS2-527-8	EA	\$126.5000	Brand: Product No: Ford FS2-4X75	EA	\$88.300	Brand: Product No: Romac	EA	\$140.220	Brand: Product No: 7-1/2" 474-557 / 12-1/2" 474-557	EA	
30.	Romac 4" SS2 Full Circle Clamp (12-inch length)	10 EA	Brand: Product No: 552-557 X 12	EA	\$375.0400	Brand: Product No: Romac SS2-527-12	EA	\$197.0000	Brand: Product No: Ford FS2-4X125	EA	\$133.500	Brand: Product No: Romac	EA	\$218.100	Brand: Product No: 7-1/2" 684-764 / 12-1/2" 684-764	EA	
31.	Romac 6" SS2 Full Circle Clamp (8-inch length)	10 EA	Brand: Product No: 552-764 X 8	EA	\$277.2600	Brand: Product No: Romac SS2-737-8	EA	\$145.6000	Brand: Product No: Ford FS2-6X75	EA	\$96.100	Brand: Product No: Romac	EA	\$161.200	Brand: Product No: 7-1/2" 899-979 / 12-1/2" 899-979	EA	
32.	Romac 6" SS2 Full Circle Clamp (12-inch length)	10 EA	Brand: Product No: 552-764 X 12	EA	\$406.2900	Brand: Product No: Romac SS2-737-12	EA	\$213.4500	Brand: Product No: Ford FS2-6X125	EA	\$137.700	Brand: Product No: Romac	EA	\$236.220	Brand: Product No: 7-1/2" 1160-1260 / 12-1/2" 1160-1260	EA	
33.	Romac 8" SS2 Full Circle Clamp (8-inch length)	10 EA	Brand: Product No: 552-899 X 8	EA	\$317.0000	Brand: Product No: Romac SS2-939-8	EA	\$165.9000	Brand: Product No: Ford FS2-8X75	EA	\$104.900	Brand: Product No: Romac	EA	\$184.500	Brand: Product No: 12" 1365-1445 / 15" 1365-1445	EA	
34.	Romac 8" SS2 Full Circle Clamp (12-inch length)	10 EA	Brand: Product No: 552-899 X 12	EA	\$461.0000	Brand: Product No: Romac SS2-939-12	EA	\$241.3000	Brand: Product No: Ford FS2-8X125	EA	\$153.200	Brand: Product No: Romac	EA	\$268.360	Brand: Product No: Ford N/A	EA	
35.	Romac 10" SS2 Full Circle Clamp (8-inch length)	7 EA	Brand: Product No: 552-1104 X 8	EA	\$320.0000	Brand: Product No: Romac SS2-1150-8	EA	\$167.7000	Brand: Product No: Ford FS2-10X75	EA	\$111.800	Brand: Product No: Romac	EA	\$186.540	Brand: Product No: EBAA/Tyler	EA	
36.	Romac 10" SS2 Full Circle Clamp (12-inch length)	7 EA	Brand: Product No: 552-1104 X 12	EA	\$712.0000	Brand: Product No: Romac SS2-1150-12	EA	\$372.8000	Brand: Product No: Ford FS2-10X125	EA	\$196.300	Brand: Product No: Romac	EA	\$414.410	Brand: Product No: EBAA/Tyler	EA	
37.	Romac 12" SS2 Full Circle Clamp (8-inch length)	10 EA	Brand: Product No: 552-1350 X 8	EA	\$411.2000	Brand: Product No: Romac SS2-1395-8	EA	\$216.0000	Brand: Product No: Ford FS2-12X75	EA	\$120.500	Brand: Product No: Romac	EA	\$239.060	Brand: Product No: EBAA/Tyler	EA	
38.	Romac 12" SS2 Full Circle Clamp (12-inch length)	10 EA	Brand: Product No: 552-1350 X 12	EA	\$809.2600	Brand: Product No: Romac SS2-1395-12	EA	\$423.0000	Brand: Product No: Ford FS2-12X125	EA	\$210.500	Brand: Product No: Romac	EA	\$470.500	Brand: Product No: EBAA/Tyler	EA	
39.	Brass 1/2" x 1" CC Bushing	12 EA	Brand: Product No: 535-600KI	EA	\$4.2770	Brand: Product No: Mueller H-10036	EA	\$38.0000	Brand: Product No: NO BID MUELLER ITEM	EA		Brand: Product No: Matco Norca	EA	\$5.040	Brand: Product No: EBAA/Tyler	EA	
40.	4" Megalug EBAA Series 1100 for DI & C900 w/Tri-Pac BlueT-Bolts, Gasket and Epoxy Coated Retainer	20 EA	Brand: Product No: EBAA 21AAF8041104	EA	\$78.9200	Brand: Product No: EBAA-DIP 1104 DECY	EA	\$34.0000	Brand: Product No: EBAA 1104DSC / 2004PSC	EA	\$53.000	Brand: Product No: EBAA	EA	\$29.750	Brand: Product No: Smith Cooper 86N14006040C	EA	
41.	6" Megalug EBAA Series 1100 for DI & C900 w/Tri-Pac BlueT-Bolts, Gasket and Epoxy Coated Retainer	35 EA	Brand: Product No: EBAA 21AMF8061106	EA	\$88.9900	Brand: Product No: EBAA-DIP 1106 DECY	EA	\$40.2500	Brand: Product No: EBAA 1106DSC / 2006PSC	EA	\$71.000	Brand: Product No: EBAA	EA	\$37.500	Brand: Product No: Vinytech, N.A., Royal	EA	
42.	8" Megalug EBAA Series 1100 for DI & C900 w/Tri-Pac BlueT-Bolts, Gasket and Epoxy Coated Retainer	35 EA	Brand: Product No: EBAA 21AMF8061108	EA	\$138.2500	Brand: Product No: EBAA-DI 1108 DECY	EA	\$56.4000	Brand: Product No: EBAA 1108DSC / 2008PSC	EA	\$87.000	Brand: Product No: EBAA	EA	\$43.900	Brand: Product No: Smith Cooper 86N14006060C	EA	
43.	10" Megalug EBAA Series 1100 for DI & C900 w/Tri-Pac BlueT-Bolts, Gasket and Epoxy Coated Retainer	20 EA	Brand: Product No: EBAA 21AMF8061110	EA	\$125.1400	Brand: Product No: EBAA-DI 1110 DECY	EA	\$80.5000	Brand: Product No: EBAA 1110DSC / 2010PSC	EA	\$140.000	Brand: Product No: EBAA	EA	\$71.570	Brand: Product No: Smith Cooper 86N140020060C	EA	
44.	12" Megalug EBAA Series 1100 for DI & C900 w/Tri-Pac BlueT-Bolts, Gasket and Epoxy Coated Retainer	25 EA	Brand: Product No: EBAA 21AMF8121112	EA	\$182.0750	Brand: Product No: EBAA-DI 1112 DECY	EA	\$105.0000	Brand: Product No: EBAA 1112DSC / 2012PSC	EA	\$146.000	Brand: Product No: EBAA	EA	\$92.840	Brand: Product No: Smith Cooper 86N140020040C	EA	
45.	3/4" x 4" Brass Nipple	20 EA	Brand: Product No: 535-100J	EA	\$11.0070	Brand: Product No: Smith Cooper	EA	\$4.9500	Brand: Product No: Merit Brass	EA	\$3.200	Brand: Product No: Matco Norca	EA	\$3.500	Brand: Product No: Smith Cooper	EA	

			Product No:	NBR044			Product No:			Product No:	2012-400			Product No:	DNBR044			Product No:	86NI4020120C			
46.	8" PVC Sewer Pipe, for GV Standpipe Use	200 FT	Brand:	P.W. Pipe	FT	\$5.1980	Brand:	Vinyltech	FT	\$4.7500	Brand:	North American	FT	\$4.000	Brand:	JM EAGLE	FT	\$9.170	Brand:	Smith Cooper	FT	
			Product No:	800-35-PVC			Product No:	SDR 35			Product No:	SDR35PX20			Product No:				Product No:	36SS1020L		
47.	3/4" x 6" Brass Nipple	20 EA	Brand:		EA	\$8.0430	Brand:	Smith Cooper	EA	\$6.5600	Brand:	Merit Brass	EA	\$4.500	Brand:	Matco Norca	EA	\$5.120	Brand:	Smith Cooper	EA	
			Product No:	NBR046			Product No:	2012-600			Product No:	2012-600			Product No:	DNBR046			Product No:	96SP42000		
48.	2" x 6" Brass Nipple	20 EA	Brand:		EA	\$26.5710	Brand:	Smith Cooper	EA	\$21.6500	Brand:	Merit Brass	EA	\$15.000	Brand:	Matco Norca	EA	\$16.930	Brand:	Clow	EA	
			Product No:	NBR086			Product No:				Product No:	2032-600			Product No:	DNBR086			Product No:	75		
49.	2" x 4" Brass Nipple	30 EA	Brand:		EA	\$17.9990	Brand:	Smith Cooper	EA	\$14.6500	Brand:	Merit Brass	EA	\$10.000	Brand:	Matco Norca	EA	\$11.460	Brand:	Oldcastle	EA	
			Product No:	NBR084			Product No:				Product No:	2032-400			Product No:	DNBR084			Product No:	G5 BOX		
50.	2" x 12" Brass Nipple	20 EA	Brand:		EA	\$52.1580	Brand:	Smith Cooper	EA	\$42.6500	Brand:	Merit Brass	EA	\$29.000	Brand:	Matco Norca	EA	\$33.360	Brand:	Oldcastle	EA	
			Product No:	NBR0812			Product No:				Product No:	DNBR0812			Product No:	DNBR0812			Product No:	G5 Water		
51.	2" Plug	20 EA	Brand:		EA	\$12.0800	Brand:	Smith Cooper	EA	\$8.4500	Brand:	Merit Brass	EA	\$7.200	Brand:	Matco Norca	EA	\$16.110	Brand:	Oldcastle	EA	
			Product No:	535-400N			Product No:				Product No:	XLN117-32			Product No:	DB-P208LF			Product No:	F8 BOX		
52.	2" Brass Pipe	400 FT	Brand:		FT	no bid	Brand:	Merit Brass	FT	\$47.0000	Brand:	Merit Brass	FT	\$25.500	Brand:	Kumbridge lee	FT	\$33.550	Brand:	Oldcastle	FT	
			Product No:				Product No:				Product No:	N/A			Product No:				Product No:	F8 LID		
53.	Clow Model 75 Fire Hydrant	20 EA	Brand:		EA	no bid	Brand:	CLOW	EA	\$1.475.0000	Brand:	Clow Valve	EA	\$1,670.000	Brand:	CLOW	EA	\$1,511.500	Brand:	Romac	EA	
			Product No:	Model 75			Product No:	10750310010400			Product No:	F1BOX			Product No:	75			Product No:	XR501		
54.	Christy G5 Box	50 EA	Brand:	Christy	EA	\$48.8130	Brand:	Christy	EA	\$27.6500	Brand:	Oldcastle Precast	EA	\$28.000	Brand:	CHRISTY'S	EA	\$27.070	Brand:	CHRISTY'S	EA	
			Product No:	G5 Box			Product No:	G-5			Product No:	GSBOX			Product No:	G05T			Product No:	XR501 6.275-7.60 7"		
55.	Christy G5 Cover	50 EA	Brand:	Christy	EA	\$35.3000	Brand:	Christy	EA	\$30.7000	Brand:	Oldcastle Precast	EA	\$21.000	Brand:	CHRISTY'S	EA	\$18.860	Brand:	Romac	EA	
			Product No:	G5C			Product No:	G-5C			Product No:	G5C			Product No:	G05CT			Product No:	XR501 8.40-9.75 7"		
56.	Christy F1 Sewer Box	60 EA	Brand:	Christy	EA	\$22.9090	Brand:	Christy	EA	\$13.6500	Brand:	Oldcastle Precast	EA	\$11.250	Brand:	CHRISTY'S	EA	\$13.270	Brand:	Romac	EA	
			Product No:	F1 Box			Product No:	F1			Product No:	F1BOX			Product No:	CHRISTY'S			Product No:	XR501 10.90-12.15 8"		
57.	Christy F1 Sewer Cover	60 EA	Brand:	Christy	EA	\$30.7860	Brand:	Christy	EA	\$11.5000	Brand:	Oldcastle Precast	EA	\$13.950	Brand:	CHRISTY'S	EA	\$16.760	Brand:	Romac	EA	
			Product No:	F08C			Product No:	F8D			Product No:	F8DS			Product No:	F08C			Product No:	XR501 12.50-14.41 8"		
NON-INVENTORY ITEMS																						
58.	Romac XR501 Extended Range Transition Coupling, 4 inch Epoxy Coated SS Trim	4 EA	Brand:	ROMAC	EA	\$202.9880	Brand:	Romac	EA	\$210.0000	Brand:	FORD	EA	\$141.000	Brand:	Romac	EA	\$167.700	Brand:	Clow	EA	
			Product No:	XR501			Product No:	XR501-560X8			Product No:	FC2W-4SH			Product No:	XR501			Product No:	4500		
59.	Romac XR501 Extended Range Transition Coupling 6 inch Epoxy Coated SS Trim	6 EA	Brand:	ROMAC	EA	\$408.4480	Brand:	Romac	EA	\$280.0000	Brand:	FORD	EA	\$170.000	Brand:	Romac	EA	\$229.090	Brand:	Clow	EA	
			Product No:	XR501			Product No:	XR501-760X7			Product No:	FC2W-4SH			Product No:	XR501			Product No:	4500		
60.	Romac XR501 Extended Range Transition Coupling 8 inch Epoxy Coated SS Trim	6 EA	Brand:	ROMAC	EA	\$468.7860	Brand:	Romac	EA	\$331.0000	Brand:	FORD	EA	\$207.000	Brand:	Romac	EA	\$272.540	Brand:	Clow	EA	
			Product No:	XR501			Product No:	XR501-975X7			Product No:	FC22-8SH			Product No:	XR501			Product No:	4500		
61.	Romac XR501 Extended Range Transition Coupling 10 inch Epoxy Coated SS Trim	4 EA	Brand:	ROMAC	EA	\$618.5120	Brand:	Romac	EA	\$358.0000	Brand:	FORD	EA	\$294.000	Brand:	Romac	EA	\$352.120	Brand:	Clow	EA	
			Product No:	XR501			Product No:	XR501-1215X8			Product No:	FC2W-10SH			Product No:	RX501			Product No:	4500		
62.	Romac XR501 Extended Range Transition Coupling 12 inch Epoxy Coated SS Trim	12 EA	Brand:	ROMAC	EA	\$328.4500	Brand:	Romac	EA	\$439.0000	Brand:	FORD	EA	\$333.000	Brand:	Romac	EA	\$410.610	Brand:	Clow	EA	
			Product No:	XR501			Product No:	XR501-1441X8			Product No:	FC2W-12SH			Product No:	RX501			Product No:	4500		
63.	Butterfly valve, Lineasal III Class 150, FLxFL, 4 inch	8 EA	Brand:		EA	no bid	Brand:	Mueller	EA	\$545.0000	Brand:	Henry Pratt	EA	\$658.000	Brand:	AVK	EA	\$470.000	Brand:	Clow	EA	
			Product No:				Product No:	Lineasal			Product No:	041FF-0167ESSLNP2			Product No:	5816			Product No:	4500		
64.	Butterfly valve, Lineasal III Class 150, FLxFL 6 inch	6 EA	Brand:		EA	no bid	Brand:	Mueller	EA	\$560.0000	Brand:	Henry Pratt	EA	\$67.000	Brand:	AVK	EA	\$482.560	Brand:	Clow	EA	
			Product No:				Product No:	Lineasal			Product No:	061FF-0167ESSLNP2			Product No:	5816			Product No:	4500		
65.	Butterfly valve, Lineasal III Class 150, FLxFL 8 inch	2 EA	Brand:		EA	no bid	Brand:	Mueller	EA	\$719.0000	Brand:	Henry Pratt	EA	\$799.000	Brand:	AVK	EA	\$618.180	Brand:	Ford	EA	
			Product No:				Product No:	Lineasal			Product No:	081FF-0167ESSLNP2			Product No:	5816			Product No:	B11-333W-NL		
66.	Butterfly valve, Lineasal III Class 150, FLxFL 10 inch	1 EA	Brand:		EA	no bid	Brand:	Mueller	EA	\$990.0000	Brand:	Henry Pratt	EA	\$1,060.000	Brand:	AVK	EA	\$852.950	Brand:	Ford	EA	
			Product No:				Product No:	Lineasal			Product No:	101FF-0255ESSLNP2			Product No:	5816			Product No:	B11-444W-NL		
67.	Butterfly valve, Lineasal III Class 150, FLxFL 12 inch	1 EA	Brand:		EA	no bid	Brand:	Mueller	EA	\$1,185.0000	Brand:	Henry Pratt	EA	\$1,250.000	Brand:	AVK	EA	\$1,035.150	Brand:	Romac	EA	
			Product No:				Product No:	Lineasal			Product No:	121FF-0255ESSLNP2			Product No:	5816			Product No:	202NS048010CC202NS064020CC		
68.	Butterfly valve, Lineasal III Class 150, FLxFL 16 inch	As required	Brand:		EA	no bid	Brand:	Mueller	EA	\$2,315.0000	Brand:	Henry Pratt	EA	\$2,375.000	Brand:	AVK	EA	\$1,985.270	Brand:	Romac	EA	
			Product No:				Product No:	Lineasal			Product No:	161FF-0255ESSLNP3			Product No:	5816			Product No:	202NS090910CC202NS090920CC		
69.	Butterfly valve, Lineasal III Class 150, FLxFL 24 inch	As required	Brand:		EA	no bid	Brand:	Mueller	EA	\$4,853.0000	Brand:	Henry Pratt	EA	\$4,750.000	Brand:	AVK	EA	\$4,165.270	Brand:	Romac	EA	
			Product No:				Product No:	Lineasal			Product No:	241FF-0542ESSLNP4			Product No:	5816			Product No:	202NS090510CC202NS090520CC		
70.	Mueller 300 3/4" meter valve, FIPxPIP/meter nut/MIP	24 EA	Brand:	Mueller	EA	\$56.6100	Brand:	Mueller	EA	\$49.2000	Brand:	MUELLER NO BID	EA		Brand:	FORD	EA	\$60.530	Brand:	Romac	EA	
			Product No:	0000300			Product No:	B-20200			Product No:				Product No:	BA13-332WW-NL			Product No:	202NS121210CC202NS121220CC		
71.	Mueller 300 1" meter valve, FIPxPIP/meter nut/MIP	24 EA	Brand:	Mueller	EA	\$68.3170	Brand:	Mueller	EA	\$73.6000	Brand:	MUELLER NO BID	EA		Brand:	FORD	EA	\$90.290	Brand:	Romac	EA	
			Product No:				Product No:	B-20200			Product No:				Product No:	BA13-444WW-NL			Product No:	202NS149810CC202NS149820CC		
72.	Romac DBL Strap Saddles 202NS 4-inch X 1-inch CC	4 EA	Brand:	ROMAC	EA	\$159.7650	Brand:	Romac	EA	\$65.3000	Brand:	ROMAC	EA	\$48.000	Brand:	Romac	EA	\$72.260	Brand:	Wieland Copper	EA	
			Product No:	202NS			Product No:	202NS-480-1CC			Product No:	202NS048041			Product No:				Product No:			
73.	Romac DBL Strap Saddles 202NS 4-inch X 2-inch CC	4 EA	Brand:		EA	no bid	Brand:	Romac	EA	\$71.0000	Brand:	ROMAC	EA	\$50.000	Brand:	Romac	EA	\$78.690	Brand:	Wieland Copper	EA	
			Product No:				Product No:	202NS-480-2CC			Product No:	202NS048071			Product No:				Product No:			
74.	Romac DBL Strap Saddles 202NS 6-inch X 1-inch CC	6 EA	Brand:	ROMAC	EA	\$200.6480	Brand:	Romac	EA	\$75.0000	Brand:	ROMAC	EA	\$53.000	Brand:	Romac	EA	\$83.020	Brand:	Wieland Copper	EA	
			Product No:	202NS			Product No:	202NS-690-1CC			Product No:	202NS069041			Product No:				Product No:			
75.	Romac DBL Strap Saddles 202NS 6-inch X 2-inch CC	6 EA	Brand:		EA	no bid	Brand:	Romac	EA	\$81.5000	Brand:	ROMAC	EA	\$58.000	Brand:	Romac	EA	\$90.170	Brand:	Wieland Copper	EA	
			Product No:				Product No:	202NS-690-2CC			Product No:	202NS069071			Product No:				Product No:			
76.	Romac DBL Strap Saddles 202NS 8-inch X 1-inch CC	6 EA	Brand:	ROMAC	EA	\$253.6800	Brand:	Romac	EA	\$86.4000	Brand:	ROMAC	EA	\$62.000	Brand:	Romac	EA	\$96.560	Brand:	Wieland Copper	EA	
			Product No:	202NS			Product No:	202NS-905-1CC			Product No:	202NS069041			Product No:				Product No:			
77.	Romac DBL Strap Saddles 202NS 8-inch X 2-inch CC	6 EA	Brand:		EA	no bid	Brand:	Romac	EA	\$92.6000	Brand:	ROMAC	EA	\$66.000	Brand:	Romac	EA	\$102.920	Brand:	Black Swan	EA	
			Product No:				Product No:	202NS-905-2CC			Product No:	202NS090571			Product No:				Product No:	4055 - Quart		
78.	Romac DBL Strap Saddles 202NS 10-inch X 1-inch CC	5 EA	Brand:	ROMAC	EA	\$327.5600	Brand:	Romac	EA	\$104.8500	Brand:	ROMAC	EA	\$75.000	Brand:	Romac	EA	\$116.590	Brand:	Agave Wire (Solid)	EA	
			Product No:	202NS			Product No:	202NC-1110-1CC			Product No:	202NS090541			Product No:				Product No:			
79.	Romac DBL Strap Saddles 202NS 10-inch X 2-inch CC	5 EA	Brand:		EA	no bid	Brand:	Romac	EA	\$113.0000	Brand:	ROMAC	EA	\$80.000	Brand:	Romac	EA	\$125.670	Brand:	T Christy Enterprise	EA	
			Product No:				Product No:	202NS-1110-2CC			Product No:	202NS111071			Product No:				Product No:	TA-ND-6-BW		
80.	Romac DBL Strap Saddles 202NS 12-inch X 1-inch CC	6 EA	Brand:	ROMAC	EA	\$421.7100	Brand:	Romac	EA	\$122.6500	Brand:	ROMAC	EA	\$87.000	Brand:	Romac	EA	\$135.730	Brand:	T Christy Enterprise	EA	
			Product No:	202NS			Product No:	202NS-1320-1CC			Product No:	202NS132041			Product No:				Product No:	865		
81.	Romac DBL Strap Saddles 202NS 12-inch X 2-inch CC	6 EA	Brand:		EA	no bid	Brand:	Romac	EA	\$131.0000	Brand:	ROMAC	EA	\$93.000	Brand:	Romac	EA	\$145.360	Brand:	2" 10mil 865	EA	
			Product No:				Product No:	202NS-1320-2CC			Product No:	202NS132071			Product No:				Product No:			
82.	.75" Type K copper, 100 feet/roll	2 RL	Brand:		RL	no bid	Brand:	Cambridge	RL	\$238.8000	Brand:	Mueller Industries	RL	\$337.000	Brand:	Kumbridge lee	RL	\$850.000	Brand:	Tyler	RL	
			Product No:																			

93	Adapter Flange, AC to DIP, MJxFL 4-inch	4 EA	Brand:		EA	% List Price:	Brand:	Tyler 029762	EA	66% List Price: \$128.00	Brand:	Tyler	EA	65% List Price: LP2019-ND*	Brand:	Tyler Union	EA	20% List Price:	Brand:	Jim Cox Sales	EA	% List Price:
94	Adapter Flange, AC to DIP, MJxFL 6-inch	4 EA	Brand:		EA	% List Price:	Brand:	Tyler 029786	EA	66% List Price: \$166.00	Brand:	Tyler	EA	65% List Price: LP2019-ND*	Brand:	Tyler Union	EA	20% List Price:	Brand:	Jim Cox Sales	EA	% List Price:
95	Adapter Flange, AC to DIP, MJxFL 8-inch	2 EA	Brand:		EA	% List Price:	Brand:	Tyler 029809	EA	68% List Price: \$263.00	Brand:	Tyler	EA	65% List Price: LP2019-ND*	Brand:	Tyler Union	EA	20% List Price:	Brand:	Vinytech, Napco	EA	% List Price:
96	Epoxy Coated TEE MJ, MJxFL, FL 4-inch	3 EA	Brand:		EA	% List Price:	Brand:	Tyler 032250	EA	68% List Price: \$215.00	Brand:	Tyler	EA	65% List Price: LP2019-ND*	Brand:	Tyler Union	EA	20% List Price:	Brand:	Piranha	EA	% List Price:
97	Epoxy Coated TEE MJ, MJxFL, FL 6-inch	6 EA	Brand:		EA	% List Price:	Brand:	Tyler 032298	EA	% List Price: \$359.00	Brand:	Tyler	EA	65% List Price: LP2019-ND*	Brand:	Tyler Union	EA	20% List Price:	Brand:	Joints	EA	% List Price:
98	Epoxy Coated TEE MJ, MJxFL, FL 8-inch	6 EA	Brand:		EA	% List Price:	Brand:	Tyler 032359	EA	68% List Price: \$527.00	Brand:	Tyler	EA	65% List Price: LP2019-ND*	Brand:	Tyler Union	EA	20% List Price:	Brand:	Max	EA	% List Price:
99	Epoxy Coated TEE MJ, MJxFL, FL 10-inch	4 EA	Brand:		EA	% List Price:	Brand:	Tyler 031994	EA	68% List Price: \$919.00	Brand:	Tyler	EA	65% List Price: LP2019-ND*	Brand:	Tyler Union	EA	20% List Price:	Brand:	Multi, Royal	EA	% List Price:
100	Epoxy Coated TEE MJ, MJxFL, FL 12-inch	10 EA	Brand:		EA	% List Price:	Brand:	Tyler 032106	EA	68% List Price: \$1219.00	Brand:	Tyler	EA	65% List Price: LP2019-ND*	Brand:	Tyler Union	EA	20% List Price:	Brand:		EA	% List Price:
101	Epoxy Coated TEE MJ, MJxFL, FL 16-inch	2 EA	Brand:		EA	% List Price:	Brand:	Tyler 034636	EA	68% List Price: \$2872.00	Brand:	Tyler	EA	65% List Price: LP2019-ND*	Brand:	Tyler Union	EA	20% List Price:	Brand:		EA	% List Price:
102	Epoxy Coated Reducer MJ, MJxFL, FL 4-inch	2 EA	Brand:		EA	% List Price:	Brand:	Tyler 132912	EA	30% List Price: \$340.00	Brand:	Tyler	EA	65% List Price: LP2019-ND*	Brand:	Tyler Union	EA	20% List Price:	Brand:		EA	% List Price:
103	Epoxy Coated Reducer MJ, MJxFL, FL 6-inch	4 EA	Brand:		EA	% List Price:	Brand:	Tyler 132950	EA	30% List Price: \$340.00	Brand:	Tyler	EA	65% List Price: LP2019-ND*	Brand:	Tyler Union	EA	20% List Price:	Brand:		EA	% List Price:
104	Epoxy Coated Reducer MJ, MJxFL, FL 8-inch	4 EA	Brand:		EA	% List Price:	Brand:	Tyler 132295	EA	30% List Price: \$446.00	Brand:	Tyler	EA	65% List Price: LP2019-ND*	Brand:	Tyler Union	EA	20% List Price:	Brand:		EA	% List Price:
105	Epoxy Coated Reducer MJ, MJxFL, FL 10-inch	2 EA	Brand:		EA	% List Price:	Brand:	Tyler 132516	EA	30% List Price: \$711.00	Brand:	Tyler	EA	65% List Price: LP2019-ND*	Brand:	Tyler Union	EA	20% List Price:	Brand:		EA	% List Price:
106	Epoxy Coated Reducer MJ, MJxFL, FL 12-inch	4 EA	Brand:		EA	% List Price:	Brand:	Tyler 132578	EA	30% List Price: \$1011.00	Brand:	Tyler	EA	65% List Price: LP2019-ND*	Brand:	Tyler Union	EA	20% List Price:	Brand:		EA	% List Price:
107	Epoxy Coated Reducer MJ, MJxFL, FL 16-inch	2 EA	Brand:		EA	% List Price:	Brand:	Tyler 132677	EA	30% List Price: \$2386.00	Brand:	Tyler	EA	65% List Price: LP2019-ND*	Brand:	Tyler Union	EA	20% List Price:	Brand:		EA	% List Price:
108	Ductile Iron Pipe Class 52 4-inch	20 ft	Brand:		EA	% List Price:	Brand:	VSP / MCWANE	EA	0% List Price: \$20.80	Brand:	McWane Ductile	EA	-5% List Price: \$17.36	Brand:	US Pipe Fab	EA	7.5% List Price: \$10.00	Brand:		EA	% List Price:
109	Ductile Iron Pipe Class 52 6-inch	60 ft	Brand:		EA	% List Price:	Brand:	VSP / MCWANE	EA	0% List Price: \$16.50	Brand:	McWane Ductile	EA	-5% List Price: \$16.46	Brand:	US Pipe Fab	EA	5% List Price: \$5.00	Brand:		EA	% List Price:
110	Ductile Iron Pipe Class 52 8-inch	60 ft	Brand:		EA	% List Price:	Brand:	VSP / MCWANE	EA	0% List Price: \$22.60	Brand:	McWane Ductile	EA	-5% List Price: \$18.95	Brand:	US Pipe Fab	EA	7% List Price: \$22.00	Brand:		EA	% List Price:
111	Ductile Iron Pipe Class 52 10-inch	40 ft	Brand:		EA	% List Price:	Brand:	VSP / MCWANE	EA	0% List Price: \$28.60	Brand:	McWane Ductile	EA	-5% List Price:\$24.84	Brand:	US Pipe Fab	EA	6% List Price: \$28.00	Brand:		EA	% List Price:
112	Ductile Iron Pipe Class 52 12-inch	60 ft	Brand:		EA	% List Price:	Brand:	VSP / MCWANE	EA	0% List Price: \$37.40	Brand:	McWane Ductile	EA	-5% List Price: \$31.28	Brand:	US Pipe Fab	EA	10% List Price: \$36.00	Brand:		EA	% List Price:
113	Ductile Iron Pipe Class 52 16-inch	40 ft	Brand:		EA	% List Price:	Brand:	VSP / MCWANE	EA	0% List Price: \$53.00	Brand:	McWane Ductile	EA	-5% List Price: \$45.27	Brand:	US Pipe Fab	EA	10% List Price: \$52.00	Brand:		EA	% List Price:
114	C900 DR14 pipe 4-inch	40 ft	Brand:		EA	% List Price:	Brand:	Vinyl Tech DR14	EA	15% List Price: \$3.55	Brand:	North America	EA	%23'currently List Price:\$3.55	Brand:	North American	EA	% sell price List Price: \$3.50	Brand:		EA	% List Price:
115	C900 DR14 pipe 6-inch	120 ft	Brand:		EA	% List Price:	Brand:	Vinyl Tech DR14	EA	15% List Price:\$7.01	Brand:	North America	EA	%23'currently List Price:\$7.01	Brand:	North American	EA	% sell price List Price: \$6.50	Brand:		EA	% List Price:
116	C900 DR14 pipe 8-inch	120 ft	Brand:		EA	% List Price:	Brand:	Vinyl Tech DR14	EA	15% List Price: \$12.04	Brand:	North America	EA	%23'currently List Price:\$12.04	Brand:	North American	EA	% sell price List Price: \$10.50	Brand:		EA	% List Price:
117	C900 DR14 pipe 10-inch	60 ft	Brand:		EA	% List Price:	Brand:	Vinyl Tech DR14	EA	15% List Price: \$18.33	Brand:	North America	EA	%23'currently List Price: \$18.33	Brand:	North American	EA	% sell price List Price: \$16.00	Brand:		EA	% List Price:
118	C900 DR14 pipe 12-inch	120 ft	Brand:		EA	% List Price:	Brand:	Vinyl Tech DR14	EA	15% List Price: \$25.91	Brand:	North America	EA	%23'currently List Price: \$25.91	Brand:	North American	EA	% sell price List Price: \$23.00	Brand:		EA	% List Price:
119	C900 DR14 pipe 16-inch	40 ft	Brand:		EA	% List Price:	Brand:	Vinyl Tech DR14	EA	15% List Price: \$70.00	Brand:	North America	EA	% N/A List Price: N/A	Brand:	North American	EA	% sell price List Price: \$67.00	Brand:		EA	% List Price:
120	Pipeline products ARV enclosure Hunter Green 24-inch x 30-inch	6 EA	Brand:		EA	% List Price:	Brand:	Pipeline Prod	EA	20% List Price:\$1023.95	Brand:	Pipeline Products	EA	% N/A List Price: N/A	Brand:	Pipeline Products VC-324-WP-PC	EA	11% List Price: \$1000.00	Brand:		EA	% List Price:
121	Pipeline products Backflow enclosure Hunter Green WTS858E	6 EA	Brand:		EA	% List Price:	Brand:	Pipeline Prod	EA	20% List Price: \$493.58	Brand:	Pipeline Products	EA	% N/A List Price: N/A	Brand:	Pipeline Products BFE-200-PC	EA	31% List Price: \$700.00	Brand:		EA	% List Price:
122	Pipeline products Sample Station enclosure Hunter Green 18"x42"x30"	4 EA	Brand:		EA	% List Price:	Brand:	Pipeline Prod	EA	20% List Price: \$593.65	Brand:	Pipeline Products	EA	% N/A List Price: N/A	Brand:	Pipeline Products WTS-858-2P-PC	EA	17% List Price: \$700.00	Brand:		EA	% List Price:
123	Mueller D5 Rebuild kit	1 EA	Brand:		EA	% List Price:	Brand:	Mueller	EA	0% List Price: \$1495.00	Brand:	NO BID MUELLER D5 or CL12 items	EA	% List Price:	Brand:	No Bid	EA	% List Price:	Brand:		EA	% List Price:
124	Mueller CL12 Rebuild kit	1 EA	Brand:		EA	% List Price:	Brand:	Mueller	EA	% List Price: \$10,480.00	Brand:	NO BID MUELLER D5 or CL12 items	EA	% List Price:	Brand:	No Bid	EA	% List Price:	Brand:		EA	% List Price:
125	Mueller D5 Drill bit 15/16" DIP	2 EA	Brand:		EA	% List Price:	Brand:	Mueller 36037	EA	0% List Price:\$155.70	Brand:	NO BID MUELLER D5 or CL12 items	EA	% List Price:	Brand:	No Bid	EA	% List Price:	Brand:		EA	% List Price:
126	Mueller D5 Drill bit 5/8" DIP	2 EA	Brand:		EA	% List Price:	Brand:	Mueller 32553	EA	0% List Price: \$175.48	Brand:	NO BID MUELLER D5 or CL12 items	EA	% List Price:	Brand:	No Bid	EA	% List Price:	Brand:		EA	% List Price:
127	Mueller D5 Drill bit 1 15/16" DIP	1 EA	Brand:		EA	% List Price:	Brand:	Mueller 33056	EA	0% List Price: 465.23	Brand:	NO BID MUELLER D5 or CL12 items	EA	% List Price:	Brand:	No Bid	EA	% List Price:	Brand:		EA	% List Price:
128	Mueller D5 Drill bit 15/16" C900	1 EA	Brand:		EA	% List Price:	Brand:	Mueller 61992	EA	0% List Price: \$103.64	Brand:	NO BID MUELLER D5 or CL12 items	EA	% List Price:	Brand:	No Bid	EA	% List Price:	Brand:		EA	% List Price:
129	Mueller D5 Drill bit 3/4" C900	1 EA	Brand:		EA	% List Price:	Brand:	Mueller 61990	EA	0% List Price: \$129.24	Brand:	NO BID MUELLER D5 or CL12 items	EA	% List Price:	Brand:	No Bid	EA	% List Price:	Brand:		EA	% List Price:
130	Mueller D5 Drill bit 1 15/16" C900	1 EA	Brand:		EA	% List Price:	Brand:	Mueller 33540	EA	0% List Price: \$267.83	Brand:	NO BID MUELLER D5 or CL12 items	EA	% List Price:	Brand:	No Bid	EA	% List Price:	Brand:		EA	% List Price:
131	Mueller CL12 Shell Cutter 3 1/2"	1 EA	Brand:		EA	% List Price:	Brand:	Mueller 83203	EA	0% List Price: \$1,478.21	Brand:	NO BID MUELLER D5 or CL12 items	EA	% List Price:	Brand:	No Bid	EA	% List Price:	Brand:		EA	% List Price:
132	Mueller CL12 Shell Cutter 5 1/2"	1 EA	Brand:		EA	% List Price:	Brand:	Mueller 83134	EA	0% List Price: \$2,221.38	Brand:	NO BID MUELLER D5 or CL12 items	EA	% List Price:	Brand:	No Bid	EA	% List Price:	Brand:		EA	% List Price:
133	Mueller CL12 Shell Cutter 7 1/2"	1 EA	Brand:		EA	% List Price:	Brand:	Mueller 83135	EA	0% List Price: \$2,836.21	Brand:	NO BID MUELLER D5 or CL12 items	EA	% List Price:	Brand:	No Bid	EA	% List Price:	Brand:		EA	% List Price:
134	Mueller CL12 Shell Cutter 9 1/2"	1 EA	Brand:		EA	% List Price:	Brand:	Mueller 83140	EA	0% List Price: \$3,288.27	Brand:	NO BID MUELLER D5 or CL12 items	EA	% List Price:	Brand:	No Bid	EA	% List Price:	Brand:		EA	% List Price:
135	Mueller CL12 Shell Cutter 11 1/2"	1 EA	Brand:		EA	% List Price:	Brand:	Mueller 83141	EA	0% List Price: \$4,694.83	Brand:	NO BID MUELLER D5 or CL12 items	EA	% List Price:	Brand:	No Bid	EA	% List Price:	Brand:		EA	% List Price:
136	IP/CC Plug 3/4-inch	6 EA	Brand:		EA	% List Price:	Brand:	Mueller H-10033N	EA	0% List Price: \$14.52	Brand:	A.Y. McDonald	EA	30% List Price: \$12.57	Brand:	FORD	EA	20% List Price:	Brand:		EA	% List Price:
137	IP/CC Plug 1-inch	6 EA	Brand:		EA	% List Price:	Brand:	Mueller H-10033N	EA	0% List Price: \$15.33	Brand:	A.Y. McDonald	EA	30% List Price: \$18.29	Brand:	FORD	EA	20% List Price:	Brand:		EA	% List Price:
138	IP/CC Plug 1 1/2-inch	6 EA	Brand:		EA	% List Price:	Brand:	Mueller H-10033N	EA	0% List Price: \$27.27	Brand:	A.Y. McDonald	EA	30% List Price: \$41.02	Brand:	FORD	EA	20% List Price:	Brand:		EA	% List Price:
139	IP/CC Plug 2-inch	6 EA	Brand:		EA	% List Price:	Brand:	Mueller H-10033N	EA	0% List Price: \$35.35	Brand:	A.Y. McDonald	EA	30% List Price: \$53.18	Brand:	FORD	EA	20% List Price:	Brand:		EA	% List Price:
140	3-inch PE x Flang 24 inch length	2 EA	Brand:		EA	% List Price:	Brand:	Custom Pipe	EA	46% List Price: \$239.00	Brand:	Custom Pipe	EA	53% List Price: \$320.00	Brand:	US Pipe Fab	EA	20% List Price:	Brand:		EA	% List Price:
141	4-inch PE x Flang 24 inch length	4 EA	Brand:		EA	% List Price:	Brand:	Custom Pipe	EA	46% List Price: \$198.00	Brand:	Custom Pipe	EA	53% List Price: \$211.00	Brand:	US Pipe Fab	EA	20% List Price:	Brand:		EA	% List Price:
142	6-inch PE x Flang 24 inch length	4 EA	Brand:		EA	% List Price:	Brand:	Custom Pipe	EA	46% List Price: \$240.00	Brand:	Custom Pipe	EA	53% List Price: \$260.00	Brand:	US Pipe Fab	EA	20% List Price:	Brand:		EA	% List Price:
143	8-inch PE x Flang 24 inch length	4 EA	Brand:		EA	% List Price:	Brand:	Custom Pipe	EA	46% List Price: \$316.00	Brand:	Custom Pipe	EA	53% List Price: \$373.00	Brand:	US Pipe Fab	EA	20% List Price:	Brand:		EA	% List Price:
144	10-inch PE x Flang 24 inch length	4 EA	Brand:		EA	% List Price:	Brand:	Custom Pipe	EA	46% List Price: \$409.00	Brand:	Custom Pipe	EA	53% List Price: \$484.00	Brand:	US Pipe Fab	EA	20% List Price:	Brand:		EA	% List Price:



145	12-inch PE x Flang 24 inch length	4 EA	Brand:		EA	% List Price:	Brand:	Custom Pipe	EA	46% List Price: \$581.00	Brand:	Custom Pipe	EA	53% List Price: \$631.00	Brand:	US Pipe Fab	EA	20% List Price:	Brand:		EA	% List Price:
146	4-inch Epoxy Coated MJ Cap W/2-inch FIP port	6 EA	Brand:		EA	% List Price:	Brand:	Sigma / Tyler	EA	68% List Price: \$89.00	Brand:	Tyler	EA	65% List Price: \$89.00	Brand:	Tyler Union	EA	20% List Price:	Brand:		EA	% List Price:
147	6-inch Epoxy Coated MJ Cap W/2-inch FIP port	6 EA	Brand:		EA	% List Price:	Brand:	Sigma / Tyler	EA	68% List Price: \$128.00	Brand:	Tyler	EA	65% List Price: \$128.00	Brand:	Tyler Union	EA	20% List Price:	Brand:		EA	% List Price:
148	8-inch Epoxy Coated MJ Cap W/2-inch FIP port	6 EA	Brand:		EA	% List Price:	Brand:	Sigma / Tyler	EA	68% List Price: \$174.00	Brand:	Tyler	EA	65% List Price: \$174.00	Brand:	Tyler Union	EA	20% List Price:	Brand:		EA	% List Price:
149	10-inch Epoxy Coated MJ Cap W/2-inch FIP port	2 EA	Brand:		EA	% List Price:	Brand:	Sigma / Tyler	EA	68% List Price: \$215.00	Brand:	Tyler	EA	65% List Price: \$215.00	Brand:	Tyler Union	EA	20% List Price:	Brand:		EA	% List Price:
150	12-inch Epoxy Coated MJ Cap W/2-inch FIP port	2 EA	Brand:		EA	% List Price:	Brand:	Sigma / Tyler	EA	68% List Price: \$294.00	Brand:	Tyler	EA	65% List Price: \$294.00	Brand:	Tyler Union	EA	20% List Price:	Brand:		EA	% List Price:
151	4-inch Epoxy Coated MJ Plug W/ 2-inch FIP port	6 EA	Brand:		EA	% List Price:	Brand:	Sigma / Tyler	EA	68% List Price: \$98.00	Brand:	Tyler	EA	65% List Price: \$98.00	Brand:	Tyler Union	EA	20% List Price:	Brand:		EA	% List Price:
152	6-inch Epoxy Coated MJ Plug W/ 2-inch FIP port	6 EA	Brand:		EA	% List Price:	Brand:	Sigma / Tyler	EA	68% List Price: \$148.00	Brand:	Tyler	EA	65% List Price: \$148.00	Brand:	Tyler Union	EA	20% List Price:	Brand:		EA	% List Price:
153	8-inch Epoxy Coated MJ Plug W/ 2-inch FIP port	6 EA	Brand:		EA	% List Price:	Brand:	Sigma / Tyler	EA	68% List Price: \$199.00	Brand:	Tyler	EA	65% List Price: \$199.00	Brand:	Tyler Union	EA	20% List Price:	Brand:		EA	% List Price:
154	10-inch Epoxy Coated MJ Plug W/ 2-inch FIP port	2 EA	Brand:		EA	% List Price:	Brand:	Sigma / Tyler	EA	68% List Price: \$314.00	Brand:	Tyler	EA	65% List Price: \$314.00	Brand:	Tyler Union	EA	20% List Price:	Brand:		EA	% List Price:
155	12-inch Epoxy Coated MJ Plug W/ 2-inch FIP port	2 EA	Brand:		EA	% List Price:	Brand:	Sigma / Tyler	EA	68% List Price: \$319.00	Brand:	Tyler	EA	65% List Price: \$319.00	Brand:	Tyler Union	EA	20% List Price:	Brand:		EA	% List Price:
156	Pamrex Storm lids (STORM)	80 EA	Brand: Product No:		EA	% List Price:	Brand: Product No:	Pamrex	EA	15% List Price: \$502.00	Brand: Product No:	NO BID PAMREX	EA	% List Price:	Brand: Product No:	No Bid	EA	% List Price:	Brand: Product No:		EA	% List Price:
157	Reuxs Sewer lids (SEWER)	80 EA	Brand: Product No:		EA	% List Price:	Brand: Product No:	Reuxs	EA	15% List Price: \$322.00	Brand: Product No:	NO BID REXUS	EA	% List Price:	Brand: Product No:	No Bid	EA	% List Price:	Brand: Product No:		EA	% List Price:
158	4-inch SDR 26 pipe (SEWER)	100 FT	Brand: Product No:		FT	% List Price:	Brand: Product No:	Vinyl Tech	FT	15% List Price: \$1.13	Brand: Product No:	North American 306041	FT	%23/currently List Price: \$1.53	Brand: Product No:	North American	FT	20% List Price:	Brand: Product No:		FT	% List Price:
159	6-inch SDR 26 pipe (SEWER)	100 FT	Brand: Product No:		FT	% List Price:	Brand: Product No:	Vinyl Tech	FT	15% List Price: \$2.52	Brand: Product No:	North American 306061	FT	%23/currently List Price: \$3.345	Brand: Product No:	North American	FT	20% List Price:	Brand: Product No:		FT	% List Price:
160	8-inch SDR 26 pipe (SEWER)	100 FT	Brand: Product No:		FT	% List Price:	Brand: Product No:	Vinyl Tech	FT	15% List Price: \$4.54	Brand: Product No:	North American 306081	FT	%23/currently List Price: \$6.04	Brand: Product No:	North American	FT	20% List Price:	Brand: Product No:		FT	% List Price:
161	10-inch SDR 26 pipe (SEWER)	100 FT	Brand: Product No:		FT	% List Price:	Brand: Product No:	Vinyl Tech	FT	15% List Price: \$7.10	Brand: Product No:	North American 306101	FT	%23/currently List Price: \$9.44	Brand: Product No:	North American	FT	20% List Price:	Brand: Product No:		FT	% List Price:
162	12-inch SDR 26 pipe (SEWER)	100 FT	Brand: Product No:		FT	% List Price:	Brand: Product No:	Vinyl Tech	FT	15% List Price: \$10.20	Brand: Product No:	North American 3060121	FT	%23/currently List Price: \$13.50	Brand: Product No:	North American	FT	20% List Price:	Brand: Product No:		FT	% List Price:
163	Man Hole Barrel (Piranah) (SEWER)	12 EA	Brand: Product No:		EA	% List Price:	Brand: Product No:	Piranah	EA	0% List Price:	Brand: Product No:	NO BID MANHOLE MATERIAL	EA	% List Price:	Brand: Product No:	Old Castle	EA	20% List Price:	Brand: Product No:		EA	% List Price:
164	Man Hole Barrel (Old Castle) (SEWER)	12 EA	Brand: Product No:		EA	% List Price:	Brand: Product No:	Piranah	EA	% List Price:	Brand: Product No:	NO BID MANHOLE MATERIAL	EA	% List Price:	Brand: Product No:	Old Castle	EA	20% List Price:	Brand: Product No:		EA	% List Price:
165	4-inch Mission Bands Repair Clamps (SEWER)	50 EA	Brand: Product No:		EA	% List Price:	Brand: Product No:	Mission Bands 1404045	EA	30% List Price: \$29.78	Brand: Product No:	Fernco 505644RC	EA	35% List Price: \$29.78	Brand: Product No:	Mission Clay	EA	5% List Price:	Brand: Product No:		EA	% List Price:
166	6-inch Mission Bands Repair Clamps (SEWER)	50 EA	Brand: Product No:		EA	% List Price:	Brand: Product No:	Mission Bands 1406032	EA	30% List Price: \$56.72	Brand: Product No:	Fernco 505668RC	EA	35% List Price: \$56.72	Brand: Product No:	Mission Clay	EA	5% List Price:	Brand: Product No:		EA	% List Price:
167	8-inch Mission Bands Repair Clamps (SEWER)	50 EA	Brand: Product No:		EA	% List Price:	Brand: Product No:	Mission Bands 1408020	EA	30% List Price: \$84.21	Brand: Product No:	Fernco 505688RC	EA	35% List Price: \$84.21	Brand: Product No:	Mission Clay	EA	5% List Price:	Brand: Product No:		EA	% List Price:
168	10-inch Mission Bands Repair Clamps (SEWER)	50 EA	Brand: Product No:		EA	% List Price:	Brand: Product No:	Mission Bands 1410026	EA	30% List Price: \$109.54	Brand: Product No:	Fernco 50561010RC	EA	35% List Price: \$109.54	Brand: Product No:	Mission Clay	EA	5% List Price:	Brand: Product No:		EA	% List Price:
169	12-inch Mission Bands Repair Clamps (SEWER)	50 EA	Brand: Product No:		EA	% List Price:	Brand: Product No:	Mission Bands 1412022	EA	30% List Price: \$134.09	Brand: Product No:	Fernco 50561212RC	EA	35% List Price: \$134.09	Brand: Product No:	Mission Clay	EA	5% List Price:	Brand: Product No:		EA	% List Price:
170	4-inch Max Adapters (SEWER)	50 EA	Brand: Product No:		EA	% List Price:	Brand: Product No:	Max Adapter 19200	EA	30% List Price: \$72.93	Brand: Product No:	Gripser MAX4	EA	20% List Price: \$76.48	Brand: Product No:	Multi Fittings	EA	20% List Price:	Brand: Product No:		EA	% List Price:
171	6-inch Max Adapters (SEWER)	50 EA	Brand: Product No:		EA	% List Price:	Brand: Product No:	Max Adapter 19210	EA	30% List Price: \$108.65	Brand: Product No:	Gripser MAX6	EA	20% List Price: \$114.08	Brand: Product No:	Multi Fittings	EA	20% List Price:	Brand: Product No:		EA	% List Price:
172	8-inch Max Adapters (SEWER)	50 EA	Brand: Product No:		EA	% List Price:	Brand: Product No:	Max Adapter 19215	EA	30% List Price: \$143.15	Brand: Product No:	Gripser MAX8	EA	20% List Price: \$150.31	Brand: Product No:	Multi Fittings	EA	20% List Price:	Brand: Product No:		EA	% List Price:
173	10-inch Max Adapters (SEWER)	50 EA	Brand: Product No:		EA	% List Price:	Brand: Product No:	Max Adapter 19220	EA	30% List Price: \$178.88	Brand: Product No:	Gripser MAX10	EA	20% List Price: \$187.82	Brand: Product No:	Multi Fittings	EA	20% List Price:	Brand: Product No:		EA	% List Price:
174	12-inch Max Adapters (SEWER)	50 EA	Brand: Product No:		EA	% List Price:	Brand: Product No:	Max Adapter 19225	EA	30% List Price: \$214.59	Brand: Product No:	Gripser MAX12	EA	20% List Price: \$225.32	Brand: Product No:	Multi Fittings	EA	20% List Price:	Brand: Product No:		EA	% List Price:
175	4-inch SDR T's (SEWER)	50 EA	Brand: Product No:		EA	% List Price:	Brand: Product No:	Royal H104	EA	70% List Price: \$125.93	Brand: Product No:	Multi-fittings 067004	EA	78.5% List Price: \$134.80	Brand: Product No:	Multi Fittings	EA	20% List Price:	Brand: Product No:		EA	% List Price:
176	6-inch SDR T's (SEWER)	50 EA	Brand: Product No:		EA	% List Price:	Brand: Product No:	Royal H106	EA	70% List Price: \$172.37	Brand: Product No:	Multi-fittings 067006	EA	78.5% List Price: \$184.47	Brand: Product No:	Multi Fittings	EA	20% List Price:	Brand: Product No:		EA	% List Price:
177	8-inch SDR T's (SEWER)	50 EA	Brand: Product No:		EA	% List Price:	Brand: Product No:	Royal H108	EA	70% List Price: \$358.11	Brand: Product No:	Multi-fittings 067008	EA	78.5% List Price: \$383.36	Brand: Product No:	Multi Fittings	EA	20% List Price:	Brand: Product No:		EA	% List Price:
178	10-inch SDR T's (SEWER)	50 EA	Brand: Product No:		EA	% List Price:	Brand: Product No:	Royal H1010	EA	70% List Price: \$917.13	Brand: Product No:	Multi-fittings 067029	EA	78.5% List Price: \$1008.87	Brand: Product No:	Multi Fittings	EA	20% List Price:	Brand: Product No:		EA	% List Price:
179	12-inch SDR T's (SEWER)	50 EA	Brand: Product No:		EA	% List Price:	Brand: Product No:	Royal H1212	EA	70% List Price: \$1,270.85	Brand: Product No:	Multi-fittings 067035	EA	78.5% List Price: \$1360.17	Brand: Product No:	Multi Fittings	EA	20% List Price:	Brand: Product No:		EA	% List Price:
180	4-inch SDR Y's (SEWER)	50 EA	Brand: Product No:		EA	% List Price:	Brand: Product No:	Royal H3104	EA	70% List Price: \$129.08	Brand: Product No:	Multi-fittings 067204	EA	78.5% List Price: \$129.15	Brand: Product No:	Multi Fittings	EA	20% List Price:	Brand: Product No:		EA	% List Price:
181	6-inch SDR Y's (SEWER)	50 EA	Brand: Product No:		EA	% List Price:	Brand: Product No:	Royal H1506	EA	70% List Price: \$196.01	Brand: Product No:	Multi-fittings 067206	EA	78.5% List Price: \$209.94	Brand: Product No:	Multi Fittings	EA	20% List Price:	Brand: Product No:		EA	% List Price:
182	8-inch SDR Y's (SEWER)	50 EA	Brand: Product No:		EA	% List Price:	Brand: Product No:	Royal H308	EA	70% List Price: \$445.68	Brand: Product No:	Multi-fittings 067208	EA	78.5% List Price: \$477.00	Brand: Product No:	Multi Fittings	EA	20% List Price:	Brand: Product No:		EA	% List Price:
183	10-inch SDR Y's (SEWER)	50 EA	Brand: Product No:		EA	% List Price:	Brand: Product No:	Royal H3010	EA	70% List Price: \$1,143.73	Brand: Product No:	Multi-fittings 067210	EA	78.5% List Price: \$1170.35	Brand: Product No:	Multi Fittings	EA	20% List Price:	Brand: Product No:		EA	% List Price:
184	12-inch SDR Y's (SEWER)	50 EA	Brand: Product No:		EA	% List Price:	Brand: Product No:	Royal H3012	EA	70% List Price: \$1,620.40	Brand: Product No:	Multi-fittings 067253	EA	78.5% List Price: \$1658.07	Brand: Product No:	Multi Fittings	EA	20% List Price:	Brand: Product No:		EA	% List Price:
185	4-inch SDR Plugs (SEWER)	50 EA	Brand: Product No:		EA	% List Price:	Brand: Product No:	Royal H1164	EA	70% List Price: \$43.14	Brand: Product No:	Multi-fittings 063734	EA	78.5% List Price: \$14.45	Brand: Product No:	Multi Fittings	EA	20% List Price:	Brand: Product No:		EA	% List Price:
186	6-inch SDR Plugs (SEWER)	50 EA	Brand: Product No:		EA	% List Price:	Brand: Product No:	Royal H1166	EA	70% List Price: \$86.92	Brand: Product No:	Multi-fittings 043736	EA	78.5% List Price: \$22.17	Brand: Product No:	Multi Fittings	EA	20% List Price:	Brand: Product No:		EA	% List Price:
187	8-inch SDR Plugs (SEWER)	50 EA	Brand: Product No:		EA	% List Price:	Brand: Product No:	Royal H1168	EA	70% List Price: \$153.49	Brand: Product No:	Multi-fittings 043738	EA	78.5% List Price: \$78.61	Brand: Product No:	Multi Fittings	EA	20% List Price:	Brand: Product No:		EA	% List Price:
188	10-inch SDR Plugs (SEWER)	50 EA	Brand: Product No:		EA	% List Price:	Brand: Product No:	Royal H1610	EA	70% List Price: \$285.02	Brand: Product No:	Multi-fittings 043740	EA	78.5% List Price: \$262.04	Brand: Product No:	Multi Fittings	EA	20% List Price:	Brand: Product No:		EA	% List Price:
189	12-inch SDR Plugs (SEWER)	50 EA	Brand: Product No:		EA	% List Price:	Brand: Product No:	Royal H11612	EA	70% List Price: \$351.70	Brand: Product No:	Multi-fittings 043741	EA	78.5% List Price: \$313.16	Brand: Product No:	Multi Fittings	EA	20% List Price:	Brand: Product No:		EA	% List Price:

Bid submitted by Corfix is deemed non-responsive because the bid was not submitted on the "Revised" Bid Form and "Revised" Attachment B.



City of Sunnyvale  
California

Draft Blanket Purchase Order NO

BL010072

<b>ORDERED FROM</b> 10731 - 004  (510) 786-3333  Ferguson Waterworks 12500 Jefferson Ave Newport News, VA 23602	ORDER DATE	<b>BILL TO:</b>  <b>City of Sunnyvale</b> <b>Finance Department</b> <b>Accounts Payable</b> <b>PO Box 3707</b> <b>Sunnyvale, CA 94088-3707</b>
	EFFECTIVE DATE 8/1/2019	
	EXPIRATION DATE 7/31/2020	
	CONTRACT AMOUNT \$125,000.00	
REQUISITIONING DEPARTMENT (3450) FIN/Central Stores	FOB DEST ADD	FREIGHT CHARGES Destination, freight prepaid and added
	PAYMENT TERMS N/30	BID NO

ITEM	DESCRIPTION	UNIT	UNIT COST
1	Provide piping supplies including valve parts, fittings and couplings, as required by the City of Sunnyvale in accordance with the specifications, terms and conditions of Invitation for Bids No. F19-094 specifications and vendor's response for Attachment B, which are attached and incorporated herein by this reference.  Individual orders are to be quoted to and approved by City staff before order is placed.  Requisition Number RQ021191  Awarded by Council _____, RTC No. 19-0601	DLR	\$1.0000

AUTHORIZED DEPARTMENT(S)		
NO	DEPT NAME	RELEASE AMT
3450	FIN/Central Stores	\$25,000.00
9021	ESD/Sewer & Storm	\$25,000.00
9023	ESD/Water	\$25,000.00

#### DOCUMENT TERMS

This purchase order is subject to the City of Sunnyvale Standard Terms and Conditions for the Purchase of Goods, dated 5/14/19, a copy of which is attached and incorporated by reference (Form #TCBPO-G). Invoices must be sent directly to accounts payable by mail to the address above or by e-mail to [accountspayable@sunnyvale.ca.gov](mailto:accountspayable@sunnyvale.ca.gov) and MUST REFERENCE THE PURCHASE ORDER NUMBER. Failure to comply will result in a delay in payment processing.



**BUYER:**

Vo, Lisa

**PHONE** (408) 730-7608

**FAX** (408) 328-0723



City of Sunnyvale  
California

Draft Blanket Purchase Order NO

BL010073

<b>ORDERED FROM</b> 02146 - 003  R & B Co 1240 N 13th St San Jose, CA 95112  (408) 943-4900	ORDER DATE	<b>BILL TO:</b>  <b>City of Sunnyvale</b> <b>Finance Department</b> <b>Accounts Payable</b> <b>PO Box 3707</b> <b>Sunnyvale, CA 94088-3707</b>
	EFFECTIVE DATE 8/1/2019	
	EXPIRATION DATE 7/31/2020	
	CONTRACT AMOUNT \$450,000.00	
REQUISITIONING DEPARTMENT (3450) FIN/Central Stores	FOB DEST ADD	FREIGHT CHARGES Destination, freight prepaid and added
	PAYMENT TERMS N/30	BID NO

ITEM	DESCRIPTION	UNIT	UNIT COST
1	Provide piping supplies including valve parts, fittings and couplings, as required by the City of Sunnyvale in accordance with the specifications, terms and conditions of Invitation for Bids No. F19-094 specifications and vendor's response for Attachment B, which are attached and incorporated herein by this reference.  Individual orders are to be quoted to and approved by City staff before order is placed.  Requisition Number RQ021191-2  Awarded by Council _____, RTC No. 19-0601	DLR	\$1.0000

AUTHORIZED DEPARTMENT(S)		
NO	DEPT NAME	RELEASE AMT
3450	FIN/Central Stores	\$125,000.00
9021	ESD/Sewer & Storm	\$125,000.00
9023	ESD/Water	\$125,000.00

<b>DOCUMENT TERMS</b>  This purchase order is subject to the City of Sunnyvale Standard Terms and Conditions for the Purchase of Goods, dated 5/14/19, a copy of which is attached and incorporated by reference (Form #TCBPO-G). Invoices must be sent directly to accounts payable by mail to the address above or by e-mail to <a href="mailto:accountspayable@sunnyvale.ca.gov">accountspayable@sunnyvale.ca.gov</a> and MUST REFERENCE THE PURCHASE ORDER NUMBER. Failure to comply will result in a delay in payment processing.
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**BUYER:**

Vo, Lisa

**PHONE** (408) 730-7608

**FAX** (408) 328-0723



City of Sunnyvale  
California

Draft Blanket Purchase Order NO

BL010075

<b>ORDERED FROM</b> 24008 - 001  (408) 490-9868  Core & Main LP 1830 Craig Park Court St Louis, MO 63146	ORDER DATE	<b>BILL TO:</b>  <b>City of Sunnyvale</b> <b>Finance Department</b> <b>Accounts Payable</b> <b>PO Box 3707</b> <b>Sunnyvale, CA 94088-3707</b>
	EFFECTIVE DATE 8/1/2019	
	EXPIRATION DATE 7/31/2020	
	CONTRACT AMOUNT \$125,000.00	
REQUISITIONING DEPARTMENT (3450) FIN/Central Stores	FOB DEST ADD	FREIGHT CHARGES Destination, freight prepaid and added
	PAYMENT TERMS N/30	BID NO

ITEM	DESCRIPTION	UNIT	UNIT COST
1	Provide piping supplies including valve parts, fittings and couplings, as required by the City of Sunnyvale in accordance with the specifications, terms and conditions of Invitation for Bids No. F19-094 specifications and vendor's response for Attachment B, which are attached and incorporated herein by this reference.  Individual orders are to be quoted to and approved by City staff before order is placed.  Requisition Number RQ021191-3  Awarded by Council _____, RTC No. 19-0601	DLR	\$1.0000

AUTHORIZED DEPARTMENT(S)		
NO	DEPT NAME	RELEASE AMT
3450	FIN/Central Stores	\$25,000.00
9021	ESD/Sewer & Storm	\$25,000.00
9023	ESD/Water	\$25,000.00

<b>DOCUMENT TERMS</b>  This purchase order is subject to the City of Sunnyvale Standard Terms and Conditions for the Purchase of Goods, dated 5/14/19, a copy of which is attached and incorporated by reference (Form #TCBPO-G). Invoices must be sent directly to accounts payable by mail to the address above or by e-mail to <a href="mailto:accountspayable@sunnyvale.ca.gov">accountspayable@sunnyvale.ca.gov</a> and MUST REFERENCE THE PURCHASE ORDER NUMBER. Failure to comply will result in a delay in payment processing.
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**BUYER:**

Vo, Lisa

**PHONE** (408) 730-7608

**FAX** (408) 328-0723



# City of Sunnyvale

## Agenda Item

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19-0706

Agenda Date: 7/30/2019

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### REPORT TO COUNCIL

#### **SUBJECT**

Award of Contract to Carollo Engineers, Inc. for Professional Design Services Associated with the Sunnyvale Cleanwater 2.1 Project: Existing Plant Rehabilitation - Split Flow and Approve Budget Modification No. 5 in the amount of \$3,157,011 (F19-179)

#### **REPORT IN BRIEF**

Approval is requested to award a contract in the amount of \$7,315,615 to Carollo Engineers, Inc. of Walnut Creek for professional design services associated with the Sunnyvale Cleanwater 2.1 Project: Existing Plant Rehabilitation - Split Flow, a 10% design contingency in the amount of \$731,562, and for Budget Modification No. 5 to provide additional project 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 services exceeding \$100,000 in any one transaction.

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 to authorize the transfer of unused balances appropriated for one purpose or another, or to appropriate available revenue included in the budget.

#### **ENVIRONMENTAL REVIEW**

This award is for the design phase and construction support services; therefore, the action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. However, it is expected that a CEQA memorandum will be filed, which documents the activities, impacts, and mitigation measures presented in the Sunnyvale Clean Water Program's approved Programmatic Environmental Impact Report (RTC No.16-0663) that are applicable to this project. It is anticipated that the project will have no effects beyond those analyzed in the PEIR and that no new environmental document or public notice will be required. If the CEQA memorandum prepared identifies new effects not analyzed and mitigated in the Program's PEIR, an Initial Study will be prepared leading to a Negative Declaration. The consultant will review all CEQA documentation as part of their design review.

#### **BACKGROUND AND DISCUSSION**

The Sunnyvale Cleanwater Program is working to rebuild the existing Water Pollution Control Plant (WPCP or Plant), which was initially built in 1956. With additions over the subsequent 15-20 years it has grown to a tertiary treatment facility with an average dry weather flow rate of 14 million gallons per day (MGD) and a permitted average dry weather flow rate of 29.5 MGD. An asset condition



assessment conducted in 2006 identified several critical Plant structures as at-risk and in need of immediate rehabilitation. Based on this assessment, the City began implementing several rehabilitation projects and also developed a long-term Strategic Infrastructure Plan (SIP) to serve as a road map for the physical improvements and process enhancements needed to maintain a high level of treatment and to meet current and expected regulatory requirements and stewardship objectives. In 2013, to help implement the SIP, the City secured the professional services of Carollo Engineers to develop a comprehensive Master Plan, which included the “basis of design” development for the various process areas to be rebuilt and a programmatic environmental impact report (PEIR). The Master Plan was adopted by City Council in 2016.

The Master Plan consists of more than 30 capital improvement projects. This design project includes rehabilitation of select plant assets needed now so that the Plant facilities can remain functional for the next 15+ years (e.g., through 2035 which is when the entire process is anticipated to have been converted to the new conventional activated sludge treatment). Another core objective of this project is to optimize the treatment performance of the pond system (oxidation ponds through the Air Flotation Tanks) with respect to removal of chemical biological oxygen demand (cBOD), total suspended solids (TSS), ammonia, and total nitrogen (TN). In addition, this project also includes the design of a perimeter flood protection wall, including hydrostatic flood gates and relocation of a portion of the sanitary sewer collections system near the intersection of Carl Road/Borregas Avenue to facilitate perimeter wall construction and create space for future project needs.

A Request for Proposal (RFP) process was utilized to solicit proposals to design the project. The RFP specifications were prepared by Public Works and Purchasing staff. The RFP was directly distributed to eight Bay Area design firms and posted on the Demandstar public procurement network. Proposals were received on May 22, 2019. Only one responsive proposal was received: Carollo Engineers in association with Brown and Caldwell.

The Proposal was reviewed by an evaluation team consisting of Public Works Engineering and Environmental Services Department staff. The firm was evaluated on qualifications, experience, project overview, project approach, and innovation. Following the proposal evaluation process, the team was invited to provide a presentation during a formal interview. Following the interview and deliberation, the City agreed that the Carollo/Brown and Caldwell team was well positioned to provide the necessary services. City staff is confident that the team has relevant experience and a good grasp and understanding of the reconstruction of the Plant.

The City engaged Carollo Engineers in discussions to clarify the level of effort and proposed project scope against the City’s intended requirements. These discussions resulted in a cost decrease from \$9,214,506 to \$7,178,620 and optional services in the amount of \$136,995 for the total of \$7,315,615. A 10% design contingency in the amount of \$731,562 for the base and optional scope of services is also being requested which is within industry standards for similar projects. The design costs were estimated based on a conceptual scope of work and the contingency is included to account for any changes that may need to be made based on further design development, equipment changes, or redesigns during construction due to unforeseen conditions.

Optional Services

The scope of work has been written to allow the consultant to recommend several design concepts and treatment process alternatives for the project which could add up to \$136,995 in design costs. Since there is a potential that adding some of these items may reduce construction costs, site conflicts, increase wastewater treatment performance, change environmental clearances and/or meet future regulatory requirements, it is recommended that these options be included in the contract.

The design consultant will only proceed with these items if directed in writing by the City. If through the conceptual and preliminary design process, it is determined that some of these items are not sufficiently beneficial, then the use of the funds will not be authorized.

Staff recommends awarding a contract for the design services associated with the Sunnyvale Cleanwater 2.1 Project, including the base and optional services, for a total of \$7,315,615.

**FISCAL IMPACT**

Project costs are as follows:

Project Design (Including Bid and Construction Support)	\$7,178,620
Optional Services	\$136,995
Total Contract Amount	\$7,315,615
10% Contingency	\$731,562
Total Cost	\$8,047,177

Of the \$8,047,177 needed for this project, \$4,692,786 is available in project 833150 - SCWP Existing Plant Rehabilitation-Split Flow, which includes approximately \$2,813,746 from FY 2018/19 carryover, \$547,544 is remaining available in FY 2019/20 budget, and the remaining in future years. In addition, \$67,380 is available in project 833140 - SCWP Rehabilitation Influent Pipelines to WPCP and \$130,000 in project 833130 - SCWP Rehabilitation Primary Effluent Pipeline.

Budget Modification No. 5 has been prepared to transfer the funds from Project 833140 and Project 833130 to Project 833150 as well as to appropriate additional funding of \$3,157,011 in project 833150.

This appropriation increases the overall project budget accordingly. The monies allocated for construction of this project have been accounted for both this project and in future projects; at award of the construction contract, some future funding for the Plant influent collections system work may need to be brought forward.

This project is one of three for which the City has been selected to apply for a low-interest federal loan - the Water Infrastructure Finance and Innovation Act (WIFIA). The budget modification amount on this contract will be eligible under the WIFIA loan provisions.

**Budget Modification No. 5  
FY 2019/20**

	<b>Current</b>	<b>Increase/(Decrease)</b>	<b>Revised</b>
<b>Wastewater Management Fund</b>			
<u>Expenditures</u>			
Reduce Budget from Project 833140 - SCWP Rehabilitation Influent Pipelines to WPCP	\$1,120,000	(\$67,380)	\$1,052,620
Reduce Budget from Project 833130 - SCWP Rehabilitation Primary Effluent Pipeline	\$130,000	(\$130,000)	\$0
833150 - SCWP Existing Plant Rehabilitation - Split Flow	\$674,049	\$3,354,391	\$4,028,440
<u>Reserves</u>			
Rate Stabilization Reserve	\$27,242,724	(\$3,157,011)	\$24,085,713

**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 a contract in substantially the same form as Attachment 1 to the report in the amount of \$7,315,615 to Carollo Engineers, Inc.,
- Authorize the City Manager to execute the contract when all necessary conditions have been met,
- Approve a 10% contingency in the amount of \$731,562, and
- Approve Budget Modification No. 5 to transfer \$197,380 from project 833130 and 833140 to project 833150 and appropriate an additional funding of \$3,157,011.

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

**DRAFT CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF SUNNYVALE AND  
CAROLLO ENGINEERS, INC. FOR DESIGN AND CONSTRUCTION SUPPORT  
SERVICES FOR SUNNYVALE CLEANWATER PROGRAM EXISTING PLANT  
REHABILITATION DESIGN 2.1**

THIS AGREEMENT, dated \_\_\_\_\_, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and CAROLLO ENGINEERS, 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 Sunnyvale Cleanwater Program Existing Plant Rehabilitation Design 2.1; 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 Sanjay Reddy, 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 task description total fee, and shall include services as identified in Exhibit "A" in the amount of Seven Million One Hundred Seventy Eight Thousand Six Hundred Twenty and No/100 Dollars (\$7,178,620.00) for the duration of the contract, as well as optional services in an amount not to exceed One Hundred Thirty Six Thousand Nine Hundred Ninety Five and No/100 Dollars (\$136,995.00) for the duration of the contract. In no event shall the total amount of compensation payable under this agreement exceed the sum of Seven Million Three Hundred Fifteen Thousand Six Hundred Fifteen and No/100 Dollars (\$7,315,615.00) unless upon written modification of this Agreement. All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707.

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

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

To CONSULTANT:      Carollo Engineers, Inc.  
Attn: Jim Hagstrom  
2700 Ygnacio Valley Rd., Suite 300  
Walnut Creek, CA 94598

18. Waiver

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

19. Amendments

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

20. Integrated Agreement

This Agreement embodies the agreement between CITY and CONSULTANT and its terms and conditions. No verbal agreements or conversation with any officer, agent or employee of CITY



prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon CITY.

21. Conflict of Interest

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

22. Governing Law, Jurisdiction and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions will be exclusively vested in a state court in the County of Santa Clara. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara, and waive all venue objections.

23. Records, Reports and Documentation

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

24. Termination of Agreement

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

25. Subcontracting

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

26. Fair Employment

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

27. Changes

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

28. Other Agreements

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

29. Severability Clause.

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

30. Captions

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

31. Entire Agreement; Amendment

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

32. Miscellaneous

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

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

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

CAROLLO ENGINEERS, INC.  
("CONSULTANT")

APPROVED AS TO FORM:

By \_\_\_\_\_

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

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

By \_\_\_\_\_

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

**Exhibit A**  
**SCOPE OF WORK**  
**Sunnyvale Cleanwater Program**  
**Existing Plant Rehabilitation Design—Project 2.1**

**General**

This scope is to provide professional services for design and construction support of the Existing Plant Rehabilitation Project (Project), including the following areas:

- Rehabilitation of five existing treatment plant system assets, including the following process systems, subsystems, and associated components:
  - System 50000 - Oxidation Ponds
  - System 60000 - Chlorination
  - System 70000 - FGR-AFT (Fixed Growth Reactors, Air Flotation Thickeners)
  - System 80000 - Tertiary DMF (Dual Media Filters)
  - System 90000 - Chlorine Contact
- Construction of the Perimeter Protection Wall (western portion)
- Rehabilitation of the Primary Effluent (PE) Pipeline
- Rehabilitation of the Influent Sewer Pipelines
- Utility relocation for the new Admin/Lab Facility
- Partial rerouting and consolidation of influent pipelines north of Carl Road.

The scope of work generally includes preparation of preliminary design, design development, bid documents, and bidding/construction/commissioning support for Public Works competitive bidding. Ancillary work includes the following:

- Project management
- Conducting workshops
- Preparing California Environmental Quality Act (CEQA) documentation
- Preparing permit application(s)
- Preparing preliminary Stormwater Pollution Prevention Plan or Erosion and Sediment Control Plan (optional, not included)
- Performing structural testing and investigations
- Geotechnical investigation
- Land survey
- Construction cost estimating
- Schedule development

At this time, it is expected that all work will be designed as two potential separate sets of plans and specifications and bid as two separate construction contracts. The Consultant will confirm the contract packaging during preliminary design.

## **Project Information**

### *Description*

#### **Program Description**

The City has prepared a Master Plan for the Sunnyvale Clean Water Program (SCWP) to guide improvements to the City of Sunnyvale Water Pollution Control Plant (WPCP) facilities and operations over the next 30 or more years (see Item 2 of Available Documents, Section IV). The Master Plan was developed to address several challenges facing the WPCP today and into the future, as well as to support City policies. These challenges include; aging infrastructure; changes in regulatory requirements; and increases in population, flows and loads. The Master Plan identifies capital improvement projects, estimates costs, and recommends implementation approaches to achieve the planning objectives. Consultant shall review and become familiar with the Master Plan. The City has adopted a final program environmental impact report (PEIR) for the Master Plan in compliance with the California Environmental Quality Act (CEQA) and the CEQA Guidelines (see Item 3 of Available Documents, Section IV). These documents identify need for and intent to construct repairs and improvements to the existing facilities consistent with this SOW.

#### **Project Description**

Rehabilitation of select plant assets is needed now so that these facilities remain functional for the next 15+ years (e.g., through 2035). Another core objective of this project is to optimize the treatment performance of the pond system (oxidation ponds through the AFTs) with respect to removal of cBOD, TSS, ammonia, and total nitrogen (TN). Current and future limits on the quality of the treated effluent discharged to the Bay are provided in Section II.C. In addition, this project also includes the design of the completion of the western portion of the perimeter wall.

The existing site plan is shown in Figure 1. The majority of assets to be rehabilitated as part of this project are located in the western portion of the site. The location of these assets is identified in Figure 1.

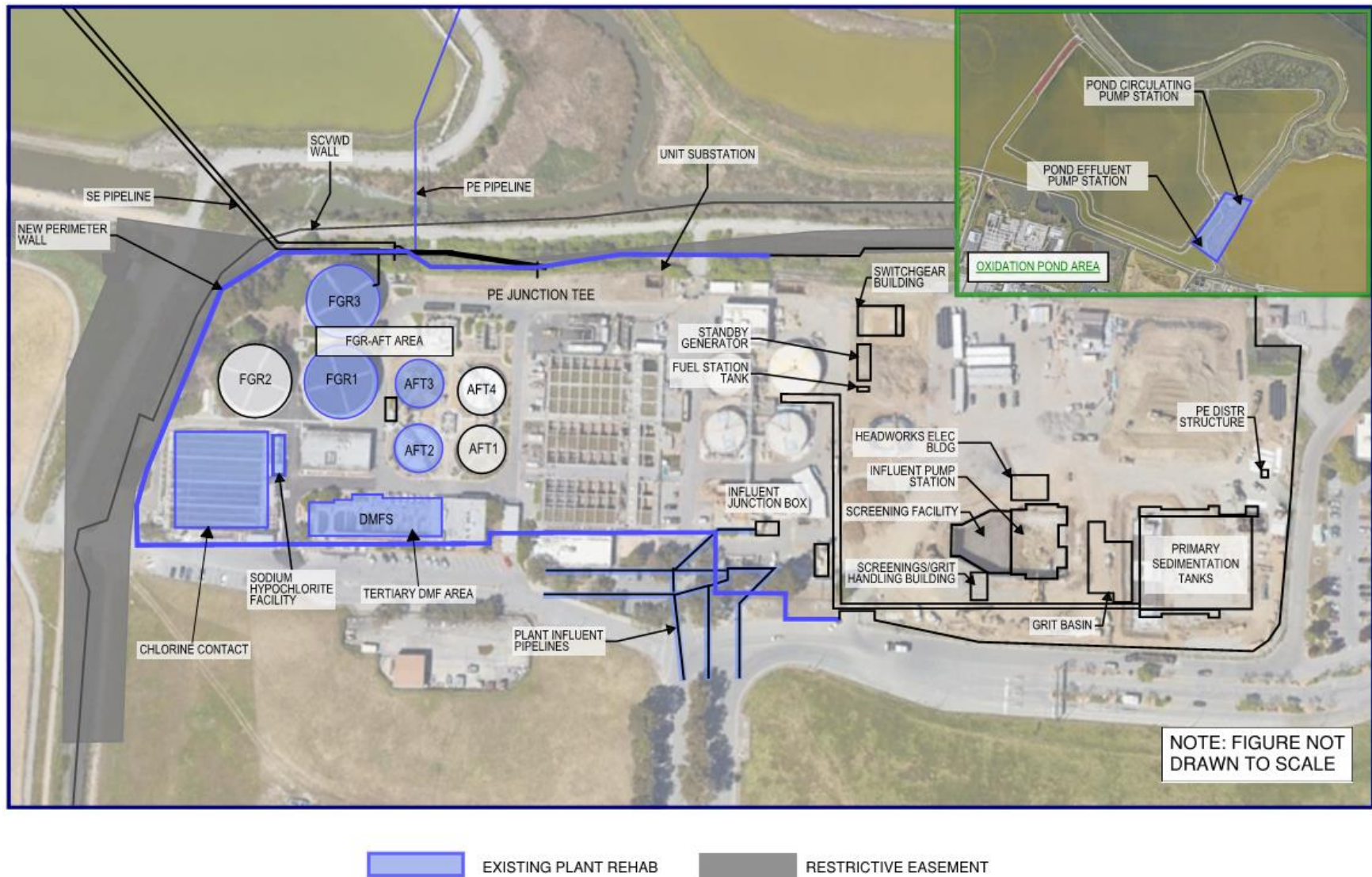


Figure 1. WPCP Existing Plant Rehabilitation Site Layout

Several concurrent projects are underway at and adjacent to the WPCP (see Table 1).

Table 1. Projects Underway at Sunnyvale WPCP

Project	Expected Bid	Expected Substantial Completion
Project 1.1 – Headworks and Primary Treatment Facility	NTP Awarded June 2016	2021Q2
Project 8.1 - Caribbean Drive Parking and Trail Access Enhancements	2018Q4	2019Q3
Project 8.3 - Administration and Lab Building	2020Q2	2022Q1
Projects 2.2 – Secondary Treatment and Thickening and Dewatering	2021Q1	2023Q4
Valley Water East West Channel Project	2019Q2	2021Q2

In addition, there are other smaller-scale projects being implemented by maintenance personnel and/or outside contractors (e.g., disinfection controls upgrades, routine preventive maintenance, and minor equipment replacements). The Consultant is responsible to be familiar with these other projects and their potential overlapping impact to the site, schedule, and plant operations personnel time demands, and to incorporate appropriate constraints and contractor coordination requirements into the design documents to address project coordination issues.

The project elements included in this scope of work include demolition and removal of existing aged components, replacement of key equipment and components, rehabilitation of other components, plus system integration upgrades to improve overall process control. A condition summary and the list of specific improvement recommendations by system, subsystem, and location is included in the AECOM Condition Assessment Report. Recommendations listed in this table to occur within 10 years form the basis of the scope of upgrades to be designed by the Consultant; items in “strikeout” (i.e., ~~like this~~) are excluded.

#### **System 50000 - Oxidation Ponds**

Work in this area includes:

- Pond circulation pump system (51000)
- Pond Aerators (52000)
- Pond Effluent Pump station (54000)
- Primary effluent (PE)
- Gates and Valves
- Site lighting
- ACS upgrades

#### **System 60000 – Chlorination**

Work in this area includes:

- Tank Drainage Pump Station (65000)
- Secondary Effluent Station (66000)
- Piping, gates and auxiliary systems – Minor repairs.
- ACS upgrades

#### **System 70000 - FGR-AFT (Fixed Growth Reactors, Air Flotation Thickeners)**

Work in this area includes:

- FGRs (Tanks 1 and 3) (71000)
- FGR Distribution Structure (72000)
- AFTs (Systems 2 and 3) (73000-76000)
- AFT Distribution Structure (75000)
- ACS upgrades

#### **System 80000 - Tertiary DMF (Dual Media Filters)**

Work in this area includes:

- Tertiary Control Building (81000)
- DMFs (85000)
- ACS upgrades

#### **System 90000 - Chlorine Contact**

Work in Areas 90000-98000 includes:

- Chemical Building (91000)
- Filtered Water (FW) Pump Station (92000)
- Chlorine Contact Channels (CCTs) (93000)
- Dechlorination Area (94000)



- Backwash Pump Station (95000)
- 3W Pump Station (96000)
- Recycled Water Pump Station (98000)
- ACS upgrades

### **Primary Influent and Effluent Pipelines**

As part of Project 1.1 - Headworks and Primary Treatment Facility, raw sewage will be diverted into a new influent junction structure which will direct influent into the new barscreen facility. Several of the raw sewage pipelines in the immediate vicinity of the WPCP have been in service for over 40 years. The condition of these pipelines has been determined as part of the condition assessment phase of Project 2.1 - Existing Plant Rehabilitation.

The primary effluent (PE) pipeline has been in continuous service since the early 1980's and serves as the main means of conveyance of primary effluent between the WPCP and the oxidation ponds. Condition assessments conducted in 2006 (Carollo Engineers/V&A) and 2014 (V&A) noted deterioration of the junction structures and manholes along the PE pipeline alignment (see Items 8A and 8D of Available Documents, Section IV). Work included under this project shall include:

- Evaluation of how the influent system of pipelines could be consolidated through rehabilitation or replacement (i.e., concrete repair, coating, sliplining, etc.)
- Rehabilitation (sliplining) of the existing 60-inch PE pipeline extension from Manhole No. 3 (as denoted in the 2014 Condition Assessment Report) to the oxidation pond recirculation channel
- Miscellaneous repairs of the various manholes/junction structures

### **Perimeter Protection Wall (Stage 2)**

The eastern portion of the planned perimeter wall has already been designed (Stage 1) and will be constructed by 2020 as part of Project 1.1.2 (Headworks/Primary, Package 2); refer to Figure 2 for a detail of the planned wall. Work under this contract includes:

- Approximately 2,300 LF of new perimeter wall and four hydrostatic gates to be located around the western portion of the plant site, as shown in Figure 2 (Project 2.1). Design of remaining wall should match form and function of Stage 1.

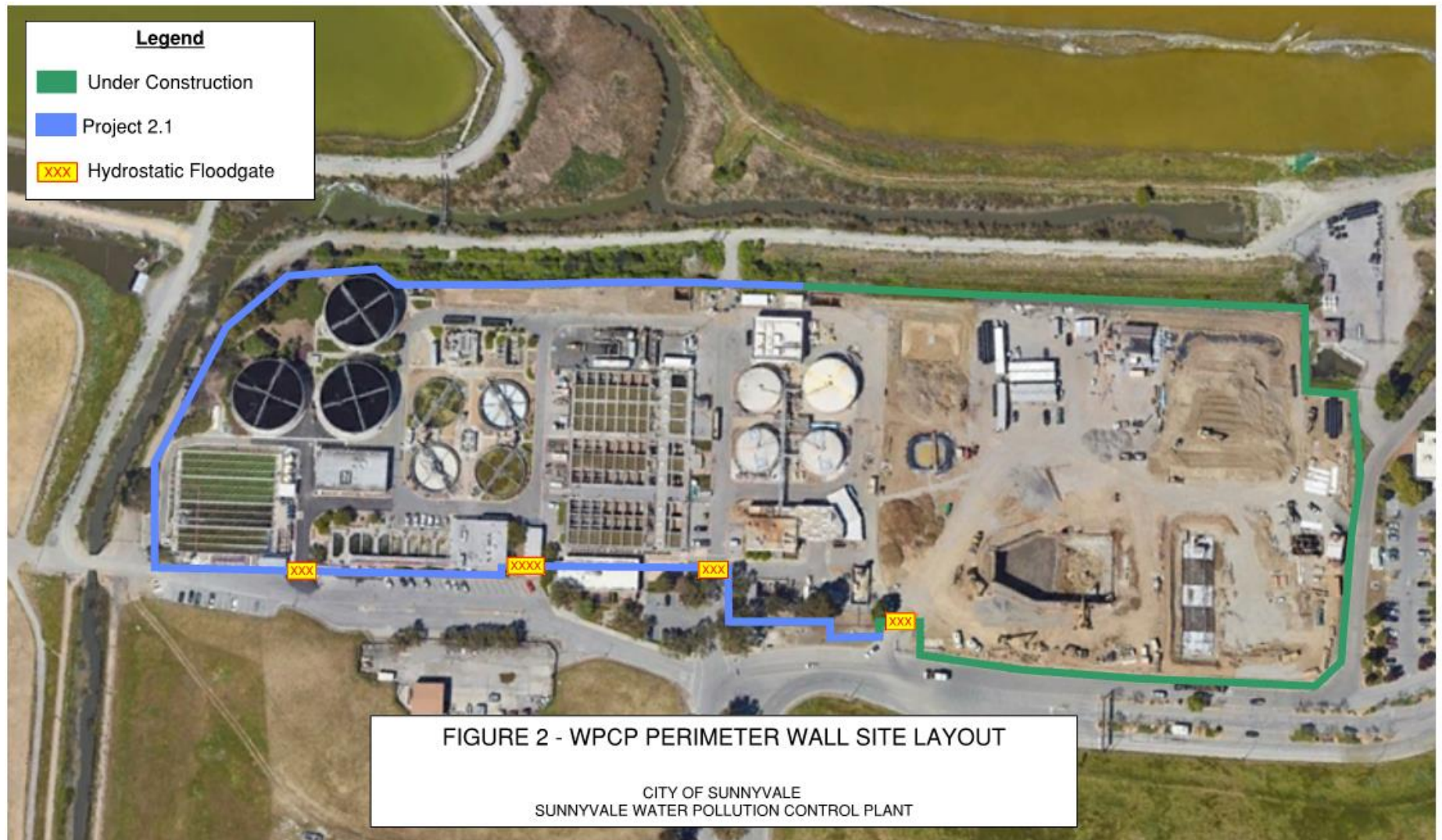


Figure 2. WPCP Perimeter Wall Site Layout

## **ACS Integration**

The existing supervisory control and data acquisition (SCADA) System will be updated and migrated to a new Automated Control System (ACS). Stage 1 of ACS will be constructed as part of Project 1.1 – Headworks and Primary Treatment Facility, which will establish a new ACS backbone and initial fiber optics distribution for the headworks, primary treatment, and cogeneration facilities. Project 1.1 – Headworks and Primary Treatment will extend a temporary fiber optic from the Primary Treatment area through the existing Administration Building to the Tertiary Control Building. During Project 2.2 - Secondary Treatment and Dewatering, the ACS will be expanded to the new treatment facilities and the fiber optic cable to the Tertiary Control Building will be rerouted when the existing Administration Building is demolished.

During this rehabilitation project, the Consultant shall:

- Integrate instrumentation, control logic and automation improvements for the rehabilitated facilities with the plant ACS. Upgrades and improvements must adhere to WPCP ACS standards.
- Develop, process control narratives (including calculations to be used in PLC logic), P&IDs to integrate all new/replaced components into updated control loops for process control of the existing facilities. The designer must coordinate control narrative development with control algorithms developed by the PMC.
- Loops include:
  - Pond System (50000)
  - Chlorination System (60000)
  - FGR-AFT System (70000)
  - Tertiary DMFs (80000)
  - Chemical Building Systems (91000)
  - Filtered Water Systems (92000)
  - Chlorine Contact Systems (93000)
  - Dechlorination Systems (94000)
  - Backwash Pump Station (95000)
  - 3W Pump Station (96000)
  - Recycled Water Pump Station (98000)

## **Other**

Landscaping and site restoration of areas impacted by construction and contractor staging

### *Location*

The existing WPCP is located at 1444 Borregas Avenue, Sunnyvale, Santa Clara County, California.

The site lies in the Moffett Park neighborhood, directly south of South San Francisco Bay, in the northern part of the City of Sunnyvale. The site includes approximately 16.5 acres within the main WPCP, and approximately 440 acres of oxidation ponds. The City's SMaRT (Sunnyvale Materials Recovery and Transfer) Station lies to the east. The City's closed municipal solid waste landfill borders the south and west of the site. The Sunnyvale West Channel forms the western boundary of the site.

### *Existing Conditions*

The existing WPCP was originally built in 1956. With additions over the subsequent 15-20 years, it grew to a tertiary treatment facility with an average dry weather flow of 14 million gallons per day (MGD) and a permitted average dry weather flow of 29.5 MGD. An asset condition assessment conducted in 2006 identified several critical WPCP structures as at-risk and in need of immediate rehabilitation. Based on this assessment, the City began implementing several rehabilitation projects and also developed a long-term Strategic Infrastructure Plan (SIP) to serve as a road map for the physical improvements and process enhancements needed to maintain a high level of treatment and to meet current and expected regulatory requirements and stewardship objectives (see Item 2B of Available Documents, Section IV). In 2013, the City secured the professional services of a team of consultants to develop a comprehensive Master Plan, which included the Basis of Design for the various process areas to be rebuilt and a Program Environmental Impact Report (PEIR). The Master Plan was adopted by City Council in 2016. Following adoption of the Master Plan, the City has embarked on implementation of the Cleanwater Program, initiated by projects described in the Master Plan. Projects under way to date include completion of construction of Package 1 of the new Headworks and Primary Treatment Facilities, (Package 2 construction is currently under way), design of the new Administration Building, Caribbean Drive Parking and Trail Enhancements, and design of the new Secondary Treatment and Dewatering Project.

The Sunnyvale WPCP operates in accordance with NPDES Permit No. CA0037621, as adopted by Order R2-2014-0035 of the California Regional Water Quality Control Board, San Francisco Bay Region (RWQCB-SF Bay), Order No. R2-2014-0014 Waste Discharge Requirement for Nutrients from Municipal Wastewater Discharges to San Francisco Bay and Order No. R2-2017-0041 Waste Discharge Requirements for Mercury and PCBs from Municipal and Industrial Wastewater Discharges to San Francisco Bay.

### **Consultant Scope of Services**

Consultant services shall include engineering services over three phases: Preliminary Design, Detailed Design, and Engineering Services During Construction. Each phase includes project management. Preliminary Design includes permit applications, documenting existing conditions, a conceptual design report and a design information memorandum. Detailed design includes design development of the base scope and the western perimeter wall as separate packages. Additionally, bid documents and bidding

services are part of the detailed design phase. Finally, engineering services during construction includes construction support services, commissioning support services, and operations and maintenance manual updates, as further detailed below.

## **I. Preliminary Design**

### **A. *Project Management***

The Consultant will be the primary responsible party for managing the project's schedule and Consultant contract budget. In addition, the Consultant will lead a biweekly progress meeting and prepare action item logs for subsequent follow-up. The Consultant will maintain frequent and timely communication with City staff throughout the duration of the project.

The City has engaged a program management consultant (PMC) who provides management services to the City's Public Works Department and oversight of all projects in the Sunnyvale Cleanwater Program. This design project will be managed by City staff in collaboration with the PMC.

All on-site investigations including surveying, hazardous materials assessment, or other work performed by the Consultant shall be scheduled and coordinated with the City. Consultants shall coordinate these efforts with the efforts of the Master Plan, specifically the Existing Utilities TM, and the Land Survey and Monumentation Documents (see Items 2D, 2E, and 2F of Available Documents, Section IV).

#### Design Consultant shall be responsible for the following items:

1. Project Management Plan: Consultant shall submit Draft and Final Project Management Plan that includes a calendar of meetings, workshops, and deliverables. This calendar shall be tabular and include the name, date, required attendees, and decisions to be made at each workshop; and the subtask, deliverable name, Draft due date, comment due date, Final due date, and objective of all technical memoranda (TM) and design information memoranda (DIM). Calendar shall show no more than three deliverables under review at any time, not including the deliverables submitted under this Task A.
2. Meeting Management: Meetings must be scheduled at least one month in advance and the schedule shall identify the purpose of each meeting as well as who is required (or optional) to attend from City staff. Meeting agendas shall be prepared prior to all meetings with City staff and emailed at least three days prior to each meeting. Agendas shall identify the purpose of each meeting and who is required (or optional) to attend from City staff. Meeting minutes shall be provided by the consultant within one week of each meeting and emailed to all meeting participants. Consultant shall prepare a final set of meeting minutes that incorporate any comments and shall distribute them to all meeting participants.
3. Project Schedules: All project schedules shall be prepared in Gantt chart format, utilizing Microsoft Project software. Schedules shall include all required workshops, four weeks for City review of each design submittal in Task F, two weeks for City review of each other deliverable, and adequate time for review of permit applications. Schedule updates shall be provided at all progress meetings.
4. Quality Assurance/Quality Control: Prior to submittal, all deliverables shall be reviewed by a senior professional. Draft deliverables must be complete and technically reviewable by PMC and City reviewers. Prime firm is responsible for reviewing and ensuring the quality and accuracy of subconsultant-led

deliverables and attending and managing the content of subconsultant-led calls and meetings. With the final design submittal, a statement of peer review will be required for overall constructability, coordination, and reasonable reduction in errors and omissions.

5. Document Management: Unifier is the records management system for the Program. Consultant shall use Unifier to submit invoices and deliverables, and to log action items and design decisions made during meetings and ad hoc communications. One hour of training and licenses for up to 3 users will be provided to Consultant by the PMC.

6. Pay Applications: Consultant shall submit monthly invoices. Invoices shall include complete back-up of all project costs and include a cover page listing the total budget, amount authorized by NTP, previous billed-to-date, current billing, and total billed-to-date for each task. Invoice shall be accompanied by a brief progress report which lists the work accomplished in the previous month.

7. DIR Requirements: In compliance with California Public Works Law, the Consultant, and its subconsultants with prevailing wage workers, shall register with the Department of Industrial Relations (DIR). The City will coordinate with Consultant to setup the project in the Labor Compliance Program Tracker (LCPTTracker). Consultant and its subconsultants must submit weekly certified payroll (CPR) to the DIR e-CPR website and to LCPTTracker for all prevailing wage work conducted that week or state that no prevailing wage work was conducted during that week. At completion of the project all weekly CPRs must be submitted in LCPTTracker with the last CPR marked final, the fringe benefit statement (DAS 140, DAS 142, CAC 2, DAS Apprentice Certificates, as applicable), and all weeks of CPRs uploaded to the DIR e-CPR website. Use of contractors, and all applicable subcontractors which are required to pay prevailing wages, requires registration with the State of California, Department of Industrial Relations (DIR) through the Public Works Contractor Registration Program (PWC Registration) before bidding, being awarded, or performing work on public works projects in California. This includes those performing surveying work, material testing, inspection, trucking, boring, potholing, concrete deliveries and temporary service companies who provide workers to prevailing wage contractors. For complete details, please refer to Exhibit A: Labor Compliance.

### **Deliverables**

- Draft Project Management Plan
- Final Project Management Plan
- Biweekly progress meetings, agenda, minutes
- Monthly invoices and progress report
- Weekly certified payroll submitted to e-CPR and LCPTTracker

### **Support for Council Study Sessions (Optional, not included)**

*The City will potentially require Consultant's support for two Council Study Sessions. If such support is required, Consultant's role will be to prepare a PowerPoint presentation and up to three attachments per sessions, presenting the project scope, status, and issues. Presentations and attachments shall provide comprehensive but high-level information about the projects, suitable for an executive decision-making audience. Consultant's Project Manager shall attend the sessions and be prepared to answer questions.*

**Deliverables**

1. *Two (2) Draft PowerPoint presentations and attachments*
2. *Two (2) Final PowerPoint presentations and attachments*
3. *Attendance at two (2) Council Study Sessions*

**B. Permitting****1. CEQA**

Consultant shall prepare an Addendum, which documents the activities, impacts, and mitigation measures in the PEIR that are applicable to these projects (see Item 3 in Available Documents, Section IV). It is anticipated that these projects will have no effects beyond those analyzed in the PEIR. Consultant is responsible for confirming this assumption. Should the project(s) require additional CEQA documents, these services shall be priced and included in Section B3–Preparation of a Tiered Negative Declaration (Optional).

Because the City intends to apply for Clean Water State Revolving Fund financing, the Draft Addendum will be circulated through State Clearinghouse, and the Final Addendum will be certified by City Council. Consultant is responsible for addressing one round of City/PMC review comments on the Draft Addendum prior to circulation, and one round of City/PMC review comments on the Final Addendum prior to certification.

**Deliverables**

- Administrative Draft CEQA Addendum
- Response-to-comments table for Administrative Draft CEQA Addendum
- Draft CEQA Addendum
- Response-to-comments table for Draft CEQA Addendum
- Draft Final CEQA Addendum
- Response-to-comments table for Draft Final CEQA Addendum
- Final CEQA Addendum

**2. Preparation of a BCDC Permit Amendment**

Because West Sunnyvale Channel bordering the WPCP is tidally influenced, the Bay Conservation and Development Commission (BCDC) has jurisdiction of all areas within 100 feet of its bank. The perimeter wall is aligned within this 100-foot zone. Construction of a new structure within BCDC jurisdiction requires a permit. Initial conversations with BCDC indicate that a single permit which covers the Program could be amended for each new action.

Consultant shall prepare and obtain a permit amendment and file a copy of the executed amendment with the Santa Clara County Recorder.

**Deliverables**

- Draft BCDC permit application



- Response-to-comment table for Draft BCDC permit application
- Final BCDC permit application
- Response to questions and comments from BCDC
- Recorder's Copy of BCDC permit amendment

3. *Preparation of a Tiered Negative Declaration (Optional, not included)*

*If the CEQA memorandum prepared under Task B.1 identifies new effects not analyzed and mitigated in the Program's PEIR, the City will request that Consultant prepare an Initial Study leading to a Negative Declaration. It is assumed for this task that any change from the PEIR would result in impacts at the less-than-significant level. If Consultant identifies one or more new and significant impacts, Consultant shall immediately notify the City.*

*Consultant shall prepare a draft Project Description and develop the environmental analysis for any changes from the PEIR. Consultant shall complete an Administrative Draft Initial Study checklist, Notice of Intent, Negative Declaration, and Environmental Document Transmittal Form. The PEIR shall be incorporated by reference and used as the basis of the documents, such that discussion in these documents is limited to new effect(s) which had not been considered in the PEIR.*

*Consultant shall prepare a Public Draft Initial Study, Notice of Intent, Negative Declaration, and Environmental Document Transmittal Form, incorporating any comments on the Administrative Draft. Consultant shall distribute the Public Draft documents to the State Clearinghouse and a distribution list provided by the City. Consultant is responsible for reproduction of all required hardcopies. It is anticipated that 15 hardcopies of each Public Draft document will be required by the State Clearinghouse. Consultant is also responsible for providing public notice, including associated expenses, via notification in the Sunnyvale Sun and San Jose Mercury News and distribution of nine hardcopies to local libraries.*

*Consultant shall prepare responses to up to 5 comment letters received on the Public Draft Initial Study and Negative Declaration. Consultant shall prepare a memorandum providing Responses to Comments. Consultant shall also prepare the Statement of Findings. Consultant shall also prepare the Council Resolution. The City will prepare and present the Report to Council. For each of these deliverables, Consultant shall submit an Administrative Draft and respond to and incorporate City's comments on this draft, prior to producing and releasing the Final version.*

*Consultant shall prepare Administrative Draft Notice of Determination, respond to and incorporate City's comments on this draft, and prepare and submit required hardcopies of Final Notice of Determination to the State Clearinghouse and Santa Clara County Recorder.*



### ***Deliverables***

- *Draft Project Description*
- *Response-to-comment table for Draft Project Description*
- *Final Project Description*
- *Administrative Draft Initial Study checklist, Notice of Intent, Negative Declaration, and Environmental Document Transmittal Form*
- *Response-to-comment table for Administrative Draft Initial Study checklist, Notice of Intent, Negative Declaration, and Environmental Document Transmittal Form*
- *Public Draft Initial Study checklist, Notice of Intent, Negative Declaration, and Environmental Document Transmittal Form*
- *Administrative Draft response to public comments, Statement of Findings, and Council Resolution*
- *Response-to-comment table for Administrative Draft response to public comments, Statement of Findings, and Council Resolution*
- *Final response to public comments, Statement of Findings, and Council Resolution*
- *Administrative Draft Notice of Determination*
- *Response-to-comments table for Administrative Draft Notice of Determination*
- *Final Notice of Determination*

#### ***4. Bay Area Air Quality Management District (BAAQMD) Permitting (Optional, not included)***

*The Sunnyvale WPCP operates in accordance with Bay Area Air Quality Management District (BAAQMD) Major Facility Review Permit #A0733, commonly referred to as Title V. Emissions of particulate matter, organic compounds, sulfur dioxide, hydrogen sulfide, mono-nitrogen oxides, and carbon monoxide are regulated under this permit.*

*Because this project involves changes to treatment processes regulated under the existing Title V permit, these changes may require an Authority to Construct (ATC) and a Title V Minor Modification. Consultant is responsible for confirming that the specific improvements designed will trigger this requirement. If so, Consultant shall prepare all information and submittals necessary to obtain these permits.*

### ***Deliverables***

- *Draft ATC/Title V Minor Modification application*
- *Response-to-comments table for Draft ATC/Title V Minor Modification application*

- *Final ATC/Title V Minor Modification application*
- *Draft and Final letter responses to BAAQMD comments on the submitted application*

**C. *Documentation of Existing Conditions***

As part of the Master Plan, desktop and field investigation of the WPCP site were performed. The desktop investigation included compilation of historical boring logs on the western half of the WPCP; geologic hazard evaluation of the WPCP site; and consolidation of subsurface utility information from record drawings, design drawings, and potholes into an AutoCAD basemap. The field investigation included several borings and cone penetrometer tests in the vicinity of the proposed aeration basins and aeration blower building referenced in the Master Plan; manhole measure-downs; installation of permanent monuments that create a horizontal grid and vertical control for the WPCP; shallow soil borings to test for soil and groundwater contamination across the WPCP site. Valley Water completed a topographic and planimetric survey and geotechnical investigation as part of the East|West Channel Project, including the area between West Channel and the WPCP fence line.

It is anticipated that additional field investigation will be necessary to adequately characterize existing conditions for detailed civil and structural design and prepare a bid package that minimizes the risk of differing site conditions claims during construction. It is assumed that additional soil and groundwater testing will be required of the Contractor prior to waste disposal, but that the testing completed as part of the Master Plan will be adequate for bidding purposes.

**1. Supplemental Topographic and Planimetric Survey**

Consultant shall identify and perform ground topographic and planimetric survey as needed to supplement LiDAR and land survey performed as part of the Master Plan, to the extent necessary to obtain detailed elevations and fill in surface improvement locations required for detailed design of the Project (see Item 2F of Available Documents, Section IV). PMC will use this information to update the WPCP basemap (see Item 4C of Available Documents, Section IV).

**Deliverables**

- Survey data in AutoCAD format

**2. Supplemental Subsurface Utility Mapping**

Consultant shall perform potholing as needed to confirm vertical and horizontal location of critical utilities, e.g. connection points and utilities in conflict with the proposed wall alignment. PMC will update the WPCP existing utility plan with information obtained from potholes (see Item 2E of Available Documents, Section IV).

**Deliverables**

- Subsurface utility data in AutoCAD format

3. Supplemental Geotechnical Investigation and AFT Settlement Analysis

Consultant shall perform geotechnical investigations needed to supplement available information from the Master Plan to characterize the cause and extent of settling observed at the AFT structures and obtain necessary information to complete detailed static and dynamic structural evaluation of the CCTs. An analysis of the causes of observed settlement or heave shall be performed based on historical geotechnical investigations as well as any additional investigations performed under this task. The analyses should address the historical rate of movement and the potential for future movement. Design and construction recommendations shall be developed to address the potential for heave and/or settlement of the planned improvements.

**Deliverables**

- Draft Intrusive Fieldwork Plan (including health and safety section)
- Final Intrusive Fieldwork Plan (including health and safety section)
- Draft Geotechnical Report
- Final Geotechnical Report

4. Hazardous Building Material Assessment

Consultant shall perform a hazardous building material assessment as part of this task. Consultant shall identify areas that could potentially contain hazardous material and provide rough volume take offs.

**Deliverable**

- Lab results from the hazardous building material assessment, locations and quantities

D. *Conceptual Design Report*

The WIFIA Report will describe the project elements included in this scope of work, including demolition and removal of existing aged components, replacement of key equipment and components, rehabilitation of other components, plus system integration upgrades to improve overall process control. A condition summary and the list of specific improvement recommendations by system, subsystem, and location will be based on the AECOM Condition Assessment Report. The WIFIA Report will include a high level cost opinion and be submitted in accordance with the WIFIA application deadline.

Following the WIFIA Report submittal, a workshop will be scheduled to discuss priorities, which will serve as a basis for the conceptual design report. The purpose of the conceptual design report task is to assess the technical issues associated with each element of the Project; identify and evaluate equipment selection and other specific design criteria; and document the recommendations and decisions which the plans and specifications produced during Design Development (Task F) will be based upon. This will be accomplished through a

multi-chapter conceptual design report. Consultant shall provide eight hardcopies of each Draft and Final conceptual design report to the City, as well as electronic copies in PDF format. PDFs shall be fully text-searchable and formatted to be navigable with a “bookmark” for each heading and subheading.

The conceptual design report shall include a summary of the recommendations and assumptions, a discussion of the issues and alternatives evaluated, and preliminary drawings and cost estimate for the selected alternatives. The conceptual design report shall describe the work to a 15% design level of detail, including a description of how this work will integrate into the overall construction program (i.e., sequencing and bid packages) and start-up/commissioning sequence. The conceptual design report should reflect the scope, schedule, budget, and site construction staging area provided by the City.

Draft conceptual design report shall be submitted at least two weeks prior to the conceptual design report Workshop. The conceptual design report Workshop shall include a pre-call to discuss the workshop agenda, a presentation of the Draft conceptual design report content, discussion of review comments, and resolution of all decisions required prior to finalizing the conceptual design report. Final conceptual design report shall incorporate review comments and decisions made at the conceptual design report Workshop; and include the Workshop minutes, PowerPoint presentation, comment log, and decision log as appendices. Each step shall be completed in accordance with the calendar included in the Project Management Plan submitted under Task A.

1. Influent and Primary Effluent Pipelines Refurbishment Plan

**Overview**

In order to maintain reliable delivery of influent flow to the WPCP, the influent sewage pipelines must be evaluated for refurbishment/replacement. Recommended modifications to pipe size and alignment must be consistent with the planned installation of the new influent junction structure to be constructed as part of Project 2.2 – Secondary Treatment and Dewatering. The primary effluent pipeline must be refurbished in order to maintain effluent from the primary sedimentation tanks to the oxidation ponds.

**Requirements**

The Consultant will develop preliminary design for rehabilitation of the PE pipeline and rehabilitation and/or replacement of the multiple primary influent sewers and manholes which convey sewage to the WPCP. This chapter will finalize the design criteria, layout, and sequencing prior to final design. The analysis will include the following items, at a minimum:

- A brief overview and description of the Consultant’s understanding of the influent sewer and PE pipelines operation and condition, based on previous condition assessment results
- Recommended changes/corrections to influent sewer pipelines

- Evaluation of alternative construction methods (i.e., point repair, lining, trenchless, open cut, pipe bursting, etc.)
- A description of the design and construction requirements, including bypass pumping, for inclusion in the bid package
- Preliminary opinion of probable construction costs (OPCCs) of various construction methods
- A ranking of construction methods in order of preference for each pipeline segment and manhole

Recommended construction method and justification for each pipeline segment, manholes and appurtenance

## 2. Pond-FGR-AFT System Refurbishment Plan (Areas 50000 and 70000)

### **Overview**

To consistently meet current and expected future discharge limits, the FGRs, AFTs, and related mechanical systems will be refurbished. The design criteria must be determined, in accordance with industry best practices and in conjunction with the plant operational plan recommended by Project 2.2 – Secondary Treatment and Dewatering.

### **Requirements**

The chapter will include the following items, at a minimum. Consultant shall verify equipment alternatives to be considered with the City, prior to submitting Draft conceptual design report.

- Process evaluation:
  - Flow balance, including evaporation, storage, and odor control to the ponds
  - Flow balance, including impact on rotating arm speed, FGR recirculation pump capacity, and AFT influent, effluent, and solids flows
  - Flows for supplemental streams (polymer, 3W, air supply, service air supply, etc.)
  - cBOD, ammonia, TKN, TN, and TSS loading, unit loading, and % removal expectations
- Assessment of pump station hydraulics, accounting for change in pipe wall thickness due to re-coating.
- Recommendations to upgrade or replace the following:
  - FGR Pumps 1-3 (including motors, drives, impellers and controls)
  - Polymer batching and feed system to the AFTs
  - Process control instrumentation

- Design criteria for replacement FGR media, and all components to be rehabilitated
- Code requirements, including seismic requirements
- Provisions to reduce/mitigate AFT settlement, if necessary
- Location of known hazardous materials located on site in vicinity of work and recommendations for handling and disposal.
- Recommended implementation plan (schedule, sequence of work) for the recommended approach(es)

3. Tertiary Filtration System Refurbishment Plan (System 80000)

**Overview**

Structural, mechanical, electrical and instrumentation upgrades are planned to the DMFs and tertiary control building. This chapter will finalize the design criteria, layout, and sequencing prior to final design.

**Requirements**

The Consultant will develop preliminary design for rehabilitation of the DMFs and tertiary control building. The analysis will include the following items, at a minimum:

- Design criteria for all components to be rehabilitated in the DMFs and tertiary control building, including:
  - Flow and mass balance
  - Component sizing (physical dimensions, hp, capacity, unit loading metrics e.g., gpd/sf)
  - Make/model of representative equipment for pumps, blowers, and major mechanical (> 10 hp) equipment
- System layout plans
- Recommendations for specific coatings, grout, and other structural repair
- Location of known hazardous materials located on site in vicinity of work and recommendations for handling and disposal.
- Capital, O&M and life cycle cost (including expected life of the repair options)

4. Disinfection Systems Refurbishment Plan (Systems 60000 and 90000)

**Overview**

Structural, mechanical, electrical and instrumentation upgrades are planned to the Chlorination Area, CCTs, and dechlorination facilities as described above. To clearly define existing structural deficiencies, the Consultant will conduct a structural analysis of CCTs (static and

dynamic). Where appropriate the detailed structural evaluation should consider the use of finite element models and/or higher level analysis approaches in order to optimize the locations where actual structural deficiencies exist.

This chapter will finalize the design criteria, layout, and sequencing prior to final design.

### **Requirements**

The Consultant will propose and conduct additional field testing of the CCTs, as necessary, in order to provide a complete preliminary design of the structural and seismic repairs. The analysis will include the following items, at a minimum:

- Structural recommendations
  - Options for concrete coating and repairs and seismic upgrades to the chlorine contact tanks, considering risk, cost-effectiveness, construction duration (and the associated outage periods), and longevity of the solution.
  - Recommendations for specific bracing locations, type
  - Recommendations for specific coatings, grout, and other structural repair
- Process evaluation:
  - Process design criteria (flow and mass balance)
  - Calculations for contact time and dose of sodium hypochlorite solution (chlorination chemical) and sodium bisulfite (dechlorination chemical) for the design flows
- Preliminary design:
  - Plan and sections (3) showing the CCTs
  - System layout plan for replacement facilities
  - Location of known hazardous materials located on site in vicinity of work and recommendations for handling and disposal.
  - Design criteria for all components to be rehabilitated
  - Sequencing criteria to be included in future Section 01014 (Construction sequencing and scheduling constraints) for this area
  - Capital, O&M and life cycle cost (including expected life of the repair options)

## 5. Power

### **Overview**

Electrical upgrades are planned to the Oxidation Ponds, Chlorination, FGR-AFT, Tertiary DMF and Chlorine Contact. This chapter will finalize the electrical design criteria, layout, and sequencing prior to final design.

### **Requirements**

This chapter shall evaluate the following items, at a minimum:

- A brief overview and description of the Consultant's understanding of the electrical systems operation and condition, based on previous condition assessment results
- Recommended modifications and replacement to electrical equipment
- Evaluation of alternative construction methods (i.e., replacement in same location or new location for construction sequencing purposes, improvements to location of equipment for code compliance such as ventilation or physical separation to comply with NFPA 820, etc.)
- Code requirements, including NFPA 820
- Preliminary opinion of probable construction costs (OPCCs) of various construction methods
- A ranking of construction methods in order of preference for each equipment location
- Recommended implementation plan (schedule, sequence of work, contract packaging) for the selected alternative

## **6. Process Control and Integration Plan**

### **Overview**

Improvements to the rehabilitated facility instrumentation and control systems shall be upgraded as described in the Facility Condition Assessment Report and shall adhere to the WPCP ACS standards. It is assumed that the facilities slated for rehabilitation in this contract may be modified in size, operation, I/O, instrumentation, network communication protocol, and/or other feature such that it may be necessary to update the systems that are controlled. This DIM will describe all changes recommended by the Consultant to the existing control systems in order to 1) optimize treatment performance for all facilities, systems, subsystems, and components included in this rehabilitation effort and 2) integrate with the WPCP ACS.

### **Requirements**

The Consultant shall provide the design criteria to expand the existing ACS to provide monitoring and control for the process upgrades included in this scope of work. Design criteria shall be consistent with the ACS implementation for Project 1.1 – Headworks and Primary Treatment



Facility design, Instrumentation and Control Design Standards and ACS Programming Standards. Prior to development of this DIM, the consultant shall facilitate an ACS Review Workshop to demonstrate their understanding of the City's ACS. The workshop shall also review Instrumentation and Control Standards and ACS programming standards and identify any variances that shall be addressed in the design criteria. Prior to the ACS review workshop, the Consultant shall review and follow the City's Instrumentation and Design Standards and compile the existing control strategies for all rehabilitated systems and subsystems (i.e., those currently in use). The ACS Review Workshop shall be attended by City and PMC.

The PMC will develop detailed flow chart style control algorithms based on the Consultant-developed control strategies and design. The control algorithms provide specific guidance to the system integrator on implementation of the Rockwell Automation PlantPAx and provide a valuable operational reference. The Consultant shall include the control algorithms as an appendix to the Contract Documents. This chapter shall address coordination requirements with the control algorithms.

The Consultant shall:

- Identify the existing control elements and their location, including all motorized valves and gates (location, size, type, and control approach)
- Make recommendations for changes if/where needed to optimize treatment performance (e.g., cBOD, TSS, TN removal), improve equipment longevity (e.g., reduce pump starts per day), improve consistency/stability of operations, improve energy efficiency, and/or reduce maintenance requirements. Work includes:
  - Preliminary (draft) process control strategies for all key process parameters, including but not limited to: flow split, recycle ratio control (FGRs), flow-to-air ratio (AFTs), air-to-solids ratio (AFTs), backwashing interval (DMFs), chlorine dosing (CCTs), dechlorination dosing (CCTs) and polymer dosing (AFTs).
- Identification of process configurations and operational modes that will be accommodated as required.
  - Examples include: normal operation, 1 unit out of service, summer vs. winter operational mode, high flow mode, flushing mode, backwashing mode, local, remote
  - Conditions when process configurations will be changed, including seasonal changes from full nitrification to partial nitrification, number of units online, etc.

- Process schematics and text description outlining changing process configurations, including gates or valves that would need to be opened or closed and units brought on/off line.
  - Functional narrative describing each control loop and recommended changes to existing control strategy, if any
- Confirm location of all probes to ensure representative and repeatable readings.
- Confirm automated sampling locations and need for changes to existing sampling measurement protocol, if any.

The design criteria, completed to a 15% conceptual design level, shall include the following items, at a minimum:

- Conceptual ACS Block Diagram
- Development and confirmation of Equipment Tagging scheme.
- Design criteria for ACS expansion for process areas in this scope of work, including interface with vendor control panels, application of field networks, location of PLC and communication cabinets, and preliminary control descriptions
- Coordination with Control Algorithms developed by PMC
- Sequencing criteria to be included in future Section 01014 (Construction sequencing and scheduling constraints) related to controls upgrades and system integration programming
- Capital Cost Estimate for all ACS-related elements serving the refurbished facilities

## 7. Sequencing, Scheduling and Site Layout

### **Overview**

The improvements included in this set of projects will impact a majority of the western portion of the WPCP site and will occur concurrently with several other construction contracts (see Project Description, Table 1). The WPCP must remain operational and fully accessible at all times during the construction period, treating wastewater in compliance with the NPDES permit and in a safe manner. Careful coordination is needed to consider access, parking, outages, City staff involvement, downtime for unit processes, by-pass pumping, and related scheduling and sequencing issues.

The general location and layout of refurbished facilities within the site is not expected to change as compared to existing. However, there is an expectation that the location of possible replacement facilities within existing buildings/rooms may be different. Consideration of contractor

staging area, site security, and access for construction equipment and personnel will be considered.

### **Requirements**

This chapter will determine sequencing and site layout, and shall address the following items, at a minimum:

- Identify major below-grade facilities impacted by the rehabilitation work (e.g., pipelines, ductbanks) and establish the physical limits of work for such utilities and yard piping
- Identify options for staff, contractor, and visitor parking during construction and evaluate the likely impacts of each option on construction cost and plant operations
- Recommend temporary relocations for temporary processes
- Confirm time duration limits on outages with Operations Staff, bypass pumping, location/manual operations (vs. Remote/Auto), traffic detours within the site, and operation of temporary facilities.
- Prepare a Maintenance of Planned Operations (MOPO) Plan to inform the contractor about operational constraints that may be encountered during construction and potential responses to these constraints.
- Sequencing criteria developed in the MOPO Plan to be included in future Section 01010 - Summary of Work (Section 2.0 - Work Sequence and Constraints) for Systems planned for refurbishment in (i.e., Systems 50000-90000 and related subsystems and plant-wide infrastructure) and the perimeter wall.
- Preliminary construction schedule (P6 or MSProject)
- Identify recommended early milestones and sequencing constraints for concurrent construction projects, and describe the impact to this set of work if each sequencing constraint is not enforced

### **Deliverables**

- WIFIA Report shall be submitted in accordance with the WIFIA application deadline
- Draft Conceptual Design Report
- Workshop to present findings to City
- Responses to City comments
- Final Conceptual Design Report incorporating City comments and addressing any questions City personnel may have.

8. DIM: Western Perimeter Wall

**Overview**

The WPCP must secure a minimum level of perimeter protection against the 100-year flood. A perimeter wall will be constructed around the eastern portion of the WPCP as part of Project 1.1 Headworks and Primary Treatment Facility.

The remaining western portion of the perimeter wall must be designed and constructed as part of the Project. This segment would be approximately 2,300 linear feet in length, located as shown in Figure 2. The top of wall elevation shall be consistent with that of the Project 1.1 – Headworks and Primary Treatment Facility design across the full length. Existing yard piping (primary effluent line and the pond effluent line) cross under/through the wall, which connects the plant to the pond system. The wall must be designed to accommodate these crossings while minimizing risk for backflow into the site from a high HGL condition in the ponds. The Valley Water West Channel flood wall may be under concurrent construction and within close proximity to the westerly portion of the WPCP perimeter wall. Consultant shall coordinate with Valley Water and PG&E and prepare modified easement documents for easements that prohibit construction within the proposed alignment of the perimeter wall.

**Requirements**

This DIM shall include the following items, at a minimum:

- Wall section alternatives and recommended design, with consideration given to wall height, existing soil properties, and United States Army Corps of Engineers (USACE) 100-year flood criteria.
- Means to address settlement potential, corrosion protection, and Building Department preferences
- Recommended construction method for accommodating large-diameter pipe penetrations without damage to the existing sewers and pipelines
- Recommended methods for relocation of utilities in Project 8.3 area and new alignment for influent sewer pipelines
- Approach to provide access for equipment likely necessary to rehabilitate the influent sewer line and primary effluent line after the wall is constructed (extent to which rehabilitation or replacement will be required is unknown at this time).
- Analysis of geotechnical and structural design criteria, under all applicable load cases, for the easterly and western portions of the wall

- Approach for addressing conflicts with Valley Water and PG&E easements
- Approach for coordination with Valley Water for potential shared wall segments and other concurrent construction (Project 2.2 and 8.3)

#### **Deliverables**

- Modified easement documents
- Draft DIM: Western Perimeter Wall
- Workshop to present findings to City
- Responses to City comments
- Final DIM: Western Perimeter Wall, incorporating all City comments

#### 9. Lab/Admin Utility Relocation

##### **Overview**

Lab / Administration Building is being designed by others and not part of this project's scope of work. However, utilities for the building are included in this design. A planning-level utility relocation study was performed in order to:

- Identify relocation challenges for utilities in Carl Road, in and around the existing Administration Building parking area, and in the future biosolids post-processing area.
- Provide an assessment of geotechnical conditions that are likely to be encountered in the study areas and provide input regarding the potential building foundation types and design criteria.

##### **Project Description**

This project is based on the utility relocation study's key findings and recommendations listed below:

- Coordinate with the City's Pacific Gas and Electric (PG&E) account representative to begin discussion regarding the costs, scheduling, and additional requirements associated with relocating the power and gas lines that conflict with the desired placement of the retaining wall and potential locations for the Administration or Lab buildings. These utilities include 12.47 kV power, 4160 V power, and a 2-NG pipeline.
- Further investigate the AT&T fiber optic lines located in the vicinity to determine the exact location of the lines and relocation

requirements, if needed. These lines were not considered for relocation.

- Utilities are planned to be relocated into Carl Road between Gates C and D. This will impact deliveries to the Sunnyvale Materials Recovery Transfer (SMaRT) Station®, located east of the water pollution control plant (WPCP). Coordinate with the SMaRT Station® prior to implementing the utility relocations to determine traffic control requirements.
- Consolidating flows into a single larger sewer from the west between Gates A and C to facilitate construction of the new buildings and perimeter retaining wall. Modeling the impacts of this change to the collection system should be performed to confirm the feasibility of these sewer relocations. Note that some of these sewers appear to be at adverse slopes near the influent of the plant based on plant survey information performed in 1990. The Primary Treatment Project performed additional supplemental survey for this area that was inconclusive for the sewers considered for consolidation.
- Examine impacts to the existing “groundwater sink” as defined in the City’s Corrective Action Plan (CAP) due to the perimeter retaining wall installation and relocation of the storm water facilities.
- Consider planning a future 66-SS to extend south from MH 17 as design of the utility relocations progresses. The 72-STD will need to be installed at an elevation that does not conflict with the future 66-SS. Additionally, evaluate the sanitary sewer relocations and consolidations to determine the most cost effective approach for consolidation and if it makes sense to design and construct a portion of the future 66-SS in conjunction with the other utility relocations.

#### **Deliverables**

- Draft DIM: Lab/Admin Utility Relocation
- Workshop to present findings to City
- Responses to City comments
- Final DIM: Lab/Admin Utility Relocation, incorporating all City comments

#### 10. Influent Pipelines Consolidation Package

##### **Overview**

As part of the Headworks and Primary Treatment Improvements project, raw sewage will be diverted into a new influent junction structure which transitions to a 66-inch pipeline which conveys the influent into the new bar screen facility. The location of the new influent junction structure was

selected due to the difficulty in finding a convenient location to intercept the various sewers which feed the WPCP. Some of these raw sewage pipelines in the immediate vicinity of the WPCP have been in service for over 40 years and their condition is unknown. There is a risk that one or more of these sewers could fail, which would result in raw sewage not being conveyed to the new preliminary treatment facilities.

### **Project Description**

This project would initially involve a condition assessment of the raw sewage pipelines which feed the WPCP. Following this assessment, an evaluation would be made as to how this influent system of pipelines could be consolidated through a program of rehabilitation and/or replacement. Major elements of this project would be defined as part of the detailed evaluation but could include pipeline/manhole rehabilitation (i.e., sliplining) and replacement of pipelines/manholes along with the construction of a diversion structure.

Design considerations will include the following:

- The collection system hydraulics to remove potential bottlenecks based on the anticipated future flow.
- Coordination of traffic control plans for the work.

### **Deliverables**

- Draft DIM: Influent Pipelines Consolidation Package
- Workshop to present findings to City
- Responses to City comments
- Final DIM: Influent Pipelines Consolidation Package, incorporating all City comments

#### **11. SRF Assistance – Project Technical Report and Environmental Package (Optional, not included)**

*The Clean Water State Revolving Fund (SRF) provides low interest loans and grant funds to address high-priority water quality needs, including development of publicly-owned treatment plants and improvements or upgrades to utilities. The scope of the projects in this contract matches the eligibility criteria for the SRF program.*

*The PMC is responsible for applying for and obtaining SRF financing. The application consists of general, technical, environmental, and financial security packages. A Project Report is one of the required attachments to the technical package. Consultant shall prepare Draft and Final Project Report:*

- *Project area*
  - *Vicinity and service area map*
  - *Current land use and land use trends*
  - *Current system users and any new users*

- *Current population and population trends*
- *Wastewater characteristics, existing facilities, and current water quality*
  - *Description of existing facilities*
  - *Description of all entities responsible or contributing to the existing facilities*
  - *Sources of wastewater to the facility*
  - *Sources of industrial or other problem constituents and current control measures*
  - *Information about any discharge violations*
  - *Wastewater influent characteristics and variations*
  - *Wastewater effluent characteristics and variations*
  - *Past efforts to address the problem through operational improvements*
  - *Current asset, operation, and maintenance management systems*
  - *An evaluation of excessive infiltration/inflow to the system*
- *Treatment objectives for discharge or reuse*
  - *Reason for the project and its objectives/expected benefits*
  - *Performance characteristics required for efficient treatment*
  - *Health-related water characteristics required for discharge, operational, and on-site requirements*
  - *Wastewater discharge or reuse requirements and anticipated changes in requirements*
  - *Relevant operation and on-site requirements*
  - *Projected future flow rates or other changes to the influent wastewater characteristics*
  - *Additional facilities or actions needed to comply with waste discharge requirements*
- *Project Alternatives Analysis*
  - *Planning and design parameters and assumptions*
  - *Detailed alternatives analysis*
- *Selected project*
  - *A detailed description of the recommended project alternative and basis for selection*
  - *Design criteria and useful life of the project*
  - *Life-cycle cost estimate based on time of construction*



- *Detailed schedule*
- *Permits required for project implementation*
- *Description of any key issues to be resolved*
- *Consultant shall be responsible for preparation and compilation of the entire SRF Environmental Package, including all requested information included in the Environmental Package application form and necessary attachments. The Environmental Package application form can be found on the State Water Resources Control Board (SWRCB) website:*

*([https://www.waterboards.ca.gov/water\\_issues/programs/grants\\_loans/srf/srf\\_for\\_ms.shtml](https://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/srf_for_ms.shtml)) .*

*Consultant shall submit draft and final Environmental Package submittals to the City/PMC. The City/PMC shall be responsible for submittal of the Environmental Package to the SWRCB.*

*The SRF application process involves multiple rounds of review and comment by the SWRCB. The PMC is responsible for managing this process and providing responses in a timely manner. Consultant shall support the PMC by providing supplemental environmental and technical information related to the content of the Environmental Package, Project Report and other aspects of the design, as requested by SWRCB.*

#### ***Deliverables***

- 1. Draft Project Report*
- 2. Response-to-comment table for Draft Project Report*
- 3. Final Project Report*
- 4. Draft Environmental Package (form and necessary attachments)*
- 5. Response-to-comment table for Draft Environmental Package*
- 6. Final Environmental Package (form and necessary attachments)*
- 7. Responses to ad hoc technical questions from SWRCB*

## **II. Detailed Design**

### ***E. Project Management***

The Consultant will continue the project management responsibilities as described in the preliminary design phase.

Design Consultant shall be responsible for the following items:

1. Meeting Management
2. Project Schedules
3. Quality Assurance/Quality Control
4. Document Management
5. Pay Applications

## 6. DIR Requirements

### **Deliverables**

- Biweekly progress meetings, agenda, minutes
- Monthly invoices and progress report
- Weekly certified payroll submitted to e-CPR and LCPTTracker

## *F. Design Development*

### **Overview**

Consultant shall perform all work including but not limited to: Civil Engineering, Environmental Engineering, Electrical Engineering, Mechanical Engineering, Structural Engineering, Land Surveying, Geotechnical, and related work necessary to prepare sets of plans and specifications suitable for Public Works bidding, and compliant with all applicable requirements. The Consultant shall also coordinate plans with the City's other consultants for compatibility and synergy. Plans and technical specifications must be stamped and signed by the California-licensed Engineer-of-Record. The plans and specifications shall be coordinated with the City's bid documents, standard provisions, and special provisions. All submittals shall be in both digital and hard copy format.

Plans and specifications shall not have any statements obligating the City to do anything other than what is stated in the City's standard construction contract. The plans and specifications shall provide sufficient detail to result in a high quality product while allowing competitive pricing where possible and appropriate. The bid documents shall also provide options to the contractor where appropriate to obtain the same high level of quality for the best bid price. Plans and specifications must be readily biddable and objective, avoiding use of subjective terms, such as, performing work to the satisfaction of the designer or the City. Proprietary products or services shall be avoided unless the Consultant has demonstrated there is no viable alternative.

Plans and details shall generally be to scale unless not-to-scale drawings provide better information. Match lines shall be provided as necessary. All plan sheets shall be organized and coordinated for clarity during construction. The horizontal and vertical control established in the Master Plan shall be used. Other components of the design include but are not necessarily limited to: Coordinate all relevant CEQA mitigation measures into the design, plans, and specifications.

In terms of sustainable design, the overall design shall consider minimizing energy consumption, water consumption, and scarce non-renewable resources. The capital cost shall be balanced with the future maintenance and operating costs with a bias toward reducing ongoing operation and maintenance costs. Consultant shall weigh both the fiscal and environmental costs of ongoing operation and maintenance in considering the best options. Consultant shall consider site constraints during all efforts of design.

Consultant shall comply with all applicable laws, regulations, and best practices. The design provided shall be robust, with enough redundancy to maintain reliable

and effective process treatment while using passive control systems when able if active control systems fail. The entire project shall address comprehensive subsystems that provide: reliability and flexibility of operation; energy efficiency and green-house gas reduction; compliance with all relevant laws, rules, regulations, ordinances, codes, permits, and foreseeable future revisions to these conditions, including: safety, hazardous materials, air quality, and water quality.

All changes to access, if any, shall be designed to meet the latest Americans with Disabilities Act (ADA) and accessibility requirements, and City standard details. Designs shall meet regulatory compliance including local, Federal, and State.

Instrumentation and control design including symbols and abbreviations, P&IDs, wiring and loop drawings, control strategy narratives, fiber patching diagrams, network and communication diagrams, and control panel drawings shall follow the City's Instrumentation and Design Standards.

### **Coordination with Control Algorithm Development**

The PMC will develop detailed flow chart style control algorithms based on the Consultant-developed control strategies and design. The control algorithms provide specific guidance to the system integrator on implementation of the Rockwell Automation PlantPax and provides a valuable operational reference. The Consultant will include the control algorithms as an appendix to the Contract Documents. The PMC will provide interim submittals of the Control Algorithms to the Consultant for review. Consultant shall review Control Algorithms and attend up to five review workshops to provide feedback and input on the design intent.

### **Design Steps**

Design Development shall include the following steps:

- 30% Design
- 60% Design
- 90% Design
- 100% Design

Bid documents will be produced under Task G, Bid Package.

Each design package shall be submitted in accordance with the calendar included in the Project Management Plan delivered under Task A. Four weeks are allotted for review of each design. PMC will return comments in a compiled log, and Consultant shall schedule a design review workshop to resolve comments and decisions. Following design review workshops, Consultant shall return comment log with responses reflecting discussion at the workshop. Consultant shall also submit updated decision log. Follow-up conference calls may be scheduled for comments that remain unresolved.

**Note that the continual operation of the WPCP, permit compliance, and site safety are of greatest importance. Any work done on site, including all**

**planning and design must be done in a manner to not disrupt the operation of the WPCP or jeopardize safety of on-site personnel.**

#### **Format**

The City's standard plan format shall be used (24" X 36" nominal). The specifications shall be in CSI standard format (8-1/2" X 11" nominal) bound. Plans shall be organized in logical layers, including but not necessarily limited to: existing underground, surface and overhead conditions; proposed underground by utility, proposed surfacing, proposed pavement markings, proposed overhead, etc

All submittals shall be provided both digitally and in hard copy. Hard copy submittals shall consist of 2 sets of full sized plans, 12 sets of half sized plans, and 14 copies for reports, specifications and other material. An additional 2 sets of full sized plans and specifications shall be provided at the 90% and 100% design stages for Building Department review. Digital Submittals shall be submitted via Unifier in: AutoCAD and Adobe pdf for plans; MS Word and Adobe pdf for specifications or reports; MS Excel and Adobe pdf for Cost Estimates or spread-sheets, and MS Project and Adobe pdf for time schedules. Files over 100 MB shall be broken up into smaller files. Adobe pdf files shall include bookmarks to all section and subsection headers.

Construction schedules shall be developed in P6 software or MSProject and submitted along with the 30%, 60%, and 90% design submittals.

Opinions of probable construction cost (OPCCs) shall be developed and submitted along with the conceptual (10-15%), 30%, 60%, and 90% design submittals. OPCCs shall be prepared using a "bottom up" approach divided by System Area, with all mark-ups added after development of the construction cost. OPPC format shall follow the same format shown in the Project 2.1 Facility Condition Assessment Report. A "Basis of Estimate" technical memorandum shall be submitted with the OPCCs explaining the cost estimate methodology and key assumptions.

#### **1. 30% Design**

Given the critical nature of these facilities for compliance operations as well as the mechanical/control components involved with the project, the City will be requiring significant details development as part of the 30% design. The Consultant shall provide comprehensive P&IDs, completed to a 90% level, and a thorough review of the control strategies and operations implications through facilitation of a reliability, operability, and process hazard analysis of the facilities being implemented and their integration with existing infrastructure and controls. Deliverables for this phase shall include but are not limited to:

- Preliminary plans and profiles, including cover sheet, and plan sheets with base mapping and all existing utilities
  - Plan cover sheet template to be provided by City

- Contractor mobilization area(s) and construction traffic routing
- Preliminary details
- General process schematics
- Draft Section 01010 including a detailed description of special construction requirements and constraints required to minimize the impacts of construction on continuous and safe operation of existing facilities
- Draft Sections 01354 describing supplemental conditions related to handling of hazardous materials in the vicinity of the work and/or to be handled, removed, and disposed of during the construction phase.
- Survey control plan with vertical and horizontal controls description, monuments, and benchmarks.
- Sizing and number of facility improvement components including piping, mechanical, electrical, instrumentation and support equipment.
- Cut sheets, model numbers and curves for equipment/appurtenances
- Preliminary construction schedule divided by System Area and including no less than 200 activities
- 30% capital cost estimates
- Provide a list of any facilities belonging to PG&E, AT&T, Comcast Cable, and others. Identify utility facilities that will need to be adjusted and/or relocated as a result of the proposed construction, if any.
- Provide a list of utilities that will require relocation as part of the perimeter wall construction.
- Determine if the project construction activities are covered under the NPDES Construction General Permit (CGP) and the Municipal Regional Permit (MRP) C.6 construction provisions. If covered under the NPDES Construction General Permit, determine the project type and risk level. Prepare a brief memo that summarizes the project classification.
- Determine if the project is subject to the MRP C.3 New Development and Redevelopment provisions. Prepare a brief memo that summarizes the applicability of low impact development stormwater treatment system or green infrastructure (GI) opportunity requirements and include the general layout of the treatment systems or GI features on the plans.

The plans shall clearly show the entire site, relevant surrounding areas, and the following at a minimum:

- Underground utilities:
  - Sanitary lines, (laterals as necessary), manholes, or cleanouts
  - Storm drainage lines (laterals as necessary), manholes, catch basins, or inlets
  - Water lines, laterals, valve boxes, hydrants, relief valves, irrigation lines, heads, valves, wiring, other components
  - Electrical, communications, gas and other power lines, other underground, utilities lines, boxes, vaults
- Surface features:
  - Existing structures
  - Concrete pavement, driveways, and emergency access routes
  - Survey monuments and boxes, benchmarks
  - Buildings, appurtenances, utility poles, other features
  - Trees, shrubs, and other surface features
- Overhead features in affected area:
  - Signage, benches, amenities
  - Tree canopies, vegetation
  - Overhead wires or obstructions
  - Other overhead features or obstructions
- Contaminants either in/on existing buildings, improvements, pavement markings, or underground
- Site access for construction
- Process/Mechanical
  - Standard mechanical details
  - 90% complete P&IDs
  - Preliminary equipment list
  - General equipment arrangement plans and major sections
  - Major facility dimensions
  - Preliminary drafts of major specifications
  - Preliminary process control narratives
  - NFPA 820 Guidelines review for project specifics
- Structural

- Standard structural details
- Structural foundation plans and sections
- Final structural design criteria
- Structural general notes and standard details
- Specification index and boilerplate specification section drafts
- Electric power
  - Review of site power system and City Standards for electric power systems
  - Preliminary site power plans
  - Preliminary facility single line power diagrams
- Instrumentation and Controls
  - Control system architecture and integration with existing system
  - All instruments on 90% complete P&IDs
  - Preliminary process control narratives

## 2. 60% Design

Consultant shall develop the approved 30% design submittals into 60% design plans, specifications, and cost estimates. Design development shall include incorporation of power systems elements, ACS elements that coordinate future anticipated improvements. Development of the design shall also include consideration of sustainability and the following:

- Coordinate all conceptual and preliminary design ideas and features into the constraints of the site and opportunities of the site
- Consider public safety, and provide good access and visibility for easy patrol and observation, both day and night
- Develop good foundations, and infrastructure to support reasonable maintenance and operation of all features.
- Provide consideration of sufficient storage and access for equipment, and supplies to support operations and maintenance
- Provide safety equipment in appropriate locations
- Incorporate any mitigation measures for compliance with CEQA or other legitimate concerns raised at public meetings

The Consultant shall develop detailed performance metrics and testing protocols in the specifications for each major system, subsystem, or major equipment component rehabilitated, replaced, or otherwise modified under this contract in the 60% submittal. This information shall

identify the industry standard tests (e.g., Standard Methods), field stress testing, sampling and laboratory analysis, and other performance field measurements and test forms required to be included in the construction contractor's test plan submittal.

If it was determined that the CGP is applicable, Consultant shall prepare a draft preliminary Stormwater Pollution Prevention Plan (SWPPP) consistent with the CGP and the CASQA SWPPP template. The SWPPP shall be prepared by a Qualified SWPPP Developer.

If it was determined that the CGP is not applicable, Consultant shall prepare a draft preliminary Erosion and Sediment Control Plan (ESCP) consistent with the Sunnyvale Municipal Code Section 12.60 Stormwater Management and guidance issued by the City (<https://sunnyvale.ca.gov/civicax/filebank/blobdload.aspx?BlobID=22907>).

All plan sheets shall be started and included as part of the submittal for this phase. Deliverables for this phase shall include but are not limited to the following:

#### Plans

- Cover Sheet – title, sheet index, vicinity map, location maps, notes, brief description of contractor's scope of work, horizontal and vertical control, graphical scale, other information as necessary
- Layout of new facilities (perimeter wall)
- Details and sections
- Yard piping and duct bank plans and profiles
- Paving & grading
- Process / Mechanical
  - Complete Piping and Instrumentation Diagrams
  - Equipment arrangement plans, sections and details
  - Specifications for vendor review
  - Final process control narratives
- Structural
  - Structural plans, sections and details
  - Preliminary rebar detailing
  - Specifications
- Electric Power
  - WPCP power single line drawings
  - Process area single line drawings



- Electrical room plans and equipment sections.
- Schematic site power plans
- Specifications
- Instrumentation and Controls
  - ACS system architecture and integration with existing system
  - ACS I/O on P&IDs
  - Control schematics
  - I/O and instrument index
  - Final process control narratives
  - Specifications

#### Specifications

- Technical specifications
- Description of each item on bid schedule with requirements
- Recommended revisions to Special Provisions
- Bid schedule
- Engineer's construction cost estimate
- Construction schedule

#### Other

- Responses to City's review comments, along with return of mark-ups

### 3. 90% Design

Consultant shall develop the approved 60% design submittal into 90% design plans, specifications, and cost estimates. All comments from the previous submittal shall be resolved and incorporated. In addition to previous reviews, this submittal will be reviewed by the Building Department. Deliverables shall include but are not limited to:

#### Plans

- Cover Sheet – title, sheet index, vicinity map, location maps, notes, brief description of contractor's scope of work, horizontal and vertical control, graphical scale, other information
- Layout of new facilities
- Details and sections
- Yard piping and duct bank plans and profiles

- Paving & grading
- Process / Mechanical
  - Piping and Instrumentation Diagrams
  - Demolition drawings
  - Equipment and piping plans, sections and details
  - Specifications
  - Final process control narratives
- Structural
  - Structural plans, sections, and details
  - Specifications
- Electric Power
  - WPCP power single lines
  - Process area single lines
  - Site power and lighting plans
  - Process area power, communication, and lighting plans
  - Electrical, building, and equipment elevations
  - Specifications
- Instrumentation and Controls
  - ACS architecture
  - Comprehensive P&IDs
  - Control and fiber diagrams
  - Control single line diagrams
  - Final process control narratives
  - Control panel details
  - Instrumentation installation details
  - Specifications (including control algorithms appendix developed by the PMC)

#### Specifications

- Technical Specifications
- Description of each item on bid schedule with requirements
- Recommended revisions to Special Provisions
- Bid schedule

- Engineer's construction cost estimate
- Construction schedule
- Preliminary SWPPP or ESCP
- Draft C.3 Checklist

#### Other

- Responses to City's review comments, along with return of mark-ups

#### 4. 100% Design

Consultant shall develop the approved 90% Design Development submittal into 100% design plans, specifications, and cost estimates. All comments from the previous submittal shall be resolved and incorporated. The Consultant shall design and prepare complete plans, technical specifications, cost estimates, and revisions to the City's special provisions, for the project. The 100% plans shall be suitable to submit for Building Department review in hard copy format, and to prepare draft Building Permits, ready for the winning bidder. Include all necessary attachments and schedules in hard copy, including but not necessarily limited to: structural calculations, energy efficiency worksheets, and related work.

Design new facilities and processes for meeting the goals of each phase of the project, including power distribution, piping and other ancillary facilities as appropriate based upon geotechnical reports, design reports, testing and field review. Coordinate all applicable City standards into plans and specifications.

Clearly provide all details necessary for contractor to construct the project. Review, evaluate, revise plans and specifications and provide responses to City's review comments. Verify that the design is in compliance with all applicable laws, regulations, City Standards, CEQA, and other applicable requirements. Recommend any other items of work necessary to provide good value to the City to complete the project. Deliverables shall include:

#### Plans

- Cover Sheet – title, sheet index, vicinity map, location maps, notes, brief description of contractor's scope of work, horizontal and vertical control, graphical scale, other information
- Civil Plans –utilities plans & profiles, lighting, equipment and convenience power, pavement, walks, stairs, rails, details
- Coordinate power, ACS and irrigation plans and details
- Other specialties

#### Specifications

- Technical Specifications (including Control Algorithms appendix developed by the PMC), description of each item on bid schedule with requirements for payment (e.g. complete, in place, and suitable for its intended use.)
- Complete revised Special Provisions and reviewed Supplemental General Provisions, and bid instructions
- Recommended revisions to special specifications
- Bid schedule
- Engineer's construction cost estimate in the form of the Bid Schedule, (along with supporting documents not part of the Bid Package)
- Final list of submittals
- List of information available to bidders with disclaimer
- Revised project cost estimate
- Revised project time schedule
- Final Preliminary ESCP
- Final C.3 Checklist

#### Other

- Responses to City's review comments, along with return of mark-ups
- Based on City comments from the 90% design review, input received during any public meeting as interpreted by the City, and the Consultant's design judgment and peer review, Consultant shall prepare the 100% plans for submittal to the City.
- A peer review by another licensed professional in the consultant's firm other than the designer of record is required for overall constructability, coordination, and reasonable reduction in errors and omissions is to be accomplished as part of the 100% submittal.
- Hard copies of signed and sealed, by discipline, plans and specifications.
- In review with City, revise plans and specifications based upon Peer Review. The professional shall sign, date and seal the following 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 Assistant Director of Public Works/City Engineer statement on the plans shall be on the title sheet of the project plans:

*“The City of Sunnyvale hereby accepts these plans for construction, as being in general compliance with plans preparation requirements of this agency. Responsibility for the completeness and accuracy of the plans and related designs resides with the Engineer and Engineering Firm of Record.”*

5. Second Bid Package Design Development

Consultant shall prepare separate design deliverables to include, but are not limited to, 30%, 60%, 90%, and 100% plans, specifications, construction schedules and cost estimates for the perimeter wall construction contract.

Plans, specifications, construction cost estimates and schedule for the second bid package shall be incorporated into the deliverables submitted under Tasks F1, F2, F3, and F4 of the Base Scope. All deliverables required for this Task are listed in the respective Base Scope Tasks of this scope of work.

The price for this Task F5 shall represent the cost to include design of the second bid package to be broken out to include the following deliverables:

a. 30% Design

All deliverables required for this Task are listed in the Base Scope 30% Design Task, Task F1 of this scope of work.

b. 60% Design

All deliverables required for this Task are listed in the Base Scope 60% Design Task, Task F2 of this scope of work.

c. 90% Design

All deliverables required for this Task are listed in the Base Scope 90% Design Task, Task F3 of this scope of work.

d. 100% Design

All deliverables required for this Task are listed in the Base Scope 100% Design Task, Task F4 of this scope of work.

G. *Bid Package*

Consultant shall develop the approved 100% Design submittal into bid package plans, specifications, and cost estimates. All comments from the previous submittal shall be resolved and incorporated. Task G includes Base Scope bid package services and bid package services for the Perimeter Wall. Base Scope

bid package services are described in Task G1, while the perimeter wall bid package services are described in Task G2.

*1. Base Scope Bid Package Plans, Specifications, and Cost Estimates*

Hard copy submittals shall consist of 2 sets of full sized plans, and 2 copies for reports, specifications and other material. Deliverables shall include but are not limited to:

- Complete revised Special Conditions and reviewed Standard Conditions, and bid instructions
  - Final Bid Schedule and/or schedule of values
  - Tabulation of quantities of all work
  - Final engineer's construction cost estimate in the form of the Bid Schedule (along with supporting documents not part of the Bid Package)
  - Final list of submittals, including identification of items governed by American Iron and Steel requirements
  - Recommendation for allowed construction time period
  - Final list of information available to bidders with disclaimer
- Coordinate plans and technical specifications with the City's (front end) bid instructions, standard provisions, and revised special provisions ready for Public Works bidding
- Complete sets of plans, stamped, and signed on each sheet by the Engineer of Record
- Complete Technical Specifications stamped and signed on the table-of-contents sheet by the Engineer of Record. If there is more than one Engineer of Record, stamp and sign the table of contents sheet for only that/those section(s) that applies to each engineering discipline
  - The headers and footers of the Technical Specifications shall be formatted per the example provided by Public Works and include the Invitation for Bids number provided by Purchasing. The final version of the Technical Specifications shall be submitted as a PDF.
- Reviewed City's Standard Construction Contract with completion of blanks that are determined by the work (time of construction)
- Certification of Peer Review signed that the entire Bid Package was reviewed and is recommended for Public Works bidding (Not incorporated with Bid Package)
- Digital copy of all work products and supporting work

- Structural calculations, energy efficiency worksheets, and related work

## 2. *Second Bid Package - Perimeter Wall*

Final plans, specifications, construction cost estimate, and schedule for the perimeter wall shall be incorporated into the deliverables submitted under Task G1 of the Base Scope. The price for this Task G2 shall represent the additional cost associated with design of the perimeter wall as a separate bid package.

## H. *Bidding Services*

Consultant shall provide bidding services for all aspects of this project. Task H includes Base Scope bidding services and optional bidding services. Base Scope bidding services are described in Task H1 of this scope of work, while perimeter wall bidding services are described in Task H2.

### 1. Base Scope Bidding Services

#### **Overview**

Respond to all Requests for Information in a timely manner, attend pre-bid meeting(s), and prepare addenda as necessary and provide information to Purchasing to inform plan-holders of significant responses to Requests for Information. All communications shall be directed through the City (Purchasing Officer).

Conformed Documents will be prepared by the Consultant, incorporating all addenda to the bid documents. Contractor must sign off on Conformed Documents as part of the Conformed Document process. City will provide reproduction services.

#### **Submittals**

- Prompt response to all Requests for Information
- Minutes of pre-bid meeting
- Addenda as necessary
- Conformed documents (specifications and drawings) in PDF and Native Format

### 2. Perimeter Wall Bidding Services

Responses to all Requests for Information, minutes for pre-bid meeting(s), necessary addenda, and conformed documents for the perimeter wall shall be incorporated into the deliverables submitted under Task H1 of the Base Scope. The price for this Task H2 shall represent the cost to respond to bidder's RFIs related to the perimeter wall.

## III. **Engineering Services During Construction**

### I. *Project Management*

The Consultant will continue the project management responsibilities as described in the preliminary design phase.

Design Consultant shall be responsible for the following items:

1. Meeting Management
2. Project Schedules
3. Quality Assurance/Quality Control
4. Document Management
5. Pay Applications
6. DIR Requirements

**Deliverables**

- Biweekly progress meetings, agenda, minutes
- Monthly invoices and progress report
- Weekly certified payroll submitted to e-CPR and LCPTTracker

*J. Construction Support Services*

Consultant shall provide construction support services for all aspects of this project.

1. Base Scope Construction Support Services

**Overview**

The Construction Management Consultant (CMC) in conjunction with the City's Public Works staff will have primary responsibility for construction management and inspection. The Consultant's point of contact shall be the CMC, not the contractor. The Consultant shall provide the following services at a minimum:

- Respond to Requests for Information (RFIs), clarifying the plans and specifications where appropriate, or providing revisions or additional detail where necessary
- Review and respond to **all** submittals
- Attend pre-construction meeting, and periodic construction meetings and field inspection for final completion as determined by the City. All other required on-site meetings shall be considered necessary and based on the competency and adequacy of the contract documents and therefore the responsibility of the consultant
- Prepare As-Built Drawings based upon red-lines provided by contractor
- Review proposed substitutions for conformance to drawings and technical specifications, if any
- Review and make recommendations on proposed changes to the contract (Request for Quotation/Contract Change Order)



- Provide coordination and oversight related to equipment testing, integration, commissioning and startup (all documentation of these events shall be submitted to the City by the Consultant)
- Participate in testing, commissioning, integration and documentation process
- Participate in the final inspection and development of the punch lists
- Participate in “Lessons Learned” meetings
- Include allowance for construction phase redesign due to unknowns found during construction

Operation and Maintenance Manual updates shall be included in Task L.

### **Submittals**

- Prompt responses to all requests for information (RFIs)
- Prompt responses to all submittals
- As-Built Drawings submitted as AutoCAD and PDF files

#### 2. Second Bid Package - Perimeter Wall Construction Support Services

At the request of the City, the Consultant shall provide construction support services for the perimeter wall. All activities and submittals are described in the Base Scope Construction Support Services Task, Task J1 of this scope of work. The price for this Task J2 shall represent the additional cost for construction support services associated with the perimeter wall bid as a separate package.

### **K. *Commissioning Support Services***

Leading up to and during commissioning, the contractor will be responsible for preparing and executing training and testing plans and schedules; and equipment, system, and facility start-up plans in accordance with the specifications. The Consultant will be responsible for observing and documenting the completion of the majority of these activities, with some training and test witnessing performed by the PMC. The Consultant’s role is to review and accept submittals and tasks performed by the contractor. Commissioning support services are described in Task K1, K2, K3 and K4.

#### 1. Planning Phase

Consultant shall review, critique, and accept owner training plans, manufacturers’ certificate of installation and functionality compliance, and test water management plan for clean water facility testing.

### **Deliverables**

- Review comments on all planning/commissioning-phase submittals

2. Commissioning Phase

Consultant shall witness factory testing for instrumentation and major mechanical and electrical equipment. Consultant shall witness and accept all installation and functional testing, including instrument field calibration.

**Deliverables**

- Letter report summarizing findings from each testing witnessed
- Onsite support during the entire clean water testing period and report

3. Process Start-Up Phase

Prior to start-up, Consultant shall review, critique, and accept commissioning documentation and data and process start-up plans. Consultant shall participate in building, HVAC functionality checks; and final HVAC testing, adjusting, and balancing. Consultant shall review start-up decision criteria and make a go/no-go recommendation to the City.

Consultant shall observe facility-wide process start-up activities and verify satisfactory completion of all contractor tasks. During process operational period, Consultant shall coordinate, observe, and accept operational testing activities and perform water quality testing. Consultant shall review, critique, and accept final testing reports and water quality testing documentation. Subsequent to the process operational period, Consultant shall observe and accept instrumentation and control performance testing and fine tuning.

**Deliverables**

- Review comments on all process start-up phase submittals
- Written go/no-go recommendation
- Letter report summarizing observations and certifying completion of each test
- Water quality sampling and analysis plan
- Water quality sampling and analysis results

4. Second Bid Package - Perimeter Wall Commissioning Support Services

Consultant shall provide commissioning support services for the perimeter wall. The price for this Task K4 shall represent the cost to review and accept submittals and tasks performed by the contractor for the commissioning effort.

a. Perimeter Wall Planning Phase

Consultant shall conduct all activities and provide all deliverables required for the perimeter wall in the Base Scope Planning Phase Task, Task K1 of this scope of work.

b. Perimeter Wall Commissioning Phase

Consultant shall conduct all activities and provide all deliverables required for the perimeter wall in the Base Scope Commissioning Phase Task, Task K2 of this scope of work.

c. Perimeter Wall Process Start-Up Phase

Consultant shall conduct all activities and provide all deliverables required for the perimeter wall in the Base Scope Process Start-Up Phase Task, Task K3 of this scope of work.

L. *Operation and Maintenance Manual Updates*

The WPCP has an existing electronic Operation and Maintenance Manual (O&M Manual), prepared and updated by others. Consultant shall prepare Area Procedure and Expectations (APE) documents for refurbished and replaced unit processes and equipment, to supplement the existing O&M Manual and furnish information for staff to understand, operate, and optimize new unit processes in a format that can be used to train future workers. The City will be responsible for updates to the CMMS/INFOR EAM database. Four APEs are expected:

1. Secondary liquid stream treatment unit processes including the ponds, FGRs, AFTs and sampling.
2. Tertiary liquid stream filtration through the DMF System, disinfection, dechlorination, reuse system, and final effluent sampling.
3. Solids handling processes, including the AFT thickening equipment, top and bottom sludge pumping (from the AFTs), sampling, and odor control scrubber and fans.
4. Building HVAC systems

APE sections shall include:

- Process overview and objectives
- Design criteria
- Process parameters and performance goals
- Key performance indicators
- Process control variables and parameters
- Process control decisions
- Process control response
- Process control observations
- Sampling and data recording
- Situational response (links to Standard Operating Procedures by others)
- Duties and/or expectations of the O&M staff working within each area

## **Deliverables**

- O&M Manuals, including any spreadsheets to assist with operation and control
- Draft APEs for each operational area
- 4 Workshops to review and confirm expectations of the O&M staff working within each operational area
- Final APEs
- 1 presentation to staff on APE information updates prior to implementation

## **IV. Available Documents**

These documents can be found on the project website:

<http://www.sunnyvalecleanwater.com/project-2-1-existing-plant-rehabilitation>

1. City standard specifications and details are available on the City's website:  
<http://sunnyvale.ca.gov/Departments/PublicWorks/CityStandardDetailsandSpecifications.aspx>
2. Program design standards and master planning documents are available on the Program website: <http://www.sunnyvalecleanwater.com/WPCP-master-plan>
  - A. Basis of Design Report:  
[http://www.sunnyvalecleanwater.com/documents/master-plan/Basis-of-Design-Report\\_Final-for-City-Web\(Rev1\).pdf](http://www.sunnyvalecleanwater.com/documents/master-plan/Basis-of-Design-Report_Final-for-City-Web(Rev1).pdf)
  - B. Strategic Infrastructure Plan:  
[http://www.sunnyvalecleanwater.com/documents/master-plan/SIP-Validation-TM\\_Final-for-City-Web.pdf](http://www.sunnyvalecleanwater.com/documents/master-plan/SIP-Validation-TM_Final-for-City-Web.pdf)
  - C. ACS Plan TM: [http://www.sunnyvalecleanwater.com/documents/master-plan/ACS-Plan-TM\\_Final-for-City-Web.pdf](http://www.sunnyvalecleanwater.com/documents/master-plan/ACS-Plan-TM_Final-for-City-Web.pdf)
  - D. Geotechnical Study for the Master Plan:  
[http://www.sunnyvalecleanwater.com/documents/master-plan/Geotechnical-Study\\_Final-for-City-Web.pdf](http://www.sunnyvalecleanwater.com/documents/master-plan/Geotechnical-Study_Final-for-City-Web.pdf)
  - E. Existing Utilities TM:  
[http://www.sunnyvalecleanwater.com/documents/master-plan/Existing-Utilities-Plan-TM\\_Final-for-City-Web.pdf](http://www.sunnyvalecleanwater.com/documents/master-plan/Existing-Utilities-Plan-TM_Final-for-City-Web.pdf)
  - F. Land Survey and Monumentation Documents:  
[http://www.sunnyvalecleanwater.com/documents/master-plan/Record-of-Survey\\_Final-for-City-Web.pdf](http://www.sunnyvalecleanwater.com/documents/master-plan/Record-of-Survey_Final-for-City-Web.pdf)
  - G. Flows and Loads TM:  
[http://www.sunnyvalecleanwater.com/documents/master-plan/Flow-and-Loads-Evaluation-TM\\_Final-for-City-Web.pdf](http://www.sunnyvalecleanwater.com/documents/master-plan/Flow-and-Loads-Evaluation-TM_Final-for-City-Web.pdf)

- H. Civil Design Standards:  
[http://www.sunnyvalecleanwater.com/documents/master-plan/Civil-Design-Standards\\_Final-for-City-Web.pdf](http://www.sunnyvalecleanwater.com/documents/master-plan/Civil-Design-Standards_Final-for-City-Web.pdf)
  - I. Corrosion Design Standards:  
[http://www.sunnyvalecleanwater.com/documents/master-plan/Corrosion-Design-Standards\\_Final-for-City-Web.pdf](http://www.sunnyvalecleanwater.com/documents/master-plan/Corrosion-Design-Standards_Final-for-City-Web.pdf)
  - J. Electrical Design Standards:  
[http://www.sunnyvalecleanwater.com/documents/master-plan/Electrical-Design-Standards\\_Final-for-City-Web.pdf](http://www.sunnyvalecleanwater.com/documents/master-plan/Electrical-Design-Standards_Final-for-City-Web.pdf)
  - K. Instrumentation and Control Design Standards:  
[http://www.sunnyvalecleanwater.com/documents/master-plan/Instrumentation-and-Control-Design-Standards\\_Final-for-City-Web.pdf](http://www.sunnyvalecleanwater.com/documents/master-plan/Instrumentation-and-Control-Design-Standards_Final-for-City-Web.pdf)
  - L. Mechanical Design Standards:  
[http://www.sunnyvalecleanwater.com/documents/master-plan/Mechanical-Design-Standards\\_Final-for-City-Web.pdf](http://www.sunnyvalecleanwater.com/documents/master-plan/Mechanical-Design-Standards_Final-for-City-Web.pdf)
  - M. Structural and Seismic Design Standards:  
[http://www.sunnyvalecleanwater.com/documents/master-plan/Structural-and-Seismic-Design-Standards\\_Final-for-City-Web.pdf](http://www.sunnyvalecleanwater.com/documents/master-plan/Structural-and-Seismic-Design-Standards_Final-for-City-Web.pdf)
  - N. Primary Treatment Design – Design Information Memorandum No. 14 – Basis of Design – Flood/Retaining Wall and Flood Gate
- 3. The PEIR is available on the Program website:  
<http://www.sunnyvalecleanwater.com/program-environmental-impact-report>
  - 4. Plant schematics
    - A. Electrical schematic
    - B. General process schematic
    - C. WPCP Facilities Basemap
  - 5. Plans, specifications, and reports for current construction projects
    - A. Headworks and Primary Treatment Design Information Memoranda
    - B. Headworks and Primary Treatment Package 2 plans and specifications
    - C. City of Sunnyvale Secondary Treatment and Dewatering Technical Memorandum D1, Carollo/Jacobs, Draft January 2018
    - D. City of Sunnyvale Secondary Treatment and Dewatering: Appendix to Technical Memorandum D1 - PMC Recommendations Regarding Rehabilitation of Pond System Treatment Components

6. Record drawings. The City does not guarantee the accuracy or completeness of record drawings. Consultant shall verify all information to their professional satisfaction.
- A. PR-62-14: Sludge Circulating Piping Changes, October 1962.
  - B. PR-65-1: Sewage Treatment Works Oxidation Pond, August 1965.
  - C. PR-66-5: 1967 STP Modifications, February 1967.
  - D. PR-69-5: Sewage Treatment Works 1969 Enlargements and Modifications, June 1969.
  - E. PR-73-2: Water Pollution Control Plant Drawings for Tertiary Facilities, July 1975.
  - F. PR-79-3: Primary Effluent Pipeline, June 1979.
  - G. PR-80-16: Addition of Dual Media Filter No. 4, December 1980.
  - H. PR-82-4: Tertiary Facilities, April 1982.
  - I. PR-82-6: Primary Facilities, June 1982.
  - J. PR-89-10: Lab/Tertiary Control Building Modifications and Administration Building Expansion, Phase 1, Locker Room Addition, April 1989.
  - K. PR-90-9: Barscreen Replacement Project, August 1990.
  - L. PR-93-10: Sludge Dewatering Improvements, July 1993.
  - M. PR-93-11: Surface Aerator Installation, September 1993.
  - N. PR-98/10-99: Upgrade of Electrical System, May 1999.
  - O. STP-1955: City of Sunnyvale Sewage Treatment Works, March 1953.
  - P. STP-1961: City of Sunnyvale Sewage Treatment Plant Enlargement, July 1961.
  - Q. PR-65: Oxidation Pond Additions, August 1965.
  - R. UW-95-02: Polymer Feed System Improvements, June 1996.
  - S. UW-96-01: Tertiary Plant Improvements, July 1997.
  - T. UW-98-02: Recycled Water Pump Station Capacity Expansion, March 2000.
  - U. UY-96-01: Oxidation Pond Levee Improvements, September 1996.
  - V. UY-00-06-01: Air Flotation Tank Gate Actuators, October 2002.
  - W. UY-00-02-01 and UY-02-02-03: Chemical System Improvements, April 2004.
  - X. UY-02-07-03: Oxidation Pond Levee Improvements Phase 4, April 2006.
  - Y. UY-04-01-05: Laboratory Building, August 2005.

- Z. UY-05-04-06: Tertiary Plant Tank Drainage System Modifications, April 2010.
  - AA. UY-08-02-09: Air Flotation Tank Improvements, November 2010.
  - BB. UY-09/01-10: Sodium Bisulfite System, November 2009.
  - CC. UY-11-03-11: DSMBI – Sunnyvale, June 2011.
  - DD. Primary Control Building Remodeling, February 1993.
  - EE. UY—11/01-12: Rehabilitation of Anaerobic Digesters No. 1 and No. 2 and Improvements to No. 3, June 2013.
  - FF. UY-08/01-09: Rehabilitation of WPCP Digester No.4, March 2009.
  - GG. UY-14/01-15: Emergency Flow Management Improvements, March 2015.
  - HH. UY-15/01-19: Primary Treatment Facility Package 1 – Site Preparation, June 2016.
  - II. UY-12/09-15: Hypochlorite Conversion and Continuous Recycled Water Production Facilities, February 2015.
- 7. WPCP manuals and data
    - A. Sunnyvale WPCP O&M Manual
    - B. Influent hourly flow data
    - C. Process Control Reports
  - 8. Other plans, studies, and reports
    - A. Asset Condition Assessment, 2006
    - B. Strategic Infrastructure Plan and Peer Review
    - C. Collection System Master Plan
    - D. City of Sunnyvale Primary Effluent Pipeline Evaluation, 2014
    - E. Sunnyvale Cleanwater Program Facility Condition Assessment Report, 2018
    - F. Dual Media Filter Basins 1 and 2 Condition Assessment, 2016
  - 9. Permits
    - A. NPDES
    - B. Title V
    - C. Fire Prevention and Environmental Programs Consolidated Permit

The following information will be provided to the Consultant during design:

- 1. Master Planning documents:
  - A. Site Security TM
  - B. Detailed cost estimates
- 2. Environmental Services Department standards

- A. Equipment numbering policy
  - B. Process piping and equipment paint colors policy
  - C. Shutdown request forms
- 3. Easement documents
- 4. Engineering data and analyses
  - A. Standby power analysis
  - B. Plant loads analysis

### **Glossary of Abbreviations**

ACS	Automated Control System
ADA	Americans with Disabilities Act
AFT	air flotation tank
AOI	add-on instructions
APE	Area Procedure and Expectations
ATC	Authority to Construct
BAAQMD	Bay Area Air Quality Management District
BCDC	Bay Conservation and Development Commission
CAS	conventional activated sludge
CBOD	chemical biological oxygen demand
CEQA	California Environmental Quality Act
CGP	Construction General Permit
CMC	construction management consultant
CSI	Construction Specifications Institute
DIM	design information memorandum
EIR	environmental impact report
ESCP	Erosion and Sediment Control Plan
FGR	fixed growth reactor
GI	Green Infrastructure
HVAC	heating, ventilation, and air conditioning
I&C	Instrumentation and Control
I/O	input/output
kV	kilovolts



kVA	kilovolt amps
LID	Low Impact Development
MB	megabytes
MCC	motor control center
MGD	million gallons per day
MRP	Municipal Regional Permit
MS	Microsoft
NFPA	National Fire Protection Agency
NPDES	National Pollutant Discharge Elimination System
NTP	notice to proceed
O&M	operations and maintenance
PDF	portable document format
PE	primary effluent
PEIR	Program Environmental Impact Report
PLC	programmable logic controller
PMC	program management consultant
Program	Sunnyvale Clean Water Program
PG&E	Pacific Gas and Electric Co.
P&IDs	Piping and Instrumentation Diagrams
QSD	Qualified SWPPP Developer
RFI	Request for Information
RWQCB	Regional Water Quality Control Board
SCADA	supervisory control and data acquisition
SCVWD	Santa Clara Valley Water District
SCWP	Sunnyvale Clean Water Program
SF Bay	San Francisco Bay Region
SIP	Strategic Infrastructure Plan
SMaRT	Sunnyvale Materials Recovery and Transfer
SRF	Clean Water State Revolving Fund
SRT	solids retention time
SWPPP	Stormwater Pollution Prevention Plan

SWRCB	State Water Resources Control Board
TM	technical memorandum
TSS	total suspended solids
USACE	United States Army Corps of Engineers
V	volts
WPCP	City of Sunnyvale Water Pollution Control Plant

**Exhibit A-1**  
**Project Schedule**

Tasks		Labor																Subconsultants												ODCs	Total
Task #	Task Description	PIC	Project Manager	Project Engineer	Liquids Lead	Utilities	Quality Management	Permitting/ CEQA	Modeling	Lead Professional	Assistant Professional	Construction Professional	Senior CAD Tech	CAD Tech	Doc Processing	Total Hours	Total Labor Costs	Key Partner	Permitting and CEQA	Geotech	Technical Advisor	Survey	Laser Scan	Haz Waste	Condition Assessment	Condition Assessment	Cost Estimating	Other Direct Costs	Total Fee		
		Jim Hagstrom	Sanjay Reddy	Becky Gherini	Alan Straub	Ryan Hook	Steve Swanbeck	Becky Gherini	Anne Conklin	Various	Various	John Newbrough	Various	Various	Various			Brown and Caldwell	ESA	Fugro	David Jenkins	Towill	Vara3D	Al Clancy	V&A	JDH	Ewing Construction				
		\$320	\$310	\$215	\$295	\$215	\$295	\$215	\$240	\$254	\$208	\$240	\$200	\$155	\$135			Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee			Fee/Hr or LS	
I	Preliminary Design Services	64	268	250	84	200	151	24	0	301	364	0	148	412	172	2,438	\$ 543,641	\$ 273,720	\$ 43,800	\$ 25,000	\$ 10,500	\$ 70,000	\$ 30,000	\$ 5,000	\$ 5,000	\$ 10,000	\$ 10,000	\$ 14,770	\$ 1,041,431		
A	Project Management	8	70	48	10	0	18	0	0	0	60	0	0	0	62	276	\$ 63,690	\$34,553	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,100	\$104,343		
A.1.	Project Management Plan		24												8	32	\$ 8,520	\$10,456									\$500	\$19,476			
A.2	Meeting Management	4	28	20	10											62	\$ 17,210	\$5,836									\$2,800	\$25,846			
A.3	Project Schedules		2	4							60					66	\$ 13,960	\$2,350									\$2,800	\$19,110			
A.4	Quality Assurance/Quality Control	4	12				18									34	\$ 10,310	\$7,212										\$17,522			
A.5	Document Management		4	8											14	26	\$ 4,850	\$2,851										\$7,701			
A.6	Pay Applications			12											30	42	\$ 6,630	\$5,848										\$12,478			
A.7	DIR Requirements			4											10	14	\$ 2,210	\$0										\$2,210			
B	Permitting - CEQA	0	4	0	0	0	0	24	0	0	0	0	0	0	0	28	\$ 6,400	\$5,988	\$43,800	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$56,188		
B.1	CEQA		2					12								14	\$ 3,200	\$2,994	\$23,900									\$30,094			
B.2	Preparation of BCDC Permit Amendment		2					12								14	\$ 3,200	\$2,994	\$19,900									\$26,094			
C	Documentation of Existing Conditions	0	0	80	0	0	0	0	0	0	0	0	0	24	0	104	\$20,920	\$36,056	\$0	\$25,000	\$0	\$70,000	\$30,000	\$5,000	\$0	\$0	\$0	\$750	\$187,726		
C.1	Supplemental Topographic and Planimetric Survey	-	-	20	-		-	-						12	-	32	\$6,160	\$1,116				\$35,000	\$30,000	\$5,000			\$250	\$77,526			
C.2	Supplemental Subsurface Utility Mapping	-	-	40	-		-	-						12	-	52	\$10,460	\$2,137				\$35,000					\$250	\$47,847			
C.3	Supplemental Geotechnical Investigation and AFT Settlement Analysis	-	-	20	-		-	-							-	20	\$4,300	\$32,802		\$25,000							\$250	\$62,352			
D	Conceptual Design Report	56	194	122	74	200	133	0	0	301	304	0	148	388	110	2030	\$452,631	\$197,123	\$0	\$0	\$10,500	\$0	\$0	\$0	\$5,000	\$10,000	\$10,000	\$7,920	\$693,174		
D.1	Influent and Primary Effluent Pipelines Refurbishment Plan	4	20	50	0	0	16	0	0	50	40	0	24	45	8	257	\$56,825	\$500							\$5,000	\$10,000		\$900	\$73,225		
D.2	Pond-FGR-AFT System Refurbishment Plan	4	20	0	50	0	16	0	0	50	40	0	24	45	8	257	\$60,825	\$6,960			\$8,000						\$2,000	\$900	\$78,685		
D.3	Tertiary Filtration System Refurbishment Plan	4	10	0	0	0	16	0	0	0	0	0	0	16	8	54	\$12,660	\$43,983			\$2,500						\$3,000		\$62,143		
D.4	Disinfection Systems Refurbishment Plan	4	10	0	0	0	16	0	0	0	0	0	0	16	8	54	\$12,660	\$55,692											\$68,352		
D.5	Power	4	12	0	0	0	13	0	0	13	0	0	0	0	8	50	\$13,217	\$46,867											\$60,084		
D.6	Process Control and Integration Plan	4	8	12	12	0	8	0	0	64	40	0	40	40	8	236	\$52,096	\$7,101									\$900	\$60,097			
D.7	Sequencing, Scheduling and Site Layout	4	24	40	12	0	12	0	0	0	0	0	0	40	8	140	\$31,680	\$6,197									\$5,000	\$900	\$43,777		
D.8	DIM: Western Perimeter Wall	4	10	20	0	0	0	0	0	0	0	0	0	20	16	70	\$13,940	\$29,822											\$43,762		
D.9	Lab/Admin Utility Relocation	12	40	0	0	100	18	0	0	62	92	0	30	83	19	456	\$99,364	\$0									\$2,160	\$101,524			
D.10	Influent Pipelines Consolidation Package	12	40	0	0	100	18	0	0	62	92	0	30	83	19	456	\$99,364	\$0									\$2,160	\$101,524			
II	Detailed Design	203	1,003	1,175	634	724	549	0	99	1,050	1,890	0	428	1,800	661	10,216	\$ 2,270,575	\$ 1,426,105	\$ -	\$ 71,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,000	\$ 27,820	\$ 3,821,500		
E	Project Management	50	225	215	50	0	90	0	0	0	100	0	0	0	135	865	\$ 212,300	\$84,951	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,000	\$303,251		
E.1	Meeting Management	30	150	125	50											355	\$ 97,725	\$25,983									\$3,000	\$126,708			
E.2	Project Schedules		2	6							100					108	\$ 22,710	\$10,279									\$3,000	\$35,989			
E.3	Quality Assurance/Quality Control	20	55				90									165	\$ 50,000	\$19,965											\$69,965		
E.4	Document Management		18	30												50	98	\$ 18,780	\$9,698										\$28,478		
E.5	Pay Applications			50												75	125	\$ 20,875	\$19,025										\$39,900		
E.6	DIR Requirements			4												10	14	\$ 2,210	\$0										\$2,210		
F	Design Development	145	734	855	545	724	444	0	99	970	1728	0	408	1725	473	8850	\$1,947,574	\$1,237,846	\$0	\$71,000	\$0	\$0	\$0	\$0	\$0	\$0	\$26,000	\$21,320	\$3,303,740		
F.1	Base Scope 30% Design	40	180	200	100	200	44		30	260	450		125	480	120	2229	\$479,520	\$264,026		\$71,000							\$4,000	\$8,320	\$826,866		
F.2	Base Scope 60% Design	40	180	200	180	200	100		30	260	450		125	480	120	2365	\$519,640	\$275,216									\$4,000	\$4,000	\$802,856		
F.3	Base Scope 90% Design	40	180	200	200	200	100		30	260	450		125	480	120	2385	\$525,540	\$271,777									\$4,000	\$4,000	\$805,317		
F.4	Base Scope 100% Design	25	84	55	65	124	200		9	190	378		33	105	58	1326	\$310,449	\$144,250									\$2,000	\$4,000	\$460,699		
F.5	Second Bid Package Design Development	0	110	200	0	0	0	0	0	0	0	0	0	180	55	545	\$112,425	\$282,575	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,000	\$1,000	\$408,000		
F.5.a	30% Design	-	20	40	-		-	-						50	15	125	\$24,575	\$137,880									\$2,000	\$250	\$164,705		
F.5.b	60% Design	-	35	60	-		-	-						50	15	160	\$33,525	\$61,983									\$2,000	\$250	\$97,758		
F.5.c	90% Design	-	35	60	-		-	-						50	15	160	\$33,525	\$53,793									\$4,000	\$250	\$91,568		
F.5.d	100% Design	-	20	40	-		-	-						30	10	100	\$20,800	\$28,920									\$4,000	\$250	\$53,970		
G	Bid Package	8	24	65	15	0	15	0	0	40	40	0	20																		

Tasks		Labor																Subconsultants											ODCs	Total
Task #	Task Description	PIC	Project Manager	Project Engineer	Liquids Lead	Utilities	Quality Management	Permitting/ CEQA	Modeling	Lead Professional	Assistant Professional	Construction Professional	Senior CAD Tech	CAD Tech	Doc Processing	Total Hours	Total Labor Costs	Key Partner	Permitting and CEQA	Geotech	Technical Advisor	Survey	Laser Scan	Haz Waste	Condition Assessment	Condition Assessment	Cost Estimating	Other Direct Costs	Total Fee	
		Jim Hagstrom	Sanjay Reddy	Becky Gherini	Alan Straub	Ryan Hook	Steve Swanbeck	Becky Gherini	Anne Conklin	Various	Various	John Newbrough	Various	Various	Various			Brown and Caldwell	ESA	Fugro	David Jenkins	Towill	Vara3D	Al Clancy	V&A	JDH	Ewing Construction			
		\$320	\$310	\$215	\$295	\$215	\$295	\$215	\$240	\$254	\$208	\$240	\$200	\$155	\$135			Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee			Fee
III	ESDC	111	602	210	397	420	253	0	0	784	1745	710	264	710	545	6751	\$ 1,518,261	\$ 719,485	\$ -	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 67,942	\$ 2,315,688	
I	Project Management	23	178	210	32	0	49	0	0	0	80	0	0	0	138	710	\$ 166,855	\$85,128	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$17,360	\$269,343	
I.1	Meeting Management	13	130	140	32											315	\$ 84,000	\$28,165									\$13,360	\$125,525		
I.2	Project Schedules		2	6							80					88	\$ 18,550	\$14,248									\$4,000	\$36,798		
I.3	Quality Assurance/Quality Control	10	36				49									95	\$ 28,815	\$15,236										\$44,051		
I.4	Document Management		10	20											48	78	\$ 13,880	\$11,462										\$25,342		
I.5	Pay Applications			40											80	120	\$ 19,400	\$16,016										\$35,416		
I.6	DIR Requirements			4											10	14	\$ 2,210	\$0										\$2,210		
J	Construction Support Services	72	348	0	175	420	180	0	0	530	1315	530	224	640	257	4691	\$1,039,980	\$418,803	\$0	\$10,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$27,582	\$1,496,365	
J.1	Base Scope Construction Support Services	72	340		175	420	180			530	1315	520	224	600	245	4621	\$1,027,280	\$407,228		\$10,000								\$18,962	\$1,463,470	
J.2	Second Bid Package Perimeter Wall Construction Support Services		8									10		40	12	70	\$12,700	\$11,575										\$8,620	\$32,895	
K	Commissioning Support Services	12	54	0	150	0	0	0	0	222	290	90	0	0	70	888	\$212,588	\$144,340	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$21,500	\$378,428	
K.1	Planning Phase	4	14		50		-	-		50	95	20			22	255	\$60,600	\$53,588										\$1,000	\$115,188	
K.2	Commissioning Phase	4	14		50		-	-		50	95	20			24	257	\$60,870	\$41,652										\$5,000	\$107,522	
K.3	Process Start-Up Phase	4	14		50		-	-	-	50	100	20			24	262	\$61,910	\$26,472										\$15,000	\$103,382	
K.4	Second Bid Package - Perimeter Wall Commissioning Support Services	0	12		0	0	0	0	0	72	0	30	0	0	0	114	\$29,208	\$22,628	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500	\$52,336	
K.4.a	Perimeter Wall Planning Phase	-	4		-		-	-		24		10			-	38	\$9,736	\$9,137										\$150	\$19,023	
K.4.b	Perimeter Wall Commissioning Phase	-	4		-		-	-		24		10			-	38	\$9,736	\$8,202										\$150	\$18,088	
K.4.c	Perimeter Wall Proces Start-up Phase	-	4		-		-	-		24		10			-	38	\$9,736	\$5,289										\$200	\$15,225	
L	Operation and Maintenance Manual Updates	4	22	0	40		24			32	60	90	40	70	80	462	\$98,838	\$71,215	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500	\$171,553	
	Rehab Project Total	378	1873	1635	1115	1344	953	24	99	2135	3999	710	840	2922	1378	19405	\$4,332,477	\$2,419,311	\$43,800	\$106,000	\$10,500	\$70,000	\$30,000	\$5,000	\$5,000	\$10,000	\$36,000	\$110,532	\$7,178,620	
	Optional Services Listed Above Subtotal																													
A.2	Support for Council Study Sessions (Optional)	8	20	8												36	\$ 10,480	\$0											\$10,480	
B.3	Preparation of Tiered Negative Declaration (Optional)	-	8		-			20							-	28	\$ 6,780	\$7,612	\$52,000										\$66,392	
B.4	Bay Area Air Quality Management District (BAAQMD) Permitting (Optional)	-	4		-			20							-	24	\$ 5,540	\$2,994	\$26,500										\$35,034	
D.11	SRF Assistance - Project Technical Report and Environmental Package (Optional)		4					24		22	22				10	82	\$ 17,914	\$1,675	\$5,000									\$500	\$25,089	
	Total Including Optional Services	8	36	8	0	0	0	64	0	22	22	0	0	0	10	170	\$ 40,714	\$ 12,281	\$ 83,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500	\$ 7,315,615
	Notes:																													
1	No mark up on Brown and Caldwell costs																													
2	All other subconsultants marked up 5%																													
3	Carollo rates include 2% cost of living adjustment for 2020																													
4	Fee based on \$53M capital improvements which include Existing Plant Rehabilitation projects, perimeter wall construction, lab/admin utility relocation, and influent pipelines consolidation package.																													

## Exhibit C

### 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 / Errors and Omissions Liability 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

19-0275

Agenda Date: 7/30/2019

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### REPORT TO COUNCIL

#### **SUBJECT**

Consider Amending (1) the Salary Schedule of the City's Salary Resolution to Increase the Control Point for the City Attorney Classification by Six Percent and (2) the Employment Agreement between the City of Sunnyvale and City Attorney John A. Nagel to Increase the Salary by a Corresponding Amount

#### **BACKGROUND**

The City Council met in closed session on June 25, 2019 to discuss and provide direction regarding the City Attorney's Employment Agreement. Section 5 of the City Attorney's Employment Agreement provides for annual evaluation of his compensation, which includes consideration of merit based and "across the board" compensation increases provided to department directors and non-represented management employees and consideration of a competitive market compensation for City Attorney. Section 8 of the City Attorney's Employment Agreement provides for a formal review and evaluation of the City Attorney's performance by December 31st of each year. The City may choose to adjust the compensation to provide a reasonable and market-competitive compensation. The last annual increase of the City Attorney was July 15, 2018. This report presents the opportunity for the City Council to facilitate a public discussion.

#### **EXISTING POLICY**

Council Policy 7.3.1 Legislative Management - Goals and Policies, Goal 7.3D: Maintain a quality work force, consistent with state and federal laws, City Charter, and adopted policies in order to assure that City services are provided in an effective, efficient, and high quality manner.

#### **ENVIRONMENTAL REVIEW**

The action being considered does not constitute a "project" with the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

#### **DISCUSSION**

The City Attorney's Employment Agreement provides for increases in the annual salary by written agreement of the parties or by inclusion of the agreed salary amount in any duly adopted ordinance or resolution of the City setting the City Attorney's salary or employee salaries generally.

The current control point and salary for the City Attorney is \$249,708 per year effective July 15, 2018. As the salary schedule is approved by the City Council, there is an opportunity for the City Council to adjust the control point for the City Attorney and to determine the salary placement. If the Council desires to increase the City Attorney's compensation beyond the existing control point, the salary schedule must be amended to reflect any change in the control point for the City Attorney position



because CalPERS requirements provide that employee compensation must be consistent with rates in a published salary schedule.

The City Council Compensation Sub-Committee is recommending to modify the salary control point and provide a salary increase of 6% as presented in Attachment 2, effective July 28, 2019.

### **FISCAL IMPACT**

The Fiscal Year (FY) 2019/20 Recommended Budget has budgeted an increase for the City Attorney Classification, but not the full 6%. The net impact of the full cost of a 6% increase is approximately \$8,062 and can be absorbed in the City Attorney's operating budget for FY 2019/20. The twenty-year impact is approximately \$225,134 and will be incorporated into the FY 2020/21 Recommended Budget.

### **PUBLIC CONTACT**

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

### **ALTERNATIVES**

1. Adopt a resolution amending the City's Salary Schedule to increase the control point for the City Attorney classification by six percent, effective July 28, 2019, and authorize the Mayor to approve an amendment to the City Attorney's Employment Agreement to increase the annual salary by a corresponding amount.
2. Do not adopt a resolution amending the City's Salary Schedule for the City Attorney classification or authorize a corresponding amendment to the City Attorney's Employment Agreement.
3. Provide other direction to staff in the compensation for the City Attorney.

### **STAFF RECOMMENDATION**

Staff makes no recommendation. This report is developed to facilitate conversation for the public hearing and action by the City Council.

Prepared by: Vienne Choi, Principal Human Resources Analyst

Reviewed by: Tina Murphy, Director, Human Resources

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

### **ATTACHMENTS**

1. Compensation Survey
2. Amendment to Salary Resolution to Increase the Control Point for the City Attorney Position
3. Fourth Amendment to Agreement for Services between the City of Sunnyvale and John A. Nagel, City Attorney for the City of Sunnyvale

## Compensation Survey - City Attorney

2019

## California Large to Mid-Size Cities

Information as of May 2019, unless otherwise indicated in the notes section

Updated 6/24/19

All Annual - Based on Current Incumbents																
Agency	Population (1)	Salary Effective	Salary	Car Allowance	Other Cash Allowance	Total \$ : Salary & Cash	City Paid Deferred Compensation	Total \$ : Deferred Compensation	CalPERS Formula	Employee Paid PERS (include paying for City)	Total \$ : Employee Paid PERS	Max City Paid Medical	One-Time Pay	TOTAL COMPENSATION	Pension at Retirement - % of Final Comp (2)	Pension at Retirement - Estimated Amt (2, 3)
Carlsbad	115,241	1/22/2017	\$288,002	\$4,200	\$0	\$292,202	IRS max \$25,000	\$25,000	2% @ 60	7.0%	(\$20,160)	\$18,336	\$0	\$315,378	60.0%	\$172,801
Fremont	232,532	6/25/2017	\$291,031	\$0	\$0	\$291,031	401(a): 3.4% + 457: IRS max \$25,000	\$34,895	2.5% @ 55	8.0%	(\$23,283)	\$25,562	\$0	\$328,206	75.0%	\$218,274
Hayward (4)	159,433	7/1/2017	\$224,578	\$0	\$5,400	\$229,978	None	\$0	2.5% @ 55	13.0%	(\$29,195)	\$27,734	\$11,229	\$239,745	75.0%	\$93,135
Mountain View (5)	81,992	7/1/2018	\$275,028	\$0	\$600	\$275,628	None	\$0	2.7% @ 55	11.5%	(\$31,628)	\$37,409	\$0	\$281,409	81.0%	\$222,772
Palo Alto	69,397	6/23/2018	\$298,480	\$3,900	\$0	\$302,380	\$1,250/mo.	\$15,000	2% @ 60	8.0%	(\$23,878)	\$26,064	\$0	\$319,566	60.0%	\$179,088
Redwood City (6)	85,319	9/3/2018	\$251,604	\$3,600	\$3,300	\$258,504	2%	\$5,032	2.7% @ 55	15.0%	(\$37,741)	\$21,736	\$0	\$247,531	81.0%	\$203,799
San Mateo (7)	104,570	1/27/2019	\$234,645	\$4,500	\$0	\$239,145	0.5%	\$1,173	2% @ 55	7.500%	(\$17,598)	\$21,572	\$0	\$244,292	67.9%	\$159,230
Torrance	148,054	11/7/2017	\$224,916	\$5,352	\$0	\$230,268	0.5% matching	\$1,125	2% @ 55	0.0%	\$0	\$17,652	\$0	\$249,044	67.9%	\$163,312
Average			\$261,035	\$2,694	\$1,163	\$264,892		\$10,278		8.8%	(\$22,935)	\$24,508		\$278,146	71.0%	\$176,551
Sunnyvale	155,567	7/15/2018	\$249,708	\$0	\$0	\$249,708	401(a): 2% + 457: IRS max \$25,000	\$29,994	2% @ 60	3.0%	(\$7,491.24)	\$34,667	\$0	\$306,878	60.0%	\$155,818
Sunnyvale above/(below) average - in \$:			(\$11,327)	(\$2,694)	(\$1,163)	(\$15,184)		\$19,716		-5.8%	\$15,444	\$10,159		\$28,732	-11.0%	(\$20,734)
Sunnyvale above/(below) average - in %:			-4.3%			-5.7%		191.8%			-67.3%	41.5%		10.3%		-11.7%
Reference:																
Santa Clara (8)	128,717	Dec 2018	\$332,796	\$3,840	\$960	\$337,596	None	\$0	2% @ 62 (PEPRA)	5.75%	(\$19,136)	\$11,640	\$0	\$330,100	54.0%	\$67,057

## Notes:

(1) Population: California Department of Finance, Demographic Research Unit, January 2019 City Population, released on 5/1/2019

(2) Pension at retirement estimation is based on retiring at age 60 with 30 years of service, and including EPMC as compensation.

(3) EPMC is included as compensation in the pension at retirement estimation.

(4) Hayward: Other Cash Allowance - Personal equipment, e.g. cell phone, iPad, alptop, printers, etc.

One-Time Payment - 5% in lieu of salary adjustment in July 2018

(5) Mountain View: Other Cash Allowance - Cell phone

(6) Redwood City: Other Cash Allowance - Cell phone \$75/month, professional development allowance \$2,400/year

(7) San Mateo: Employee Paid PERS - 50% of the normal cost

(8) Santa Clara: Other Cash Allowance - Cell phone

Pension at Retirement - PERSable compensation cap at \$124,180 for Social Security participants in 2019.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF SUNNYVALE AMENDING RESOLUTION NO. 190-05,  
THE CITY'S SALARY RESOLUTION, BY MODIFYING  
THE SALARY SCHEDULE TO INCREASE THE SALARY  
CONTROL POINT FOR THE CITY ATTORNEY  
POSITION**

WHEREAS, the control point for the City Attorney position is currently \$249,708 per year; and

WHEREAS, the Council desires to increase the City Attorney's compensation beyond the existing control point and the salary schedule must be amended to reflect any change in the control point for the City Attorney position because CalPERS requirements provide that employee compensation must be consistent with rates in a published salary schedule.

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

1. Resolution No. 190-05 is hereby amended by modifying the salary schedule to read as attached in Exhibit A.
2. All other provisions of Resolution No. 190-05 shall remain in full force and effect.
3. The Salary Resolution amendments noted above shall be effective the pay period including July 28, 2019.

Adopted by the City Council of the City of Sunnyvale at a regular meeting held on \_\_\_\_\_, 2019, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

RECUSAL:

ATTEST:

APPROVED:

\_\_\_\_\_  
City Clerk  
(SEAL)

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

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

**EXHIBIT A**

City of Sunnyvale

**Draft Salary Table - City Attorney**

					Annual Range		Effective Date
Job Code	Job Title	Unit	Pay Cat.	Range / Scale	Minimum	Maximum	
0011	City Attorney	n/a	n/a	301	264,690	264,690	7/28/2019

**FOURTH AMENDMENT TO AGREEMENT FOR SERVICES  
BETWEEN THE CITY OF SUNNYVALE AND  
JOHN A. NAGEL**

**THIS FOURTH AMENDMENT TO THE AGREEMENT FOR SERVICES** is entered into this \_\_\_\_ day of July 2019, by THE CITY COUNCIL OF THE CITY OF SUNNYVALE (“City Council”) and JOHN A. NAGEL (“Employee”).

**WHEREAS**, on December 15, 2015, the City Council and Employee entered into an Agreement for Services (the “Agreement”); and

**WHEREAS**, on August 9, 2016, at its regular meeting, the City Council approved an increase to the Employee’s salary, consistent with section 7.130 of the salary resolution, by five percent (5%) of the salary control point, to 97.06% of the salary control point; and

**WHEREAS**, on July 25, 2017, and July 17, 2018, at its regular meetings, the City Council approved increases to the Employee’s salary; and

**WHEREAS**, on July 30, 2019, at its regular meeting, the City Council approved a six percent (6%) increase to the City Attorney salary control point and a corresponding increase to Employee’s salary.

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

1. Section 5, Subsection “A” is hereby amended to read as follows:

**Section 5.     Salary**

- A. The Employee’s starting salary was set at two hundred five thousand dollars (\$205,000) per annum. Effective the pay period including July 17, 2016, the Employee’s salary was increased to two hundred sixteen thousand one hundred twenty-two dollars (\$216,122) per annum. Effective the pay period beginning July 16, 2017, the Employee’s salary was increased to two hundred twenty-two thousand six hundred sixty-nine dollars (\$235,573) per annum. Effective the pay period including July 17, 2018, the Employee’s salary shall be increased to two hundred forty-nine thousand seven hundred and eight dollars (\$249,708) per annum. Effective the pay period including July 28, 2019, the Employee’s salary shall be increased to two hundred sixty-four thousand six hundred ninety dollars (\$264,690) per annum.
2. All of the terms and conditions of the Agreement not specifically modified by this First Amendment remain in full force and effect.

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

**CITY OF SUNNYVALE**

**EMPLOYEE**

By \_\_\_\_\_  
LARRY KLEIN  
Mayor

\_\_\_\_\_  
JOHN A. NAGEL

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

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

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
ASSISTANT CITY ATTORNEY



# City of Sunnyvale

## Agenda Item

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19-0750

Agenda Date: 7/30/2019

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### REPORT TO COUNCIL

#### SUBJECT

**Proposed Project:** To consider a Public Engagement Plan that allows for a preparation of a Village Center Precise Plan for four properties totaling 7.81 acres.

**Location:** Street 102-166 E. Fremont Ave. (APNs: 309-01-002, 006, and 009) and 1300 Sunnyvale Saratoga Rd (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 CEQA Guidelines Section 15262 (feasibility and planning studies) and Section 15061(b)(3) (common sense exemption).

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

#### SUMMARY OF COMMISSION ACTION

The Planning Commission considered this item on July 8, 2019.

The Planning Commission voted 6-0 (with Commissioner Howe recusing) to recommend to Council the Public Engagement Program (PEP) with modifications as follows:

- Public outreach to include the northeast corner of the Fremont Corners Village Center boundary to help streamline outreach efforts.
- Conduct one public outreach meeting with the Planning Commission.

The Planning Commission recommendation to include the northeast corner in the outreach was intended to reduce "outreach fatigue" for interested community members. Staff is recommending that property owners and residents within 1,000 feet of that corner be included in the outreach efforts, however, as there is no applicant for the northern site, it could be premature to capture thoughts on development criteria for a village center at that location. If an application is received for the northern site while the southern site is being planned, staff recommends that the north site applicant coordinate outreach efforts with the southern site applicants, and where appropriate consolidate engagement efforts for the two sites; this coordination should be reflected in the north site PEP. The PEP (Attachment 7) has been revised to add a note to the map on page 5 reflecting the additional community members to be included.

Staff concurs that an outreach meeting with the Planning Commission is a valuable addition to the PEP and has amended the PEP (see page 7 of PEP, Attachment 7) include this addition.

Minutes are included in Attachment 8. The Commission also provided specific feedback on tree shading and ideas to make the village as pedestrian friendly as possible to be included in policies



and/or design guidelines of the Village Center Precise Plan.

Several members of the public spoke in support of the PEP and some requested consideration of an increased density. Several comments included an interest in an expedited process. Similar comments were provided in letters submitted to staff, which are included in Attachment 9.

### **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. Approve the Public Engagement Program (Attachment 7 to the report) and find that this action is exempt from CEQA pursuant to CEQA Guidelines Section 15262 (feasibility and planning studies) and Section 15061(b)(3) (common sense exemption).
2. Approve Public Engagement Program with modifications and find that this action is exempt from CEQA pursuant to CEQA Guidelines Section 15262 (feasibility and planning studies) and Section 15061(b)(3) (common sense exemption).
3. Continue the item and provide direction on desired revisions.
4. Do not approve the Public Engagement Program and provide direction on how to address items that are missing or incomplete.

### **STAFF RECOMMENDATION**

Alternative 1: Approve Public Engagement Program (Attachment 7 to the report) and find that this action is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15262 (feasibility and planning studies) and Section 15061(b)(3) (common sense exemption).

Staff finds the proposed PEP consistent with the Community Engagement and General Plan goals and policies and with the objectives laid out in the brochure prepared by Community Development. This is the first Public Engagement Plan prepared in the City, and it appears to be a thorough and complete document. Lessons will be learned throughout the engagement process that may result in adjustments to the PEP to be most effective. Staff will continue to monitor the effectiveness of the PEP throughout the process and will ensure it meets the City goals of providing extensive outreach to and engagement with the community.

Success of the PEP will be evidenced by the quality of participation as the Fremont Corners Village Center Precise Plan moves forward - not necessarily by unanimous agreement of the final product. The City Council, with a recommendation by the Planning Commission, will be the final authority on the Village Center Precise Plan, considering the input from all parties.

Prepared by: Cindy Hom, Associate Planner

Reviewed by: Noren Caliva-Lepe, Principal Planner

Reviewed by: Andrew Miner, Assistant Community Development Director

Reviewed by: Trudi Ryan, Community Development Director

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

**ATTACHMENTS**

1. Report to Planning Commission 19-0509, July 8, 2019 (without attachments)
2. Map of Village Centers in Land Use and Transportation Element
3. Key General Plan Goals and Policies
4. Council Policy 7.2.1 Community Engagement
5. Map of Subject Village Center
6. Public Engagement Program brochure
7. Public Engagement Program (amended for City Council)

**Additional Attachments for Report to Council**

8. Excerpt of Draft Minutes of the Planning Commission Meeting of July 8, 2019
9. Public Comment Letters



### Agenda Item

19-0509

Agenda Date: 7/8/2019

## REPORT TO PLANNING COMMISSION

### SUBJECT

**Proposed Project:** To consider a Public Engagement Plan that allows for a preparation of a Village Center Precise Plan for four properties totaling 7.81 acres.

**Location:** Street 102-166 E. Fremont Ave. (APNs: 309-01-002, 006, and 009) and 1300 Sunnyvale Saratoga Rd (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 CEQA Guidelines Section 15262 (feasibility and planning studies) and Section 15061(b)(3) (common sense exemption).

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

### BACKGROUND

#### **Village Centers**

In 2017, the City Council adopted an update to the General Plan's Land Use and Transportation Element (LUTE). The update included new goals and policies that provide for additional mixed-use areas and introduced the Village Center concept and land use designation (see Attachment 2 for map of Village Centers in LUTE). The Village Center policies are intended to facilitate transformation of older shopping centers and office areas into medium density, mixed-use developments that would provide close-in services, gathering spaces, and residential diversity. The Village Mixed Use land use designation allows building heights up to four stories and a residential density of up to 18 units to the acre (averaged for the entire village center site).

The General Plan identified seven locations throughout the City for potential Village Centers. Village Centers are typically located at a major street intersection, near an established neighborhood. They can be multi-acre, multi-site or multi-corner and may consist of multiple developments. As such, the redevelopment of these areas would require coordination and collective planning (since not all parcels or areas are under one ownership). The planning effort will also ensure neighborhood compatibility.

Each new Village Center, or portion of a Village Center is required to have a Village Center Precise Plan that is subject to City Council approval. Village Center Precise Plans shall provide focused land use, transportation, design standards, policies and guidelines to allow integration into the surrounding neighborhood, as well as creating identity and sense of place through a vibrant mix of public, commercial and residential activities.

Prior to commencing work on a Village Center Precise Plan, the Public Engagement Program (PEP)

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is required to be approved by the City Council (after a recommendation from the Planning Commission). The main purpose of the PEP is to establish a range of opportunities for community members to participate in the land use and design discussion of potential redevelopment of the village center sites. These discussions will include the types of uses, design character, density or intensity, height, open space, privacy, and transportation. The PEP is a new concept and process in the City's development review process. The first Village Center Precise Plan will entail a learning curve because it is unprecedented and will establish a new bar in the planning process.

The process for considering redevelopment of a Village Center is as follows:

<b>Task</b>	<b>Activity</b>	<b>Decision Maker</b>
<b>PEP</b>	Preparation and approval of a Public Engagement Plan	City Council
<b>CEQA</b>	Preparation of required environmental review for the Village Center Precise Plan (considered at the same hearing as the Precise Plan, below)	City Council
<b>Village Center Precise Plan</b>	Lays out a master plan for a village area, including the type of uses, development regulations and phasing of development	City Council
<b>Special Development Permit</b>	Specific development applications	Planning Commission ( <i>can be appealed to City Council</i> )

The PEP is a tool for ensuring vibrant and thorough involvement by the community. The PEP will be in place and effective throughout the entire process, not just at the beginning.

The City Council is scheduled to consider this item on July 30, 2019.

## **EXISTING POLICY**

**GENERAL PLAN GOALS AND POLICIES** (see full list the Key General Plan goals and policies that pertain to the proposed action in Attachment 3).

### **Chapter 2: Community Vision**

**GOAL XV. Responsive Government:** To continue to provide local governance which meets the many and diverse needs of the people and businesses, which is managed to be efficient, effective and compassionate, and which welcomes public participation in an open and accountable public decision-making process.

**GOAL CV-1 Community Participation and Engagement:** Achieve a community in which all community members are well informed about local issues, city programs and services are actively

involved in shaping the quality of life and participate in local community and government activities.

Policy CV -1.1 Assure that all community members have reasonable access to City information, services and programs within budgeted resources.

### **Chapter 3: Land Use and Transportation**

#### **Goal LT-5: Creation, Preservation, and Enhancement of Village Centers and Neighborhood Facilities That Are Compatible with Residential Neighborhoods**

Policy LT-5.1: Strengthen the image that the community is composed of cohesive residential neighborhoods, each with its own individual character and Village Center; allow change and reinvestment that reinforces positive neighborhood concepts and standards such as walkability, positive architectural character, site design, and proximity to supporting uses.

*Action LT-5.1e:* Prior to accepting any application for a Village Center Plan, a public engagement program shall be submitted to the City for City Council approval with a recommendation from the Planning Commission. The public engagement program should provide a range of opportunities for community members to identify preferences for uses, design, density or intensity, height, open space, privacy, and transportation. City Council may provide direction on the community preferences and the vision for individual Village Center Plans, which shall be used in the preparation of the Plan.

### **COUNCIL POLICY**

#### **Policy 7.2.1 Community Engagement** (full text in Attachment 4)

**Goal B:** Achieve a community in which all community members can be actively involved in shaping the quality of life and participate in local community and government activities.

### **ENVIRONMENTAL REVIEW**

The adoption of the public engagement plan is statutorily exempt from review under the California Environmental Quality Act pursuant to Section 15262 of the CEQA Guidelines (feasibility and planning studies) because the public engagement plan is part of a study that will lead to possible future actions that have not yet been approved, adopted, or funded. In addition, this action is exempt from CEQA under the general rule in Section 15061(b)(3) of the CEQA guidelines because it can be seen with certainty that adopting a plan for public engagement will not have an impact on the environment. Rather, public engagement is part of the process of developing the Village Center Precise Plan that will include appropriate environmental review prior to approval.

### **DISCUSSION**

This proposal is for a PEP for a Village Center located at the intersection of W. Fremont Avenue and Sunnyvale Saratoga Road. The Village Center boundary in the LUTE encompasses the north and southwest corners of the intersection (see map in Attachment 5). The PEP is for the southwest corner only - the sites north of Fremont Avenue are not a part of this Village Center Precise Plan and would require a separate PEP and Precise Plan.

The project area includes the area commonly referred to as the Fremont Corners shopping center that is comprised of four parcels which include the following uses: a Shell gas station, the Longhorn Restaurant, 24-Hour Fitness, Jake's Pizza, the American Kickboxing Academy, Veksler Academy of Music and Dance, and other retail uses. The adjacent neighborhood (south and to the east) is

primarily single-family homes; the surrounding neighborhood is a blend of retail and office, a mix of multi-family homes. Fremont High School is located to the northwest of the site/intersection.

The applicant submitted a PEP that outlines proposed:

- Methods of outreach;
- Tools to monitor and measure participation; and,
- Procedures on how public input will be collected and used.

The PEP is provided in Attachment 7.

### **Criteria for Evaluating PEPs.**

To assist property owners and developers interested in potential redevelopment of a shopping center into a Village Center an informational brochure on the PEP was created (see Attachment 6). The PEP submitted for Fremont Corners was evaluated against the objectives in the brochure; analysis of the PEP is provided below.

1. **Inclusive Planning:** The PEP should collect viewpoints that are broadly reflective of the City's residents and other property owners, particularly those in the general vicinity of the Village Center. An "open door" policy is encouraged, allowing participation by any interested individuals and groups.

**Analysis:** The proposed PEP meets this objective. The PEP establishes a comprehensive stakeholders list based on a well-defined geographical area. The notification radius is based on 1000-foot radius, which is consistent with the City Council Policy for public outreach. The PEP will utilize various methods of outreach, including community meetings, workshops, and social media that allow stakeholders and the public to participate and provide input.

2. **Accessible Participation:** Public engagement events should be broadly accessible in terms of location and time with facilities available to all individuals. Translation and special needs should be accommodated upon request.

**Analysis:** The proposed PEP meets this objective. All general meetings will be open to the public. Meeting and workshop locations will be held in Sunnyvale, within the general vicinity of the site and during evening hours or on weekends to allow the maximum number of residents and other stakeholders to attend. Facility and meeting rooms will provide accommodations for people with disabilities. Background materials, notices, information fliers and social media web sites will be provided in multiple languages tailored to Sunnyvale's diverse population. The applicant will also provide multiple language and American Sign Language interpretation services, as well as other services to accommodate those with special needs upon early request.

3. **Transparency:** Ensure transparency regarding the project applicant's purpose and the public's role throughout the process. All meetings and hearings are open to the public and all information must be easily accessible in print, online, social media and through existing community forums.

**Analysis:** The proposed PEP meets this objective. Summaries detailing the public's ideas,

preferences and recommendations made at each meeting will be available on the Fremont Corners PEP website and reported to decision-makers. Information will be provided in multiple formats to capture and accommodate all types of audiences. As such, the PEP makes information available for collaboration, cooperation, and collective decision making.

When the applicant's and public's objectives do not align, the PEP will provide a listing of those differences. The PEP will be in place throughout the entire application process, and the goal is to provide robust opportunities for public input to the visioning and ideas to redeveloping a village center - it does not necessarily result in common agreement - the PEP is to ensure that opportunities for involvement by all parties takes place.

4. Use of Public Input: The ideas, preferences, and/or recommendations contributed by the public are documented for the decision makers.

Analysis: The proposed PEP meets this objective. A written summary of public input will be submitted to City staff at the completion of each phase; this information will be available on the project website during the Village Plan preparation process. Staff will work with the applicants to ensure the PEP is effective, and will suggest changes throughout the process to ensure it continues to be an effective tool for public engagement. Success will be based on the number and diversity of stakeholders and individuals engaged, as measured by: subject of feedback, interests, age, gender, ethnicity, socioeconomic level and geographic location of residence and/or employment of participants (that will be obtained through a voluntary survey of participants).

#### **FISCAL IMPACT**

None. Public outreach shall be at the applicant's cost. Staff time will be covered by development permit application fees.

#### **PUBLIC CONTACT**

As of the date of staff report preparation, staff has received no comments on the item.

#### **Notice of Public Hearing, Staff Report and Agenda:**

- Published in the *Sun* newspaper
- Posted on the City of Sunnyvale's Web site
- Provided at the Reference Section of the City of Sunnyvale's Public Library
- Agenda posted on the City's official notice bulletin board

#### **ALTERNATIVES**

##### **Recommend that City Council:**

- 1) Approve the Public Engagement Program (Attachment 7 to the report) and find that this action is exempt from CEQA pursuant to CEQA Guidelines Section 15262 (feasibility and planning studies) and Section 15061(b)(3) (common sense exemption).
- 2) Approve Public Engagement Program with modifications and find that this action is exempt from CEQA pursuant to CEQA Guidelines Section 15262 (feasibility and planning studies) and Section 15061(b)(3) (common sense exemption).
- 3) Continue the item and provide direction on desired revisions.

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- 4) Do not approve the Public Engagement Program and provide direction on how to address items that are missing or incomplete.

**STAFF RECOMMENDATION**

Recommend to City Council, Alternative 1: Approve Public Engagement Program (Attachment 7 to the report) and find that this action is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15262 (feasibility and planning studies) and Section 15061(b) (3) (common sense exemption).

Staff finds the proposed PEP consistent with the Community Engagement and General Plan goals and policies and with the objectives laid out in the brochure prepared by Community Development. This is the first Public Engagement Plan prepared in the City, and it appears to be a thorough and complete document. Throughout the engagement process it is anticipated that there will be lessons learned that may require amendment to the PEP. Staff will continue to monitor the effectiveness of the PEP throughout the process and will ensure it meets the City goals of providing excellent outreach to and engagement with the community.

Success of the PEP will be evidenced by the level of participation as the Fremont Corners Village Center Precise Plan moves forward - not necessarily by unanimous agreement of the final product. The City Council, with a recommendation by the Planning Commission, will be the final authority on the Village Center Precise Plan, considering the input from all parties.

Prepared by: Cindy Hom, Associate Planner

Reviewed by: Ryan Kuchenig, Acting Principal Planner

Reviewed by: Andrew Miner, Assistant Community Development Director

Reviewed by: Trudi Ryan, Community Development Director

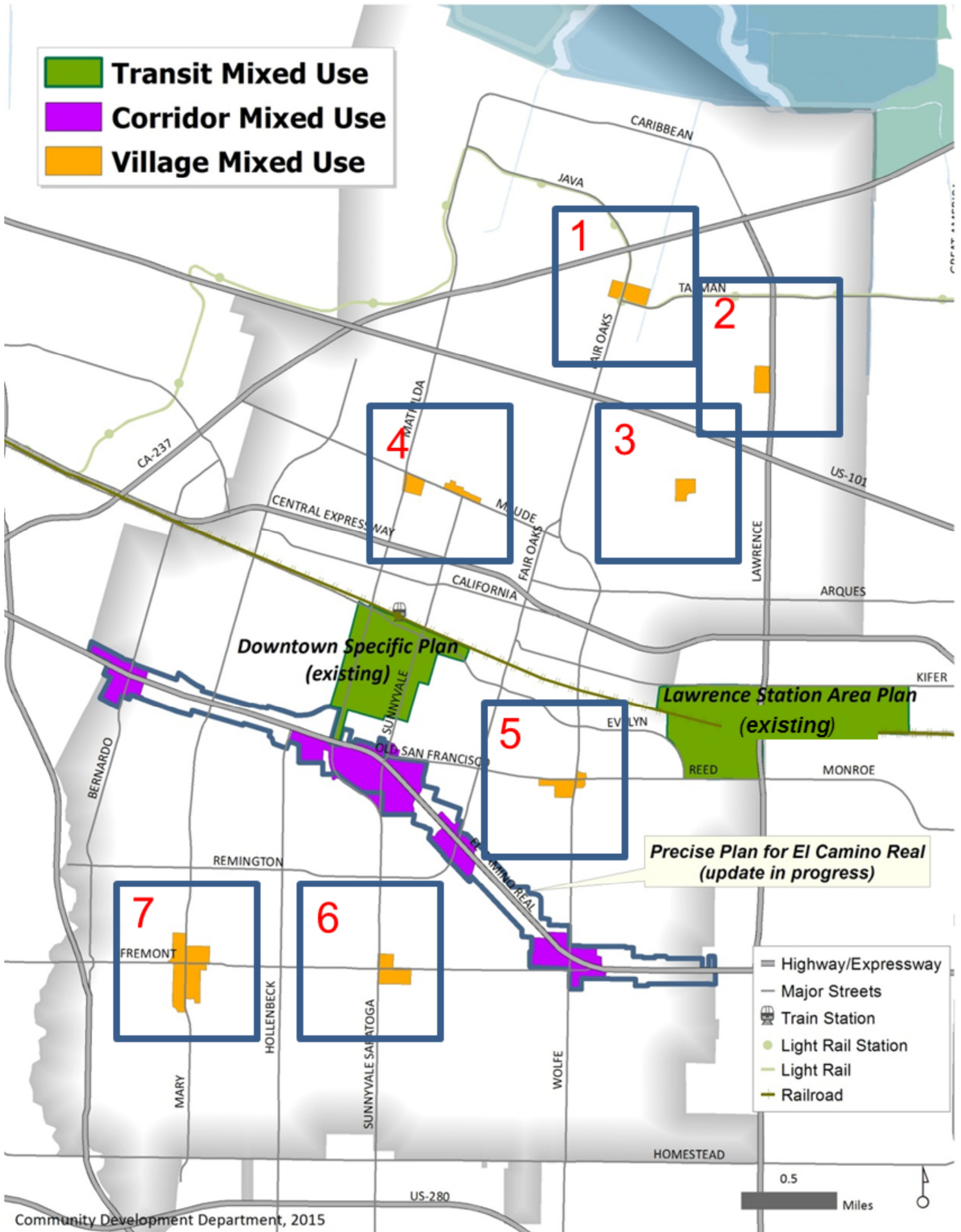
Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

**ATTACHMENTS**

1. Reserved for Report to Council
2. Map of Village Centers in Land Use and Transportation Element
3. Key General Plan Goals and Policies
4. Council Policy 7.2.1 Community Engagement
5. Map of Subject Village Center
6. Public Engagement Program brochure
7. Public Engagement Program





## **Key General Plan Goals and Policies**

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### **Chapter 2: Community Vision**

**Goal XV. Responsive Government:** To continue to provide local governance which meets the many and diverse needs of the people and businesses, which is managed to be efficient, effective and compassionate, and which welcomes public participation in an open and accountable public decision-making process.

**Goal CV-1 Community Participation and Engagement:** Achieve a community in which all community members are well informed about local issues, city programs and services are actively involved in shaping the quality of life and participate in local community and government activities.

Policy CV -1.1 Assure that all community members have reasonable access to City information, services and programs within budgeted resources.

### **Chapter 3: Land Use and Transportation**

**Goal LT-1:** Coordinated Regional and Local Planning - Protect the quality of life, the natural environment, and property investment, preserve home rule, secure fair share of funding, and provide leadership in the region.

**Policy LT-1.2a:** Promote transit-oriented and mixed-use development near transit centers such as Lawrence Station, Downtown, and El Camino Real and in neighborhood villages.

**Goal LT-4:** An Attractive Community for Residents and Businesses - In combination with the City's Community Design Sub-Element, ensure that all areas of the city are attractive and that the city's image is enhanced by following policies and principles of good urban design while valued elements of the community fabric are preserved.

**Policy LT-4.3:** Enforce design review guidelines and zoning standards that ensure the mass and scale of new structures are compatible with adjacent structures, and also recognize the City's vision of the future for transition areas such as neighborhood Village Centers and El Camino Real nodes.

**Goal LT-5:** Creation, Preservation, and Enhancement of Village Centers and Neighborhood Facilities That Are Compatible with Residential Neighborhoods Support the development of Village Centers that create an identity and "sense of place" for residential neighborhoods, provide neighborhood gathering places, and allow a vibrant mix of public, commercial, and residential activities. Through development review and other permitting processes, ensure adequate protection is provided to residential neighborhoods when new uses and development projects are considered.

**Policy LT-5.1:** Strengthen the image that the community is composed of cohesive residential neighborhoods, each with its own individual character and Village Center; allow change and reinvestment that reinforces positive neighborhood concepts and standards such as walkability, positive architectural character, site design, and proximity to supporting uses.

**Policy LT-5.1a:** Promote land use patterns and urban design in Village Centers that reflect context and iconic aspects of the surrounding neighborhood to strengthen the sense of uniqueness and community.

**Policy LT-5.1b:** Consider the designation of a new Village Center at the intersection of Fremont Avenue and Sunnyvale-Saratoga Road.

**Policy LT-5.1c:** Allow mixed-use development at appropriate Village Centers while preserving sufficient commercial zoning to serve neighborhood retail and service needs.

**Policy LT-5.1d:** Provide public gathering places with appropriate amenities for residents, such as Village Centers and neighborhood and community parks.

**Policy LT-5.1e:** Prior to accepting any application for a Village Center Plan, a public engagement program shall be submitted to the City for City Council approval with a recommendation from the Planning Commission. The public engagement program should provide a range of opportunities for community members to identify preferences for uses, design, density or intensity, height, open space, privacy, and transportation. City Council may provide direction on the community preferences and the vision for individual Village Center Plans, which shall be used in the preparation of the Plan.

**Policy LT-5.1f:** Seek opportunities to create distinctive landmark features or focal elements at Village Centers and at points of entry or gateways into neighborhoods from the Village Centers.

### **Goal LT-7: Diverse Housing Opportunities**

Ensure the availability of ownership and rental housing options with a variety of dwelling types, sizes, and densities that contribute positively to the surrounding area and the health of the community.

**POLICY LT-7.4:** Promote new mixed-use development and allow higher-residential density zoning districts (medium and higher) primarily in Village Centers, El Camino Real nodes, and future industrial-to-residential areas.

**Goal LT-14: Special and Unique Land Uses to Create a Diverse and Complete Community**

Provide land use and design guidance so that special and unique areas and land uses can fulfill their distinctive purposes and provide a diverse and complete community fabric.

**FUTURE PLANS**

Use special area plans to guide land use and development in areas that support alternative travel modes, Village Centers, economic development, and a better jobs/housing ratio.

*LT-14.3b:* Prepare a special area plan for each of the Village Centers to provide focused land use, transportation, and design standards, policies, and guidelines.

## **Policy 7.2.1      Community Engagement— Goals and Policies**

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**Goal A:**            **Achieve a community in which all community members are well informed about local issues, City Programs and Services.**

Policy A.1        Assure that all community members have reasonable access to City information, services and programs within budgeted resources.

Policy A.2        Provide accurate and thorough information in a timely manner to ensure that community members have an opportunity to respond effectively.

Policy A.3        Ensure an integrated approach to informing community members about local issues, City programs and services that reaches segments of a diverse community.

**Goal B:**            **Achieve a community in which all community members can be actively involved in shaping the quality of life and participate in local community and government activities.**

Policy B.1        Encourage community involvement in the development and implementation of City and community activities, programs and services.

Policy B.2        Simplify processes and procedures to make it easy and convenient for community members to participate in City activities and programs.

Policy B.3        Promote the importance and benefits of community involvement.

Policy B.4        Promote and encourage volunteerism in City and community affairs.

Policy B.5        Plan for and develop wide representation of the community when obtaining public input for policy decisions.

Policy B.6        Provide opportunities for and encourage involvement from community members that reflect the diversity of the City.

**Goal C:**            **Create a strong, positive community identity, rich in cultural diversity.**

Policy C.1        Actively encourage public and professional recognition of the City through awards and promotion of significant City and community accomplishments and innovations.

Policy C.2        Encourage celebrations which help to create a strong, positive community identity and recognize cultural diversity.

Policy C.3        Engage in regional, state, national and international activities which promote a positive community identity for the City of Sunnyvale.

Policy C.4        Foster an environment of awareness, respect and understanding that encourages community engagement with different cultures.

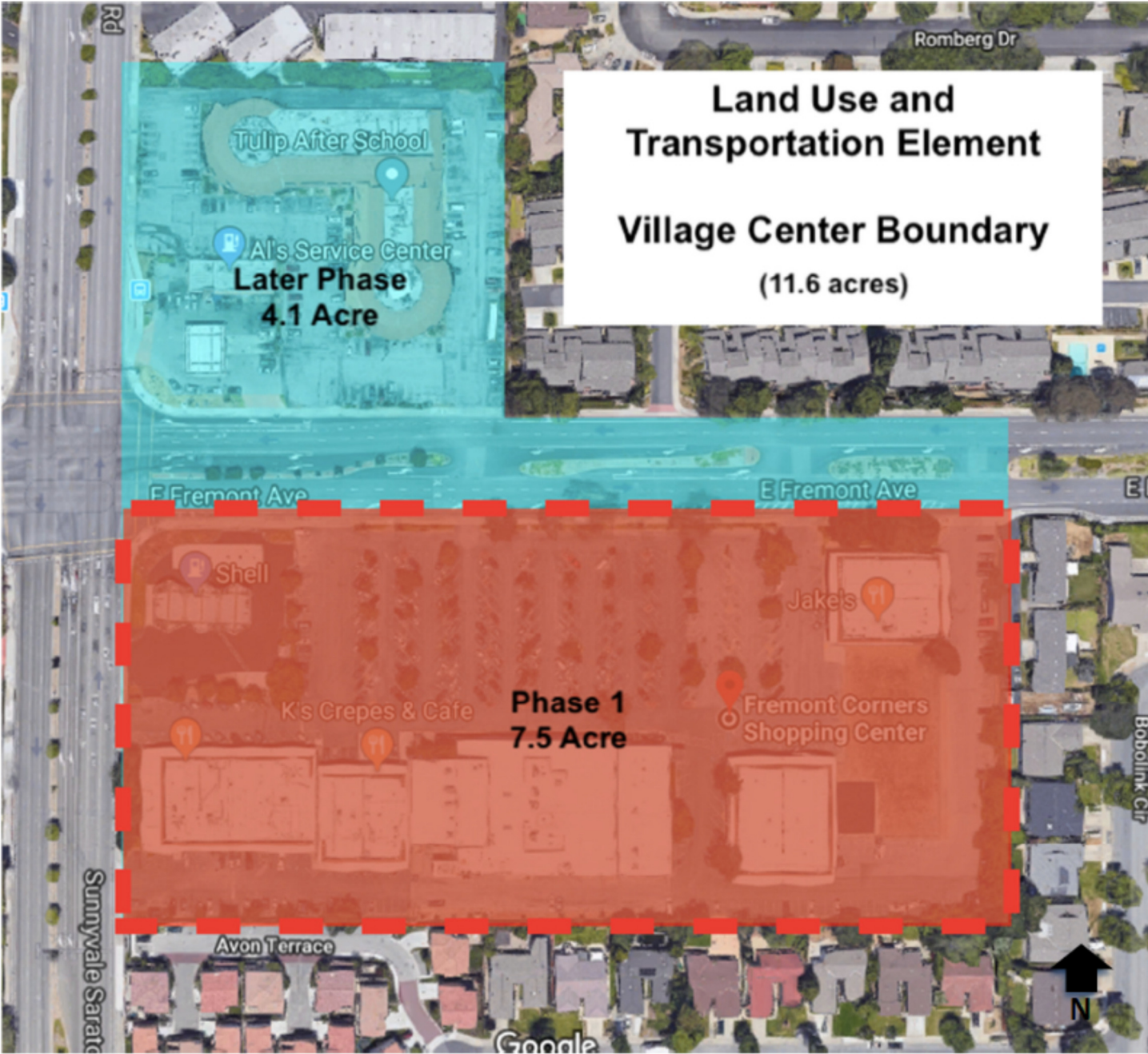
COUNCIL POLICY MANUAL

(Adopted by Resolution 116-95; RTC 95-058 (2/7/95); RTC 07-359 (10/30/07); Administrative Update (March 2012))

Lead Department: Office of the City Manager



Fremont Corners Village Center





# PUBLIC ENGAGEMENT PROGRAM REQUIREMENTS FOR VILLAGE MIXED USE CENTERS

**WHAT IS A VILLAGE CENTER:** A Village Center is identified in the Land Use and Transportation Element (LUTE) and is a multi-acre, multi-site and/or multi-corner area, typically at a major street intersection and strategically located near the cross roads of a neighborhood. The Village Center may consist of multiple developments. In order to process development applications in a Village Center, a Village Center Precise Plan is required to collectively plan for parcels or areas that are not under one ownership. Specific areas designated as Village Mixed Use in the General Plan are subject to Village Center implementing policies, including preparation of a Public Engagement Program. Review of the Public Engagement Program will require submittal of a Planning Application form and a fee of \$1,429 (fee subject to change). This handout describes the public engagement process for a Village Center area.

## THE PROCESS FOR VILLAGE CENTER APPROVAL:

Securing approval of a Village Center Precise Plan and site development approval is a multi-phased process which includes the following:

- Step 1 - Approval of a Public Engagement Program by the Planning Commission and City Council
- Step 2 - Visioning and development of a Village Center Precise Plan with public input
- Step 3 - Approval of the Village Center Precise Plan by the Planning Commission and City Council
- Step 4 - Specific site development review by the Planning Commission

## PURPOSE AND INTENT OF THE PUBLIC ENGAGEMENT PROGRAM

The purpose of the Public Engagement Program:

- Describe the goals and objectives of the specific Village Center Precise Plan
- Identify specific approaches and tools that will be used for public outreach and community involvement in the visioning and planning of the Village Center
- Engage the public early in the planning process and generate maximum public participation
- Inform the community of the development review process

## OBJECTIVES FOR THE PUBLIC ENGAGEMENT PROGRAM

1. Inclusive Planning: The Public Engagement Program should collect viewpoints that are broadly reflective of the City's residents and other property owners, particularly those in the general vicinity of the Village Center. An "open door" policy is encouraged, allowing participation by any interested individuals and groups.
2. Accessible Participation: Public engagement events should be broadly accessible in terms of location and time with facilities available to all individuals. Translation and special needs should be accommodated upon request.
3. Transparency: There should be transparency about project sponsorship, program purpose, and how public input will be used to develop the Village Center Plan. All meetings and hearings are open to the public. All information is easily accessible in print, online, social media and through existing community forums.
4. Use of Public Input: The ideas, preferences, and/or recommendations contributed by the public are documented for the decision makers.





# PUBLIC ENGAGEMENT PROGRAM REQUIREMENTS FOR VILLAGE MIXED USE CENTERS

## SUBMITTAL REQUIREMENTS FOR PUBLIC ENGAGEMENT PROGRAM

A Public Engagement Program is mainly intended to describe how and when the community will be included in the consideration of a planned development project in a Village Center location. At a minimum, a Public Engagement Program will describe the following:

- ☐ Scheduling of meetings and other efforts
- ☐ Geographic focus area
- ☐ Target groups and key stakeholders
- ☐ Information gathering tools
- ☐ Materials for outreach
- ☐ Methods of outreach
- ☐ Applicant's Team roles and responsibilities
- ☐ Flow chart, matrix, spreadsheet or table that provides the public and decisions makers an easily-followed visual map that tracks the schedule and status of goals, steps and milestones
- ☐ List of topics for outreach meetings and a breakdown of community involvement tools for each topic:
  - Introduction of the Applicant's team and overview of general project goals
  - Existing site overview (area boundary, surrounding land uses, permitted uses, and development standards for the existing zoning district)
  - Review LUTE goals and policies for Village Centers
  - Analysis of opportunities and constraints for the project area
  - Visioning for the Village Center should consider and incorporate input on:
    - Community and identity
    - Appropriate commercial uses
    - Appropriate housing
    - Pedestrian and bike access
    - Project design
  - Review CEQA requirements and issues that need to be addressed in environmental studies
  - Presentation of alternative concepts
  - Strategies for implementation
  - Steps for how a formal project moves forward

## Fremont Corners Village Center Public Engagement Plan

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The True Life Companies (TTLIC) wishes to engage and obtain input from the community regarding the type of activity and change they would like to see in the Fremont Corners Village Center redevelopment, located at the southeast corner of E. Fremont Ave and Sunnyvale-Saratoga Road. The goal of the engagement process will be the well-organized and documented collection of feedback and insights regarding community interests, concerns and viewpoints. Objectives are to gather and synthesize feedback, inform the public of the Village Center vision as outlined in the Land Use and Transportation Element, and craft a clear and actionable Precise Plan. The scope of work is outlined below. TTLIC is a Bay Area single family residential project sponsor focused on providing in-fill housing near employment centers and transit.

The City of Sunnyvale has a newly-updated Land Use and Transportation Element (LUTE 2017) for Horizon 2035 which designates the intersection of E. Fremont Ave. and Sunnyvale Saratoga Rd. as a Village Center. TTLIC would like to discuss options for redevelopment of the Fremont Corners Shopping Center with community stakeholders and through that input help shape a compliant development through the implementation of a community based Precise Plan.

### Core Project Team:

**Applicant:** Leah Beniston, Vice President of Entitlements, TTLIC

**Architect:** Strauss Design Group Inc.

**Civil Engineer:** Wood Rodgers, Inc.

**Public Engagement Specialists:** Frank Noto and Milo Trauss

### Stakeholders

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A broad and diverse range of stakeholders will be engaged beyond the confines of the 1.5 mile geographic focus area, including but not limited to adjacent neighborhood residents, on-site businesses, property owners, community businesses, school districts, Fremont High School, commuters, employers, the City of Sunnyvale, the Chamber of Commerce, Rotary Club, various City Agencies, VTA, neighborhood associations such as Nimitz NCCAA, Panama Park, Sunnyarts, and Ortega Park, community groups such as but not limited to Livable Sunnyvale and Sunnyvale Community Services, and other interested parties.

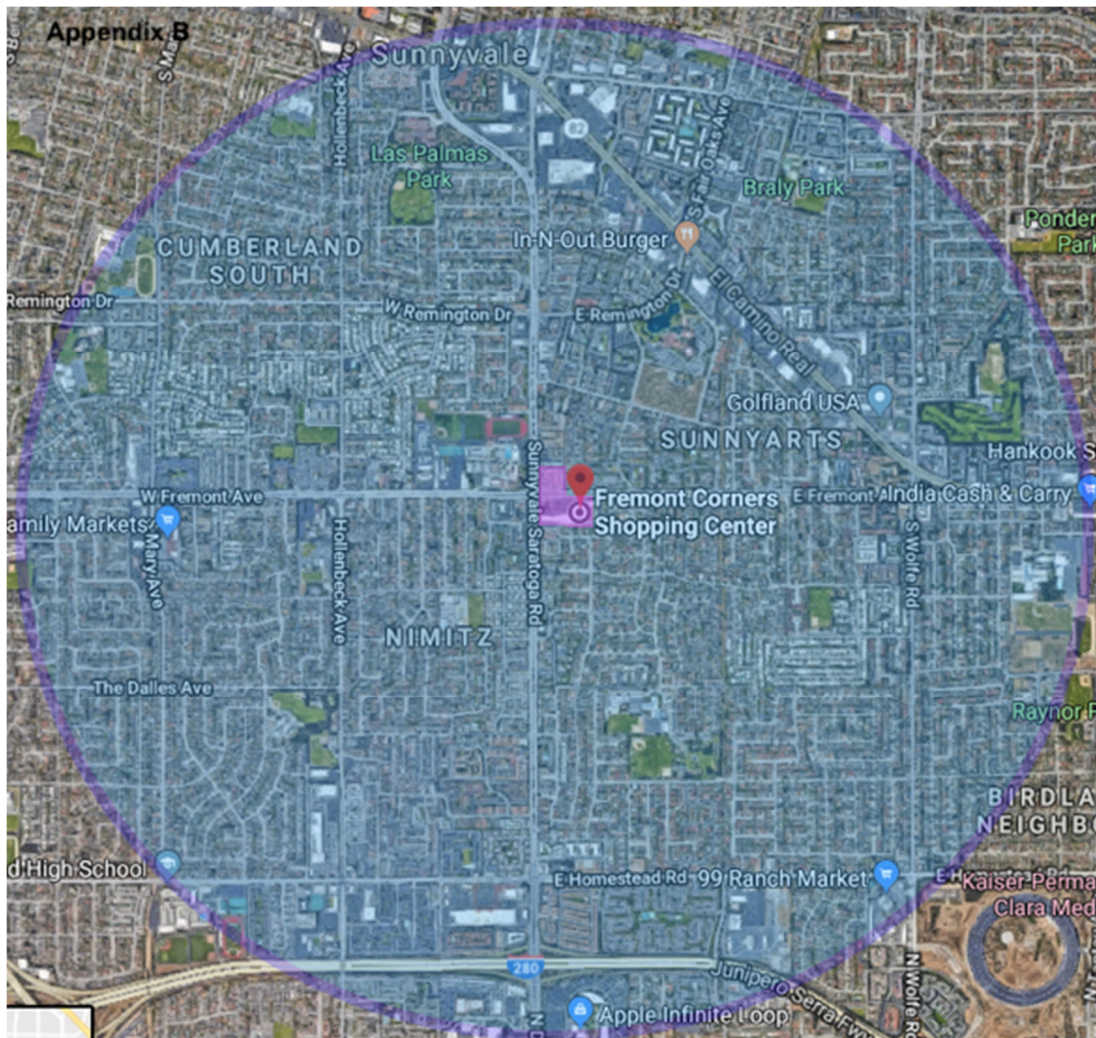
Initial outreach to groups such as the above-listed will result in identification of additional stakeholders to whom we will reach out. As a PEP deliverable, we will explain how the expanding inventory of stakeholders is developed over time and list the key concerns and interests of each as they are identified through implementation of the unfolding PEP process. This will be delivered as part of Phase Two of the Action Plan and updated in Phase Three as appropriate.

See attached Appendix 1 Stakeholder Table.

## Geographical Focus and Map Exhibits

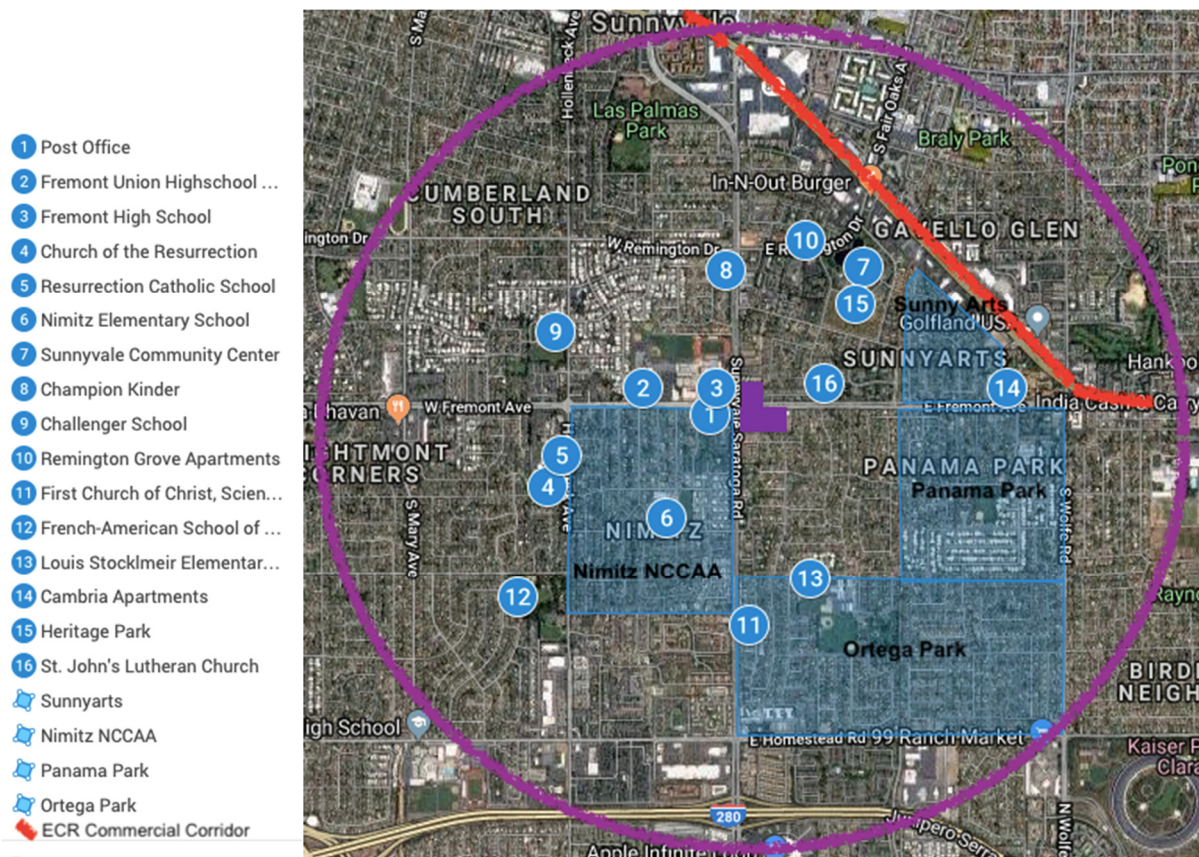
A 1.5 mile radius around project site has been identified as the geographical focus area. Based on the geographical focus boundary, stakeholders were identified (see list in Appendix 1). Major stakeholders are shown in Map 2. The Village Center boundary and proposed precise plan area are depicted in Map 3 and 4.

Map 1: Geographical Focus Area

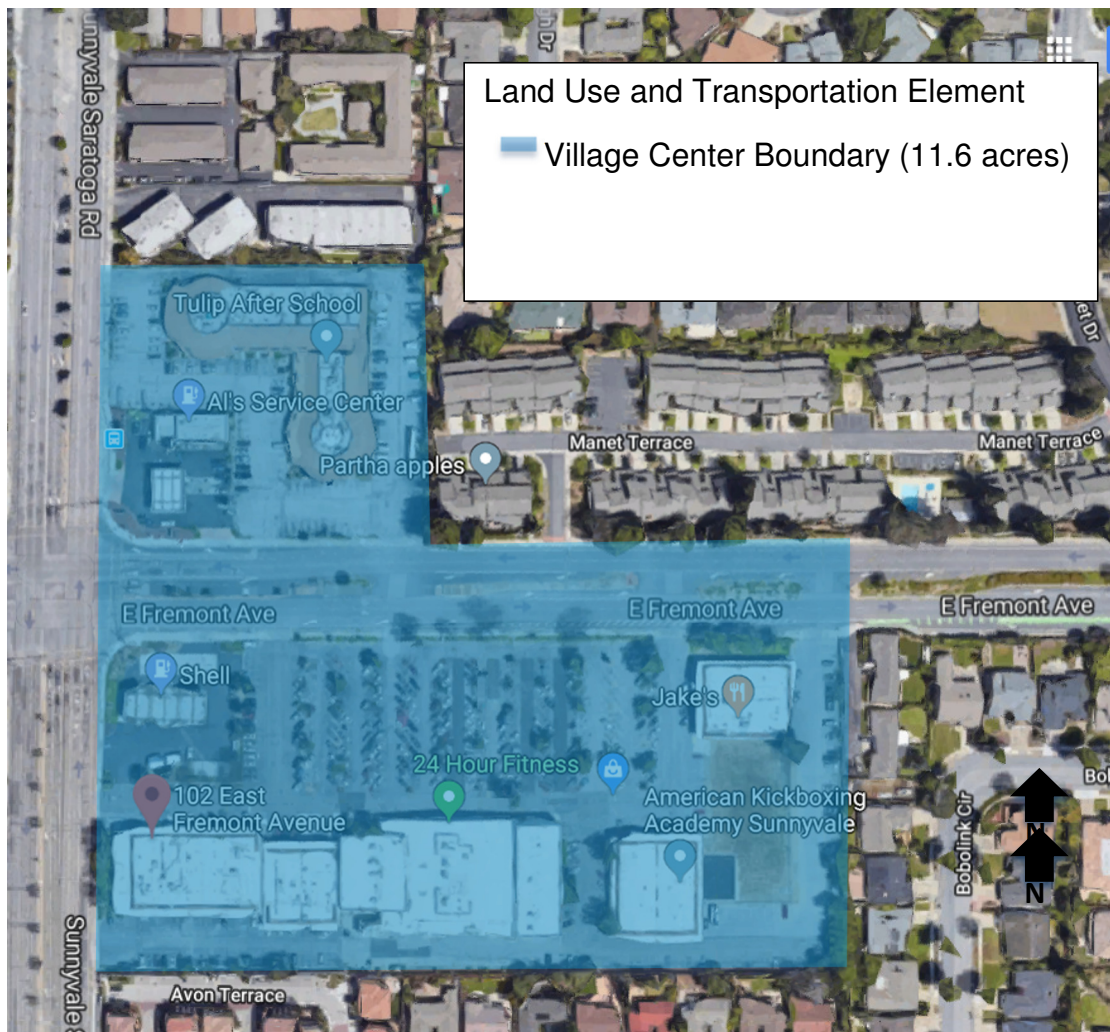




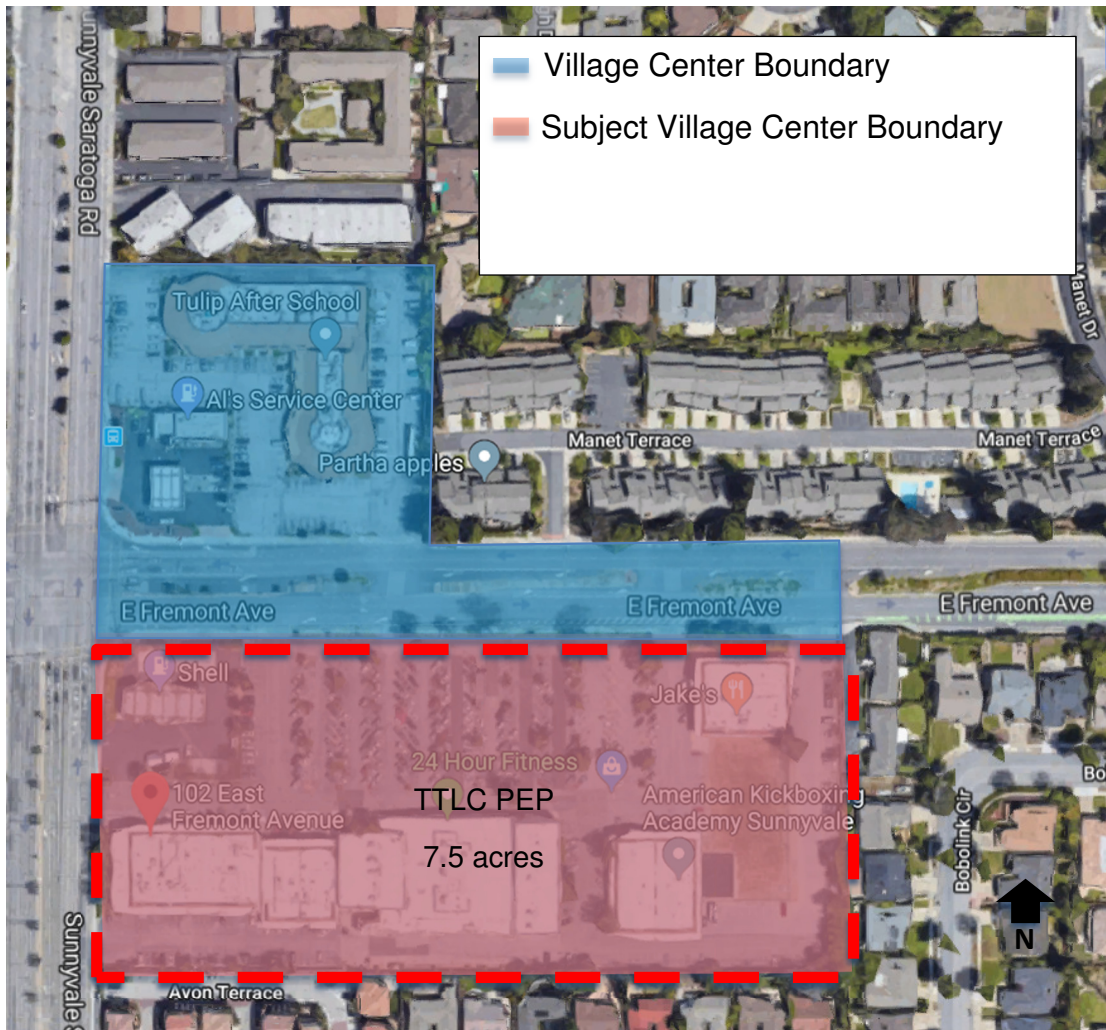
Map 2: Major Stakeholders within Focus Area



Map 3: Village Center Precise Plan Boundary Map





Map 4: PEP Location

1 Public outreach for Village Center to include input from residents and property owners within 1,000 feet of the northeast corner of the intersection at Fremont Avenue and Sunnyvale Saratoga Road.

## Public Engagement Action Plan

An action plan has been developed to outline phases/milestones, tasks, responsibilities, and tentative timing (Appendix 2). The schedule may be adjusted as necessary to accomplish objectives or address issues if circumstances arises.

## Preliminary Schedule

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Public engagement will be conducted in four phases. The first phase is the formulation of the Public Engagement Program with City Staff, and subsequent Planning Commission and City Council approval. In the second phase, a General Public Meeting will be held in which workshop activities will be conducted to gather feedback on the Village Center concept and to develop alternative designs. Phase Three will include a General Public Meeting including workshops to determine the preferred design alternative and design standards and guidelines. Additional topic specific meetings may be scheduled as needed. Phase four will be the public adoption through the Planning Commission and City Council of the Fremont Corners Precise Plan. In between general public meetings, we will meet on an ongoing basis with various stakeholder groups, largely depending on their schedules. There will be constant coordination and periodic working meetings with City staff for oversight and general guidance. Completion of each phase will be a report back to staff and Planning Commission. There will be study sessions with the Planning Commission and City Council to share visioning and concepts.

## Noticing

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Communication: Noticing will utilize a 1,000-foot notification radius as per City Council Policy for public noticing. Noticing will occur through social media, direct mail and posting of fliers at the Sunnyvale Community Center and the Sunnyvale Public Library. There will also be specific noticing methods tailored to each target audience for selected meetings. These methods will be informed by feedback from prior meetings/interviews. A project website will be developed to provide information on the process and status of the Precise Plan and project review. All meetings will be identified on the website. The Website is described in more detail under the heading Engagement Tools.

Accessibility: All general meetings will be open to the public, allowing participation by any interested individuals and groups. To allow the maximum number of residents and other stakeholders to attend, meeting and workshop locations will be held in Sunnyvale, within the general vicinity of the site and during evening hours or on weekends. However, after initial meetings we will take into account guidance from stakeholders regarding future preferred locations and times. Facility and meeting rooms will provide accommodations for people with disabilities; other factors in choosing facilities will be adequate size and the ability to provide comfortable environments/temperatures. Background materials, notices, information fliers and social media web sites shall appear in multiple languages tailored to Sunnyvale's diverse population. As necessary and with requested advance notice, we will provide multiple language (tentatively Spanish and Chinese) and American Sign Language interpretation services, along with other services to accommodate those with special needs. Different noticing methods will be implemented to reach different stakeholder groups, such as digital postings, social media, paper fliers and mailings.

Tools: Online engagement tools will be used to inform and engage the public. Online engagement tools include the use of social media, providing quick links to public meeting agendas and meeting minutes, online surveys and polls, sign ups to receive regular email updates as well as provide opportunity and accessibility for those that cannot physically attend meetings. For meetings with stakeholder groups, we will urge (but not require) them to allow attendance and participation by any interested individuals and groups using an open-door policy.

## Transparency

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There will be a variety of meetings including outreach for at least six stakeholder organizations such as at regularly scheduled membership/board meetings (e.g., neighborhood association membership meetings) or ad hoc meetings by request in order to reach diverse audiences. **One public outreach meeting will be conducted with the Planning Commission.** Careful notes will be taken in each meeting. If a particular stakeholder group is not reached individually between General Public Meetings they will be encouraged to participate via email and phone correspondence. Notetaking at General Public Meetings will utilize a variety of methods including pen and paper, audio recording and/or video recording; notetaking before stakeholder groups may be restricted to pen and paper. Summaries detailing the public's ideas, preferences and recommendations made at each meeting will be made available on the Fremont Corners PEP website and reported to decision-makers. Public input will inform the development of the Village Center Precise Plan regarding preferences for uses, design, density or intensity, height, open space, privacy, transportation, and other elements as they relate to the 2017 Sunnyvale Housing Element and Land Use and Transportation Element.

## Use of Public Input

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Ideas, preferences and recommendations collected from the public will be documented for decision makers in writing and synthesized with digestible charts and graphs. A written summary of public input will be submitted to City staff at the completion of each phase detailed below. Information will be presented both in writing and in a digital visual presentation such as PowerPoint at the conclusion of the final phase.

The decision-making process will consider public feedback as it relates to guidelines for Village Centers in the Land Use and Transportation Element. Decisions on design, function, orientation, materials, density, and other subjects addressed within the Fremont Corners Village Precise Plan will be informed by qualitative and quantitative feedback data from participants. Input will be classified into categories and tracked to ensure nothing is lost.



Success Criteria taken from the Land Use and Transportation Element will be identified beforehand and used as guidance and a measuring stick to see how well our outcomes achieve our goals. For example, the LUTE specifies:

- |  |  |  |
|--|--|--|
| • “The desire to strengthen Sunnyvale’s residential neighborhoods;”  | zoning to serve neighborhood retail and service needs;”                              | • “Activated by mixed use (commercial with residential)”                                   |
| • “Create a city where walking or bicycling can replace the use of a car much of the time within neighborhoods;” | • “Promote walking and bicycling through street design.”                             | • “Easily accessed by pedestrian and bicycle networks”                                     |
| • “Residential density in Village Centers, with average densities of 18 units per acre;”                         | • “Supportive of a lifestyle without a private automobile”                           | • “Regular transit service”  |
| • “Mixed-use development at appropriate Village Centers while preserving sufficient commercial                   | • “Neighborhood-serving or community-serving commercial core”                        | • “Reduced need for parking”   |
|  | • “Pedestrian-oriented design: active ground-floor uses and generous outdoor spaces” | • “Unique design guidelines to address form”   |
|  |  | • “Neighborhood gathering spaces (e.g., plazas, coffee shops, community gardens, taverns)” |

Throughout the Public Engagement Process, the applicant will monitor and evaluate the implementation of the plan. The plan will be evaluated based on number and diversity of stakeholders and individuals engaged, as measured by: subject of feedback, interests, age, gender, ethnicity, socioeconomic level and geographic location of residence and employment of participant. This information will be obtained through a voluntary survey of participants.

## Milestone Deliverables

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Deliverables are defined as products of engagement that the Applicant provides to City Staff and/or the general public. Throughout the engagement process there will be a variety of deliverables generated on varied timelines. Below is a break out of deliverables per phase.

### Phase 1(PEP)

- List of stake holders and engagement methods
- List of monitoring and evaluation tools
- Outreach Schedule
- Task List and Action Plan

## Phase 2(Village Center Feedback)

- Public Communication Materials
- Record of individual meetings
- Public Feedback Report on Village Center Concept and Success Criteria
- Public Engagement Participant Demographic Survey to date
- Planning Commission Study Session Presentation Materials
- City Council Study Session Presentation Materials
- Design Concepts

## Phase 3(Visioning of Village Center Concepts)

- Public Communication Materials
- Record of individual meetings
- Preferred and Alternative Design Concepts based on Public Engagement
- Design Standards and Guidelines
- Public Engagement Participant Demographic Survey
- Staff Draft Precise Plan

## Phase 4(Public Approval)

- Public Review Draft Precise Plan
- Environmental review
- Planning Commission Public Hearing Presentation Materials
- City Council Public Hearing Presentation Materials

## Materials

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TTLC will provide imagery, map and project detail boards or a power point presentation dependent on group size and venue capabilities. Project FAQ's will be provided as the project progresses. TTLC believes that posting material on a website or Facebook page ahead of the meeting and posting minutes of the meeting after its conclusion will be the best way to promote transparency while tracking lineal progression of decision making and design development.

All public engagement materials will be provided to City Staff for review ahead of public communication.

## Engagement Tools

A variety of engagement tools, methods and activities will be deployed in order to stimulate engagement for in person meetings including but not limited to: charrettes, posters with sticker indicators of preference, whiteboard note taking, visual presentations, print presentations, and handouts.

Digital tools will be implemented as well. The following is an outline of the proposed vehicle for the public engagement program for the Fremont Corners Village Center Precise Plan:

- A website will be created for the proposed project to offer an organized presentation of project information, schedules, meeting minutes, and imagery, along with updates. The website will be the main point of interaction online, and the public can comment by contacting the Public Engagement Manager directly at [milotrauss@gmail.com](mailto:milotrauss@gmail.com) with ideas, concerns, questions, etc., as outlined in the PEP requirements. All comments will be documented and retained.
- Website will be linked to city pages on new proposed developments, can also be linked to other downtown development and information sites such as <https://sunnyvaledowntown.com/blog/goodbye-sunnyvale-town-center-hello-cityline-sunnyvale-on-the-cusp-of-a-new-era> and city site like this: <https://sunnyvale.ca.gov/business/projects/town.htm> or this <https://sunnyvale.ca.gov/business/projects/butchers.htm>
- Announcements will also be made on the website, and the website can be linked to relevant city and community group sites and existing forums such as Nextdoor and Facebook as appropriate.

**Optional Outreach as Needs and Interest Levels are Determined:** A Facebook page, website or in combination of other social media resources for the project will be designed, to provide basic project information, give notice of meetings, and refer people to the website with a link. In this way, the website becomes the main clearing house for information and interaction.

Print media will include generating fliers, for example FAQs, that could be provided to the city Community Development Department Permit Counter, Sunnyvale Library and the Sunnyvale Community Center. These would include the website address. Direct mail to specific neighborhoods will be added as the participation and interested party list is developed overtime.

## Monitoring and Evaluations tools

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Attendance sheets and the Participant Demographic Survey will serve as the main methods for monitoring and evaluating the engagement process. Attendance sheets will give quantity of participants at any given event and the Participant Demographic Survey will provide supplemental information about who we are engaging.

The quality of feedback will serve as a further proxy to evaluate our outreach. As we compile ongoing feedback reports for each meeting, diversity of opinions expressed will become apparent.

TTLIC looks forward to engaging with the Sunnyvale Community and is ready to get this process moving forward. I am available for questions or comments at [milotrauss@gmail.com](mailto:milotrauss@gmail.com) or by calling me directly at 215-370-1225, or by contacting Leah Beniston at [lbeniston@thetruelifecompanies.com](mailto:lbeniston@thetruelifecompanies.com) or at 925-380-1699

Respectfully,



Milo Trauss

Community Engagement Specialist

**PUBLIC HEARINGS/GENERAL BUSINESS**

2.      [19-0509](#)      **Proposed Project:** To consider a Public Engagement Plan that allows for a preparation of a Village Center Precise Plan for four properties totaling 7.81 acres.  
                                 **Location:** Street 102-166 E. Fremont Ave. (APNs: 309-01-002, 006, and 009) and 1300 Sunnyvale Saratoga Rd (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 CEQA Guidelines Section 15262 (feasibility and planning studies) and Section 15061(b)(3) (common sense exemption).

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

Commissioner Howe recused himself due to the proximity of his property to 102-166 E. Fremont Avenue.

Assistant Director Andrew Miner stated that the Public Engagement Plan (PEP) is the City's effort to seek input from the community before developing a Village Center Precise Plan. He also stated that it will most likely take longer to achieve the Village Center Precise Plan partially because of the time to do expanded public outreach.

Associate Planner Cindy Hom presented the staff report.

Commissioner Harrison asked if the properties north of E. Fremont Avenue would be included in the PEP. Assistant Director Miner stated that the property owners were not prepared to move forward with the first phase of the PEP and Commissioner Harrison encouraged staff to incorporate the entire village center into every phase of the plan. Commissioner Harrison stated that she prefers that the village center be evaluated using objective measures to ensure compatibility with potential future legislation. Assistant Director Miner responded that staff would identify objective criteria that also meet the goal of neighborhood compatibility. She confirmed with Assistant Director Miner that the Commission is to review the method of the PEP as presented that fosters community input and transparency.

Commissioner Rheume stated his preference for more objectivity for the PEP and more structure in its timeline. Assistant Director Miner outlined the PEP timeline and stated that staff can review the timeline for refinement and preciseness and overall objectivity. He added that if City Council approves the PEP, staff would ultimately determine if the applicant meets the goals of the PEP.

Commissioner Weiss stated that it would be helpful to have the PEP include target dates to ensure achieved deliverables and that the plan not repeat itself from the beginning with Phase 2. Assistant Director Miner stated that the plan's timeline also depends on the applicant, that staff expects the plan to evolve by Phase 2, and that the properties north of E. Fremont Avenue will be incorporated into the program if ready by Phase 1. Commissioner Weiss stressed the importance of working with

Santa Clara Valley Transportation Authority (VTA) to support the success of the plan. Assistant Director Miner agreed and added that a Traffic Impact Analysis (TIAs) would be done if needed and proposed projects in the area would be considered.

Vice Chair Simons asked if it would be possible to incorporate all four corners of the Fremont Corners Village Center into the PEP. Assistant Director Miner responded that it could be problematic to seek the community's feedback for parts of the center where redevelopment is not currently planned. Vice Chair Simons asked if it is typically market forces that impact the speed of a developer-driven community outreach process. Assistant Director Miner stated that, in addition to timing for the outreach meeting, time is also taken for staff review of projects, environmental review and other studies.

Commissioner Olevson stated that the entire village center should be included in the PEP since so much time and effort would be invested in it and encouraged staff to revise the PEP as such.

Chair Howard confirmed with Assistant Director Miner that it would take approximately 1.5 years for a proposed project to reach the planning entitlement phase. Chair Howard asked if it is possible for the PEP to take less than six months. Assistant Director Miner stated that six-month timeframe for the PEP is an estimate and that it might be completed sooner and that it is possible that the environmental review timing could be shortened.

Chair Howard commented that he hopes for that future PEPs are not drawn out so that they discourage developers, that he agrees with staff that it is more practical for the PEP to address the properties that will actually be developed in the near future, and disclosed that he met with the applicant's representative regarding the PEP. Assistant Director Miner stated that the City supports the need for more housing but that staff is constrained by the volume and scale of projects that it balances. Chair Howard clarified that he is interested in striking the middle ground between gathering the community's input and encouraging development with an appropriate timeframe for the PEP. Assistant Director Miner stated that by limiting the PEP to the identified portion of the village center, it remains a mostly developer-led process that would inevitably move quicker.

Chair Howard opened the Public Hearing.

Leah Beniston, applicant representing The True Life Companies, presented images and information about the proposed plan.

Milo Trauss, applicant representing The True Life Companies, presented images and information about the proposed plan.

Assistant Director Miner added that the PEP will proceed with the previously identified properties but will include the village center properties north of the subject site in the outreach portion of the PEP, but the Precise Plan for the area may not include those properties if they aren't prepared to join the effort at the time it is launched.

Mike Serrone, representing Livable Sunnyvale, spoke in support of the PEP and its early outreach efforts, the proposed development's housing provisions, and the importance of including the entire village center in the PEP.

Vice Chair Simons asked Mr. Serrone if he believes the amount of housing would change if the PEP were to include the properties on every corner. Mr. Serrone stated it is possible it would impact every aspect of development.

Kathleen Wortham, resident of Sunnyvale, spoke in the support of the PEP and the homebuying opportunity the resulting development would provide her and encouraged the Commission to approve the PEP.

Sam Liu spoke in support of the PEP and added suggestions for improving it and proposed that a California Environmental Quality Act review be conducted during the PEP process.

Joanne Lo, resident of Sunnyvale, spoke in support of the PEP and expressed her interest in the PEP's completion in one to two years.

David Pomeroy spoke about the benefits of village centers, encouraged Sunnyvale residents to patronize them, and encourage staff and the Commission to expedite the PEP process for the community's immediate benefit.

Glenn Hendricks, City Councilmember speaking on his own behalf, explained that the PEP is a product of his experience with community members expressing their interest in providing input on a proposed project at the outset.



Vice Chair Simons asked Councilmember Hendricks to provide his feedback on expanding the PEP to include the entire village center. Councilmember Hendricks stated that he supports staff's suggestion to keep the focus on the previously identified properties but gather feedback on their entire village center. Councilmember Hendricks added that every property in Sunnyvale is unique and it is possible that if needed, the City Council may provide feedback to staff that modifies the PEP.

Ms. Beniston presented additional information about the proposed plan.

Commissioner Harrison confirmed with Ms. Beniston that she and her firm have experience performing community outreach with other government organizations and asking the community tradeoff analysis questions, for example.

Chair Howard closed the Public Hearing.

MOTION: Vice Chair Simons moved and Commission Olevson seconded the motion for Alternative 2 – Recommend that City Council Approve the Public Engagement Program with the following modifications and find that this action is exempt from CEQA pursuant to CEQA Guidelines Section 15262 (feasibility and planning studies) and Section 15061(b)(3) (common sense exemption).

1. Specify that the community input include all possible parts of the village center;
2. Specify that community input is sought on a shade plan related to the pedestrian plan; and
3. Specify that at least one of the community outreach meetings is Planning Commission facilitated.

Vice Chair Simons stated that a Planning Commission-led community outreach meeting was useful in developing the Downtown Specific Plan and that he wants community input on shade and pedestrian plans to ensure that they are not missed.

Chair Howard confirmed with Vice Chair Simons that he envisions the Planning Commission-led outreach meeting to involve just the neighborhood and be limited to comments only to just the Planning Commission.

Commissioner Olevson stated that he views the PEP as a process improvement for collecting input before a proposed project is formalized. He commented that he hopes staff incorporates the development ideas that have been proposed so far for

the identified properties to be included in the PEP and that the PEP is a method to collectively invest in the City long term, and encouraged the Commissioners to support the motion.

Chair Howard summarized the motion.

Commissioner Harrison stated that she will support the motion and stated that she believes that the community feedback gathered should not be used if it is outdated once a part of the village center not identified in the PEP is ready to proceed with re-development. She added that she is pleased to consider the first village center PEP.

Chair Howard asked staff asked shade and pedestrian plans fit within the scope of the PEP. Assistant Director Miner stated that staff would review it to determine how it can be incorporated. Vice Chair Simons clarified that he only seeks public input on shade and pedestrian plans.

Chair Howard stated that he will support the motion.

The motion carried by the following vote:

**Yes: 6 -** Chair Howard  
Commissioner Olevson  
Commissioner Rheaume  
Commissioner Harrison  
Commissioner Weiss  
Vice Chair Simons

**No: 0**

**Recused: 1 -** Commissioner Howe

Assistant Director Miner stated that this recommendation will be forwarded to the City Council for consideration at the Tuesday, July 30, 2019 meeting.

**From:** [Planning AP](#)  
**To:** [PlanningCommission AP](#)  
**Cc:** [Cindy Hom](#)  
**Subject:** FW: Fremont Corners Public Outreach Plan  
**Date:** Monday, July 08, 2019 7:09:07 AM

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**From:** Richard Mehlinger  
**Sent:** Saturday, July 6, 2019 7:30 AM  
**To:** Planning AP <[planning@sunnyvale.ca.gov](mailto:planning@sunnyvale.ca.gov)>  
**Subject:** Fremont Corners Public Outreach Plan

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Planning Commission,

I am urging you to approve a public outreach plan to take no longer than a year for the proposed development at Fremont Corners. We are, as you are all well aware, in the midst of a severe housing crisis. Delaying the construction of much needed housing by three years, as staff proposes, in a location already envisaged for a village center, is simply unacceptable.

Furthermore, there is increasing evidence that lengthy public feedback processes privilege the most reactionary voices while excluding those most in need of new housing. See e.g. [https://m.huffingtonpost.co.uk/entry/cities-fight-baby-boomers-to-address-housing-crisis\\_n\\_5d1bcf0ee4b07f6ca58598a9#click=https://t.co/8HBac411Kd](https://m.huffingtonpost.co.uk/entry/cities-fight-baby-boomers-to-address-housing-crisis_n_5d1bcf0ee4b07f6ca58598a9#click=https://t.co/8HBac411Kd).

A year is more than enough time to gather the necessary input for this project to move forward. Let us move with the urgency that this crisis demands.

Sincerely,  
Richard Mehlinger

**From:** [Karen Schlessner](#)  
**To:** [PlanningCommission AP](#)  
**Subject:** Support for Fremont Corners Village Center PEP  
**Date:** Sunday, July 07, 2019 5:14:44 PM

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ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Planning Commissioners,

I am very excited to see progress start on the Fremont Corners Village Center. While I live in the Encinal Park area a couple miles away, I have family just a few blocks from this site and am very familiar with the neighborhood. Reactivating and modernizing this corner will be a boon for the neighborhood and the city as a whole.

Please approve a Public Engagement Plan that is swift and efficient. Most of us recognize the urgent need for more homes in our area. Delays that suppress housing development have a tangible effect on families in our community. I'm proud that Sunnyvale has been a leader on getting housing approved *and* built in the bay area. I hope we can continue that example with this project.

Thank you for your time and leadership.

Sincerely,  
Karen Schlessner  
1000 Escalon Ave.

**From:** [Julia Liu](#)  
**To:** [PlanningCommission AP](#)  
**Subject:** Support for Fremont Corners Village Center PEP  
**Date:** Sunday, July 07, 2019 7:19:22 PM

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Dear Planning Commissioners,

I am very excited to see progress start on the Fremont Corners Village Center. Reactivating this site will be great for the city. Please approve a Public Engagement Plan that is swift, so that we don't get bogged down in endless process that could delay or prohibit actual development on the site.

We have a housing crisis where people like our children who grew up here and others such as teachers, police officers, fire fighters, city staff, etc can't find decent places to live. This Village Center is the first for our city and we need to get it moving (and completed) so we can learn from the process for the other planned Village Centers.

Thank you for your leadership.

Regards,  
Julia Liu and Raymond Lee, 798 Trenton Dr. Sunnyvale 94087

**From:** [Planning AP](#)  
**To:** [PlanningCommission AP](#)  
**Cc:** [Cindy Hom](#)  
**Subject:** FW: Fremont Corners Public Outreach Plan  
**Date:** Monday, July 08, 2019 7:09:07 AM

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Furthermore, there is increasing evidence that lengthy public feedback processes privilege the most reactionary voices while excluding those most in need of new housing. See e.g. [https://m.huffingtonpost.co.uk/entry/cities-fight-baby-boomers-to-address-housing-crisis\\_n\\_5d1bcf0ee4b07f6ca58598a9#click=https://t.co/8HBac411Kd](https://m.huffingtonpost.co.uk/entry/cities-fight-baby-boomers-to-address-housing-crisis_n_5d1bcf0ee4b07f6ca58598a9#click=https://t.co/8HBac411Kd).

A year is more than enough time to gather the necessary input for this project to move forward. Let us move with the urgency that this crisis demands.

Sincerely,  
Richard Mehlinger

**From:** Kat Wortham

**Sent:** Monday, July 08, 2019 9:52 AM

**To:** Cindy Hom <[CHom@sunnyvale.ca.gov](mailto:CHom@sunnyvale.ca.gov)>

**Subject:** July 8 Planning Commission Hearing - Agenda Item 2

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Ms. Hom,

My name is Kat Wortham and I am a resident at 125 Connemara Way, Sunnyvale, CA 94087. I am a two minute walk from the proposed development site.

The Fremont Corners Shopping Center is a chance for appropriately dense housing in an area that doesn't currently have many apartment rental options. As a current resident, I frequently utilize the services currently present at the Fremont Corners Shopping Center. I'd like to see these shops and restaurants kept and integrated into a mixed-use development that fills the need for more housing in the area with a vibrant community that will serve the residents who already live in the surrounding area. I would also like to encourage the speedy process of this plan. As construction and labor costs seem to outpace the timeline for development in the greater Bay Area, I'd like to also voice my concern for the process of creating a public engagement plan to move quickly. It is imperative that we are building housing in our region, but that is impossible to do as the costs of building outpace how quickly entitlements can be granted or developments can be built.

Thank you.

Best regards,

Kathleen Wortham

**From:** [Julia Liu](#)  
**To:** [PlanningCommission](#)  
**Subject:** [Support for Fremont Corners Village Center PEP](#)  
**Date:** Sunday, July 07, 2019 7:19:22 PM

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Dear Planning Commissioners,

I am very excited to see progress start on the Fremont Corners Village Center. Reactivating this site will be great for the city. Please approve a Public Engagement Plan that is swift, so that we don't get bogged down in endless process that could delay or prohibit actual development on the site.

We have a housing crisis where people like our children who grew up here and others such as teachers, police officers, fire fighters, city staff, etc can't find decent places to live. This Village Center is the first for our city and we need to get it moving (and completed) so we can learn from the process for the other planned Village Centers.

Thank you for your leadership.

Regards,  
Julia Liu and Raymond Lee, 798 Trenton Dr. Sunnyvale 94087





# City of Sunnyvale

## Agenda Item

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19-0715

Agenda Date: 7/30/2019

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### REPORT TO COUNCIL

#### SUBJECT

Recommendation to City Council on Adopting the Vision Zero Plan

#### SUMMARY OF COMMISSION ACTION

The Bicycle and Pedestrian Advisory Commission considered this item on June 20, 2019.

The Bicycle and Pedestrian Advisory Commission voted to approve Alternative 2: Recommend to City Council to Adopt the Vision Zero Plan (VZP) with modifications. The modifications were to recommend that City Council prioritize the following Vision Zero Program Initiatives identified in the report:

- A.1 Vision Zero Task Force - Convene an interdisciplinary Vision Zero Task Force to oversee plan implementation and coordinate projects and programs across City departments.
- A.2 Dedicated Funding - Identify a permanent, dedicated funding source for Vision Zero implementation and coordination.

The vote was 7-0.

Public Comment letters are provided in Attachment 4 to the report.

#### PUBLIC CONTACT

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

#### ALTERNATIVES

1. Adopt the Vision Zero Plan.
2. Adopt the Vision Zero Plan with modifications.
3. Do not adopt the Vision Zero Plan.
4. Other action as directed by Council.

#### STAFF RECOMMENDATION

Alternative 1: Adopt the Vision Zero Plan.

The Bicycle and Pedestrian Advisory Commission voted unanimously for Alternative 2: Recommend to City Council to adopt the VZP with modifications. The modifications were to recommend that City Council prioritize Strategies A.1 and A.2 in the VZP.

Since BPAC did not provide specific recommendations to City Council on how to prioritize the two strategies (i.e., who shall be included in the task force or how much funding the City Council shall dedicate to implement these two strategies), City staff are unable to include the details in the recommendations. However, as part of the VZP, Strategies A.1 and A.2 are already identified as short-term actions which could be implemented within 2 years. The key partners are also included in the VZP. Therefore, City staff's recommendation is Alternative 1: Adopt the Vision Zero Plan, without the modifications made by the Bicycle and Pedestrian Advisory Commission. Funding for Vision Zero implementation could be accomplished by incorporating the VZP recommendations in the Capital Improvement Program for enhanced or new capital projects.

Prepared by: Ralph Garcia, Senior Transportation Engineer

Reviewed by: Chip Taylor, Director of Public Works

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

### **ATTACHMENTS**

1. Report to Bicycle and Pedestrian Advisory Commission, 19-0298, June 20, 2019 (without attachments)
2. Draft Vision Zero Plan

### **Additional Attachments for Report to Council**

3. Excerpt of Draft Minutes of the Bicycle and Pedestrian Advisory Commission Meeting of June 20, 2019
4. Public Comment Letters



# City of Sunnyvale

## Agenda Item

19-0298

Agenda Date: 6/20/2019

### REPORT TO BICYCLE AND PEDESTRIAN ADVISORY COMMISSION

#### **SUBJECT**

Recommend to the City Council for Adoption of the Vision Zero Plan

#### **BACKGROUND**

Vision Zero is a strategy to eliminate all traffic fatalities and severe injuries, while increasing safe, healthy, equitable mobility for all. It was first implemented in Sweden in 1997 when the country adopted a national transportation policy to establish a goal of eliminating fatalities or serious injuries as a result of a traffic collisions. Since 2014, Vision Zero has been building momentum in the United States. As of January 2018, 35 U.S. cities have committed to Vision Zero, including cities in Northern California such as San Francisco, San Mateo, San Jose and Fremont.

As the Vision Zero initiatives have been adopted by other cities, the Bicycle and Pedestrian Advisory Commission (BPAC) sponsored Study Issue DPW 16-01 to Develop a Vision Zero Plan (VZP). In FY 2015/16, Council approved Study Issue DPW 16-01 - Develop a Vision Zero Plan -Total Elimination of Traffic Fatalities, which subsequently became Budget Supplement No. 9 as part of the FY 2016/17 Budget to provide \$150,000 in funding for the development of a VZP. The primary goal of the VZP is to develop strategies and actions that will help select programs and projects to reduce traffic injuries and fatalities in the City. Creation of this type of plan requires a holistic view of traffic safety/solutions with the assumption that fatalities are preventable, that people make mistakes, and that the transportation system should be designed to reduce the frequency and severity of the mistakes. These strategies and actions could range from programmatic initiatives, to safety improvements in roadway design, to changes in policies, to education campaigns, to providing alternatives to driving.

The VZP summarizes the City's traffic safety data from 2012 through 2017, identifies possible factors for each type of traffic collision and priority project locations, provides potential mitigation measures for the various types of traffic collisions and priority project locations, and developed overall recommended strategies and actions to reduce traffic injuries and fatalities in Sunnyvale. Input from the community including the Department of Public Safety, Sunnyvale Schools, and other public agencies (Caltrans, VTA, Santa Clara County), was sought to ensure the development of a comprehensive plan.

#### **EXISTING POLICY**

**Resolution 793-16 Complete Streets Policy (and Resolution 896-18 amendment to 793-16):** the City...wishes to improve its commitment to Complete Streets and desires that its streets form a comprehensive and integrated transportation network promoting safe, equitable, and convenient travel for all users while preserving flexibility, recognizing community context, and using the latest and best design guidelines and standards.

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

- **Goal A: Coordinated Regional and Local Planning** - Protect the quality of life, the natural environment, and property investment, preserve home rule, secure fair share of funding, and provide leadership in the region.
- **Goal B: Coordinated Regional and Local Planning** - Support the sustainable vision by incorporating sustainable features into land use and transportation decisions and practices.
- **Goal C: An Effective Multimodal Transportation System** - Offer the community a variety of transportation modes for local travel that are also integrated with the regional transportation system and land use pattern. Favor accommodation of alternative modes to the automobile as a means to enhance efficient transit use, bicycling, and walking and corresponding benefits to the environment, person-throughput, and qualitative improvements to the transportation system environment.

The City does not currently have a Vision Zero Plan or Policy.

### **ENVIRONMENTAL REVIEW**

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

### **DISCUSSION**

The VZP was developed through analysis of current collision records, traffic count data, and an inventory of existing transportation facilities. In addition, the project team has sought input through community outreach events and a focus group. The stakeholders who attended the focus group included School Districts, Santa Clara County of Public Health, Santa Clara Valley Transportation Authority, Sunnyvale Department of Public Safety, and the Sunnyvale Planning Division. The public and focus group provided input on existing safety challenges in Sunnyvale and recommendations for transportation safety solutions.

The collision analysis information and the input obtained through community outreach events and the focus group were used to develop the following components of the plan: Collision Trends, the High Injury Network (HIN), Collision Profiles, a Countermeasure Toolbox, a list of Priority Project Locations, and Implementable Actions. The Collision Trends, HIN, and Collision Profiles help the City understand the “who, what, when, where and why” collisions result in fatalities or serious injuries. The Countermeasure Toolbox, ten Priority Project Locations, and the Implementable Actions provide the City with recommendations to improve traffic safety throughout the City.

A description of each of these components and the results of the analysis are as follows:

- **Collision Trends** - The data between 2012 and 2017 showed that, Sunnyvale’s Daily Vehicle Miles Traveled (VMT) increased by 9%, while the total number of collisions decreased, resulting in a decrease in the collision rate (collisions per 1,000 VMT) by 37%. The analysis in the report itself focused on 2012 through 2016 and also showed the following collision trends:
  - There were 6,244 total collisions with 91 resulting in a fatal or severe injury collision
  - 11% of fatal or severe injury collisions involved a driver under the influence of alcohol or

---

drugs

- 72% of fatal or severe injury collisions involving pedestrians occurred at intersections
  - 60% of fatal or severe injury collisions occurred on roadways with speed limits greater than 35 mph
  - 10% of total collisions involved bicyclists or pedestrians; however, 56% of fatal or severe injury collisions involve a bicyclist or pedestrian
  - Sunnyvale residents 60 years of age or older represent 20% of the total population but are involved in 40% of the fatal or severe injury pedestrian collisions
- High Injury Network (HIN) - The analysis showed that 60% of the fatal or severe injury collisions occurred on 7% of Sunnyvale's roadway network. Most of the HIN is comprised of major roadways throughout the City including El Camino Real, Mathilda Avenue, Sunnyvale-Saratoga Road, Fair Oaks Avenue, and Wolfe Road. The HIN also consists of segments of the following roadways: Lawrence Expressway, Central Expressway, Homestead Road, Fremont Avenue, Evelyn Avenue, Mary Avenue, Bernardo Avenue, Maude Avenue, Moffett Park Drive, Duane Avenue, Hollenbeck Avenue, Olive Avenue, Henderson Avenue, Lakehaven Drive, Almanor Avenue, Alberta Avenue, and Old San Francisco Road.

Out of the total fatal and severe injury collisions involving pedestrians and bicyclists, 33% occurred on El Camino Real and 7% occurred on County Expressways.

- Collision Profiles - An aggregate of collision data was analyzed to develop ten collision profiles. The profiles are used to determine how fatal or severe injury collisions can be effectively addressed. The collision profiles include:
  - Walking or bicycling on expressway, arterial, or collector
  - Unmarked pedestrian crossing
  - Speed-related conflict
  - Left turn at signalized intersection
  - 60+ year old pedestrians at intersections
  - Influence of drugs or alcohol
  - Midblock bicycle conflict
  - Conflicting through movement at intersection
  - Children walking or biking near school

- 
- Red light violation at signalized intersection
  - Countermeasure Toolbox - Based on the collision analysis and trends, the factors leading to the fatal and severe injury collisions were identified. The next step was to develop a countermeasure toolbox that once implemented, could reduce fatal and severe injury collisions in the City. The improvements listed in the countermeasure toolbox are proven safety countermeasures as identified in national research reports and in resources such as the Federal Highway Administration (FHWA) *Guidance Memorandums on Promoting the Implementation of Proven Safety Countermeasures*, FHWA Crash Modification Factors (CMF) Clearinghouse, and American Association of State Highway and Transportation Officials (AASHTO) Highway Safety Manual (HSM). The items in the toolbox may be considered for implementation at any location throughout the City, and can be implemented either singularly or as part of a larger project. The toolbox consists of the following elements:
    - Roadway Design
      - Bulb-outs and Curb Extensions
      - Lane Reduction/Road Diet
      - Consolidated Driveways
      - Sidewalk gap closures
      - Roadway and Intersection Safety Lighting
    - Pedestrian Crossings
      - High Visibility Crosswalks with Advance Stop or Yield Lines
      - Marked Crossing
      - Pedestrian-Activated Crosswalk Warning Beacon
      - Pedestrian Hybrid Beacon
      - Pedestrian Refuge Island and Median
    - Bikeway Design
      - Bike Intersection Markings
      - Buffered Bike Lane
      - Green Pavement
      - Shared-use Trail and Bicycle Path
      - Protected Bikeway
    - Signs, Markings and Operation

- Modified Intersection Stop-control
- Parking Restriction at Intersections
- Turn Restriction
- Signal Timing and Phasing
  - Adaptive Pedestrian Signal System
  - Leading Pedestrian Interval
  - Pedestrian Countdown Signal Head
  - Protected Turn
  - Advance Dilemma-Zone Detection
  - Signal Timing and Phasing Improvements
- Speed Control
  - Vehicle Speed Feedback Sign
  - Reduced Speed School Zone
  - Speed Hump, Speed Table, and Raised Crosswalk
- Miscellaneous
  - Education
  - Enforcement
- Priority Project Locations - Based on the analysis of where fatal or severe injury collisions have occurred and locations identified through community input, ten priority project locations were chosen for a more detailed analysis. The safety issues were identified at each location along with potential collision countermeasures, as identified in the countermeasure toolbox. The ten locations include:
  1. El Camino Real between S. Mary Avenue and S. Mathilda Avenue
  2. El Camino Real between S. Taaffe Street and S. Fair Oaks Avenue
  3. El Camino Real, E. Fremont Avenue, and S. Wolfe Road
  4. Fair Oaks Avenue/Remington Drive between Iris Avenue and Manet Drive

5. El Camino Real between Henderson Avenue and Helen Avenue
6. N. Mathilda Avenue and W. Maude Avenue
7. N. Fair Oaks Avenue between Balsam Avenue and E. Taylor Avenue
8. Fremont Avenue between Sunnyvale Saratoga Road and Floyd Avenue
9. Homestead Road between Heron Avenue and Wolfe Road
10. Mary Avenue between Remington Drive and Fremont Avenue

The countermeasures recommended at these ten priority locations could also be applied to facilities with similar characteristics.

- Implementable Actions - Includes recommended strategies and actions to serve as a roadmap for the City to reduce fatal and severe injury collisions. These actions are organized into four action areas:
  - Vision Zero Program Initiatives and Evaluation - include Vision Zero promotion, integration of Vision Zero into other planning efforts, and improved Vision Zero data collection and program evaluation
  - Street Design and Operation - prioritize improvements listed in the toolbox on the HIN as the most targeted way to reach the goal towards zero traffic fatalities and severe injuries
  - Behavioral Change - encourage safe travel behaviors through outreach and education, enforcement, and providing alternatives to driving
  - Vulnerable Road Users - recognizing that younger and older people, people biking and walking are more vulnerable to severe traffic injuries and fatalities, the plan identifies different strategies for each of these groups of road users



The goal of the VZP is to reduce fatalities and serious injuries by 50 percent by 2029 and to continue improving traffic safety towards zero fatal and serious injury collisions in the ten years that follow. The City will continue to perform periodic review of collision analysis to ensure the City is working toward the VZP goal.

### **FISCAL IMPACT**

None for approving the VZP. Implementation of the recommended actions will be achieved through various projects that will be considered individually through the City's budget process.

### **PUBLIC CONTACT**

Public contact was made through posting of the Bicycle and Pedestrian Advisory Commission agenda on the City's official-notice bulletin board, on the City's website, and the availability of the agenda and report in the Office of the City Clerk.

Public outreach efforts also included the following:

- Two community workshops
- Two online surveys
- One focus group meeting with government agency representatives
- Two BPAC meetings
- Three community walking tours

### **ALTERNATIVES**

1. Recommend to City Council to Adopt the Vision Zero Plan.
2. Recommend to City Council to Adopt the Vision Zero Plan with modifications.
3. Do not recommend City Council to Adopt the Vision Zero Plan.
4. Other direction as provided by the Commission.

### **RECOMMENDATION**

Alternative 1: Recommend to City Council to Adopt the Vision Zero Plan.

Prepared by: Ralph Garcia, Senior Transportation Engineer

Reviewed by: Shahid Abbas, Transportation and Traffic Manager, Public Works

Reviewed by: Chip Taylor, Director, Public Works

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

### **ATTACHMENTS**

1. Reserved for Report to Council
2. Draft Vision Zero Plan






# Sunnyvale VISION ZERO







Photographs provided by the City  
of Sunnyvale and Fehr & Peers

Design & Layout by Fehr & Peers

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San Jose, CA 95113

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written consent of the City of  
Sunnyvale.



# ACKNOWLEDGEMENTS

Developing Sunnyvale's Vision Zero Plan has been a collaborative effort. It would not be as robust or reflective of community needs without the participation of a wide range of stakeholders. Thank you to the more than 400 community members who participated in the online survey and in-person workshops. Your input was invaluable in creating a successful Sunnyvale Vision Zero Plan. Thank you to the elected officials, Sunnyvale staff, Sunnyvale Bicycle and Pedestrian Advisory Commission, Santa Clara Valley Transportation Authority, and other Santa Clara County agencies and school districts that provided input during this process. Your feedback helped align this plan with local priorities, policies and existing programs.

## **Elected Officials**

Larry Klein, Mayor  
Russ Melton, Vice Mayor  
Glenn Hendricks, Councilmember  
Michael S. Goldman, Councilmember  
Gustav Larsson, Councilmember  
Nancy Smith, Councilmember  
Mason Fong, Councilmember  
Jim Griffith, Councilmember (Term ended in 2018)

## **City of Sunnyvale Staff**

Shahid Abbas, Transportation and Traffic Manager  
Ralph Garcia, Senior Transportation Engineer  
(Project Manager)  
Lillian Tsang, Principal Transportation Engineer  
Carmen Talavera, Senior Traffic Engineer  
Lieutenant Tracy Hern, Traffic Safety Unit  
Norma O'Connell, Safe Routes to School Coordinator  
Rosemarie Zulueta, Senior Planner  
Andrew Miner, Assistant Director Community  
Development Department  
Amber Blizinski, Principal Planner  
George Schroeder, Senior Planner

## **Sunnyvale Bicycle and Pedestrian Advisory Commission**

John Cordes, Chair  
Susan Bremond, Vice Chair  
Timothy Oey  
Scott Swail  
Kyle Welch  
Leia Mehlman  
Richard Mehlinger  
Catherine Barry (Term ended in 2018)  
Angela Rausch (Term ended in 2018)

## **Key Stakeholders**

Cupertino Union School District  
Santa Clara County of Public Health  
Santa Clara Valley Transportation Authority  
Santa Clara Unified School District  
Sunnyvale School District

## **Fehr & Peers Consultant Team**

Dana Weissman  
Matt Haynes  
Jesse Cohn  
Steve Davis  
Sara Sadeghi  
Victoria Caudullo  
Michelle Chung  
David Wasserman  
Thao Nguyen

Note: Throughout this plan, reference to the "City" refers to the Sunnyvale government.

# LETTER FROM THE CITY

To the Sunnyvale community,

Sunnyvale's Vision Zero Plan is a critical step towards eliminating citywide traffic fatalities and serious injuries. With this plan, we articulate a goal to reduce fatalities and serious injuries by 50 percent by 2029 and to continue improving traffic safety towards zero fatal and serious injury collisions in the ten years that follow. We see traffic collisions as preventable incidents that can be addressed, rather than accidents that cannot be avoided. We are willing to make some challenging decisions when traffic safety is at stake, and we are committed to monitoring our progress and continually adapting new ideas and lessons learned in support of Vision Zero.

As the region's innovative local economy continues to thrive, addressing traffic safety in Sunnyvale becomes even more important to ensure that all road users – pedestrians, bicyclists, transit users, drivers, and those with mobility impairments – can travel with safety, comfort, and ease, no matter their destination. Whether you are a resident of Sunnyvale, an employee working in Sunnyvale, a visitor making Sunnyvale your destination, or simply passing through, we are dedicated to providing you a safe multi-modal transportation network.

The City's approach to reaching Vision Zero is quantitative, collaborative and inclusive. The commitments outlined in this plan – and the priority projects the City will implement to achieve them – help to better connect and strengthen our community. Vision Zero builds on Sunnyvale's years of investment in transportation safety. Since 2012, Sunnyvale's collision rate has declined by 30 percent, and Sunnyvale now has fewer collisions than 80 percent of cities of comparable size in California. The City's commitment to this plan will further distinguish Sunnyvale as one of the safest in its class.

Thanks to the City Council's leadership, our community's participation in the planning process and the hard work of City staff, we have a Vision Zero Plan that will make our community safer well into the future.

Sincerely,

Kent Steffens, City Manager



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# A CALL TO ACTION TO MAKE SUNNYVALE'S STREETS SAFER

From 2012 through 2017, 25 people lost their lives when traveling on Sunnyvale's streets. They include individuals from all neighborhoods within Sunnyvale, and they cross geographic and demographic boundaries. These deaths resulted in tragic personal loss for family and friends and significantly impacted the Sunnyvale community.

Over half of the traffic related deaths involved people walking or bicycling. People walking and bicycling in Sunnyvale are disproportionately impacted in traffic collisions. Twelve percent of all trips in Sunnyvale are made on foot, but over 35 percent of collisions resulting in a fatality or serious injury involve a pedestrian. Two percent of all trips in Sunnyvale are made by bicycle<sup>1</sup>, but almost 20 percent of collisions resulting in a fatality or serious injury involve a bicyclist.

The annual number of collisions in Sunnyvale decreased by over 30 percent between 2012 and 2017, but collisions that involved a fatality or serious injury decreased by only 10 percent over that time period. The City's transportation planning efforts have made progress, but more still needs to be done to address safety in Sunnyvale.

In January 2016, the Sunnyvale City Council and Bicycle and Pedestrian Advisory Commission (BPAC) recognized the need for continued safety investment and committed to support Vision Zero through a Study Issue. The stated goal of the Study Issue was to develop a Sunnyvale Vision Zero Plan that "strives for the total elimination of traffic fatalities for all transportation modes." The City Council approved funding for the Plan in 2017.

Bicyclists and pedestrians involved in traffic collisions in Sunnyvale are **13 times** more likely to be killed or seriously injured than drivers involved in collisions.

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<sup>1</sup> 2012 California Household Travel Survey. Daily Mode Share, City of Sunnyvale (All Trip Purposes).



# ABOUT VISION ZERO

## What is Vision Zero?

Vision Zero sets an ambitious long-term goal to eliminate traffic fatalities and serious injuries, starting with an immediate commitment to reduce fatalities and serious injuries in the near term. Vision Zero programs are a departure from the status quo in several major ways:

1. Vision Zero takes a “safety first” approach, prioritizing traffic safety over other transportation considerations.
2. Vision Zero acknowledges that traffic deaths and serious injuries are preventable.
3. Vision Zero is a multidisciplinary approach that brings together a diverse set of stakeholders to address the complex problem of traffic safety.

Vision Zero began in Sweden in 1997, when the country adopted a national transportation policy that “the long-term goal of traffic safety is that nobody shall be killed or seriously injured as a consequence of traffic accidents.”<sup>2</sup> Since 2014, Vision Zero has been building momentum in the United States. Starting with New York City, Vision Zero policies have spread across American cities, adopted in both large cities like Chicago, Seattle, San Francisco and Los Angeles, as well as smaller jurisdictions like Boulder, Colorado; Durham,

North Carolina; and Somerville, Massachusetts. As of January 2018, 35 U.S. cities have committed to Vision Zero in a meaningful way, according to the national Vision Zero Network - a nonprofit organization working to define and advance Vision Zero in communities across the U.S. Sunnyvale is joining a global movement with a strong national network to help cities share best practices to improve roadway safety.

Early results are promising. In New York City, 2017 had the fewest traffic

fatalities on record, marking the fourth consecutive year of declining traffic deaths under New York City's Vision Zero program. Closer to home, Fremont, California has seen a 25 percent reduction in major traffic collisions in the first two years since adopting its Vision Zero Plan.<sup>3</sup> While progress has been made, cities recognize the road to zero will be long. Sweden's initial goal was to eliminate fatalities by 2020; the country has since adjusted their reduction target to 50 percent by 2020 and to zero deaths by 2050.

<sup>2</sup> Rosencrantz, H., Edvardsson, K., & Hansson, S. O. (2007). Vision zero—Is it irrational? *Transportation research part A: Policy and practice*, 41(6), 559-567.

<sup>3</sup> Vision Zero Network. Vision Zero 101: Approach for Mid-Sized Cities webinar. Delivered by Hans Larsen, Public Works Director, Fremont, California. September 20, 2017.

# Collisions, Not Accidents

The City of Sunnyvale commits to using the word "collision," not "accident." "Accident" implies that nothing could have been done to prevent an incident, while "collision" recognizes that these traffic incidents can be systemically addressed. In a 2014 letter to Federal Highway Administration staff, George L. Reagle, Associate Administrator for Motor Carriers at the U.S. Department of Transportation wrote:<sup>4</sup>

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Changing the way we think about events and the words we use to describe them affects the way we behave. Motor vehicle crashes occur "when a link or several links in the chain" are broken. Continued use of the word "accident" implies that these events are outside human influence or control. In reality, they are predictable results of specific actions...

The Federal Highway Administration has joined the National Highway Traffic Safety Administration in declaring that the word "accident" will no longer be used in materials we publish, in speeches or other statements, or in communications with the media and others.

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<sup>4</sup> Reagle, G.L. A Crash is Not an Accident. Federal Motor Carrier Safety Administration. March 4, 2014. <https://www.fmcsa.dot.gov/newsroom/crash-not-accident>

# Incorporating the E's into Vision Zero

Effective multimodal planning has long been associated with the five E's: Engineering, Education, Enforcement, Encouragement, and Evaluation. In recent years, planners have begun to incorporate two additional E's: Engagement and Equity. Together, these seven concepts are the backbone of multimodal transportation planning, and they can be applied to the Vision Zero context.



**Engineering:** Implementing infrastructure changes that improve safety for drivers, bicyclists, and pedestrians.



**Education:** Giving people the skills, knowledge and confidence to travel safely.



**Enforcement:** Applying regulations that manage speed and roadway behavior.



**Encouragement:** Creating a safety culture where people feel comfortable using the travel mode of their choice.



**Evaluation:** Tracking progress in reducing fatalities and serious injuries.



**Engagement:** Working closely with the community when identifying safety concerns and developing solutions.



**Equity:** Ensuring that solutions serve everyone in the community, particularly low-income and minority populations.

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# VISION STATEMENT & GUIDING PRINCIPLES

The City of Sunnyvale Vision Zero Plan reflects the City's commitment to reducing traffic fatalities and serious injuries. It is a road map for action and a tool for measuring progress towards the City's safety goals.

## Vision Statement

Sunnyvale Vision Zero is a community-driven and data-driven initiative to eliminate preventable traffic fatalities and serious injuries. In the coming years, Sunnyvale will aim to reduce collisions through improved transportation infrastructure and programming, achieving a **50 percent reduction in fatalities and serious injuries by 2029** and continued progress towards zero in the ten years that follow.

## Guiding Principles

The following principles guide the actions of the Sunnyvale Vision Zero Plan:

1. Traffic deaths are unacceptable and preventable.
2. Transportation options should be safe for all users, for all modes of transportation, in all communities, and for people of all ages and abilities.
3. Safety takes priority over efficiency.
4. Actions toward Vision Zero should embody a quantitative, collaborative, and equitable approach.
5. Human error is inevitable and unpredictable; the transportation system should be designed to anticipate error and minimize injury severity.
6. Speed is a fundamental predictor of collision severity survival. The transportation system should be designed for speeds that safely accommodate all modes of travel.
7. Ongoing evaluation should measure performance against the Sunnyvale Vision Zero Plan objectives.

# BUILDING ON PRIOR INVESTMENTS IN SUNNYVALE

The City of Sunnyvale is already working to increase the availability of safe and comfortable multimodal transportation choices for all residents, helping meet citywide goals to reduce carbon emissions, improve public health through increased physical activity, and improve quality of life for everyone. The Sunnyvale Vision Zero Plan builds on the City's past

and ongoing efforts to improve safety and multimodal access throughout the community.

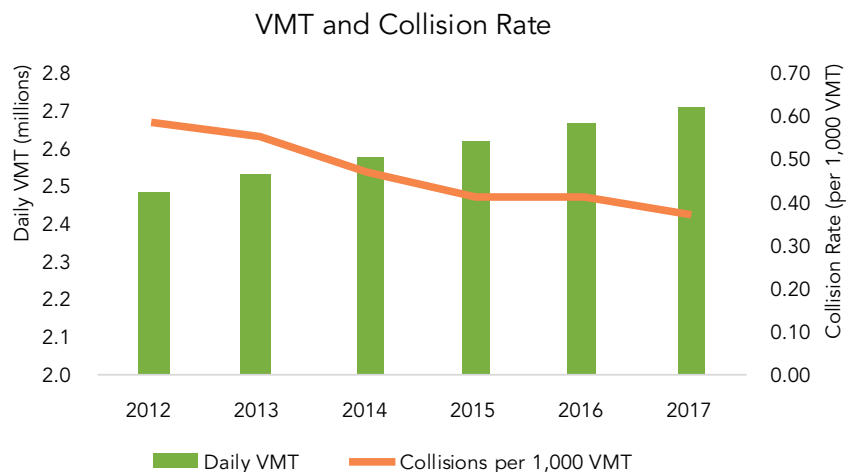
The City of Sunnyvale 2035 General Plan Land Use and Transportation Element (LUTE) states that the City will "provide safe access to city streets for all modes of transportation. Safety considerations of all transport modes shall

take priority over capacity considerations." With this pledge, the City recognizes its commitment to promote a healthy and safe environment through responsible stewardship of the transportation network. The adoption of Vision Zero makes the prioritization of safe travel for all modes a primary focus.

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Between 2012 and 2017, Sunnyvale's daily vehicle miles traveled (VMT) increased by **9%**, while the total number of collisions decreased. As a result, the collision rate (collisions per 1,000 VMT) decreased by **37%** between 2012 and 2017.

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Previous transportation investments have paid off; Sunnyvale has fewer collisions than 80 percent of cities of comparable size in California (120,000 to 160,000 population).<sup>5</sup> Sunnyvale's fatality crash rate of 2.8 annual traffic deaths per 100,000 population is substantially below the 9.2 rate for California and the 11.6 rate for the nation.<sup>6</sup> However, the City remains committed to eliminating fatal and serious injury collisions.

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<sup>5</sup> California Office of Traffic Safety. 2015 OTS Rankings.

<sup>6</sup> Insurance Institute for Highway Safety, Highway Loss Data Institute. 2016 General statistics state by state.





# Plans and Policies

The Sunnyvale Vision Zero Plan builds on the City's progress towards improving street safety through a range of transportation plans, design guidelines, and area plans. These City resources complement safety efforts by the County and State, including the Santa Clara County Valley Transportation Plan 2040, grade separations plans, and Complete Streets program.



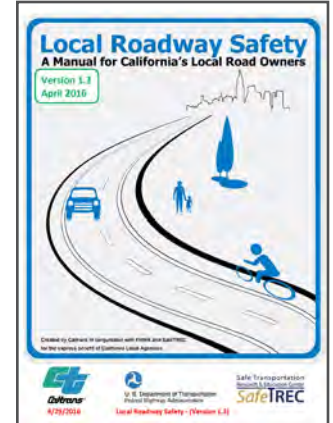
**Sunnyvale General Plan - Land Use and Transportation Element:** Updated in 2017, promotes safe streets and healthy living for all users. These policies support multimodal infrastructure improvements that address bicycle and pedestrian safety, convenience and connectivity. The General Plan's comprehensive, safety-oriented complete streets policy is further strengthened by a recently adopted City Council Resolution on complete streets.



**Sunnyvale Active Transportation Plan (ATP):** Includes the Sunnyvale Bicycle Master Plan, Safe Routes to School Plan, and Pedestrian and Safety Circulation Plan. Is currently being developed and will be completed in 2020. The ATP will identify priority bicycle and pedestrian projects and improvements that contribute towards reducing collisions involving pedestrians and bicyclists throughout Sunnyvale.

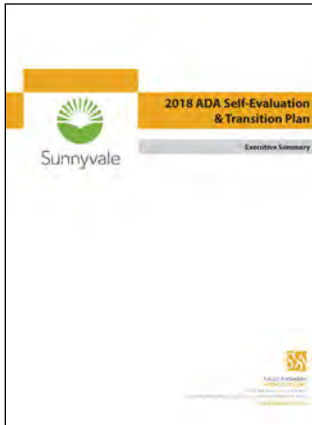


**Sunnyvale Climate Action Plan 1.0 and Climate Action Playbook 2.0:** Together include over 100 actions for reducing citywide greenhouse gas emissions, several of which relate to improving "sustainable circulation and transportation options." Specific actions cite improving the safety of bicyclists and pedestrians through roadway design and enforcement.



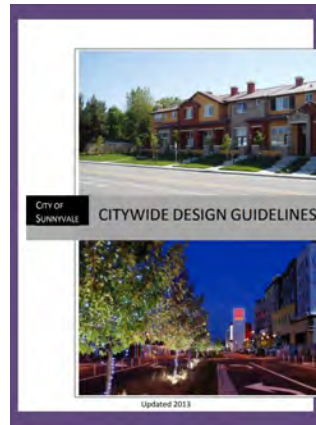
**Systemic Safety Analysis Report Program (SSARP):** Funded by California Department of Transportation (Caltrans), supports collision analysis, street safety issue initiation, and development of a list of systemic low-cost safety countermeasures that can be used in future statewide grant applications. Sunnyvale was awarded \$250,000 in SSARP funds in 2017 to implement this program.





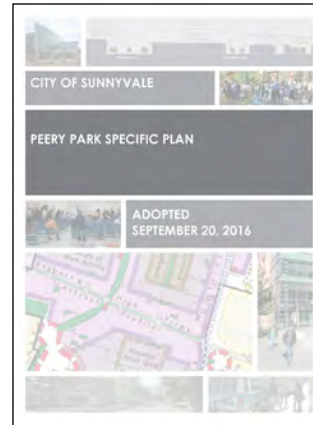
### **Sunnyvale Americans with Disabilities Act Self-Evaluation and Transition Plan (Draft):**

Focuses on ensuring access and usability for all persons with disabilities. It includes an ADA self-evaluation, a review of the City's ADA policies and practices, and a barrier assessment and remediation for public facilities.



### **Sunnyvale Design**

**Guidelines:** Including the citywide Design Guidelines, the Parking Structure Design Guidelines, and the Mixed-Use Development Toolkit, provide design guidelines for private developers to encourage safe site access, to create interesting and comfortable streetscapes, and to promote less dependence on cars.



### **Sunnyvale Specific, Precise, and Sense of Place Plans:**

Address multimodal transportation connectivity and safety through recommended streetscape improvements and intersection enhancements. Examples include the Fair Oaks Junction Sense of Place Plan, East Sunnyvale Sense of Place Plan, Downtown Specific Plan, Moffett Park Specific Plan, Peery Park Specific Plan, Lawrence Station Area Plan, and El Camino Real Corridor Specific Plan.



# Infrastructure Changes

The Sunnyvale Vision Zero Plan builds on the City's progress towards improving street safety through past and ongoing infrastructure projects.



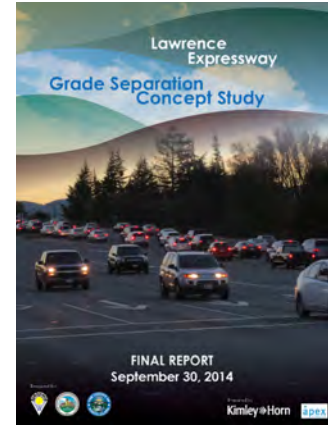
**Fair Oaks Bridge:** For more than four years, the City has been working with the community and Caltrans towards rehabilitating the Fair Oaks Avenue Bridge. Located between Kifer Road and Evelyn Avenue, the bridge crosses over the Caltrain tracks and Hendy Avenue. Once complete, this safety enhancement project will maintain the same number of automobile lanes, add a new separated sidewalk on the east side of the bridge, and widen the bridge's existing bicycle lanes.



**Mary Avenue Overcrossing:** The Mary Avenue Overcrossing project will relieve north-south traffic congestion, improve multimodal access between Moffett Park and other areas, and support smart growth in the Moffett Park area. The project would provide a multimodal connection from Mary and Almanor avenues, over US-101, SR-237 and Moffett Park Light Rail Station to 11th Avenue and Discovery Way (formerly E Street) in Moffett Park.



**Bernardo Avenue Undercrossing:** The Bernardo Avenue Undercrossing project is a joint effort between the City of Sunnyvale and the City of Mountain View to provide a key pedestrian and bicycle connection to employment centers and VTA Light Rail in the northern section of each jurisdiction. The undercrossing will provide pedestrian and bicycle access between North Bernardo Avenue and South Bernardo Avenue under the Caltrain Railroad and Central Expressway.



**Lawrence Expressway Grade Separation Project:** The purpose of the Lawrence Expressway Grade Separation Project is to identify potential improvements along the Lawrence Expressway at the intersections of Reed Avenue/ Monroe Street, Kifer Road, and Arques Avenue that will address existing and future traffic congestion in the study area. The proposed concepts (2014) have been evaluated based on safety benefits associated with eliminating conflict points at existing intersections and improved pedestrian and bicycle safety.



**Mathilda Avenue Improvements:** The project reconfigures the US 101 and SR 237 interchanges with Mathilda Avenue, including modification to on- and off-ramps; removal, addition, and signalization of intersections; and provision of new left-turn lanes. In addition, the project will modify bicycle and pedestrian facilities, street lighting, ramp metering, signage, and light rail crossing facilities.

**Green Bike Lanes:** Green bike lanes are being implemented at bicycle-vehicle conflict points across Sunnyvale. The treatment improves bicyclist visibility and reduces conflicts between bicyclists and vehicles.

**Caltrain Grade Separations Feasibility Study:** Caltrain Grade Separations at Mary and Sunnyvale Avenues will reduce existing congestion and queuing associated with crossing gate downtime, improve safety for all modes of travel, enhance pedestrian and bicycle access, and reduce noise. The project will identify a preferred alternative for each project location and complete a 15% design drawing.

## GREEN INFRASTRUCTURE INITIATIVE

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Sunnyvale is currently developing a citywide Green Infrastructure Plan. Green infrastructure includes trees, rain gardens, and infiltration planters that slow the course of runoff and filter it naturally before it reaches major waterways and sensitive plant and animal life. Vision Zero projects may provide an opportunity for green infrastructure improvements. For example, curb extensions or bulb outs may be constructed with planters for trees and other vegetation.

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# BUILDING BLOCKS OF VISION ZERO IN SUNNYVALE

The City of Sunnyvale sets a framework for Vision Zero efforts using two primary sources: **community feedback** and **collision records**. Public comments received through meetings, workshops, online surveys and walking tours, combined with a review of historic collisions within Sunnyvale, enabled the development of a robust set of recommendations that address safety concerns.





# Community Engagement

The City led a robust engagement effort to obtain input from community members on their perceptions of traffic safety in the City of Sunnyvale. All community members were invited to participate, and the community responded overwhelmingly with over 3,000 comments identifying safety concerns at specific locations and preferred safety countermeasures. The input from the community helped verify the results of the safety analysis and identify additional safety concerns not identified through the collision data. Community engagement efforts to develop the Sunnyvale Vision Zero Plan included:

## **Community Workshops:**

Community members participated in two workshops where they shared feedback on their current traffic safety concerns and their preferred approaches to improving the safety of Sunnyvale's roadways.

**Online Surveys:** Community members contributed to two online surveys. In the first online survey, they indicated how they travel within Sunnyvale and highlighted their safety concerns; in the second online survey, they identified their preferred safety improvements at the 10 priority project locations.

**Webmap:** Community members identified their location-specific safety concerns on the project webmap, sharing what feels unsafe about the locations and their ideas for improvements.

**Walking Tours:** Community members toured three priority project locations and provided feedback on the proposed street designs.

**Bicycle and Pedestrian Advisory Commission (BPAC):** Members of the Sunnyvale BPAC shared their feedback on the

planning process during two public commission meetings.

**Vision Zero Focus Group:** An interdisciplinary focus group provided comments on the Sunnyvale Vision Zero planning process during one meeting. The group included the Sunnyvale Planning Department and Department of Public Safety, Santa Clara County of Public Health, Santa Clara Valley Transportation Authority, Sunnyvale School District, and the Cupertino Union and Santa Clara Unified School Districts.

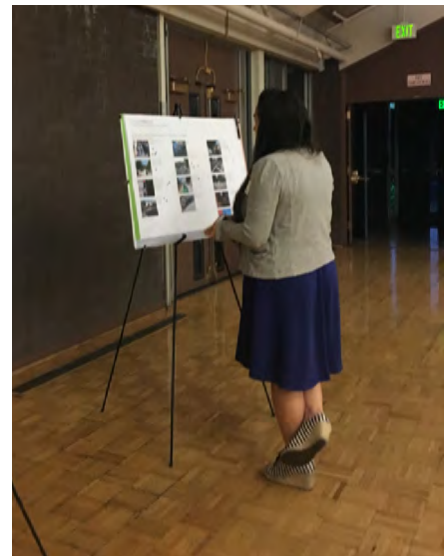
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*"A neighborhood parallel bike path or a dedicated bike lane in the parking spaces should be a focus as Fair Oaks is currently too dangerous for cyclists."*  
– Online survey comment related to Fair Oaks Avenue between Balsam Avenue and East Taylor Avenue

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Bicycle infrastructure and pedestrian crossing enhancements were the most requested improvements during the April 2018 workshop.



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*"There are a large number of pedestrians that gather at Pastoria Avenue and [El Camino Real] at school commute times. They overflow [the] intersection. A bulb out would be helpful. Also, many people whip around this intersection making right turns and risk pedestrian safety... Protecting bike commuters through here is important for the same reasons."* – Online survey comment related to El Camino Real between S. Mary Avenue and S. Mathilda Avenue

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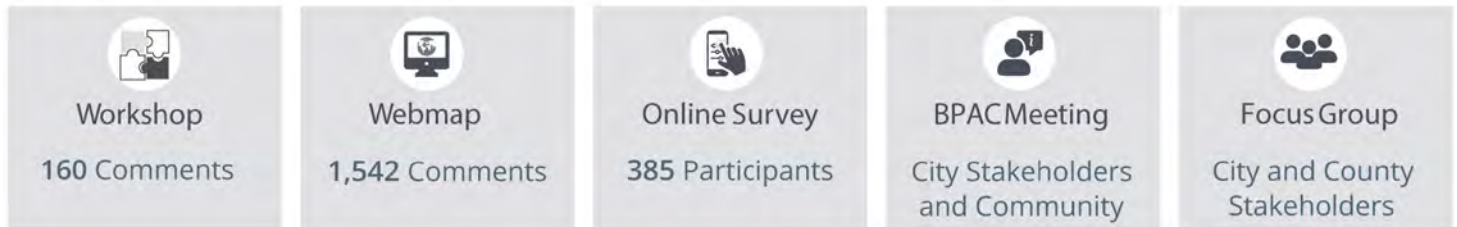
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*"Narrower lanes is the best way to slow down traffic and encourage drivers to pay better attention. Green and buffered bike lanes will remind drivers to look out for bikes and pedestrians and not just automobiles. Green bike lanes in conflict zones or separated bike ways may make it easier to merge into turn lanes for bikers."* – Online survey comment related to Fremont Avenue between Sunnyvale-Saratoga Road and Floyd Avenue

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# COMMUNITY ENGAGEMENT APPROACH

## Phase 1 - Fall 2017

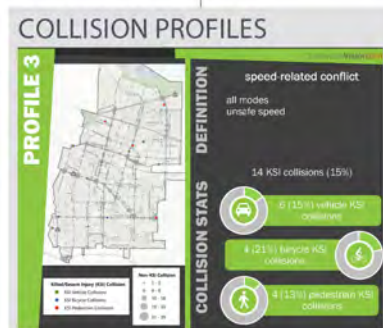
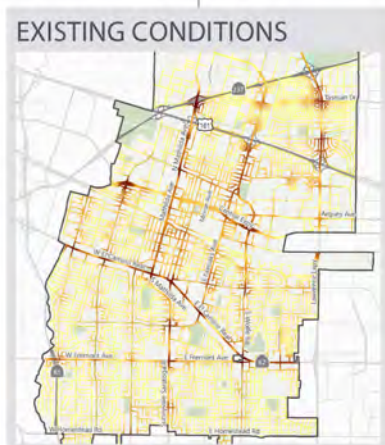


[ How and where you travel ]

[ Your travel safety concerns ]

[ Where the City can help make your trip safer ]

[ How the City can help make your trip safer ]




**58%** of survey respondents **walk for transportation** purposes at least once a week

**66%** of survey respondents said **safety affects the mode of transportation** they choose for travel

**82%** of survey respondents report that **driving is their primary mode of transportation**




Phase 2 - Spring 2018




Workshop

153 Comments



Online Survey


75 Participants



BPAC Meeting

City Stakeholders and Community

Phase 3 - Fall 2018



Walking Tours

3 Priority Project Locations



11% of webmap comments and 24% of survey responses included speeding concerns

7% of webmap comments related to red light violations

Workshop and BPAC participants highlighted pedestrian safety concerns along El Camino Real

- Workshop participants voted for their top three safety enhancements:
- Adding sidewalk connectivity or sidewalk widening
  - Adding bicycle lanes
  - Adding left-turn traffic signals and signal coordination



# Data-Driven Process

The City investigated collision records on local roadways and expressways from the five most recent years available (2012 to 2016)<sup>7</sup> to describe historic collision trends and identify high-risk locations. This information acts as a primary resource for the Sunnyvale Vision Zero Plan, providing the underlying data to support key analyses. The data-driven process included:

**Collision Trends:** Review collision statistics to evaluate when, where, and why collisions occur and who is involved.

**High Injury Network:** Identify corridors with the highest concentrations of fatal and serious injury collisions.

**Collision Profiles:** Combine different collision factors to identify 10 prevalent collision types.

## Countermeasure Toolbox:

Based on national research, identify effective countermeasures and pair them with applicable collision profiles.

## Priority Project Locations:

Select 10 priority project locations based on collision density and community verification.

## COLLISION TRENDS

A review of collision records helped the City understand the “who, what, when, where, and why” of traffic incidents, particularly for collisions resulting in fatalities or serious injuries. Throughout the Plan, the acronym KSI is used to denote collisions where someone was killed (K) or seriously injured (SI).



Sunnyvale saw **6,244** collisions between 2012 and 2016, including **91** KSI collisions



**72%** of pedestrian KSI collisions occurred at intersections



**7%** of all collisions and **4%** of KSI collisions occurred on expressways



**11%** of KSI collisions involved drivers under the influence of alcohol or drugs



**60%** of KSI collisions occurred on roadways with speed limits greater than **35** miles per hour



KSI collisions were most likely to occur in the late afternoon or early evening. **51%** of collisions occur between 3 PM and 9 PM.



Only **10%** of all collisions involved bicyclists or pedestrians, yet bicyclist and pedestrian collisions comprised **56%** of KSI collisions

<sup>7</sup> Source: Crossroads Collision Database Software.

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National research shows that children, seniors, low-income communities and people of color face a disproportionate burden when it comes to traffic fatalities and serious injuries. The City incorporated demographic information into the collision analysis to understand how some of these patterns play out locally.

Of these demographic considerations, people in Sunnyvale 60 years or older are overrepresented in fatal and serious injury pedestrian collisions. They make up **20%** of Sunnyvale residents but comprise over **40%** of KSI pedestrian collisions.

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## A FOCUS ON FATALITIES AND SERIOUS INJURIES



Focusing on fatal and serious injury collisions in Vision Zero acknowledges the outsized impact of these events. Improvements that target fatal and serious injury collisions help produce the greatest benefits to fulfill the City's commitments on health and safety.

The consequences of a fatality or serious injury can be measured in monetary costs, including medical bills, and in intangible costs, including physical pain and emotional suffering. According to the Highway Safety Manual (2016), the combined monetary and intangible cost of a fatal collision is estimated to be \$5.8 million for

victims and their families, and the cost of a collision resulting in serious injury is estimated to be \$300,000.<sup>8</sup> This means that, between 2012 and 2016, KSI collisions in Sunnyvale cost the community **\$142.8 million**, or **\$28.5 million** per year.



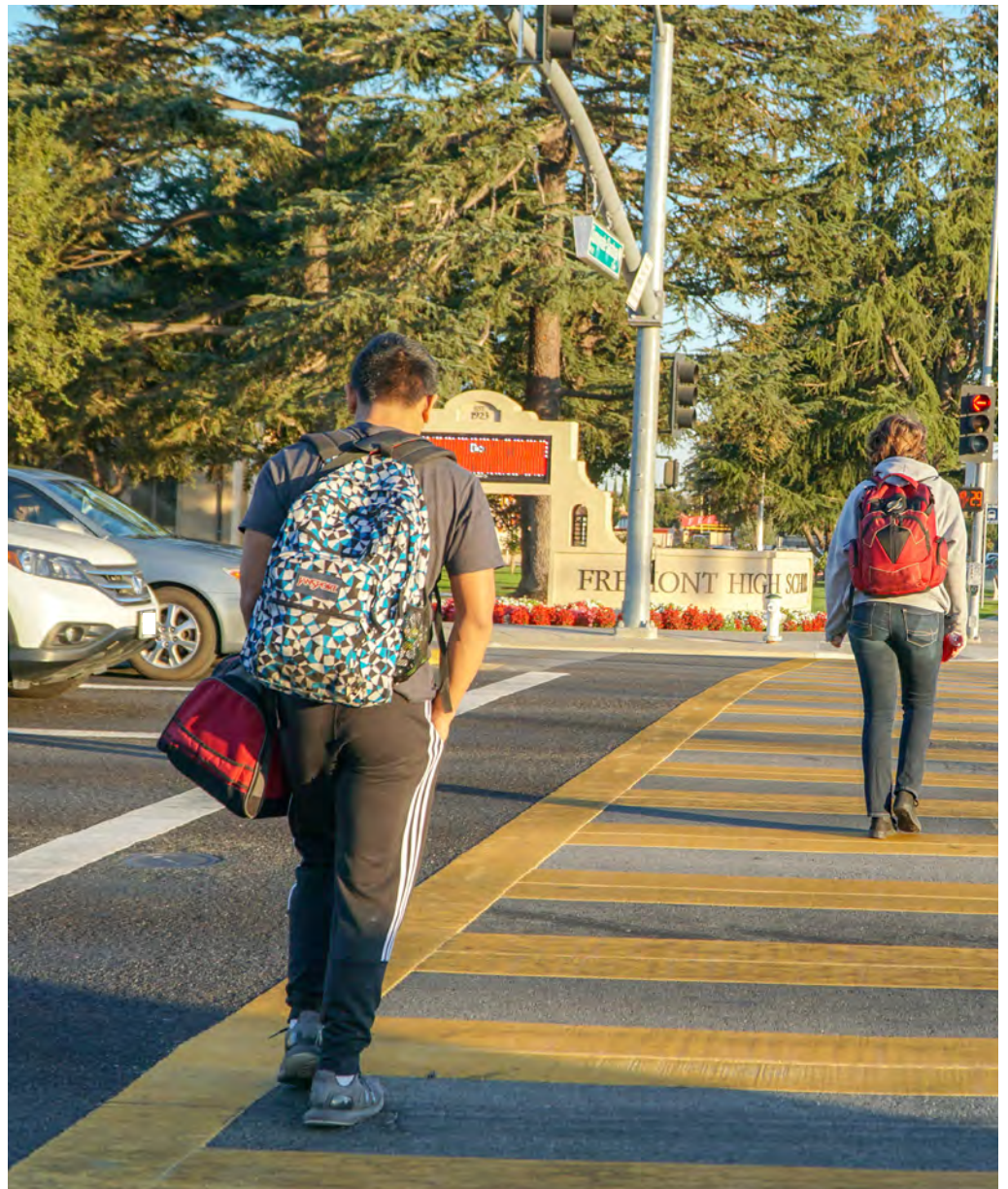
<sup>8</sup> Federal Highway Administration. 2018. Crash Costs for Highway Safety Analysis <https://safety.fhwa.dot.gov/hsip/docs/fhwasa17071.pdf>

The High Injury Network accounts for **60%** of KSI collisions on just **7%** of Sunnyvale's roadway network.

**20** of Sunnyvale's **27** public elementary, middle, and high schools fall within a quarter mile of the HIN.

## High Injury Network (HIN)

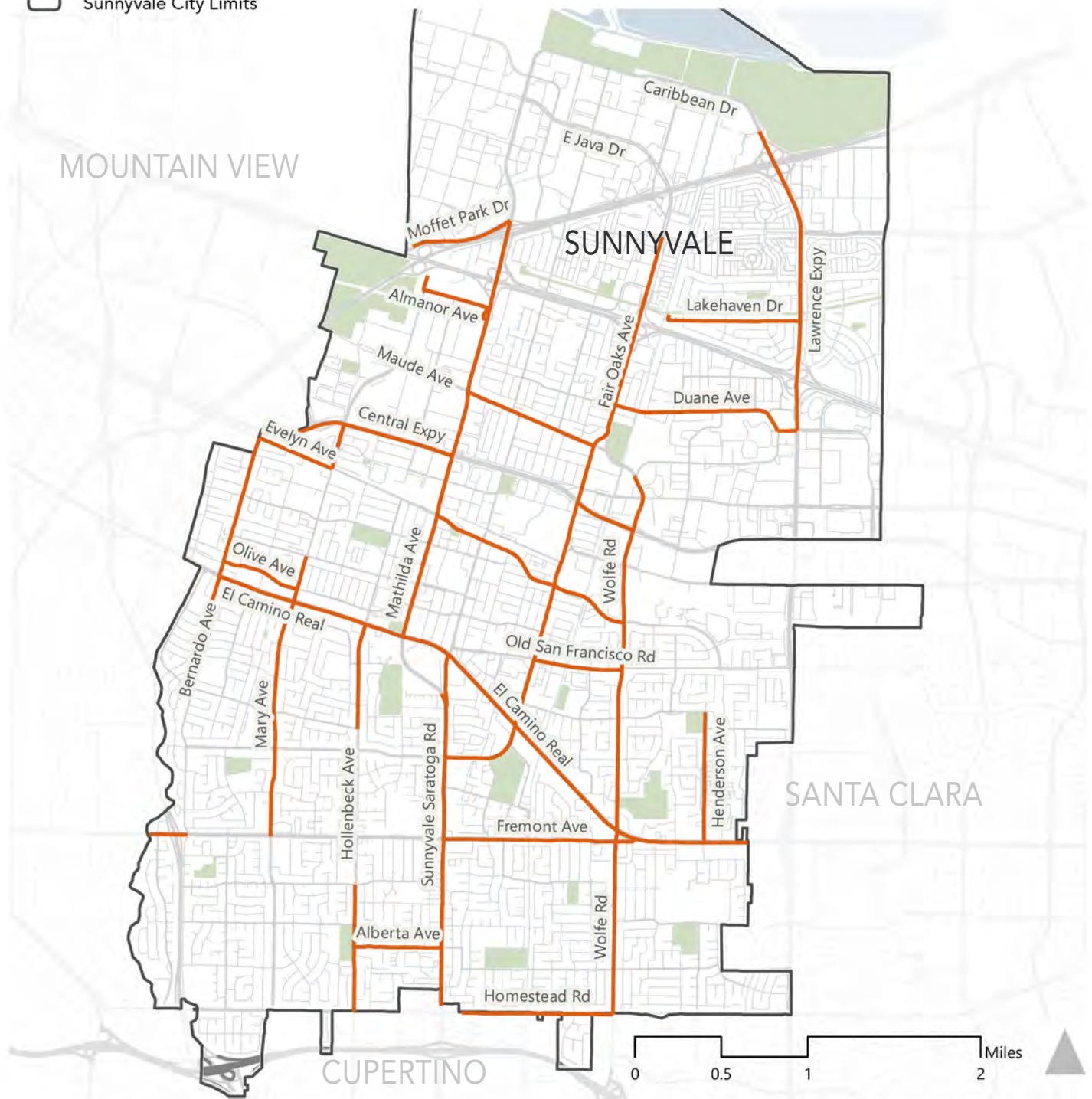
The High Injury Network (HIN) identifies the corridors with the highest levels of fatal and serious injury collisions for pedestrians, bicyclists and motorists. The majority of KSI collisions occurs on a small subset of Sunnyvale roadways. The HIN can help focus safety improvements on priority corridors where the most serious collisions happen with the highest frequency.





Note: Central Expressway and Lawrence Expressway are managed by the County; El Camino Real is managed by Caltrans (lighting and enforcement overseen by City of Sunnyvale).

- High Injury Network
- Sunnyvale City Limits



Source: City of Sunnyvale Crossroads Data, 2012-2016

## HIGH INJURY NETWORK (HIN)







# COUNTERMEASURE TOOLBOX AND COLLISION PROFILES

## Countermeasure Toolbox

The City has developed a toolbox of key countermeasures that could be used to implement safety projects. These countermeasures encapsulate engineering, education and enforcement strategies. Each countermeasure is summarized based on its efficacy, cost, and complexity.

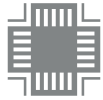
Efficacy indicates the countermeasure's ability to decrease serious and fatal collisions. High

efficacy countermeasures have a measurable effect based on national research and provide overall safety benefits at the given location. Medium efficacy countermeasures may improve user experience and compliance, and they are often more effective at addressing specific crash types under specific conditions. Low efficacy countermeasures result in a possible improvement, though research on their impacts is not available yet.

Cost refers to the capital cost to implement the countermeasure. Complexity summarizes the time or level of effort to plan and design how the countermeasure would be implemented.

Where efficacy, cost or complexity varies significantly based on countermeasure installation type or roadway context, "Based on Context" has been indicated.





## ROADWAY DESIGN



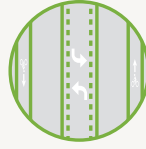
### BULB OUTS AND CURB EXTENSIONS

Raised devices that reduce the corner radius or narrow the roadway to reduce speeds of turning vehicles, improve sight lines, and shorten crossing distances.

**EFFICACY:** ● ● ○

**COST:** ● ● ○

**COMPLEXITY:** ● ○ ○



### LANE REDUCTION

Reduction in number of travel lanes, often paired with a center turn lane and/or bicycle lanes.

**EFFICACY:** ● ● ●

**COST:** ● ● ●

**COMPLEXITY:** ● ● ●



### CONSOLIDATED DRIVEWAYS

Removal of redundant driveways where multiple driveways provide access to one property.

**EFFICACY:** ● ○ ○

**COST:** ● ● ○

**COMPLEXITY:** ● ● ●



### SIDEWALK TO CLOSE GAPS

Construction of a new sidewalk that closes a gap between two existing sidewalks.

**EFFICACY:** ● ● ○

**COST:** ● ● ●

**COMPLEXITY:** ● ● ●  
(BASED ON  
CONTEXT)



### ROADWAY AND INTERSECTION SAFETY LIGHTING

Roadway and intersection lighting to make other road users or hazards more visible to drivers at night, thereby improving driver perception and reaction time.

**EFFICACY:** ● ● ●

**COST:** ● ● ●

**COMPLEXITY:** ● ● ○



## PEDESTRIAN CROSSINGS



### HIGH VISIBILITY CROSSWALKS WITH ADVANCE STOP OR YIELD LINES

Distinct pavement markings, such as ladder or continental, stamped or colored concrete, or a reflective inlay or thermoplastic tape to increase visibility of pedestrians crossing.

**EFFICACY:** ● ● ●

**COST:** ● ○ ○

**COMPLEXITY:** ● ○ ○



### MARKED CROSSING

New crosswalk at an unsignalized intersection where no marked crosswalk was previously striped, consistent with state guidance.

**EFFICACY:** ● ○ ○

**COST:** ● ○ ○

**COMPLEXITY:** ● ○ ○



### PEDESTRIAN-ACTIVATED CROSSWALK WARNING BEACON

Pedestrian-activated flashing beacons that highlight crosswalks and pedestrian crossing signs.

**EFFICACY:** ● ● ○

**COST:** ● ● ○

**COMPLEXITY:** ● ○ ○



### PEDESTRIAN HYBRID BEACON

Pedestrian-activated beacon that indicates to drivers that a pedestrian is in the crosswalk. An engineering study is used to determine whether installation of the beacon is warranted.

**EFFICACY:** ● ● ●

**COST:** ● ● ●

**COMPLEXITY:** ● ● ○



### PEDESTRIAN REFUGE ISLAND AND MEDIAN

Curbed sections in the center of the roadway that are physically separated from vehicular traffic. Raised medians or refuge islands shorten crossing distances across large, multi-lane roadways.

**EFFICACY:** ● ● ●

**COST:** ● ● ○

**COMPLEXITY:** ● ○ ○





## BIKEWAY DESIGN



### BIKE INTERSECTION MARKINGS

Striping on intersection approaches that provide clear delineation between the paths of through bicyclists and through or right-turning vehicles in the adjacent lane.

**EFFICACY:** ● ● ○

**COST:** ● ○ ○

**COMPLEXITY:** ● ○ ○



### BUFFERED BIKE LANE

Class II bike lane separated from vehicle lanes by a painted buffer, intended to reduce motor vehicle encroachment into the bike lane and increase bicyclist comfort and safety.

**EFFICACY:** ● ● ○

**COST:** ● ● ○

**COMPLEXITY:** ● ● ○



### GREEN PAVEMENT

Green markings, created with paint, epoxy, thermoplastic, or colored asphalt, that designate bike lanes, cycle tracks, bike boxes, bicycle conflict zones or intersection crossings. Higher efficacy can be achieved when green pavement is used in combination with other treatments.

**EFFICACY:** ● ○ ○  
(BASED ON  
CONTEXT)

**COST:** ● ● ○

**COMPLEXITY:** ● ○ ○



### SHARED-USE TRAIL AND BICYCLE PATH

Off-street path, either for exclusive use by bicyclists or by bicyclists and pedestrians, usually with minimal street crossings, and designated by signs and/or pavement markings. These are considered Class I bikeways by Caltrans.

**EFFICACY:** ● ● ●

**COST:** ● ● ●

**COMPLEXITY:** ● ● ●



### PROTECTED BIKEWAY

Exclusive bikeways that are located within or next to the roadway, but are separated from both the sidewalk and roadway by vertical barriers or elevation differences. These are considered Class IV bikeways by Caltrans.

**EFFICACY:** ● ● ● (BASED ON CONTEXT)

**COST:** ● ● ●

**COMPLEXITY:** ● ● ●



## SIGNS, MARKINGS & OPERATION



### MODIFIED INTERSECTION STOP-CONTROL

Modified stop-control at an intersection, such as new stop signs at an uncontrolled intersection or conversion of side-street stops to all-way stops, consistent with warrant guidance and design considerations.

**EFFICACY:** ● ● ●

**COST:** ● ● ○  
(BASED ON CONTEXT)

**COMPLEXITY:** ● ● ○  
(BASED ON CONTEXT)



### PARKING RESTRICTION AT INTERSECTIONS

Parking spaces removed on near side of crossing locations to allow for improved sightlines for both pedestrians and motorists.

**EFFICACY:** ● ● ●

**COST:** ● ○ ○

**COMPLEXITY:** ● ○ ○



### TURN RESTRICTION

Left or right turn restrictions to reduce conflicts between pedestrians and turning vehicles.

**EFFICACY:** ● ● ○

**COST:** ● ○ ○

**COMPLEXITY:** ● ○ ○



## SIGNAL TIMING & PHASING



### ADAPTIVE PEDESTRIAN SIGNAL SYSTEM

Sensors that automatically detect when pedestrians are present in a crossing and automatically increase crossing time when necessary.

**EFFICACY:** ● ● ○

**COST:** ● ● ○

**COMPLEXITY:** ● ● ○



### LEADING PEDESTRIAN INTERVAL

Signals that allow pedestrians a short head start in crossing the intersection to minimize conflicts with turning vehicles.

**EFFICACY:** ● ● ○

**COST:** ● ○ ○

**COMPLEXITY:** ● ○ ○



### PEDESTRIAN COUNTDOWN SIGNAL HEAD

Signal head that provides countdown to inform pedestrians about the length of time left to cross.

**EFFICACY:** ● ● ○

**COST:** ● ○ ○

**COMPLEXITY:** ● ○ ○



### PROTECTED TURN

Signal phasing that includes an exclusive phase for left-turning vehicles to enter the intersection separate from any conflicting vehicle or pedestrian movements.

**EFFICACY:** ● ● ●

**COST:** ● ● ○

**COMPLEXITY:** ● ● ○



## SIGNAL TIMING & PHASING (CONT.)



### ADVANCED DILEMMA-ZONE DETECTION

Dynamic signal timing that adjusts the start time of the yellow phase either earlier or later, based on observed vehicle locations and speeds. The signal changes are typically used for high-speed approaches. They aim to minimize the number of drivers crossing the intersection during the yellow phase, successfully reducing the specific crash types of rear-end and angle crashes associated with traffic signal phase changes.

**EFFICACY:** ● ● ○

**COST:** ● ● ○

**COMPLEXITY:** ● ● ●



### SIGNAL TIMING AND PHASING IMPROVEMENTS

Signal changes that address safety, such as longer walk intervals, signal coordination, signal timing optimized for bicyclist speeds, or longer all-red times to give pedestrians, bicyclists, and drivers more time to clear the intersection before drivers enter the intersection from a conflicting direction. The City of Sunnyvale currently updates its signal timing on a three-year cycle. Signal operation changes require adjustment to other intersections on signal coordinated roadways

**EFFICACY:** ● ● ●

**COST:** ● ● ●

**COMPLEXITY:** ● ● ●



## SPEED CONTROL



### VEHICLE SPEED FEEDBACK SIGN

Radar sign that displays the speed of an approaching vehicle in real-time on a changeable display. Speed feedback signs should be installed with a regulatory speed limit sign.

**EFFICACY:** ● ● ○

**COST:** ● ● ○

**COMPLEXITY:** ● ○ ○



### REDUCED SPEED SCHOOL ZONE

Speed limit reductions to 15 or 20 mph, implemented as part of a speed reduction school zone. Reduced speed school zones are recommended based on state guidance.

**EFFICACY:** ● ● ○

**COST:** ● ○ ○

**COMPLEXITY:** ● ○ ○



### SPEED HUMPS, SPEED TABLE, AND RAISED CROSSWALK

Raised asphalt that spans the width of the roadway, varying in length depending on type. Speed tables are similar to speed humps but tend to be wider. Raised crosswalks are flat-topped speed tables, marked and signed as a pedestrian crossing.

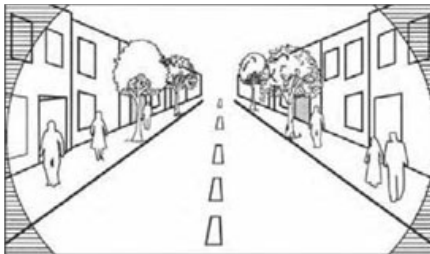
**EFFICACY:** ● ● ●

**COST:** ● ● ○

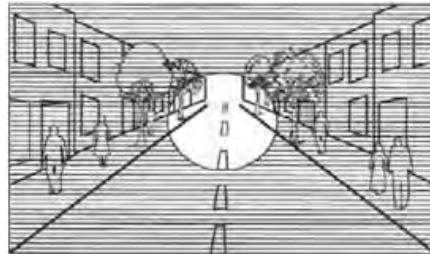
**COMPLEXITY:** ● ● ○

A major component of Vision Zero is the recognition of the relationship between speed and collision severity. In the City of Sunnyvale, unsafe speed (as recorded in the collision report) is a leading cause of collisions. By designing streets to better reflect the range of road users – bicyclists, pedestrians, buses, and personal vehicles – and through public education and targeted enforcement campaigns, the City can help reduce the speeds at which vehicles travel. The deployment of technologies like speed monitoring also can lower and manage speeds and reduce the likelihood and severity of collisions.

Unsafe speeds were a factor in **27.5%** of all collisions and **15.4%** of KSI collisions.



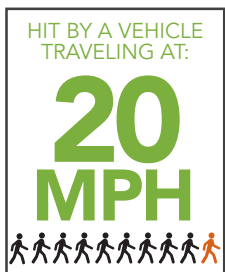
Field of vision at 15 MPH



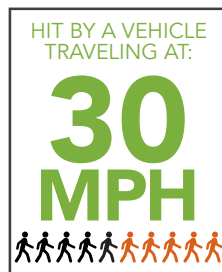
Field of vision at 30 to 40 MPH

Source: <https://www.ite.org/technical-resources/topics/speed-management-for-safety/speed-as-a-safety-problem/>

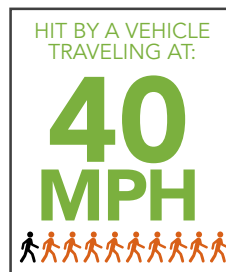
A driver's field of vision increases as speed decreases. At lower speeds, driver can see more of their surroundings and have more time to see and react to potential hazards.



9 out of 10  
pedestrians survive



5 out of 10  
pedestrians survive



Only 1 out of 10  
pedestrians survives

Source: <http://www.bikeleague.org/sites/default/files/speed.jpg>

Speed is especially lethal for vulnerable users like pedestrians and people biking. The risk of injury and death increases as speed increases.

## MISCELLANEOUS

---



### EDUCATION

Public education campaigns, sometimes through public service announcements, that inform the public on roadway safety.



### ENFORCEMENT

Number of officers in Department of Public Safety assigned to traffic enforcement determined based on guidance provided in the US Department of Transportation's National Highway Traffic Safety Administration Police Personnel Allocation Manual. Focus enforcement efforts on most risky behaviors and high-collision locations identified in the Sunnyvale Vision Zero Plan.

# Collision Profiles

Ten collision profiles capture the top KSI collision patterns across Sunnyvale over the five most recent years of available data (2012 to 2016). The collision profiles cover collision characteristics, such as speeding vehicles or red light violations (as recorded in the collision report), as well as contextual factors including if the collision occurred on an expressway, at an intersection, or near a school. Individual collisions may fall under multiple profiles. For example, a collision may be both a speed-related conflict and involve a driver under the influence of drugs or alcohol.

The ten collision profiles are presented on the following pages with a description and relevant countermeasures. Each collision profile is paired with up to five safety countermeasures effective at addressing the collision type. Additional countermeasures may be effective at reducing collisions under a given profile, beyond the five highlighted here, and these are included in the technical appendix.

COLLISION PROFILE	% OF ALL KSI (# OF ALL KSI)	% OF AUTO KSI (# OF AUTO KSI)	% OF BICYCLE KSI (# OF BICYCLE KSI)	% OF PEDESTRIAN KSI (# OF PEDESTRIAN KSI)
1. Walking or bicycling on major roadway (expressway, arterial, or collector)	47% (43)		95% (18)	78% (25)
2. Unmarked pedestrian crossing	17% (15)			47% (15)
3. Speed-related conflict	15% (14)	15% (6)	21% (4)	13% (4)
4. Left turn at signalized intersection	12% (11)	10% (4)		23% (7)
5. 60+ year old pedestrians at intersection	12% (11)			34% (11)
6. Influence of drugs or alcohol	11% (10)	20% (8)	5% (1)	3% (1)
7. Midblock bicycle conflict	10% (9)		47% (9)	
8. Conflicting through movement at intersection	8% (7)	10% (4)	16% (3)	
9. Children walking or biking near school	8% (7)		21% (4)	9% (3)
10. Red light violation at signalized intersection	6% (5)	5% (2)	5% (1)	6% (2)

*Note: Because an individual collision may be categorized under multiple profiles, the values in the table do not sum to 100%. Cells without a percentage KSI represent profiles where zero KSI collisions occurred for a given mode.*



## PROFILE 1

# WALKING OR BICYCLING ON MAJOR ROADWAY (EXPRESSWAY, ARTERIAL, OR COLLECTOR)

### FACTORS



» Pedestrian or bicycle collision



» Collision occurred on an expressway, arterial, or collector

### STATS

# 43

KSI Collisions

» Accounts for **47%** of all KSI collisions

### ADDITIONAL NOTES

» **14** of the **43** KSI profile collisions (**33%**) occurred on **El Camino Real**

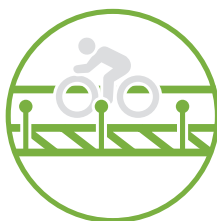
## Key Countermeasures



Adaptive Pedestrian Signal System



Pedestrian Refuge Island and Median



Protected Bikeway



Protected Turns



Roadway and Intersection Safety Lighting

### Killed/Severe Injury (KSI) Collision

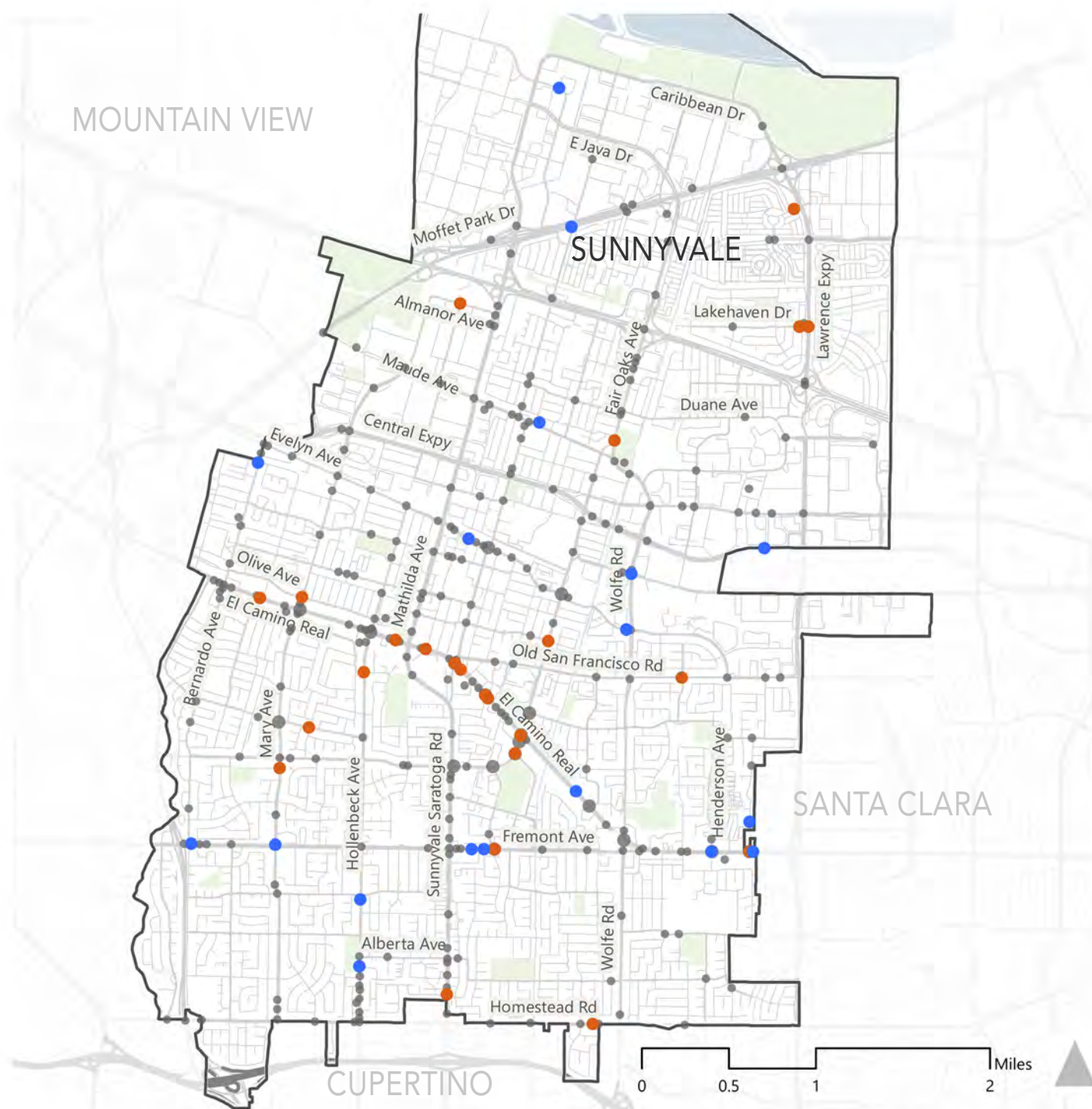
- KSI Vehicle Collisions
- KSI Bicycle Collisions
- KSI Pedestrian Collisions

### Non-KSI Collision

- 1 - 3
- 4 - 9
- 10 - 18
- 19 - 30
- 31 - 39

□ Sunnyvale City Limits

Note: Central Expressway and Lawrence Expressway are managed by the County; El Camino Real is managed by Caltrans (lighting and enforcement overseen by City of Sunnyvale).



Source: City of Sunnyvale Crossroads Data, 2012-2016

## PROFILE 1: WALKING OR BICYCLING ON MAJOR ROADWAY (EXPRESSWAY, ARTERIAL, OR COLLECTOR)

## PROFILE 2

# UNMARKED PEDESTRIAN CROSSING

### FACTORS



» Pedestrian collision



» No marked crosswalk



» Collision occurred at either mid-block or intersection location

### STATS

# 15

KSI Collisions

» Accounts for **17%** of all KSI collisions

### Key Countermeasures



Pedestrian Hybrid Beacon



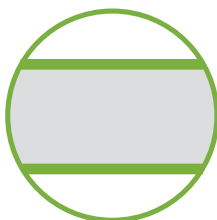
Pedestrian-Activated Crosswalk Warning Beacon



Bulb Outs and Curb Extensions



High Visibility Crosswalks with Advance Stop or Yield Line



Marked Crossings

### Killed/Severe Injury (KSI) Collision

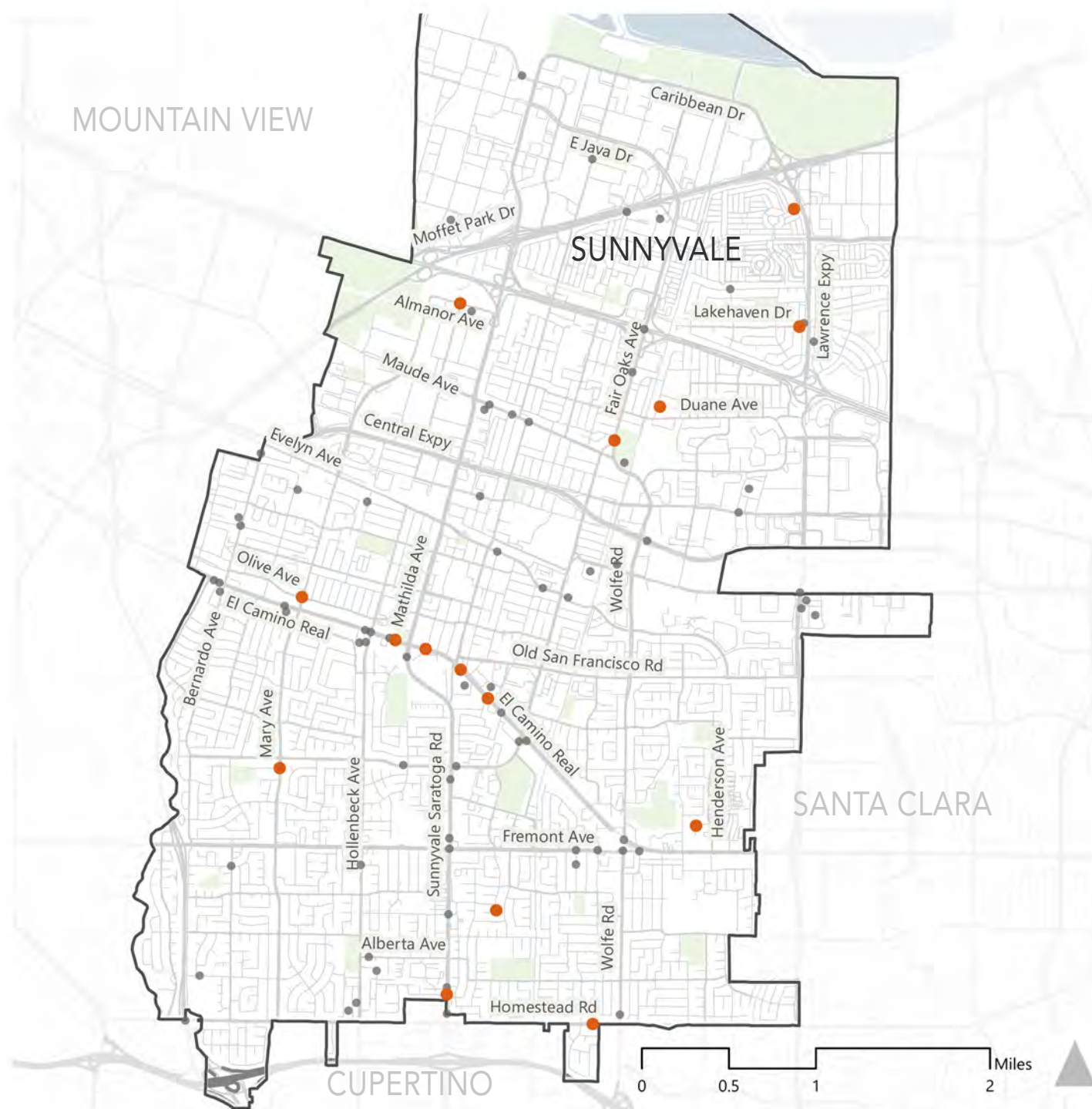
- KSI Vehicle Collisions
- KSI Bicycle Collisions
- KSI Pedestrian Collisions

### Non-KSI Collision

- 1 - 3
- 4 - 9
- 10 - 18
- 19 - 30
- 31 - 39

□ Sunnyvale City Limits

Note: Central Expressway and Lawrence Expressway are managed by the County; El Camino Real is managed by Caltrans (lighting and enforcement overseen by City of Sunnyvale).



Source: City of Sunnyvale Crossroads Data, 2012-2016

## PROFILE 2: UNMARKED PEDESTRIAN CROSSING

## PROFILE 3

# SPEED-RELATED CONFLICT

### FACTORS



» Unsafe speed

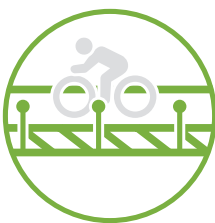
### STATS

**14**

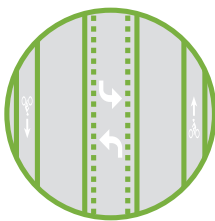
KSI Collisions

» Accounts for **15%** of all KSI collisions

## Key Countermeasures



Protected Bikeway



Lane Reduction



Vehicle Speed Feedback Sign



Speed Hump, Speed Table,  
and Raised Crosswalk



Reduced Speed School Zone



### Killed/Severe Injury (KSI) Collision

- KSI Vehicle Collisions
- KSI Bicycle Collisions
- KSI Pedestrian Collisions

### Non-KSI Collision

- 1 - 3
- 4 - 9
- 10 - 18
- 19 - 30
- 31 - 39

□ Sunnyvale City Limits

Note: Central Expressway and Lawrence Expressway are managed by the County; El Camino Real is managed by Caltrans (lighting and enforcement overseen by City of Sunnyvale).



Source: City of Sunnyvale Crossroads Data, 2012-2016

## PROFILE 3: SPEED-RELATED CONFLICT

## PROFILE 4

# LEFT TURN AT SIGNALIZED INTERSECTION

### FACTORS



» Vehicle preceding movement is left turn or U-turn



» Collision occurred at a signalized intersection

### STATS

# 11

KSI Collisions  
» Accounts for **12%** of all KSI collisions

### Key Countermeasures



Leading Pedestrian Interval



Bulb Outs and Curb Extensions



Signal Timing and Phasing Improvements



Protected Turn



Turn Restriction

### Killed/Severe Injury (KSI) Collision

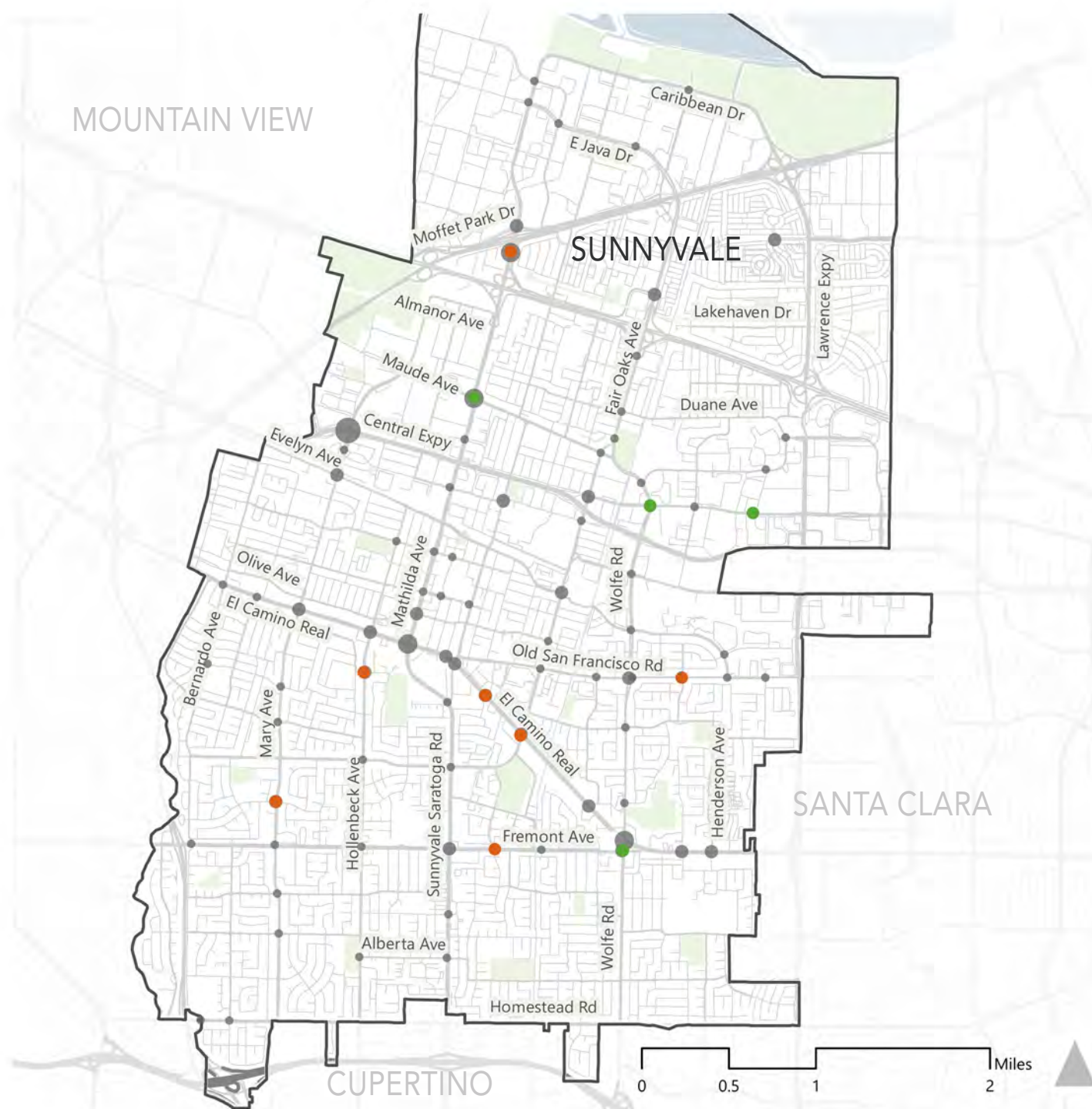
- KSI Vehicle Collisions
- KSI Bicycle Collisions
- KSI Pedestrian Collisions

### Non-KSI Collision

- 1 - 3
- 4 - 9
- 10 - 18
- 19 - 30
- 31 - 39

□ Sunnyvale City Limits

Note: Central Expressway and Lawrence Expressway are managed by the County; El Camino Real is managed by Caltrans (lighting and enforcement overseen by City of Sunnyvale).



Source: City of Sunnyvale Crossroads Data, 2012-2016

## PROFILE 4: LEFT TURN AT SIGNALIZED INTERSECTION



## PROFILE 5

# 60+ YEAR OLD PEDESTRIANS AT INTERSECTION

### FACTORS



» Pedestrian collision



» Pedestrian is 60 years old or older



» Collision occurred at an intersection

### STATS

# 11

KSI Collisions

» Accounts for **12%** of all KSI collisions

### Key Countermeasures



Protected Turn



Leading Pedestrian Interval



Bulb Outs and Curb Extensions



Pedestrian Refuge Island and Median



Adaptive Pedestrian Signal System

### Killed/Severe Injury (KSI) Collision

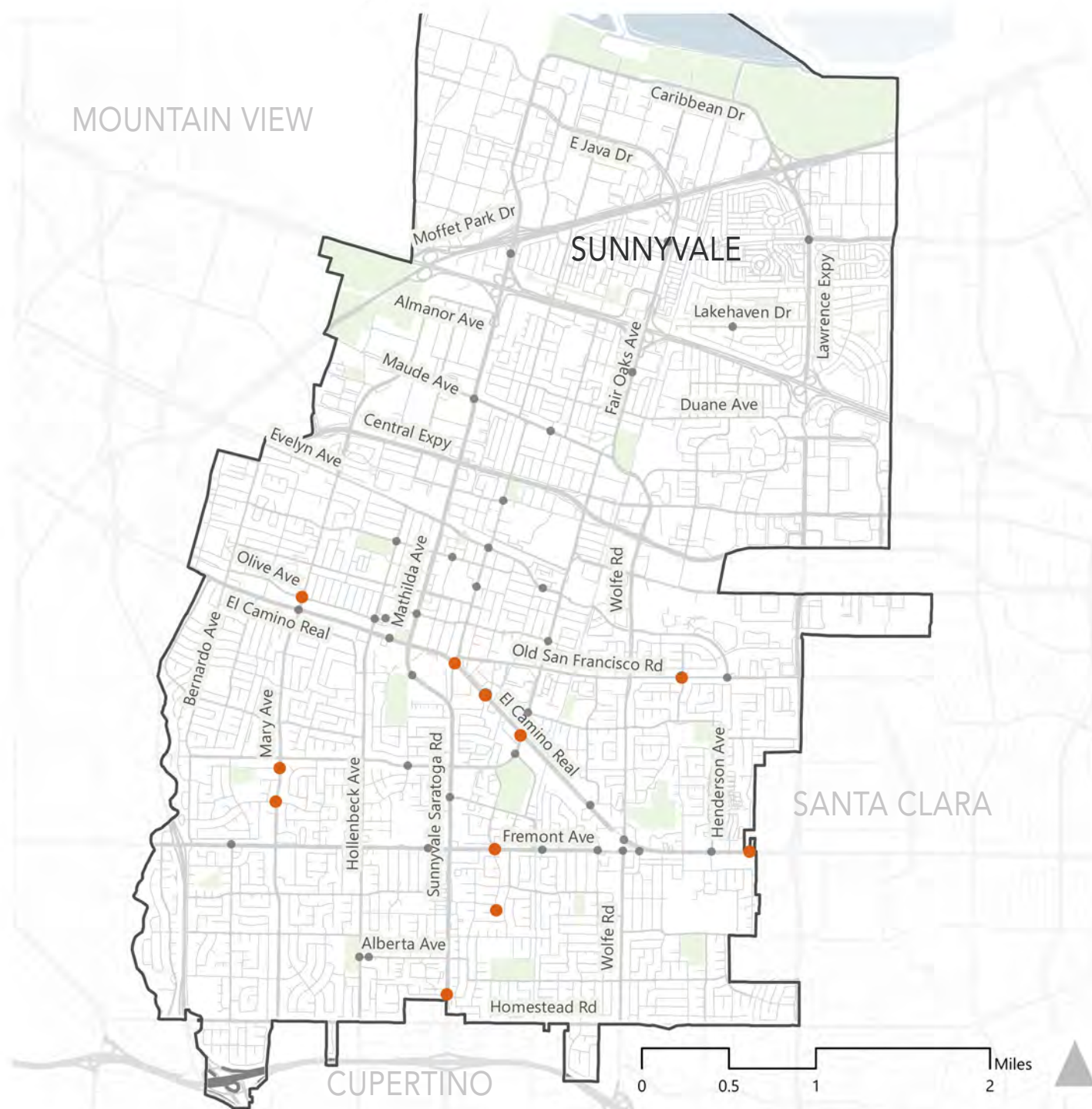
- KSI Vehicle Collisions
- KSI Bicycle Collisions
- KSI Pedestrian Collisions

### Non-KSI Collision

- 1 - 3
- 4 - 9
- 10 - 18
- 19 - 30
- 31 - 39

□ Sunnyvale City Limits

Note: Central Expressway and Lawrence Expressway are managed by the County; El Camino Real is managed by Caltrans (lighting and enforcement overseen by City of Sunnyvale).



Source: City of Sunnyvale Crossroads Data, 2012-2016

## PROFILE 5: 60+ YEAR OLD PEDESTRIAN AT INTERSECTION

## PROFILE 6

# INFLUENCE OF DRUGS OR ALCOHOL

### FACTORS



» At least one party was under the influence of drugs or alcohol

### STATS

# 10

KSI Collisions

» Accounts for **11%** of all KSI collisions

### ADDITIONAL NOTES

» All **10** KSI collisions in this profile involved a driver (as opposed to a pedestrian or bicyclist) under the influence

## Key Countermeasures



Education



Enforcement



Vehicle Speed Feedback Sign



Speed Hump, Speed Table, and Raised Crosswalk

### Killed/Severe Injury (KSI) Collision

- KSI Vehicle Collisions
- KSI Bicycle Collisions
- KSI Pedestrian Collisions

### Non-KSI Collision

- 1 - 3
- 4 - 9
- 10 - 18
- 19 - 30
- 31 - 39

□ Sunnyvale City Limits

Note: Central Expressway and Lawrence Expressway are managed by the County; El Camino Real is managed by Caltrans (lighting and enforcement overseen by City of Sunnyvale).



Source: City of Sunnyvale Crossroads Data, 2012-2016

## PROFILE 6: INFLUENCE OF DRUGS OR ALCOHOL

## PROFILE 7

# MIDBLOCK BICYCLE CONFLICT

### FACTORS



» Bicycle collision



» Collision occurred on a bicycle segment (not at an intersection)

### STATS

9

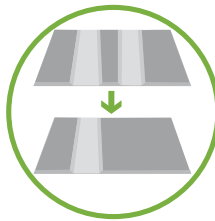
KSI Collisions

» Accounts for **10%** of all KSI collisions

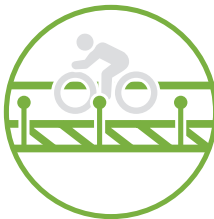
### ADDITIONAL NOTES

» **2** KSI collisions involved a driver making a midblock turn (e.g. at a driveway)

### Key Countermeasures



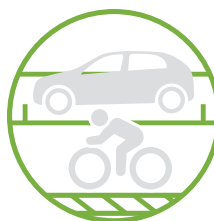
Consolidated Driveways



Protected Bikeway



Shared-Use Trail and Bicycle Path



Buffered Bike Lane



Green pavement



### Killed/Severe Injury (KSI) Collision

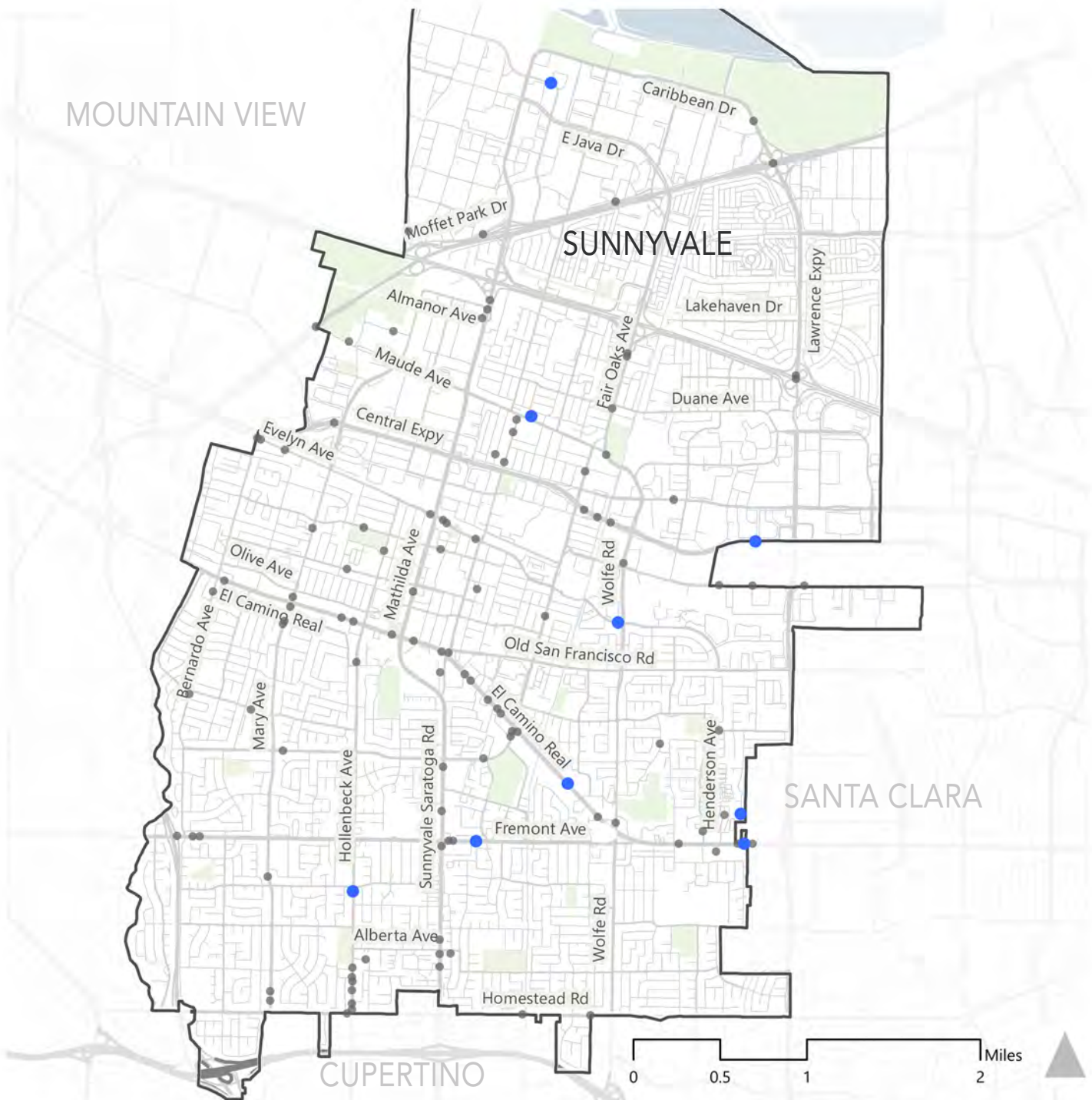
- KSI Vehicle Collisions
- KSI Bicycle Collisions
- KSI Pedestrian Collisions

### Non-KSI Collision

- 1 - 3
- 4 - 9
- 10 - 18
- 19 - 30
- 31 - 39

□ Sunnyvale City Limits

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Source: City of Sunnyvale Crossroads Data, 2012-2016

## PROFILE 7: MIDBLOCK BICYCLE CONFLICT

## PROFILE 8

# CONFLICTING THROUGH MOVEMENT AT INTERSECTION

### FACTORS



» Vehicle or bicycle collision



» Collision occurred at an intersection



» At least one party was proceeding straight



» The collision type was broadside or sideswipe

### STATS

# 7

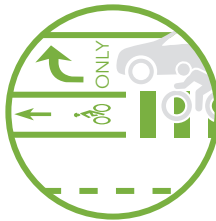
KSI Collisions

» Accounts for **8%** of all KSI collisions

## Key Countermeasures



Signal Timing and Phasing Improvements



Bike Intersection Markings



Modified Intersection Stop-Control



Parking Restriction at Intersections



Lane Reduction

### Killed/Severe Injury (KSI) Collision

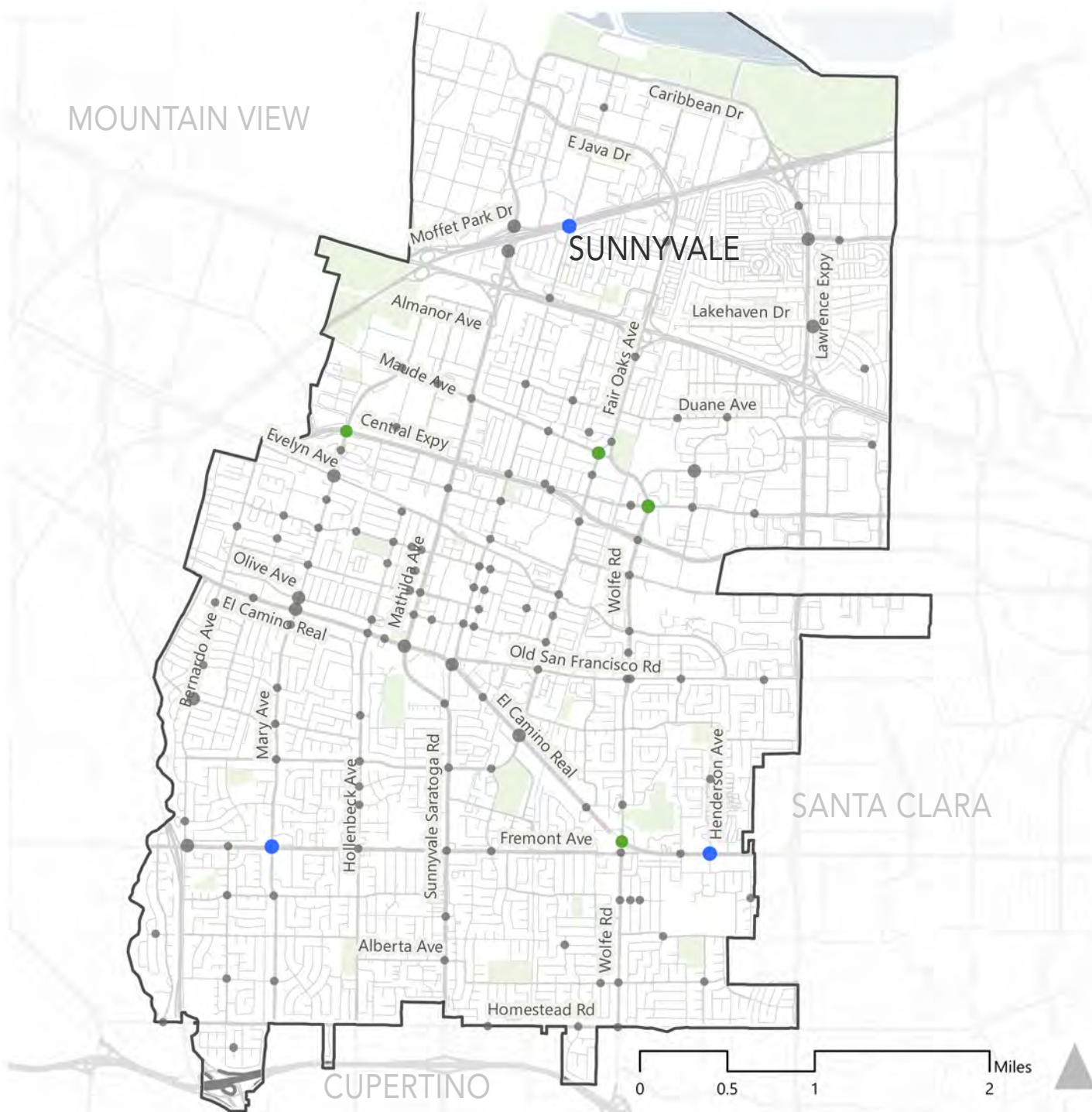
- KSI Vehicle Collisions
- KSI Bicycle Collisions
- KSI Pedestrian Collisions

### Non-KSI Collision

- 1 - 3
- 4 - 9
- 10 - 18
- 19 - 30
- 31 - 39

□ Sunnyvale City Limits

Note: Central Expressway and Lawrence Expressway are managed by the County; El Camino Real is managed by Caltrans (lighting and enforcement overseen by City of Sunnyvale).



Source: City of Sunnyvale Crossroads Data, 2012-2016

## PROFILE 8: CONFLICTING THROUGH MOVEMENT AT INTERSECTION



## PROFILE 9

# CHILDREN WALKING OR BIKING NEAR SCHOOL

### FACTORS



» Pedestrian or bicycle collision



» The bicyclist or pedestrian was 18 years old or younger



» The collision occurred within a half mile of a school

### STATS

# 7

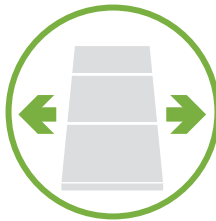
KSI Collisions

» Accounts for **8%** of all KSI collisions

### Key Countermeasures



Pedestrian Countdown Signal Head



Sidewalk to Close Gaps



Shared-Use Trail and Bicycle Path



High Visibility Crosswalk with Advance Stop or Yield Sign



Reduced Speed School Zone

### Killed/Severe Injury (KSI) Collision

- KSI Vehicle Collisions
- KSI Bicycle Collisions
- KSI Pedestrian Collisions

### Non-KSI Collision

- 1 - 3
- 4 - 9
- 10 - 18
- 19 - 30
- 31 - 39

□ Sunnyvale City Limits

Note: Central Expressway and Lawrence Expressway are managed by the County; El Camino Real is managed by Caltrans (lighting and enforcement overseen by City of Sunnyvale).



Source: City of Sunnyvale Crossroads Data, 2012-2016

## PROFILE 9: CHILDREN WALKING OR BIKING NEAR SCHOOL

PROFILE 10

# RED LIGHT VIOLATION AT SIGNALIZED INTERSECTION

## FACTORS



» Contributing factor to the collision was a “traffic signals and signs violation”



» Collision occurred at a signalized intersection

## STATS

5

KSI Collisions

» Accounts for **6%** of all KSI collisions

## Key Countermeasures



Advanced Dilemma-Zone Detection



Signal Timing and Phasing Improvements



Education



Enforcement

### Killed/Severe Injury (KSI) Collision

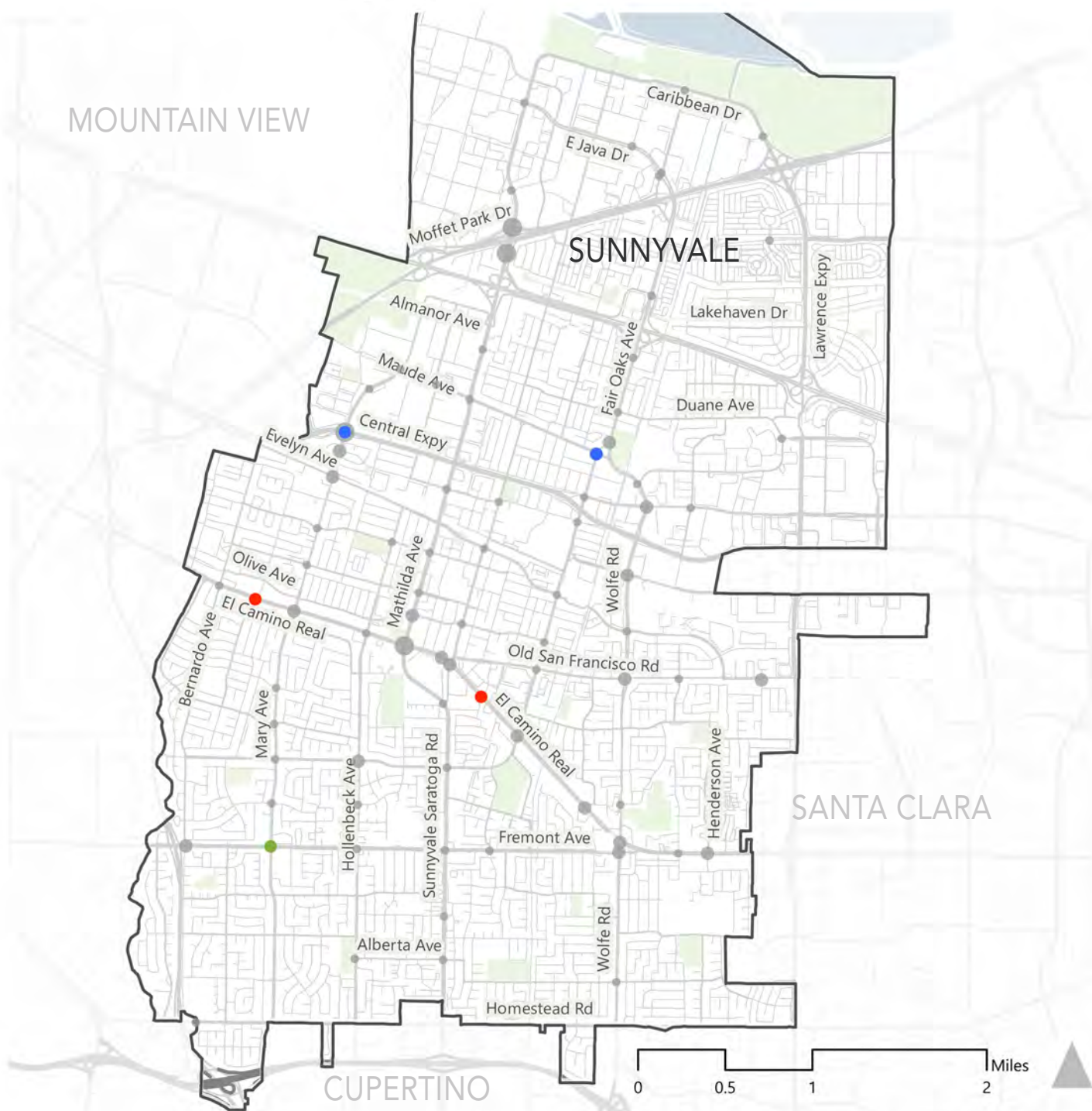
- KSI Vehicle Collisions
- KSI Bicycle Collisions
- KSI Pedestrian Collisions

### Non-KSI Collision

- 1 - 3
- 4 - 9
- 10 - 18
- 19 - 30
- 31 - 39

□ Sunnyvale City Limits

Note: Central Expressway and Lawrence Expressway are managed by the County; El Camino Real is managed by Caltrans (lighting and enforcement overseen by City of Sunnyvale).



Source: City of Sunnyvale Crossroads Data, 2012-2016

## PROFILE 10: RED LIGHT VIOLATION AT SIGNALIZED INTERSECTION

# ACTION PLAN

With the strong foundation of its Vision Zero building blocks and collision profiles, the City of Sunnyvale is ready to continue progress towards eliminating fatalities and serious injuries. The City will work to meet this goal through targeted investments at ten priority project locations and a set of actions to implement immediately and over the coming years.

## Priority Project Locations

The City is focused on ten priority project locations. These are key locations on the HIN with a history of high collision densities and a high level of public feedback on perceived issues and safety concerns.








The technical appendix includes project location descriptions for the ten priority project locations and conceptual layouts for three selected projects. The three selected projects were chosen as representative examples for further development as conceptual layouts. They represent an array of discrete contexts, typologies, and challenges. The conceptual layouts do not represent proposed improvements at specific locations, but rather allow stakeholders and residents to visualize potential real-life applications of various countermeasures and treatments in familiar contexts. These were utilized to conduct walking tours along the three selected priority project corridors to collect feedback from participants about the potential improvements. Based on the comments received, the drawings were refined to produce the final conceptual layouts. The resulting conceptual layouts depict treatments that could be applied at a variety of locations throughout the City based on the outcome of further evaluation, engineering analysis, and design development.

### PRIORITY PROJECT LOCATIONS

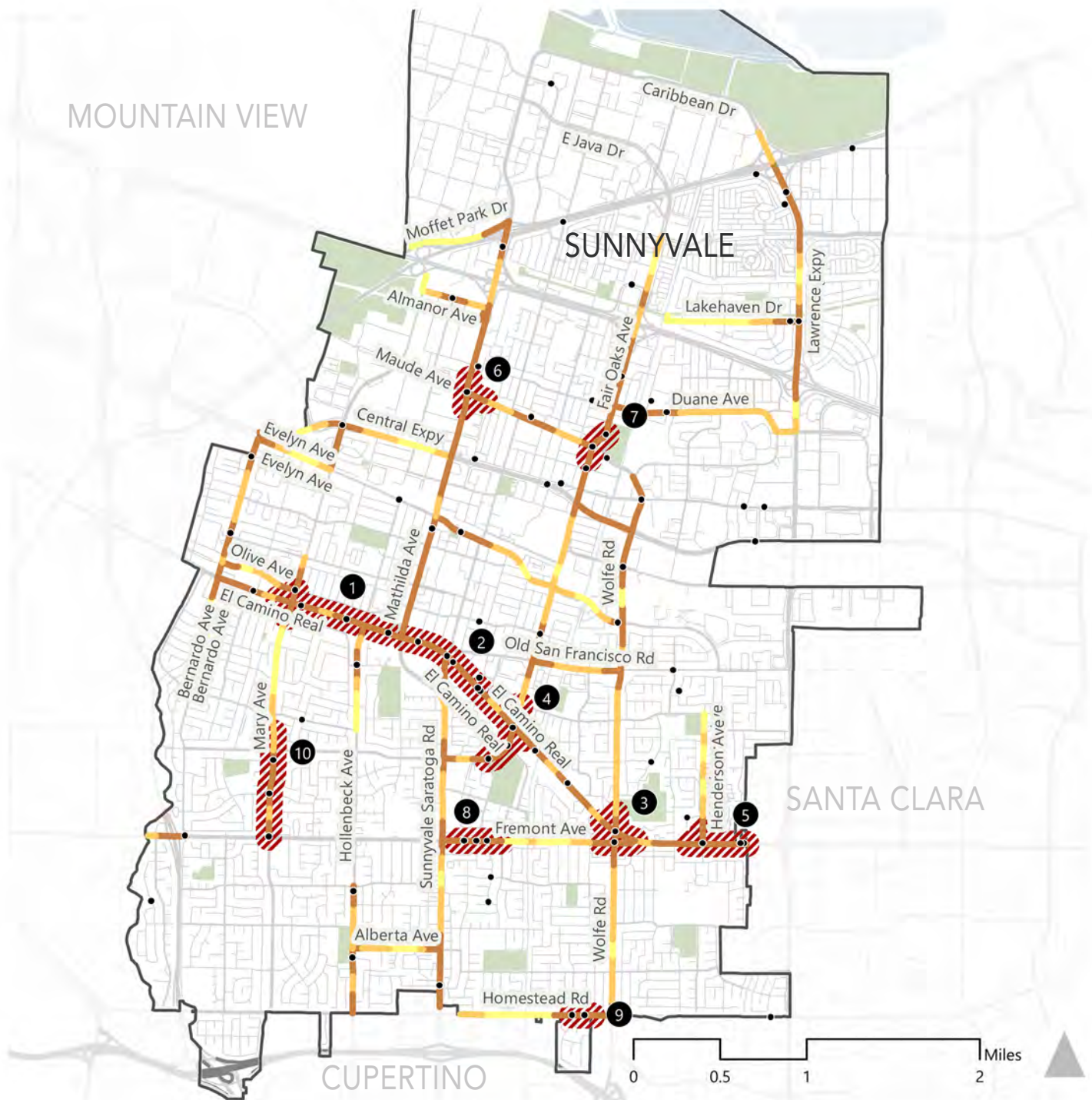
El Camino Real between S. Mary Avenue and S. Mathilda Avenue  
El Camino Real between S. Taaffe Street and S. Fair Oaks Avenue  
El Camino Real, E. Fremont Avenue, and S. Wolfe Road (intersection)  
Remington Drive/Fair Oaks Avenue between Iris Avenue and Manet Drive  
El Camino Real between Henderson Avenue and Helen Avenue  
N. Mathilda Avenue and W. Maude Avenue (intersection)  
N. Fair Oaks Avenue between Balsam Avenue and E. Taylor Avenue  
Fremont Avenue between Sunnyvale-Saratoga Road and Floyd Avenue  
Homestead Road between Heron Avenue and Wolfe Road  
Mary Avenue between Remington Drive and Fremont Avenue

Priority project locations cover **70%** of fatal collisions in the City of Sunnyvale and **20%** of severe injuries.



-  Priority Project Locations
-  KSI Collisions
-  Sunnyvale City Limits
-  Low
-  Moderate
-  High
-  # High Collision Location Ranking

\* HIN Collision Densities calculated based on KSI-weighted collision concentrations over five most recent years of available data (2012-2016). High/moderate/low density determined based on density score percentiles: high=top 20th percentile; moderate=50th-20th percentile; low density=below 50th percentile.



Note: Central Expressway and Lawrence Expressway are managed by the County; El Camino Real is managed by Caltrans.

## PRIORITY PROJECT LOCATIONS

# Implementable Actions

Vision Zero implementation will involve a committed team of City departments, the local community, and partner organizations. The project team has identified a set of key actions to serve as a roadmap towards Vision Zero. Each action is assigned a timeframe and a metric to measure progress. Short-term actions could be

implemented within 2 years; medium-term actions could be completed within 2 to 5 years; and long-term actions could be implemented within 5 to 10 years.

Meeting the City’s Vision Zero goal requires immediate action, yet it allows for feasible implementation with incremental improvements

over the years. The actions in this plan should be evaluated and refined on an on-going basis, and their successful implementation depends upon funding availability.

The Implementable Actions are organized into four action areas:



## Vision Zero Program Initiatives and Evaluation



## Street Design and Operation



## Behavioral Change



## Vulnerable Road Users



**FUNDING AND IMPLEMENTATION** – There are many ways the City can fund and implement the actions included below. For example, safety improvements may be implemented through integration into pavement management programs, other transportation capital projects, and new development projects. To fund dedicated safety projects, the City may seek state or regional funding through Caltrans and MTC Active Transportation Programs, the Caltrans Highway Safety Improvement Program, the One Bay Area Grant Program, and Transportation Development Act Article 3 (TDA3) Local Transportation Fund.







## VISION ZERO PROGRAM INITIATIVES AND EVALUATION

The Sunnyvale Vision Zero program will begin by establishing a framework for the City's approach to achieve its Vision Zero goal. Program initiatives include Vision Zero promotion, integration of Vision Zero into other planning efforts, and improved Vision Zero data collection and program evaluation.

SAFETY STRATEGY			TIMELINE	PROGRESS MEASURES	KEY PARTNERS	CITY RESOURCES
Vision Zero Program Initiation						
A.1	Vision Zero Task Force	Convene an interdisciplinary Vision Zero Task Force to oversee plan implementation and coordinate projects and programs across City departments.	Short-Term	Task Force established and regular meetings held	Department of Public Works, Community Development Department, School Districts, Department of Public Safety	Low
A.2	Dedicated Funding	Identify a permanent, dedicated funding source for Vision Zero implementation and coordination.	Short-Term	Amount of funding available for Vision Zero	City Council, City Manager's Office, Department of Public Works	Medium to High
A.3	Media Workshop	Develop a workshop for Communications Department on how best to communicate traffic collisions and roadway safety concepts.	Short-Term	Number of media professionals participating	City Manager's Office	Low
Promotion and Integration						
A.4	Public Meetings	Put Vision Zero on the agenda of the City's public, community group, and stakeholder meetings in 2019.	Short-Term	Number of meetings with Vision Zero on agenda	City Council, Neighborhood Associations, Department of Public Works, City Manager's Office - Communications	Low
A.5	Online Collision Map	Launch online, interactive collision data map and website.	Medium-Term	Number of website visitors	Information Technology Department, City Manager's Office - Communications, Department of Public Works, Department of Public Safety	Medium

SAFETY STRATEGY (CONT.)			TIMELINE (CONT.)	PROGRESS MEASURES (CONT.)	KEY PARTNERS (CONT.)	CITY RESOURCES (CONT.)
A.6	Future Plans	Incorporate Vision Zero safety principles into future City plans and design documents.	Ongoing	Number of plans and policies incorporating Vision Zero	Community Development Department, Department of Public Works	Low
Data Collection & Program Evaluation						
A.7	Progress Monitoring	Publish an annual report to measure progress against the goals of the Sunnyvale Vision Zero Plan.	Medium-Term	Annual report addressing plan metrics and performance measures	Department of Public Works, Department of Public Safety	Medium
A.8	Collision Report Training	Provide training for Department of Public Safety to improve collision data reporting, and preserve collision details and site evidence.	Long-Term	Number of Department of Public Safety officers trained	Department of Public Safety	Low
A.9	Data Completeness	Improve data collection on speed, impairment, cell phone use, and distraction for KSI collisions.	Medium-Term	Proportion of collision records including this information	Department of Public Safety	Low
A.10	Bicycle and Pedestrian Count Data	Establish regular pedestrian and bicyclist counts at consistent locations.	Medium-Term	Number of counts conducted	Department of Public Works	Medium



## STREET DESIGN AND OPERATION

Sunnyvale Vision Zero prioritizes high-quality improvements on the HIN as the most targeted way to reach the goal of zero traffic fatalities and serious injuries. In addition to these improvements, the City will address street design through improved signal operations and design review procedures. Street improvements will comply with compatible Citywide Design Guidelines (2013).

SAFETY STRATEGY			TIMELINE	PROGRESS MEASURES	KEY PARTNERS	CITY RESOURCES
High Injury Network Infrastructure						
B.1	Priority Locations	Develop designs and secure grant funding for ten priority project locations identified in plan, with a focus on roadway designs to improve safety.	Medium-Term	Number of projects funded	Department of Public Works	High
B.2	Prioritized Project List	Develop prioritized list of additional safety projects.	Medium-Term	Prioritized safety project list	Department of Public Works	Medium
B.3	Low-Cost Improvements	Install one low-cost safety improvement per year, including new road markings, signs, and minor signal modifications.	Medium-Term	Number of locations receiving improvements	Department of Public Works	Medium
B.4	Stakeholder Engagement	Convene local stakeholders near high-collision corridors for input on project design.	Medium-Term	Number of meetings	Department of Public Works, Department of Public Safety, School Districts	Low
Operations and Technology						
B.5	Signal Timing Updates	Update signal timing plans to improve safety for all modes (e.g. all red time, pedestrian crossing times).	Ongoing	Proportion of signals meeting updated policy	Department of Public Works	Medium

SAFETY STRATEGY (CONT.)			TIMELINE (CONT.)	PROGRESS MEASURES (CONT.)	KEY PARTNERS (CONT.)	CITY RESOURCES (CONT.)
B.6	Intelligent Transportation Systems (ITS)	Seek opportunities to deploy ITS technologies, such as speed monitoring, traffic management systems, adaptive pedestrian signal systems, and dilemma zone detection.	Long-Term	Adoption of ITS technologies to improve traffic safety	Department of Public Works	High
Policies & Design						
B.7	Design Standards	Apply established and approved design standards for design of transportation facilities, as per State guidelines and Municipal Code.	Short-Term	Proportion of projects meeting existing design standards	Department of Public Works	Low
B.8	Design Review	Establish internal process for Vision Zero countermeasures to be evaluated and implemented, where feasible, on projects on the HIN.	Medium-Term	Proportion of public and private projects incorporating Vision Zero elements	Community Development Department, Department of Public Works	Low
B.9	Complete Streets	When identifying safety improvements, consider all road users and how countermeasures follow the City's Complete Streets Policy.	Ongoing	Proportion of projects with improvements benefiting two or more modes	Department of Public Works	Low



## BEHAVIORAL CHANGE

Sunnyvale Vision Zero encourages safe travel behaviors through actions related to outreach and education, enforcement, and providing alternatives to driving, particularly during holidays, special events, and late evenings. This acknowledges the shared responsibility to make safe decisions and create a culture of safety.

SAFETY STRATEGY		TIMELINE	PROGRESS MEASURES	KEY PARTNERS	CITY RESOURCES	
Education and Outreach						
C.1	Education Campaign	Launch high-visibility education campaigns against speeding, distracted driving, impaired driving, and other high-risk behaviors. Campaigns will focus on HIN corridors.	Medium-Term	Number of people reached	City Manager's Office, Department of Public Safety, School Districts	High
C.2	Speed Feedback Signs	Increase the use of speed feedback signs to discourage speeding.	Medium-Term	Number of signs installed	Department of Public Works, Department of Public Safety	Medium
C.3	Targeted Outreach	Deter impaired driving by targeting education and outreach at or near alcohol-serving establishments.	Medium-Term	Number of establishments reached	City Manager's Office, Department of Public Safety	Medium
Enforcement						
C.4	Police Academy	Integrate Vision Zero policies into Police Academy curriculum and in-service Public Safety Officer training.	Long-Term	Number of officers trained on Vision Zero	Department of Public Safety	Low

SAFETY STRATEGY (CONT.)			TIMELINE (CONT.)	PROGRESS MEASURES (CONT.)	KEY PARTNERS (CONT.)	CITY RESOURCES (CONT.)
Providing Alternatives to Driving						
C.5	Subsidized Transit	Explore opportunities to expand free or subsidized transit fares during holidays and for special events.	Medium-Term	Number of people using free or subsidized fares	VTA	Medium
C.6	Late-Night Options	Develop public promotional campaign to encourage late-night transit, taxi, rideshare, and other services to provide alternatives to impaired driving.	Long-Term	Number of promotional activities	City Manager's Office, VTA, Rideshare Providers	Medium
C.7	Curbside Management	Develop curbside management policies to encourage and enable passenger loading.	Medium-Term	Adoption of City policy	Community Development Department, Department of Public Works	Medium



## VULNERABLE ROAD USERS

Sunnyvale Vision Zero strategies recognize that younger and older people, people biking and people walking are more vulnerable to serious traffic injuries and fatalities by accounting for different levels of reaction time and agility.

SAFETY STRATEGY			TIMELINE	PROGRESS MEASURES	KEY PARTNERS	CITY RESOURCES
Bicyclists and Pedestrians						
D.1	Bicycle Network	Continue building and improving the bicycle network consistent with the Sunnyvale Bicycle Plan and Santa Clara Countywide Bike Plan.	Ongoing	Lane miles of low-stress bicycle facilities installed	Department of Public Works, VTA, Silicon Valley Bicycle Coalition	High
D.2	Countdown Timers	Install pedestrian countdown timers at every signalized crossing location.	Medium-Term	Proportion of crossings with countdown timers	Department of Public Works	Medium
D.3	Pedestrian Crossings	Install or upgrade pedestrian crossing treatments on the HIN.	Medium-Term	Number of upgraded crossings	Department of Public Works	High
D.4	Turning Vehicles	Complete projects that improve bicycle and pedestrian safety related to turning vehicles at intersections.	Long-Term	Number of projects implemented	Department of Public Works, Silicon Valley Bicycle Coalition	High



SAFETY STRATEGY (CONT.)			TIMELINE (CONT.)	PROGRESS MEASURES (CONT.)	KEY PARTNERS (CONT.)	CITY RESOURCES (CONT.)
Children and Seniors						
D.5	School Safety Zones	Implement reduced speed limits (15 miles per hour) on the streets adjacent to schools	Medium-Term	Number of schools with a school safety zone	Department of Public Works, Department of Public Safety	Low
D.6	High-Visibility Crosswalks	Install high-visibility crosswalks near schools.	Medium-Term	Number of crosswalks near schools that are "high visibility"	Department of Public Works	Medium
D.7	Seniors Awareness	Develop education campaign aimed at drivers to increase safety for pedestrians age 60+.	Medium-Term	Number of people reached	City Manager's Office, AARP, Library and Community Services, Senior Center	Medium
D.8	Traffic Education for Safe Routes to School	Host traffic safety classes for students and parents.	Medium-Term	Number of people reached	School Districts, Department of Public Safety	Medium
D.9	Traffic Education for Seniors	Host traffic safety classes for pedestrians over 60.	Medium-Term	Number of people reached	AARP, Department of Public Safety, Library and Community Services, Senior Center	Medium

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**TRANSPORTATION TECHNOLOGY** – Technology is rapidly changing the transportation industry. Advances in vehicle-to-vehicle and vehicle-to-infrastructure communication, vehicle autonomy, and crash protection features like pedestrian detection and automatic braking present a potential opportunity to reduce traffic fatalities and serious injuries by helping people operate vehicles more safely. Data analytics provides cities with real-time intelligence on roadway operations and driving behavior to take action to minimize risk. The City of Sunnyvale has already investigated opportunities to integrate smart technology into its safety efforts and will continue to do so as the industry evolves.

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# How to Get Involved

City officials and staff need the help of the community to carry out the actions presented in this Plan and to reduce traffic fatalities and serious injuries in the City of Sunnyvale by 50 percent by 2029. Everyone has a personal responsibility to make the right choices and to spread the word about why traffic safety matters, making the City's efforts even more effective.

Take a driver education class – e.g., classes offered by your car insurance company or AARP.

Pledge to not text while walking, bicycling, or driving, and encourage your family and friends to do the same. Examples include AT&T's It Can Wait campaign and the DecidetoDrive.org program created by the American Association of Orthopedic Surgeons.

Install anti-texting-and-driving software on your cell phone.

When driving, be aware of surroundings. Obey the rules of the road, observe speed limits, and yield to pedestrians and bicyclists when turning at intersections.

When bicycling, obey the rules of the road and use lights and reflectors at night.

As a pedestrian, stay alert, stay visible to the extent possible, and do not assume that drivers see you or will yield when turning.

Visit <https://sunnyvale.ca.gov/news/topics/visionzero/> to follow the City's progress!

# TECHNICAL APPENDIX

- A. Summary of Input from Public Outreach Activities
- B. Summary of Collision Trends
- C. Collision Profiles and Countermeasure Pairings
- D. Priority Project Cut Sheets (10)
- E. Priority Project Conceptual Layouts (3)










Sunnyvale

**VISION  
ZERO**

**TECHNICAL  
APPENDIX**







Photographs provided by the City  
of Sunnyvale and Fehr & Peers

Design & Layout by Fehr & Peers

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San Jose, CA 95113

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# TECHNICAL APPENDIX

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# A. SUMMARY OF INPUT FROM PUBLIC OUTREACH ACTIVITIES





**City of Sunnyvale Vision Zero Plan  
Online Survey Results Summary, November 2017**

The City of Sunnyvale posted an online survey for the Vision Zero Plan to solicit input from the community on traffic safety concerns in Sunnyvale. The survey was open in September and October 2017.

**Multiple Choice Questions**

A summary of results from the online survey multiple choice questions is as follows.

**What is your primary mode of transportation for travel in Sunnyvale?**






	Response Percent	Response Count
Personal Vehicle	82.0%	318
Carpool	0.5%	2
Bicycle	11.3%	44
Walking	2.3%	9
Public Transportation	0.5%	2
Other	3.4%	13

**Does safety affect the mode of transportation you chose for travel in Sunnyvale?**






	Response Percent	Response Count
Yes	65.9%	255
No	34.1%	132








**What would be your primary mode of transportation in Sunnyvale if safety were not a consideration?**

		Response Percent	Response Count
Personal Vehicle		46.7%	176
Bicycle		41.9%	158
Walking		7.7%	29
Public Transportation		1.3%	5
Other		2.4%	9

**How often do you travel by walking (i.e. work, school, shopping, etc.)?**

		Response Percent	Response Count
Daily		23.5%	91
Weekly		34.4%	133
Monthly		18.1%	70
Never		18.3%	71
Other		5.7%	22

**How often do you travel by bicycle (i.e. work, school, shopping, etc.)?**

		Response Percent	Response Count
Daily		14.9%	58
Weekly		17.3%	67
Monthly		12.6%	49
Never		48.2%	187
Other		7.0%	27



### Who do you feel is most responsible for keeping roadways safe?

		Response Percent	Response Count
Department of Public Works		15.6%	60
Department of Public Safety		16.1%	62
All road users		59.7%	230
Other		8.6%	33

### What is your top traffic safety concern in the City?

		Response Percent	Response Count
Speeding		24.0%	93
Red light runners		17.3%	67
Illegal turning		5.4%	21
Traffic congestion		20.1%	78
Pedestrians illegally crossing		0.8%	3
Bicyclists riding unsafely		3.6%	14
Other		28.9%	112

Source: Sunnyvale Vision Zero online survey. Accessed November 9, 2017; 388 responses.  
([https://www.peakdemocracy.com/portals/209/Issue\\_5386/survey\\_responses](https://www.peakdemocracy.com/portals/209/Issue_5386/survey_responses))

### Map Comments

The online survey map asked participants to indicate where they have noticed transportation safety issues and to include a comment describing the concern. Participants dropped 1,542 pins on the online map. Fehr & Peers classified the survey map comments into 20 categories, listed below.

- |                        |                            |
|------------------------|----------------------------|
| 1. Signal Timing Issue | 5. Sidewalk Segment Issue  |
| 2. High Speeds         | 6. Crosswalk Issue         |
| 3. High Volumes        | 7. Intersection Issue      |
| 4. Road Segment Issue  | 8. Turning / Merging Issue |



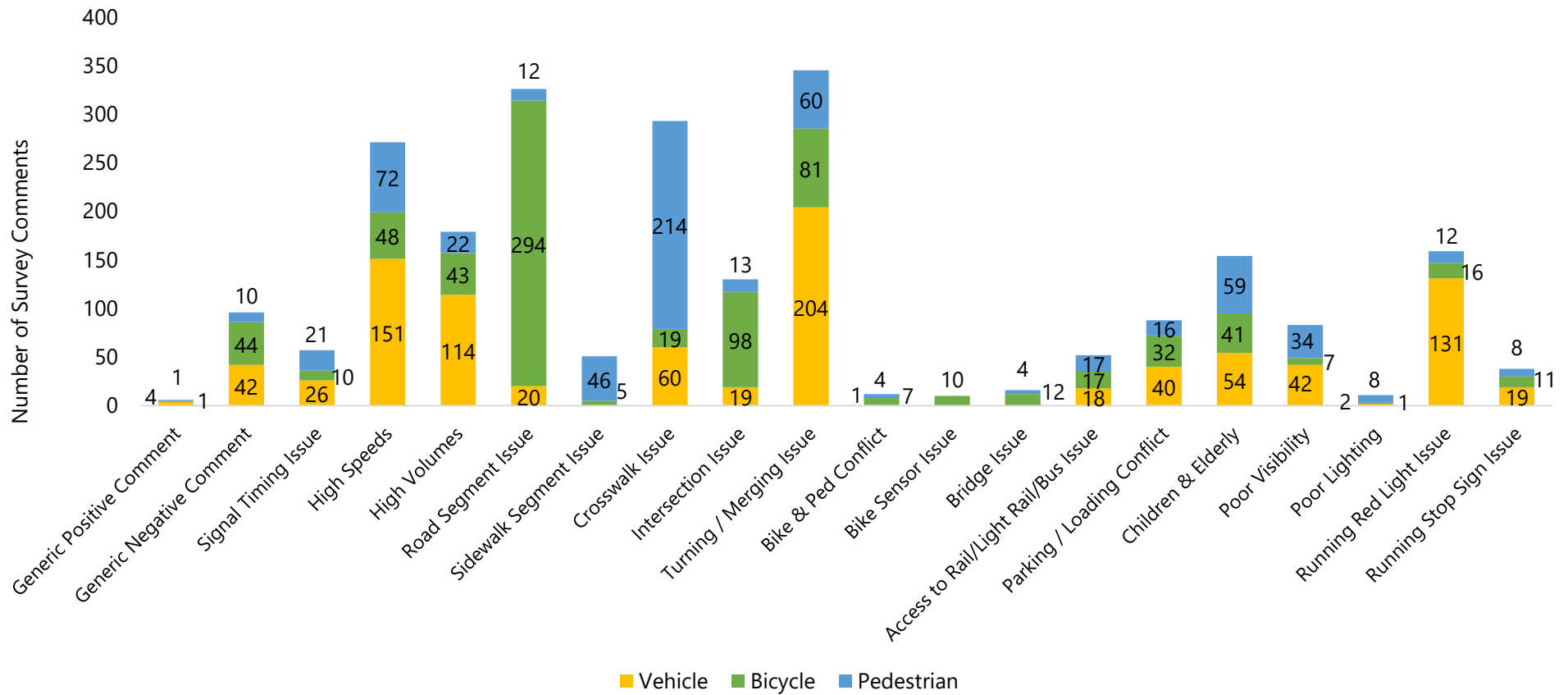
- |   |                              |
|---|------------------------------|
| 9. Bike & Ped Conflict                  | 15. Poor Visibility          |
| 10. Bike Sensor Issue                   | 16. Poor Lighting            |
| 11. Bridge Issue                        | 17. Running Red Light Issue  |
| 12. Access to Rail/Light Rail/Bus Issue | 18. Running Stop Sign Issue  |
| 13. Parking / Loading Conflict          | 19. Generic Positive Comment |
| 14. Children & Elderly                  | 20. Generic Negative Comment |

Two thirds of the survey comments (912) were classified under one category. One third of the survey comments (619) were classified under more than one category. Eleven comments were not categorized.

The most frequently mentioned pedestrian comments related to crosswalk issues (214, 34%), high speeds (72, 11%), turning/merging issues (60, 9%) and children/elderly (59, 9%). The most frequently mentioned bicycle comments related to road infrastructure/segment issues (294, 37%), intersection issues (98, 12%) and turning/merging issues (81, 10%). The most frequently mentioned vehicle comments related to turning/merging issues (204, 22%), high speeds (151, 16%) and running red light issues (131, 14%).

The figure on the following page shows the number of comments by mode and category.





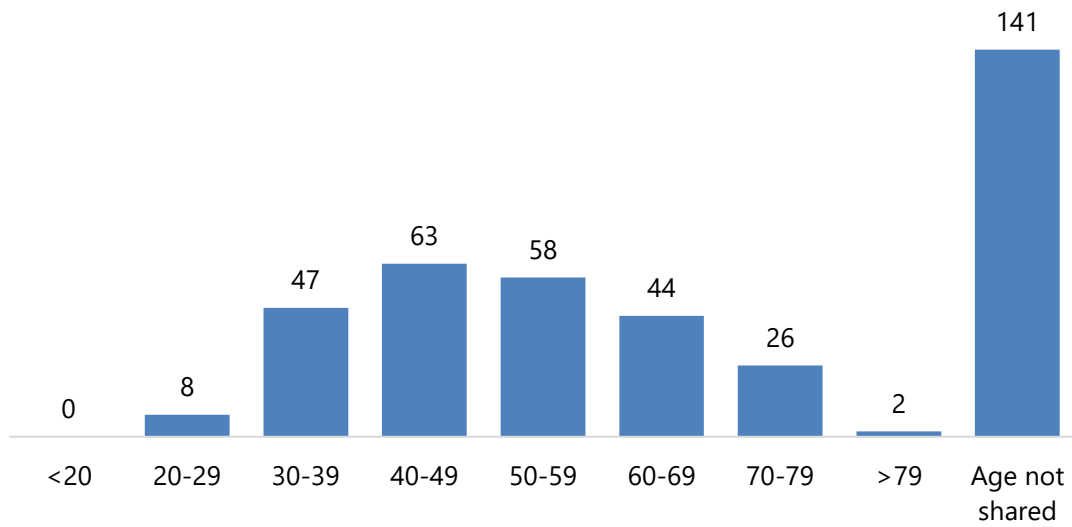
Source: Sunnyvale Vision Zero online survey. Accessed October 19, 2017; 371 responses.  
([https://www.peakdemocracy.com/portals/209/Issue\\_5386/survey\\_responses](https://www.peakdemocracy.com/portals/209/Issue_5386/survey_responses))



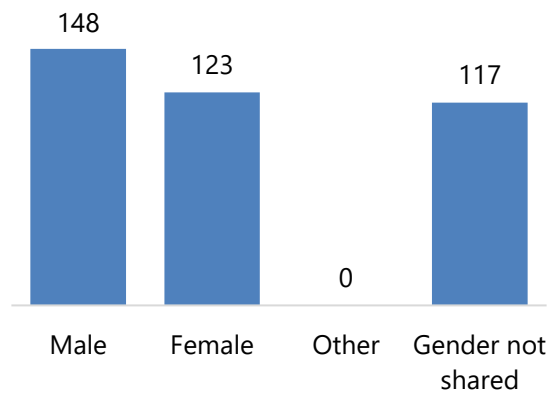
## Participant Demographics

A summary of online survey participant demographics is as follows.

### Age



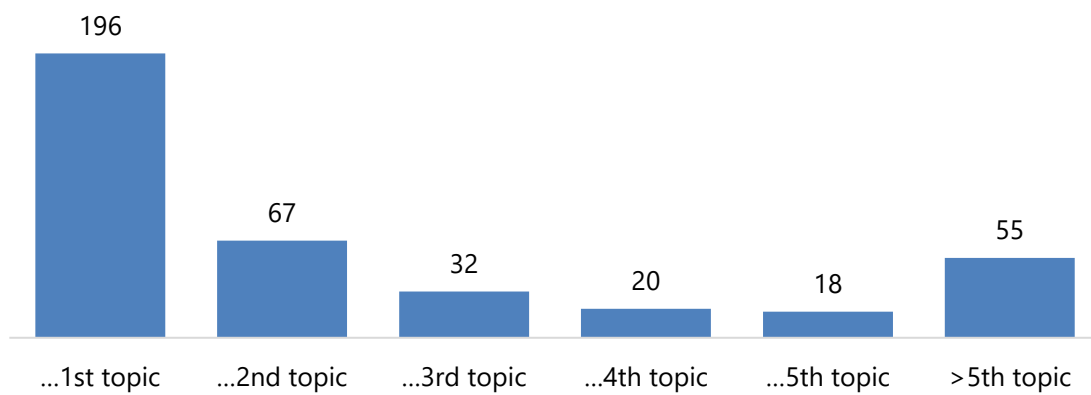
### Gender





### Frequency of participation

Frequency of participation reflects how many surveys a given respondent has completed through Open Town Hall. The results show that this was the first Open Town Hall survey completed for many respondents.



Source: Sunnyvale Vision Zero online survey. Accessed November 9, 2017; 388 responses.  
([https://www.peakdemocracy.com/portals/209/Issue\\_5386/survey\\_responses](https://www.peakdemocracy.com/portals/209/Issue_5386/survey_responses))



## City of Sunnyvale Vision Zero Plan Community Workshop Key Takeaways, October 2017

The City of Sunnyvale hosted the first Vision Zero Plan Community Workshop October 5, 2017, to raise awareness for Vision Zero and to understand perceived issues, unreported collisions, close calls and other potentially challenging conditions. Thirteen participants used voting boards to provide citywide feedback about mode choices, safety concerns, and preferences for safety treatments. They also provided location-specific feedback about safety concerns on aerial maps.

### Voting Boards Summary

Participants were asked their primary mode of travel, top safety concerns, views on responsibility for road safety, and preferred safety enhancements.

- Personal vehicle and bicycle were the top two primary modes of travel for participants, with five and four votes, respectively. Two participants chose walk and one participant chose motorcycle.
- The top safety concern among participants was red light runners (5), followed by traffic congestion (3) and bicyclists riding in an unsafe manner or violating traffic laws (2). Participants also noted speeding (1) and short crossing times (1).
- Nearly all participants stated that all road users are most responsible for keeping roads safe. One participant indicated the Department of Public Safety. The Department of Public Works received no votes, but the results may have been affected by the fact that several participants did not know that Public Works is responsible for designing roadways (based on conversations with participants).
- Participants voted on the top three safety enhancements they would like implemented in Sunnyvale. The most votes (4) were given to widening or adding connectivity of sidewalks; bicycle lanes; and turn signals for vehicles and traffic signal coordination and timing. Midblock pedestrian crossings and separated bike lanes received three votes each.

Tables summarizing the voting boards are included in **Attachment 1**.

### Map Summary

Participants reported transportation safety feedback at specific locations in Sunnyvale by mode, placing 105 pins for bicycles, 38 pins for pedestrians, and 18 pins for vehicles. Common themes included support for:

- Filling gaps in bicycle network with high-quality facilities that are comfortable and convenient for cross-city travel – including on expressways (participants expressed appreciation for Evelyn Avenue and Duane Avenue bicycle facilities)



- Filling gaps in pedestrian network with improved crossings – including using HAWKs or other high visibility crossing treatments
- Enhancing crossings of major roadways near schools (for example, the crossing of ECR at the middle school on Poplar)
- Improving pedestrian and bicycle access through ramp intersections at highways and arterials
- Improving pedestrian and bicycle accommodations on overpasses
- Addressing conflict areas with high pedestrian and bicycle activity near
  - Transit (e.g., Caltrain, LRT)
  - Schools, particularly during pick-up and drop-off periods
  - Shopping centers
  - Restaurants near office parks

Locations with high concentrations of pins largely aligned with the corridors on the City's High Injury Network, including:

- 237 ramps/overpasses at N Mathilda Ave and Lawrence Expy
- 101 ramps/overpasses at N Mathilda Ave, Fair Oaks Ave, and Lawrence Expy
- Tasman Dr, in particular at Fair Oaks Ave intersection
- Maude Ave
- Central Expy
- Evelyn Ave between Mathilda and Sunnyvale
- El Camino Real
- Reed Ave near Lawrence Expy
- Fremont Ave
- Homestead Rd
- Bernardo Ave
- Mary Ave
- Mathilda Ave
- Sunnyvale Ave between Maude and Evelyn
- Fair Oaks Ave
- Wolfe Rd
- Lawrence Expy



## ATTACHMENT 1. VOTING BOARDS RESULTS

**Table 1. Primary Mode of Transportation**

Primary Mode	Count
Personal Vehicle	5
Bike	4
Walk	2
Motorcycle	1
Taxi/Ridesharing App	0
Public Transit	0
Carpool	0
Other	0

**Table 2. Top Safety Concerns**

Traffic Safety Concern	Count
Red light runners	5
Traffic congestion	3
Bicyclists riding in an unsafe manner or violating traffic laws	2
Speeding	1
Pedestrians illegally crossing streets	0
Illegal turning	0
Other: Crossing times too short	1

**Table 3. Responsibility for Road Safety**

Party or Agency	Count
All road users	6
Department of Public Safety	1
Department of Public Works	0
Other	0



**Table 4. Preferred Safety Enhancements**

<b>Safety Enhancement</b>	<b>Count</b>
Sidewalks (widen or add connectivity)	4
Bike lanes	4
Turn signals for vehicles and traffic signal coordination and timing	4
Separated bike lanes	3
Mid-block pedestrian crossings	3
Narrower travel lanes	2
Crosswalks and pedestrian signals at intersections (including ADA accessibility)	2
Greater separation between sidewalks and vehicle traffic	1
Traffic calming (roundabouts, traffic circles, speed bumps)	1
Improve sight distances at corners	1
Bicycle sharrows	0
Bicycle detection at traffic signals	0
Add streetlighting for improved visibility	0





## City of Sunnyvale Vision Zero Plan Community Workshop and Online Survey Key Takeaways, April 2018

The City of Sunnyvale hosted the second Vision Zero Plan Community Workshop on April 5, 2018. The workshop goals were to provide an update on the plan progress and to gather feedback from local residents and employees on preferred citywide safety strategies and infrastructure improvements to address safety concerns at ten priority project locations in Sunnyvale. Twenty-one participants provided 153 comments on priority project location posters that contained proposed safety treatments and crash data by mode, severity, location, and cause. Participants also voted on draft citywide safety strategies that the City could focus on as part of the Vision Zero Plan.

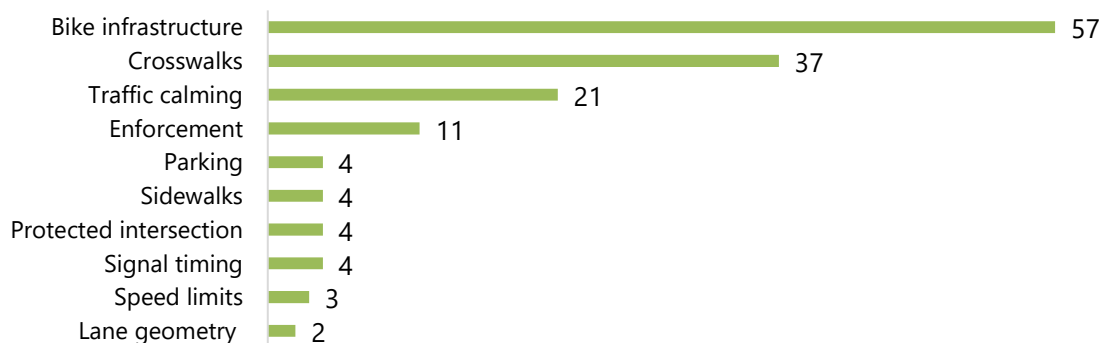
To complement the workshop, the City requested public input through an online survey. The survey was available on the Sunnyvale Vision Zero webpage from mid- to late-April 2018. It received 230 visitors and 75 responses. Respondents were asked to vote on countermeasures and provide comments on how to improve safety at each priority location.

### PRIORITY LOCATION COUNTERMEASURES

#### Workshop Overview

Participants provided their input on preferred transportation safety countermeasures at the ten priority project locations in Sunnyvale. Common themes across the locations are summarized in **Figure 1**. Bicycle infrastructure was the most requested countermeasure at the priority project locations, followed by crosswalks and traffic calming.

**Figure 1. Preferred Countermeasures at Priority Locations, by Category (Workshop)**





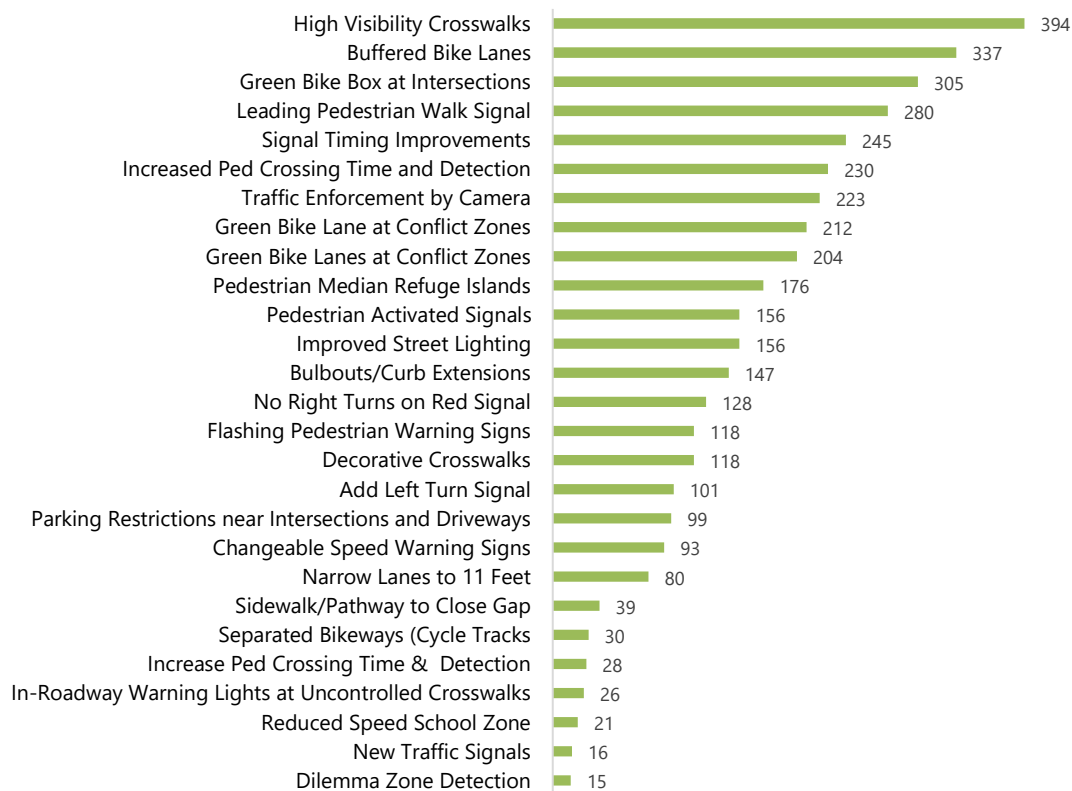
## Survey Overview

The Sunnyvale Vision Zero online survey was available to the public from mid- to late April 2018. Seventy-five respondents provided their preferences for specific countermeasures at the ten priority project locations. Responses by priority location are described in greater detail in subsequent sections. **Figure 2** shows the preferred countermeasures across all priority locations. High visibility crosswalks, buffered bike lanes, and green bike boxes at intersections were most preferred overall.

Online survey respondents also provided text comments. Overall, many commenters recommended reducing vehicular speeds through lower speed limits and roadway redesign, providing green paint or buffered bicycle lanes, modifying crosswalks to be more visible to vehicles, and adding pedestrian and bicycle bridges or tunnels. Narrowing driving lanes to slow drivers and adding protected left turns were also suggested at multiple locations.



**Figure 2. Preferred Countermeasures at Priority Locations (Online Survey)**



### **Priority Location #1: El Camino Real between S. Mary Avenue and S. Mathilda Avenue**

#### **Workshop Comments**

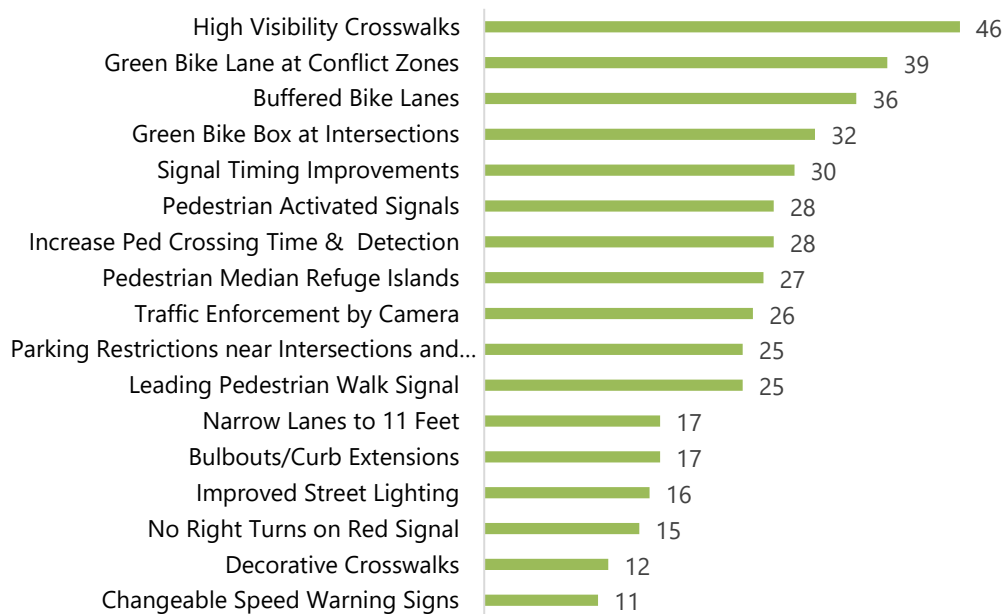
Responses for Priority Location #1 requested improved pedestrian crossings through leading pedestrian intervals (LPI), curb extensions, or varying crosswalk materials, traffic calming of vehicles to slow speeds, and bicycle lanes. One respondent recommended eliminating on-street parking on El Camino Real to provide space for bike lanes and improve visibility. Another respondent suggested increasing traffic enforcement.

#### **Survey Results**

Survey responses for Priority Location #1 are summarized in **Figure 3**. The top three requested treatments at this location were high visibility crosswalks, green bike lanes at conflict zones, and buffered bike lanes.



**Figure 3. Online Survey Responses, Priority Location #1**



### Survey Comments

Additional survey comments for Priority Location #1 noted that this corridor is along a major school commute route, and therefore it is important to protect bike commuters on this roadway from vehicles traveling at high speeds and to consider adding crossing guards near schools. One respondent noted:

*"There are a large number of pedestrians that gather at Pastoria and ECR at school commute times. They overflow [the] intersection. A bulbout would be helpful. Also many people whip around this intersection making right turns and risk pedestrian safety... Protecting bike commuters through here is important for the same reasons."*

Lower speeds were also requested – a commenter noted that 40 MPH is too high for a corridor where pedestrians are prevalent.

### Priority Location #2: El Camino Real between S. Taaffe Street and S. Fair Oaks Avenue

#### Workshop Comments

At Priority Location #2, participants noted the need for pedestrian infrastructure, including pedestrian refuge islands, pedestrian detection, HAWK or RRFBs for mid-block crossings, and measures that remove conflicts between pedestrians and left-turning vehicles. Neighborhood cut-

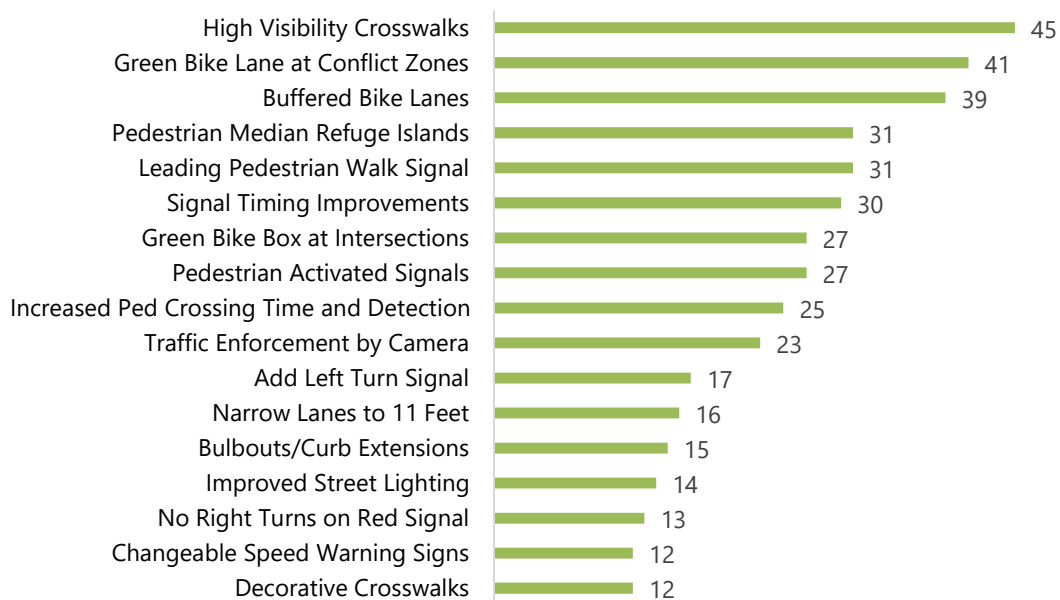


through, speeding on neighborhood streets, and the lack of safe bicycle infrastructure were also noted. Implementing protected intersections as a means to improve bicycle and pedestrian safety was recommended.

### Survey Results

**Figure 4** shows survey results for Priority Location #2. The most requested countermeasures at this location were high visibility crosswalks, green bike lanes at conflict zones, and buffered bike lanes.

**Figure 4. Online Survey Responses, Priority Location #2**



### Survey Comments

Many survey comments reflect and echo the votes shown in **Figure 4** for Priority Location #2. Additional comments suggest narrowing traffic lanes to slow traffic and encourage drivers to pay attention, using more reflective roadway paint, and providing a bicycle detection button within reach of the bike lanes instead of at the crosswalks. Several commenters suggested a pedestrian/bicycle bridge or tunnel to serve the volume of people crossing between shopping centers far from intersections, as quoted below:

*"A more comprehensive fix for this location could be to build pedestrian bridge to connect the two shopping areas on both sides of El Camino Real."*



### Priority Location #3: El Camino Real between E. Fremont Avenue and S. Wolfe Road

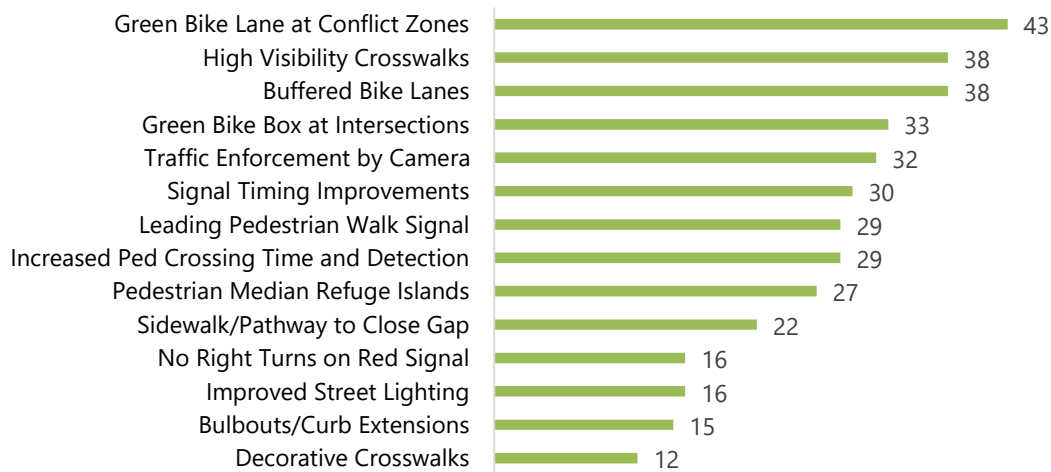
#### Workshop Comments

Recommendations for Priority Location #3 included implementing traffic calming infrastructure – such as speed tables, chicanes, and rotaries – as well as providing an off-street path for pedestrians and bicyclists. Other comments echoed recommendations for Location #1 and #2, also on El Camino Real, and included providing bicycle lanes with physical barriers, pedestrian refuge islands, pedestrian detection and countdown timers at traffic signals, and reconfiguring intersections to protect bicyclists and pedestrians.

#### Survey Results

**Figure 5** shows online survey results for Priority Location #3. Similar to the previous priority locations, the top three requested countermeasures at this location were green bike lanes at conflict zones, high visibility crosswalks, and buffered bike lanes.

**Figure 5. Online Survey Responses, Priority Location #3**



#### Survey Comments

Several respondents' comments for Priority Location #3 included improving wayfinding and signage to lessen confusion on this section of El Camino Real, as quoted below:

*"This 'triangle' seems to confuse a lot of drivers. Some drive impossibly slowly on a green light while others think they can gun it to make it through both intersections (Fremont Ave & El Camino Real)."*



One commenter recommended rerouting southbound left vehicles on Wolfe to El Camino Real to use Fremont Avenue instead and to reroute vehicles westbound to use Fremont Avenue instead of El Camino Real.

#### **Priority Location #4: Remington Drive / Fair Oaks Avenue between Iris Avenue and Manet Drive**

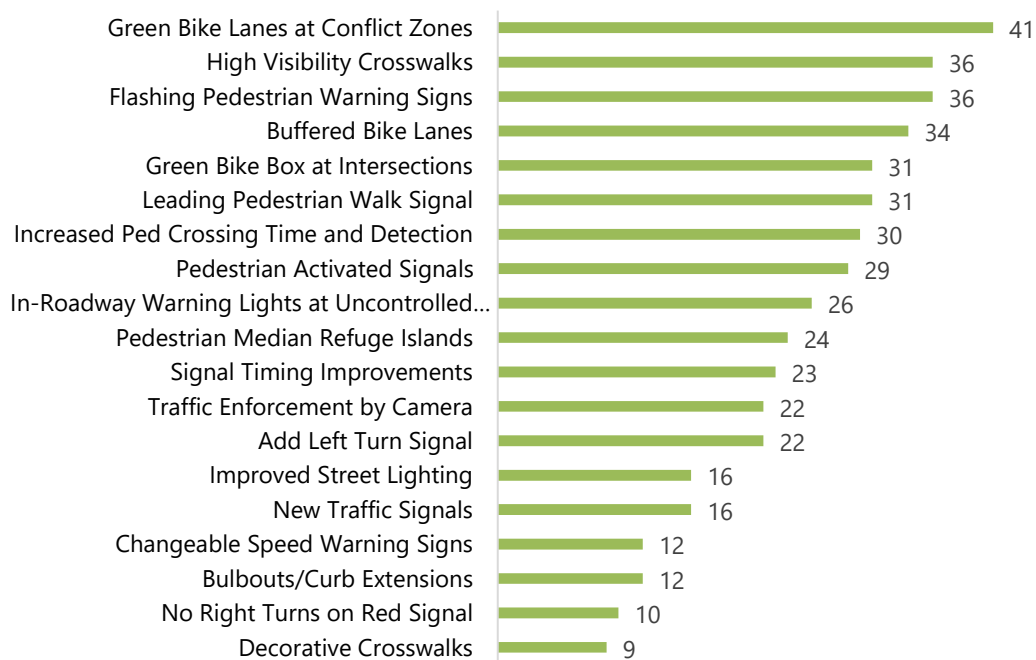
##### **Workshop Comments**

Participants' recommendations at this location focused on bicycle infrastructure, such as bike boxes, buffered bike lanes, and green paint at conflict points. Increased enforcement and added speed tables were suggested as a means to slow traffic. One participant noted that the senior center and senior housing are located on either side of Remington Drive, and that person suggested providing a better connection mid-block for seniors to safely access the recreational facilities.

##### **Survey Results**

Survey responses of countermeasure preferences at Priority Location #4 are shown in **Figure 6**. The top three requested countermeasures at this location were green bike lanes at conflict zones, high visibility crosswalks, and flashing pedestrian warning signs.

**Figure 6. Online Survey Responses, Priority Location #4**







### Survey Comments

Respondents provided comments to supplement their responses in **Figure 6**. One commenter requested advance limit lines:

*"Perhaps the traffic lights and stop line for cars could be 10 feet earlier (i.e. further away from the actual intersection). That way, there would be a little more space to detect pedestrians and to react."*

Other respondents noted that many pedestrians in this area are going to the community center and that green and buffered bike lanes remind drivers to anticipate pedestrians and bicyclists. One respondent recommended that the bike lanes on Remington and Fair Oaks be extended all the way to the intersection with El Camino Real and stated that buses often block the bike lanes on Remington and Fair Oaks.

### Priority Location #5: El Camino Real between Henderson Avenue and Helen Avenue

#### Workshop Comments

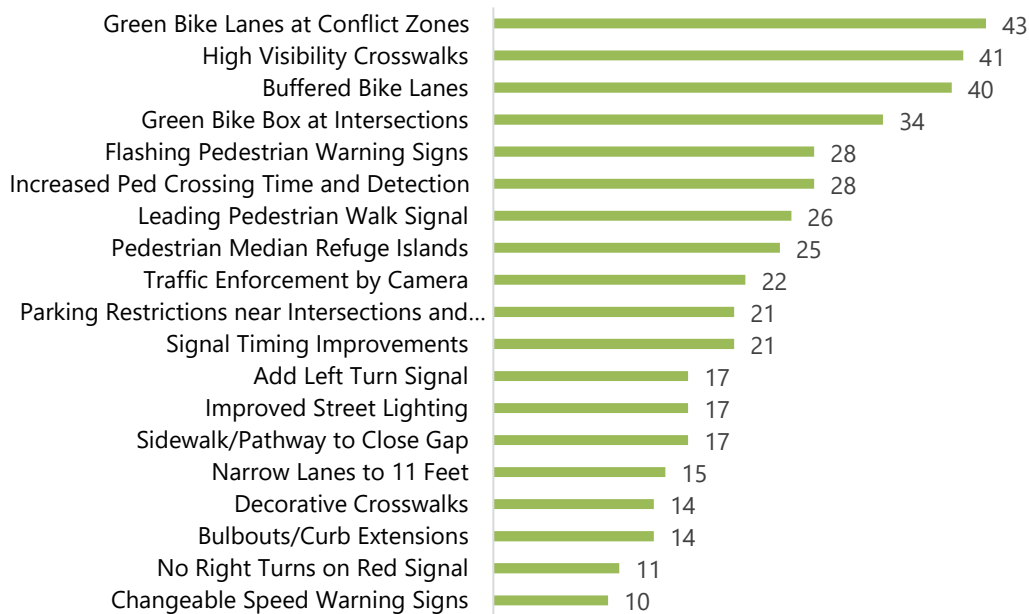
Recommendations for Priority Location #5 for pedestrian infrastructure included pedestrian refuge islands, high visibility crosswalks with advance limit lines, and wider sidewalks. Eight of the 19 comments on this segment noted the need for some type of separated bicycle lanes. Additional suggestions included adjusting signal timing to shorten the wait times, increasing enforcement, and reducing the speed limit to match adjacent jurisdictions.

#### Survey Results

Survey results for Priority Location #5 are summarized in **Figure 7**. The top four requested countermeasures at this location were green bike lanes at conflict zones, high visibility crosswalks, buffered bike lanes, and green bike boxes at intersections.



**Figure 7. Online Survey Responses, Priority Location #5**



### Survey Comments

Online survey respondents provided additional comments. One respondent noted that to cross El Camino Real from Henderson, there is no clear path for bikes to follow. Another stated:

*"This corridor, along with the intersection of El Camino Real and Poplar, are direct entry points for Peterson Middle School. It is ludicrous that there are no crossing guards, no light-up crosswalks, no bike lanes...to keep our kids safe...At least provide crossing guards as an interim measure until the City can (hopefully) install light-up crosswalks with longer lead time, buffered bike lanes, or changes to signal timing."*

It was also recommended that a protected left turn be added at El Camino Real and Henderson, because respondents observe that vehicles making a left turn from Henderson onto El Camino Real often do not yield to student pedestrians, bicyclists, or on-coming traffic.

### Priority Location #6: N. Mathilda Avenue and W. Maude Avenue

#### Workshop Comments

Comments at Priority Location #6 echoed those at other locations. They focused on improving pedestrian and bicycle infrastructure and traffic calming. Participants noted the need to physically alert drivers to pedestrian and bicyclists in this area. A pedestrian scramble, speed tables, LPI,

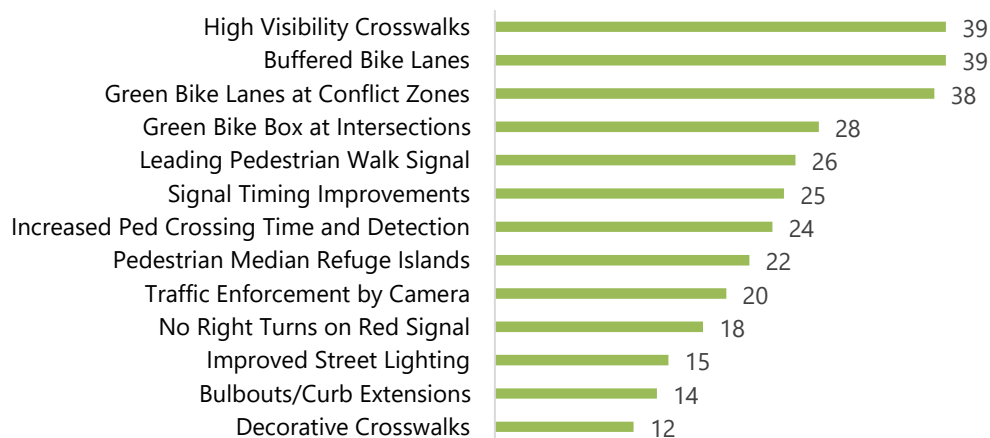


pedestrian refuge islands, and rumble strips were suggested for this intersection. Three participants noted that there are many pedestrians in this area, and multiple participants stated that they are not comfortable bicycling on the sharrows and bike lanes currently in place.

### Survey Results

**Figure 8** summarizes the online survey responses at Priority Location #6. The top three selected countermeasures at this location were high visibility crosswalks, buffered bike lanes, and green bike lanes at conflict zones.

**Figure 8. Online Survey Responses, Priority Location #6**



### Survey Comments

One respondent noted that bicycle lanes end on Maude before the intersection and continue after the intersection, requesting a clearly marked path for bicyclists through the intersection. Other requested treatments included lower speed limits, adding a diagonal (scramble) crosswalk from Mathilda to the Sunnyvale Square shopping center, and removing parking near the Lucky shopping center to provide room for bicycle facilities. Modifying driveways to only certain movements was also suggested, as quoted below:

*"[On] W Maude between N Mathilda and N Mary Ave... Drivers emerge from office buildings in Peery Park onto W Maude and attempt to cross all lanes of traffic to turn right onto N Mathilda Ave (headed south) or to cross lanes of traffic to turn left at N Mathilda Ave (headed north). Drivers sometimes stop, perpendicular to the flow of traffic while attempting a left turn onto W Maude from office building driveways. The simplest, cheapest, and safest solution to this dangerous situation is to route all office building traffic to Pastoria and Potrero Aves with traffic control at the exit points*



*from the office campuses. Then, drivers can safely turn left or right onto W Maude without injury to bikers, pedestrians, or motorists.”*

### Priority Location #7: N. Fair Oaks Avenue between Balsam Avenue and E. Taylor Avenue

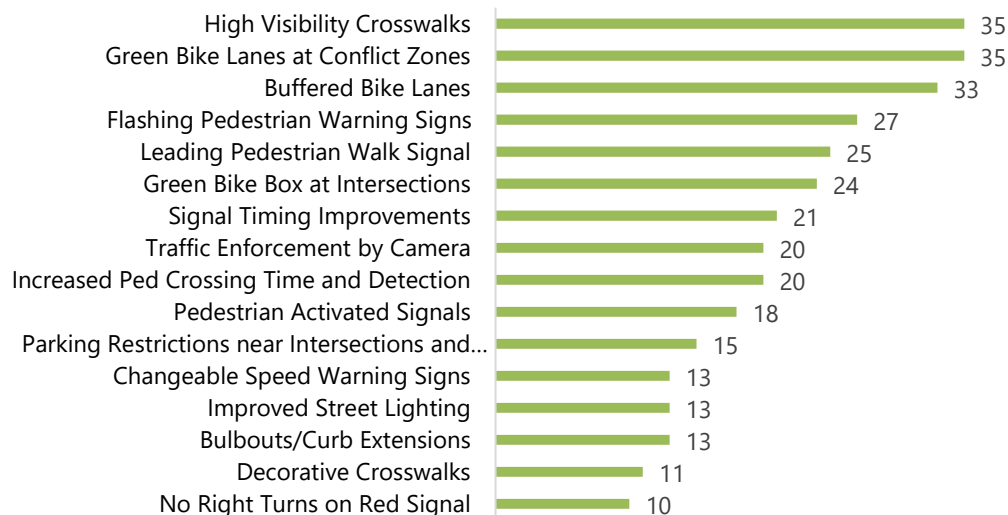
#### Workshop Comments

Participants requested buffered or protected bicycle lanes and a pedestrian crossing table or HAWK crossing near Fair Oaks Park at Priority Location #7. With plans in place to upgrade the park, responses noted that additional park users and children will likely cross Fair Oaks in this area. Traffic calming measures and speed enforcement were also recommended to slow speeds.

#### Survey Results

Survey results for Priority Location #7 are shown in **Figure 9**. The top three requested countermeasures at this location were high visibility crosswalks, green bike lanes at conflict zones, and buffered bike lanes.

**Figure 9. Online Survey Responses, Priority Location #7**



#### Survey Comments

Multiple survey comments for Priority Location #7 requested providing a pedestrian and/or bicycle bridge over Fair Oaks. Other comments included suggestions to not allow left turns out of the Chavez Supermarket and shopping area and to close Maude Avenue to through traffic between Fair Oaks and Wolfe.



One respondent suggested providing bicycle infrastructure, quoted below:

*"Shortcut traffic through Duane should be eliminated. A neighborhood parallel bike path or a dedicated bike lane in the parking spaces should be a focus as Fair Oaks is currently too dangerous for cyclists."*

### Priority Location #8: Fremont Avenue between Sunnyvale Saratoga Road and Floyd Avenue

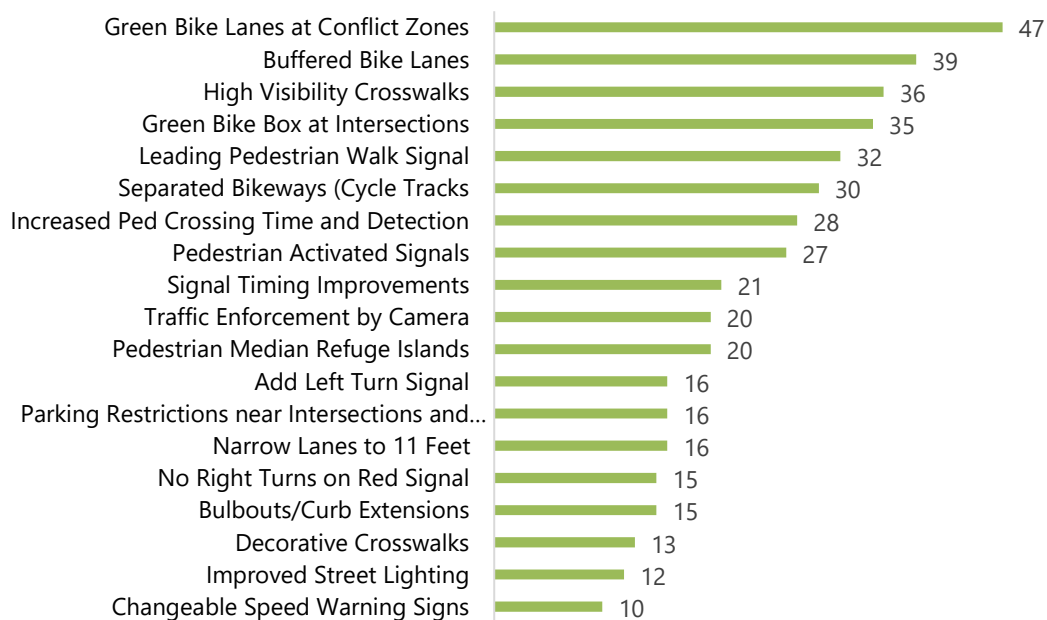
#### Workshop Comments

Recommendations for Priority Location #8 focused on traffic calming and bicycle infrastructure. Several participants noted that curb extensions pose a safety risk for bicyclists, stating that they cause bicyclists to swerve towards traffic. It was suggested that curb extensions be designed with cut-throughs for bicyclists. A pedestrian scramble, narrower traffic lanes, and increased enforcement were also recommended.

#### Survey Results

**Figure 10** shows the online survey responses for preferred countermeasures at Priority Location #8. Results indicate that the preferred countermeasure at this location were green bike lanes at conflict zones, buffered bike lanes, and high visibility crosswalks.

**Figure 10. Online Survey Responses, Priority Location #8**





### Survey Comments

Comments for Priority Location #8 suggested adding protection for bicyclists and pedestrians at intersections via physical protection for bicyclists near the shopping area parking lot entrances and exits and adding leading pedestrian intervals (LPIs) so that pedestrians have priority to cross before right turning vehicles.

One commenter stated:

*"The intersection at E. Fremont Ave and Bobwhite / Manet Avenues should be designated as a school crossing. The intersection is used by students to get to/from Fremont High School and Stockmeir Elementary, it gets more student pedestrian traffic than the Cascade Ave and Hollenbeck Ave intersection which is already designated as a school crossing. The existing School Zone signage on East Fremont does not conform to the standards/guidelines in CA MUTCD, [so] the signage should be updated."*

### Priority Location #9: Homestead Road between Heron Avenue and Wolfe Road

#### Workshop Comments

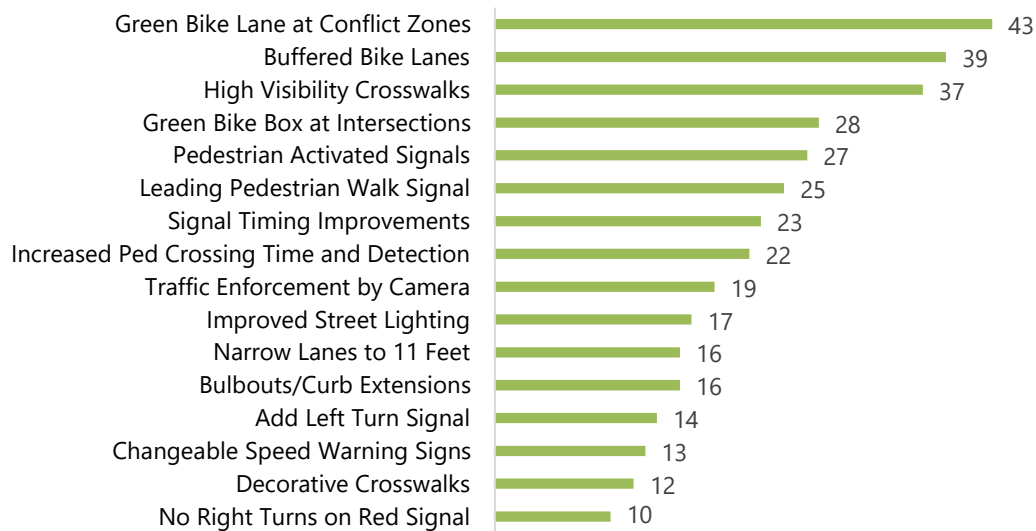
Six out of 13 comments at Priority Location #9 were recommendations to add buffered bike lanes or protected bike lanes, and two comments recommended a "road diet" or traffic calming. Participants also noted the need for crossing enhancements such as a HAWK signal at Linnet Lane, pedestrian scramble, and curb extensions to improve pedestrian safety.

#### Survey Results

Online survey responses for Priority Location #9 are shown in **Figure 11**. The top three recommended countermeasures at this location were green bike lanes at conflict zones, buffered bike lanes, and high visibility crosswalks.



**Figure 11. Online Survey Responses, Priority Location #9**



#### Survey Comments

Respondents recommended adding protected left turns from Homestead onto Heron, increasing signage and lane geometry paint in advance of intersections, and restricting driveways in and out of the shopping center for Priority Location #9.

In regards to part-time bike lanes and pedestrian crossings, one commenter noted:

*"[Add] full-time bike lanes. The part-time bike lanes are confusing and discouraging for bikers. We also need a pedestrian crossing at Linnet Lane."*

#### **Priority Location #10: Mary Avenue between Remington Drive and Fremont Avenue**

##### Workshop Comments

Comments at Priority Location #10 focused on bicycle safety improvements, such as buffered bike lanes, protected bike lanes, bike boxes, and consistent bicycle lanes along the corridor. Additional suggestions included LPIs, pedestrian scrambles, rumble strips or Botts' dots to separate motorists from pedestrians and bicyclists, parking restrictions, and speed enforcement.

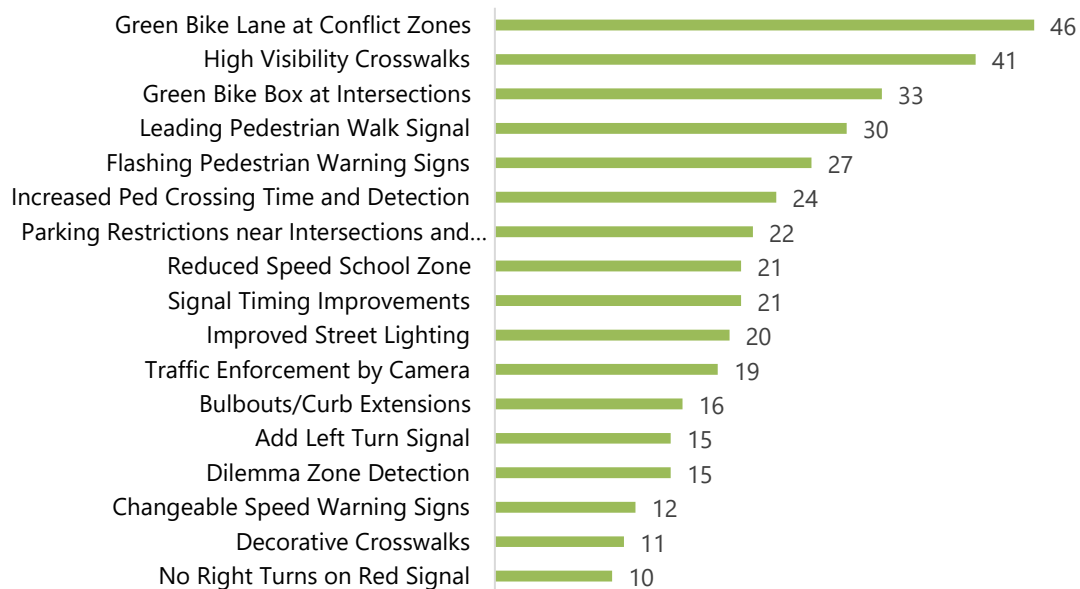
##### Survey Results

**Figure 12** shows that green bike lanes at conflict zones, high visibility crosswalks, and green bike boxes at intersections were the preferred countermeasure treatments at Priority Location #10.





**Figure 12. Online Survey Responses, Priority Location #10**



### Survey Comments

Survey comments for Priority Location #10 included the suggestion to add school zoning infrastructure such as signage and roadway paint along Mary Avenue in addition to the segment of Mary near Knickerbocker Drive currently designated as a school zone.

Regarding bicycle infrastructure, one commenter noted that:

*"It can be dark and hard to be seen when biking here. More visible bike lanes would help at intersections."*

### DRAFT SAFETY STRATEGIES

Workshop participants were asked to vote on draft citywide safety strategies that the City of Sunnyvale could incorporate into the Vision Zero Plan. Strategies that received one or more vote are shown in **Table 1**. A table showing all of the potential safety strategies presented at the workshop, including those that received no votes, are included in **Attachment 1**.



**Table 1. Draft Safety Strategies Feedback**

<b>A. Vision Zero Program</b>	<b>Votes</b>
Incorporate Vision Zero safety principles into future City plans and design documents.	1
Identify a permanent, dedicated funding source for Vision Zero implementation and coordination	1
Improve data collection on speed, impairment, cell phone use, and distraction for KSI collisions.	1
<b>B. Street Design and Operation</b>	
Install one low-cost safety improvement per year, such as new road markings, signs, and minor signal modification.	1
<b>C. Dangerous Behaviors</b>	
Launch high-visibility education PSA campaigns against speeding, distracted driving, impaired driving, and other high-risk behaviors. Campaigns will focus on HIN corridors	1
Support state Automated Speed Enforcement legislation	1
Integrate Vision Zero curriculum into Police Academy curriculum and in-service Public Safety Officer training	1
Explore opportunities to expand free or subsidized transit fares during holidays and for special events	1
Develop public promotional campaign to encourage late-night transit, taxi, rideshare, and other services to provide alternatives to impaired driving.	1
<b>D. Vulnerable Road Users</b>	
Continue building and improving the bicycle network consistent with the Sunnyvale Bicycle Plan and Santa Clara Countywide Bike Plan	1
Host traffic safety classes for pedestrians over 60 and children.	1
Implement reduced speed limits (15 MPH) on the streets adjacent to City schools	2



## ATTACHMENT 1. VOTING BOARDS RESULTS

**Table 2. Potential Safety Strategies Votes by Category**

<b>A. Vision Zero Program</b>		<b>Votes</b>
<b>External Initiatives</b>	Put Vision Zero on the agenda of the City's public, community group, and stakeholder meetings in 2018.	
	Launch online, interactive crash data map and website.	
	Incorporate Vision Zero safety principles into future City plans and design documents.	1
	Develop a workshop for Communications Department on how to best communicate about traffic crashes and roadway safety.	
<b>Data Collection &amp; Program Evaluation</b>	Identify a permanent, dedicated funding source for Vision Zero implementation and coordination.	1
	Publish an annual report to measure progress against the goals of the Action Plan.	
	Provide training for Department of Public Safety to improve collision data reporting, and preserve crash details and site evidence.	
	Improve data collection on speed, impairment, cell phone use, and distraction for KSI collisions.	1
	Establish regular pedestrian and bicyclist counts at consistent locations.	
<b>B. Street Design and Operation</b>		
<b>High Injury Network Infrastructure</b>	Develop designs and secure grant funding for ten priority project locations identified in plan, with a focus on roadway designs to improve safety.	
	Develop prioritized list of additional safety projects.	
<b>Operations Policies &amp; Design</b>	Install one low-cost safety improvement per year, such as new road markings, signs, and minor signal modification.	1
	Convene local stakeholders near high-crash corridors for input on project development.	
	Update City signal timing plans to improve safety for all modes (e.g. all red time, pedestrian crossing times).	
	Establish internal process for Vision Zero countermeasures to be evaluated and implemented, where feasible, on projects on the HIN.	
<b>C. Dangerous Behaviors</b>		
<b>Education and Outreach</b>	Launch high-visibility education PSA campaigns against speeding, distracted driving, impaired driving, and other high-risk behaviors.	1
	Campaigns will focus on HIN corridors.	
	Increase the use of speed feedback signs to discourage speeding.	
<b>Enforcement</b>	Deter impaired driving by targeting education and outreach at alcohol-serving establishments.	
	Support state Automated Speed Enforcement legislation.	1
	Integrate Vision Zero curriculum into Police Academy curriculum and in-service Public Safety Officer training.	1



<b><i>Providing Alternatives to Driving</i></b>	Explore opportunities to expand free or subsidized transit fares during holidays and for special events.	1
	Develop public promotional campaign to encourage late-night transit, taxi, rideshare, and other services to provide alternatives to impaired driving.	1
<b>D. Vulnerable Road Users</b>		
<b><i>Bicycles and Pedestrians</i></b>	Continue building and improving the bicycle network consistent with the Sunnyvale Bicycle Plan and Santa Clara Countywide Bike Plan.	1
	Install pedestrian countdown timers at every signalized crossing location in the City.	
	Install or upgrade pedestrian crossing treatments on the HIN.	
	Complete projects that improve bicycle pedestrian safety related to turning vehicles at intersections.	
<b><i>Children and Seniors</i></b>	Implement reduced speed limits (15 MPH) on the streets adjacent to City schools.	2
	Install high-visibility crosswalks near City schools.	
	Develop public service announcement campaign aimed at drivers to increase safety for pedestrians age 60+.	
	Host traffic safety classes for pedestrians over 60 and children.	1

## B. SUMMARY OF COLLISION TRENDS



# SUNNYVALE VISION ZERO



## Project Introduction & Existing Collision Trends

Community Workshop  
October 5, 2017



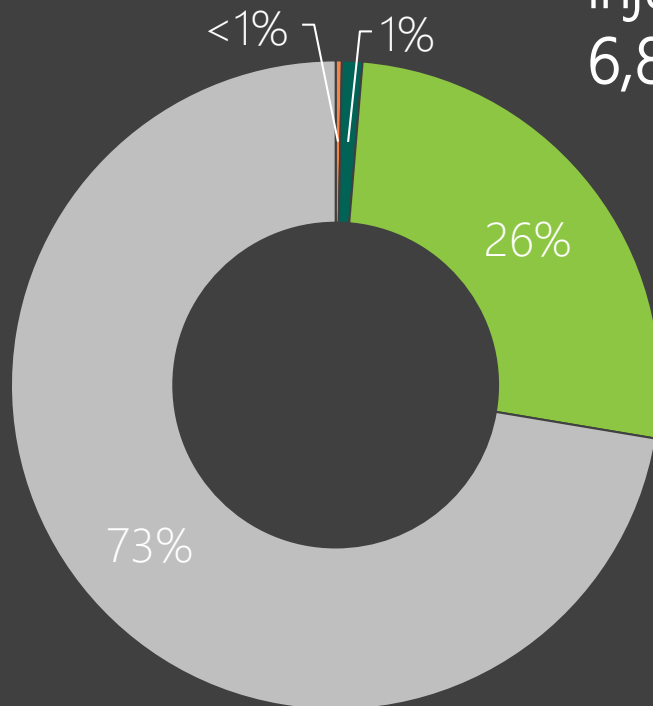
# **COLLISION TRENDS**



# ALL COLLISIONS

City of Sunnyvale, 2012 - 2016

91 collisions with a fatality (21) or severe injury (70) between 2012 and 2016, out of 6,875 total collisions.



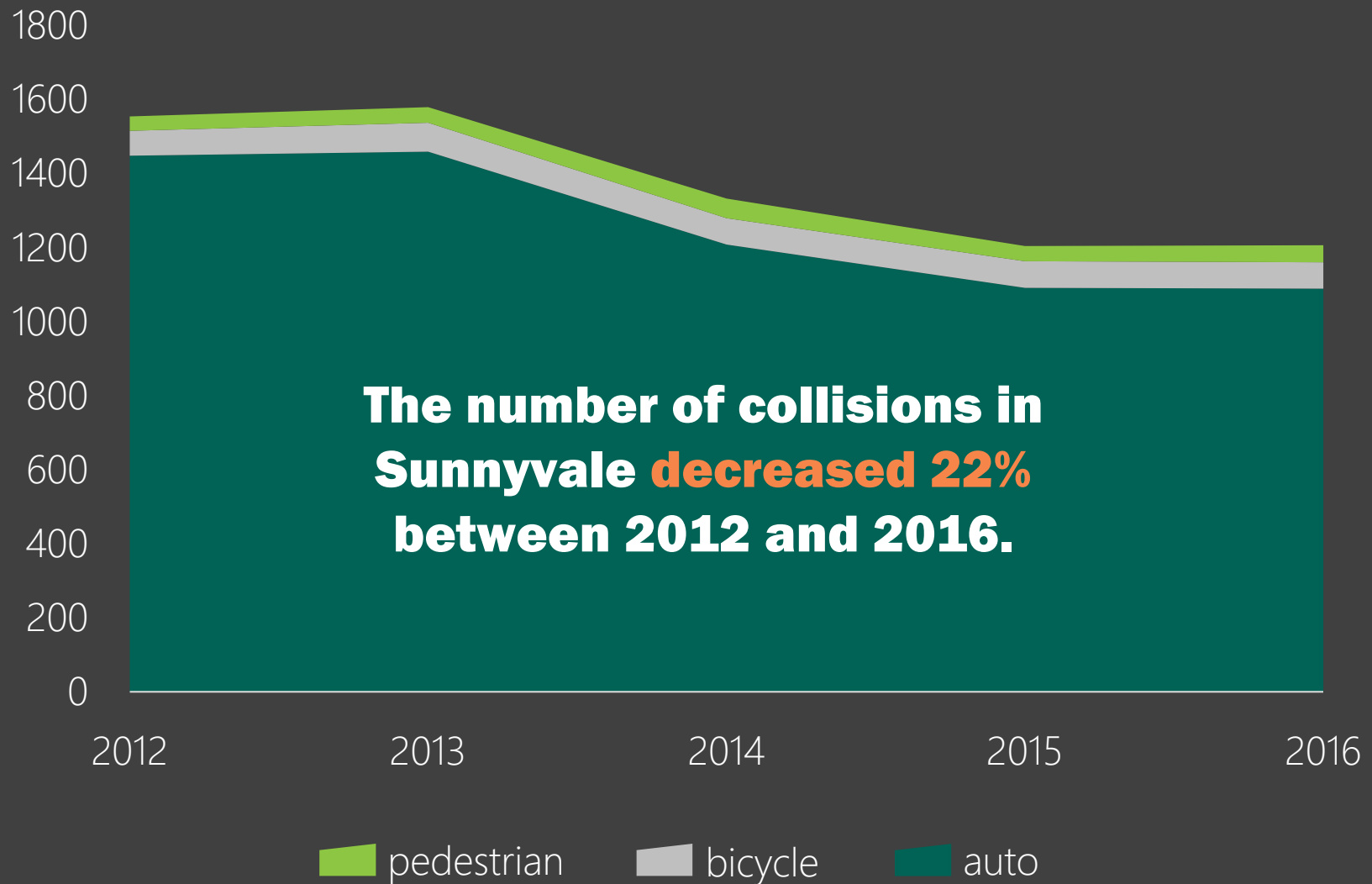
fatality severe injury non-severe injury non-injury

**Sunnyvale has fewer collisions than 80% of cities of comparable size (120,000 to 160,000 population).**

**Source: California Office of Traffic Safety (OTS) Injury and Fatal Rankings (2014)**

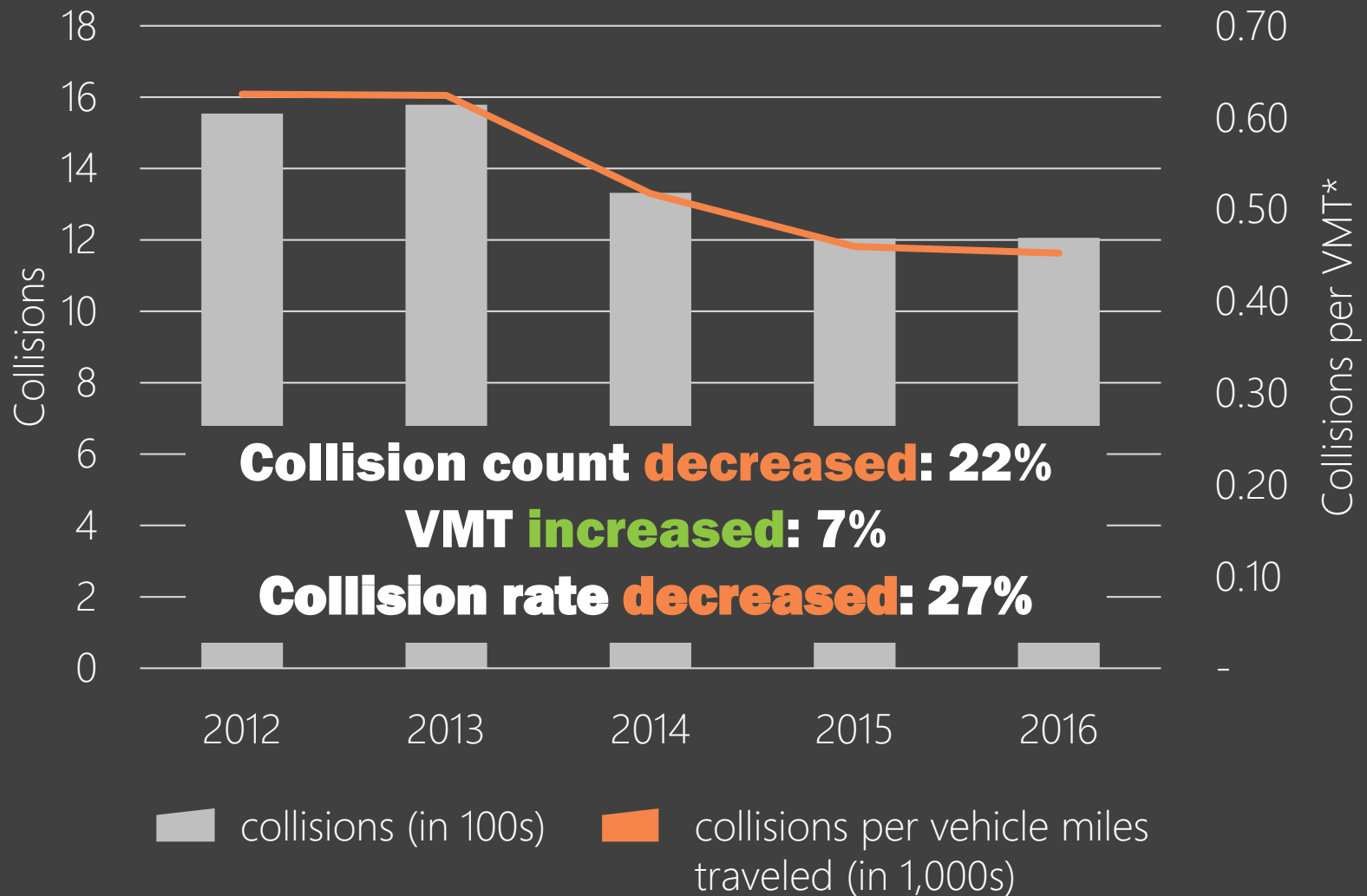
# ALL COLLISIONS

City of Sunnyvale, 2012 - 2016



# ALL COLLISIONS & DAILY VMT

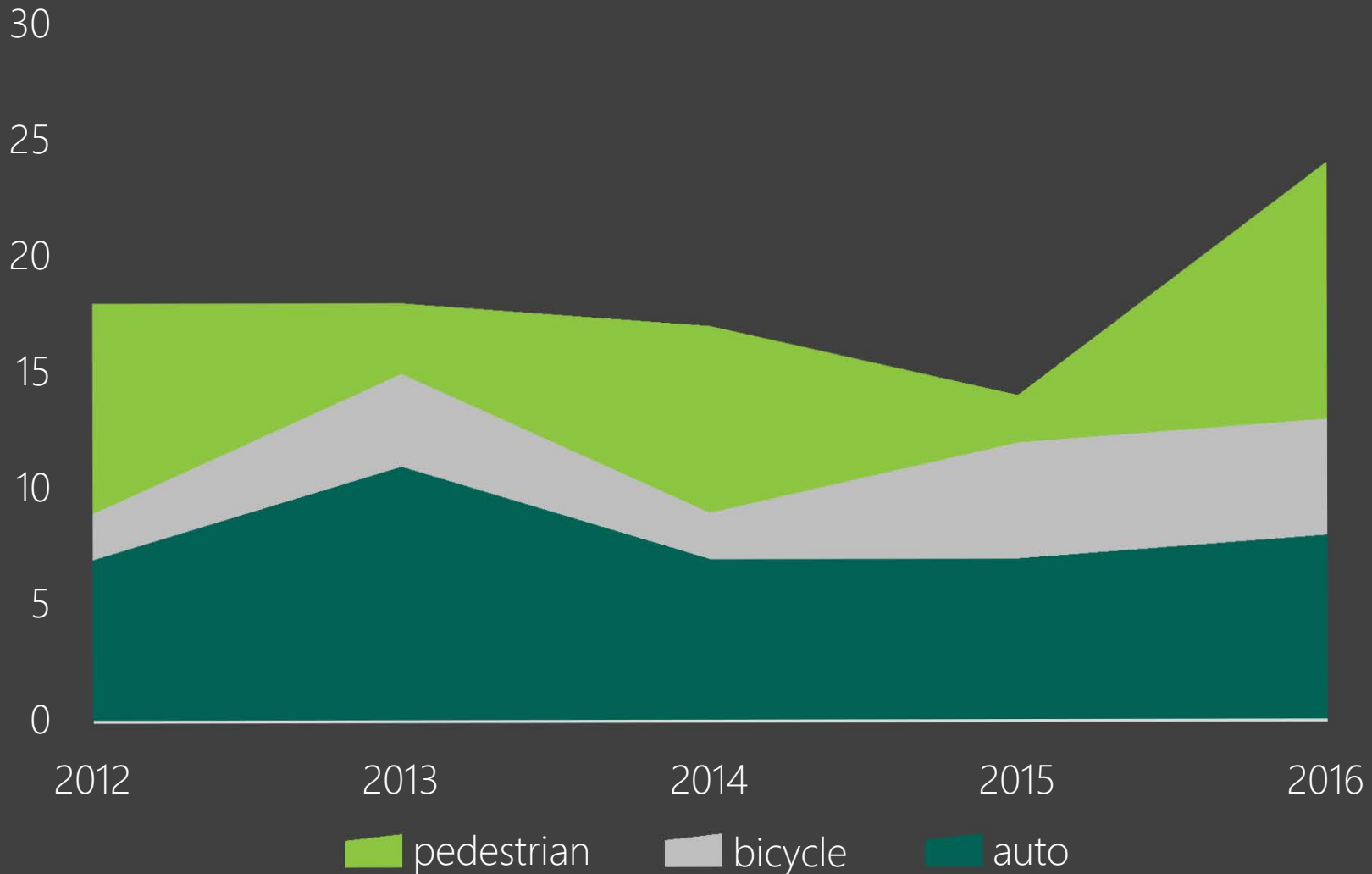
City of Sunnyvale, 2012 - 2016



\*Source: City of Sunnyvale Travel Model

# KSI COLLISIONS

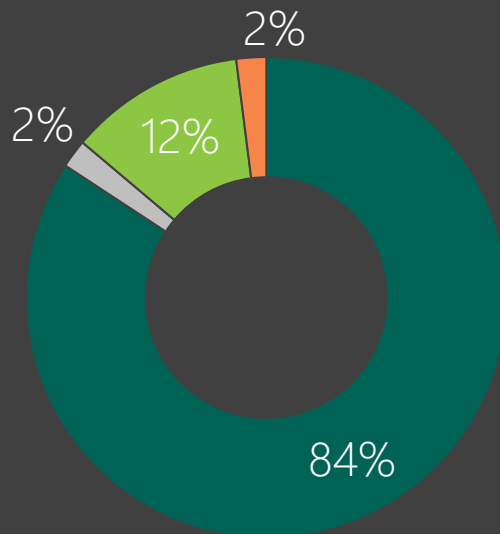
City of Sunnyvale, 2012 - 2016



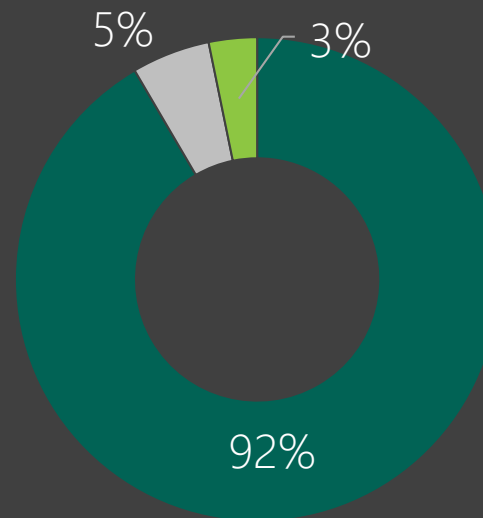
# MODE SPLIT

City of Sunnyvale, 2012 - 2016

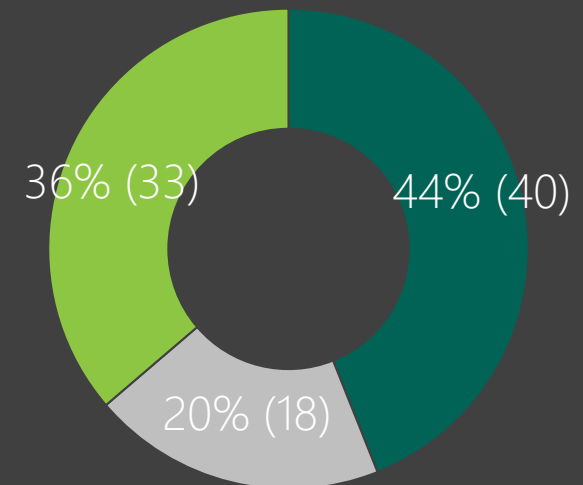
## TOTAL TRIPS\*



## ALL COLLISIONS



## KSI COLLISIONS

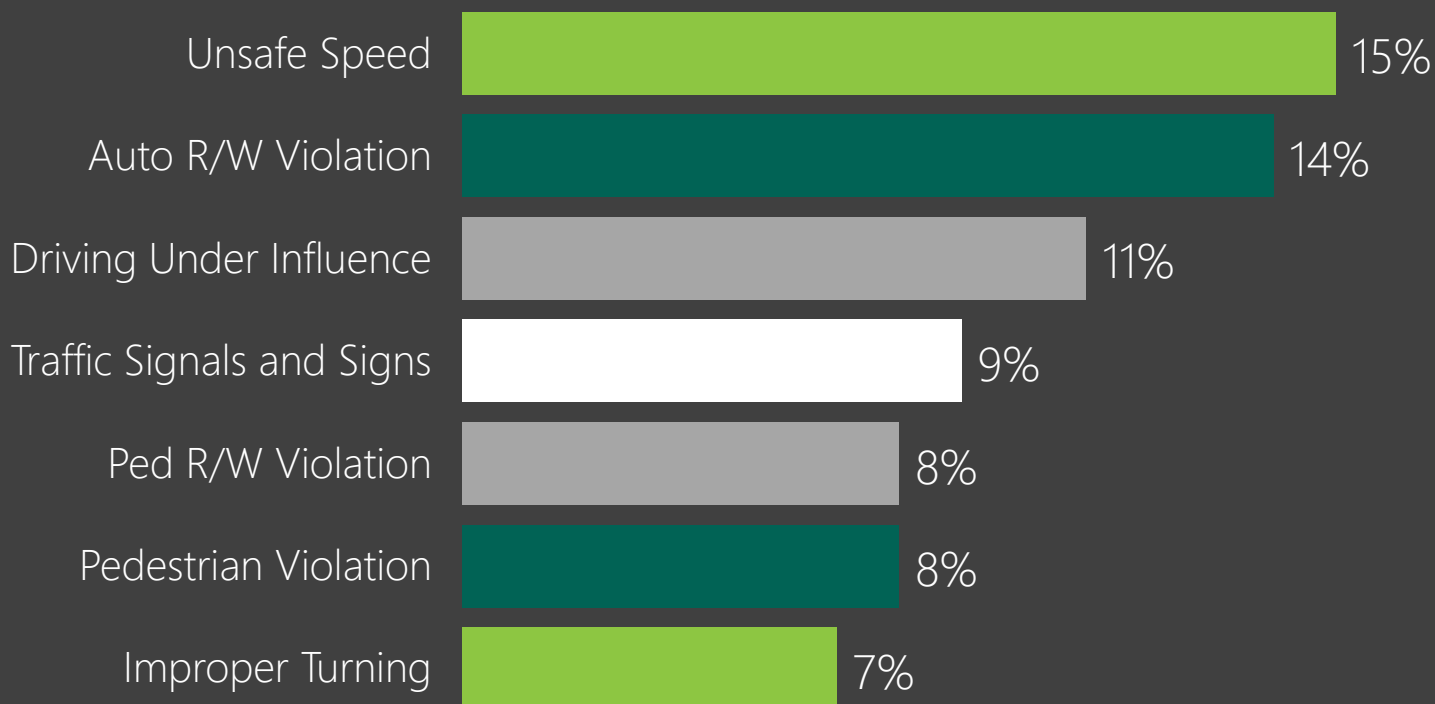


pedestrian bicycle auto transit

\*Source: California Household Travel Survey, 2012



## Top Factors Leading to KSI Collisions (All Modes)





# In Sunnyvale...

In **one third** of pedestrian KSI collisions,  
the pedestrian is recorded **at fault**

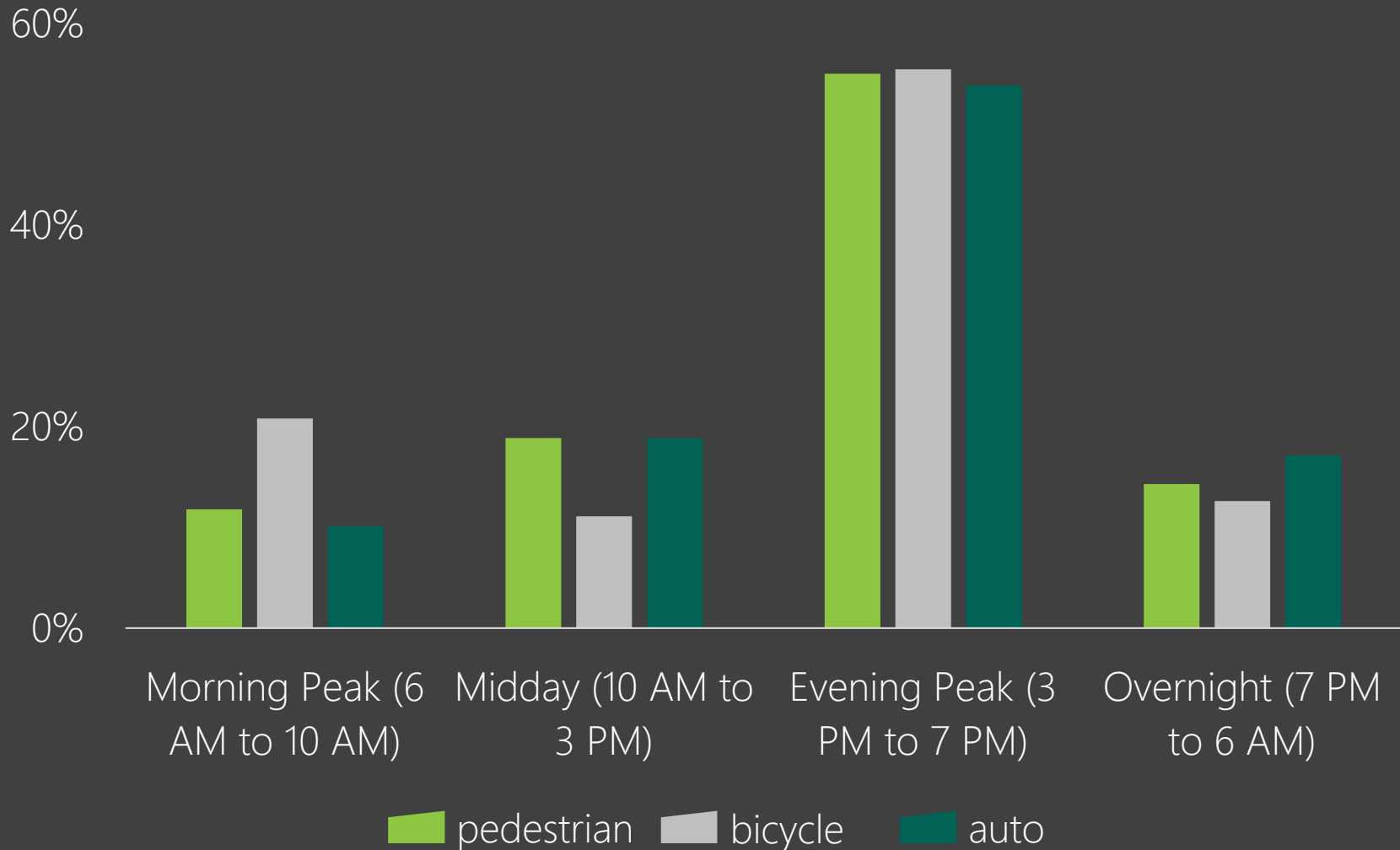


In **half** of bicycle KSI collisions, the  
bicyclist is recorded **at fault**



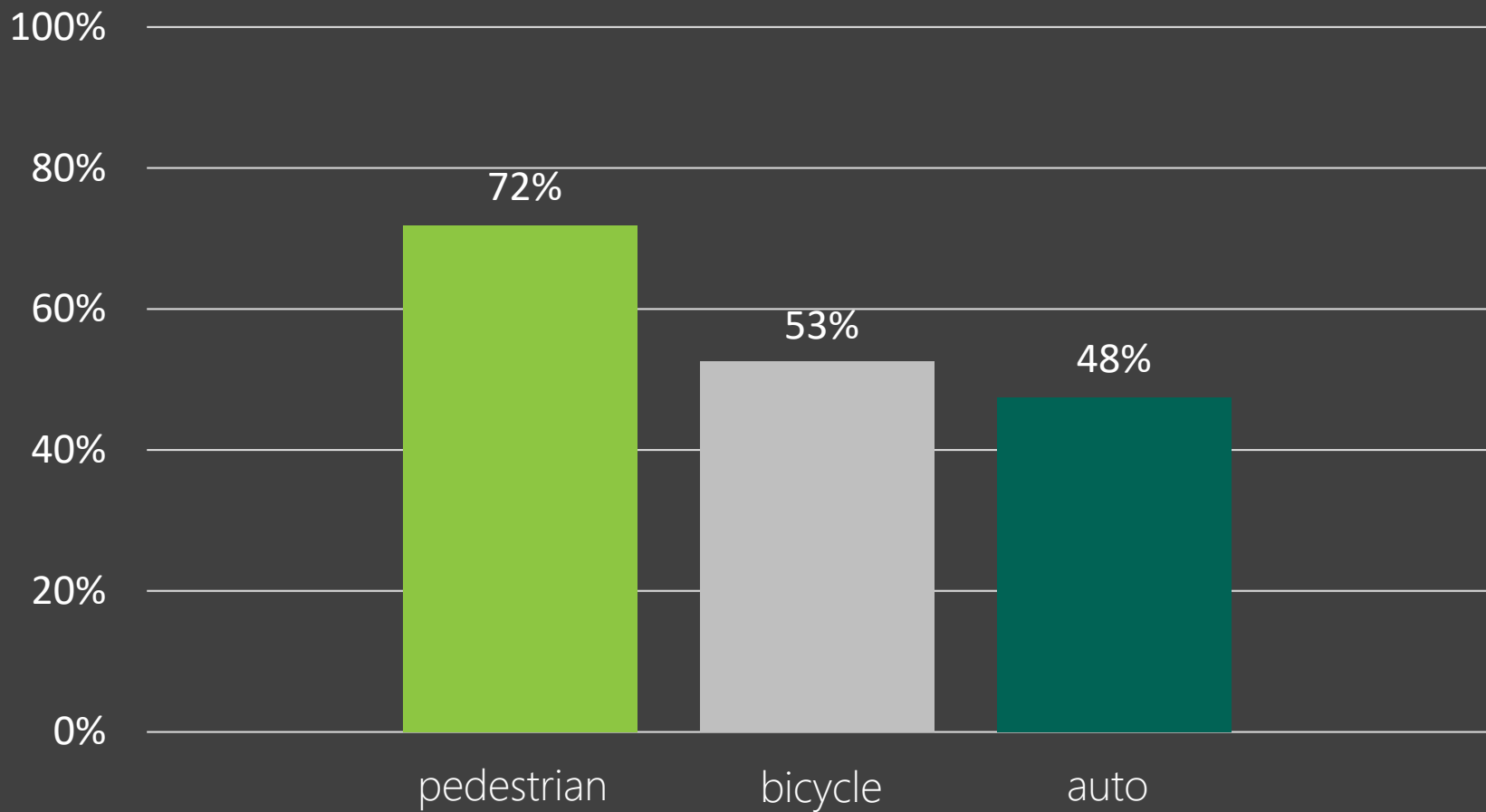
# TIME OF DAY

City of Sunnyvale, 2012 - 2016, KSI Collisions



# AT INTERSECTION

City of Sunnyvale, 2012 - 2016, KSI Collisions



# HIGH INJURY NETWORK



The HIN accounts for nearly **60%** of all fatal and severe injury collisions, on **10%** of the roadway network in Sunnyvale

## C. COLLISION PROFILES AND COUNTERMEASURE PAIRINGS





Collision Profile Countermeasure Matrix

Countermeasure Categories	Countermeasures	Collision Profiles									
		1	2	3	4	5	6	7	8	9	10
		Bicycle & Pedestrian	Pedestrian	All Modes	All modes	Pedestrian	All Modes	Bicycle	All Modes	All Modes	Bicycle & Pedestrian
		Walking or bicycling on expressway, arterial or collector	Unmarked pedestrian crossing	Speed-related conflict	Left turn at signalized intersection	60+ year old pedestrian at intersection	Influence of drugs or alcohol	Midblock bicycle conflict	Conflicting through movement at intersection	Child walking or biking near school	Red light violation at signalized intersection
Signalization	Dilemma Zone Detection			x							x
	Pedestrian Countdown Signal Head	x				x				x	
	Increase Pedestrian Crossing Time, Pedestrian Detection	x			x	x				x	
	Leading Pedestrian Interval	x			x	x				x	
	New Traffic Signals	x		x		x				x	
	Pedestrian Hybrid Beacon	x	x			x				x	
	Pedestrian-Activated Crosswalk Sign		x			x				x	
	Pedestrian-Activated Crosswalk Beacon		x			x				x	
	Signal Timing Improvements (including extend all-red time)	x		x	x	x			x		x
Geometric	Bulbouts/ Curb Extensions	x	x	x	x	x				x	
	Sidewalk/Pathway to Close Gap	x								x	
	Consolidate Driveways	x						x		x	
	Narrow Lanes (11' minimum per Sunnyvale standards)	x		x				x			
	Pedestrian Refuge Islands/ Medians	x		x		x				x	
	Separated Bikeways (Cycle tracks)	x		x				x		x	
	Road Diets	x		x	x	x		x		x	
	Shared-Use/ Bicycle Path	x						x		x	

Collision Profile Countermeasure Matrix

Countermeasure Categories	Countermeasures	Collision Profiles									
		1	2	3	4	5	6	7	8	9	10
		Bicycle & Pedestrian	Pedestrian	All Modes	All modes	Pedestrian	All Modes	Bicycle	All Modes	All Modes	Bicycle & Pedestrian
		Walking or bicycling on expressway, arterial or collector	Unmarked pedestrian crossing	Speed-related conflict	Left turn at signalized intersection	60+ year old pedestrian at intersection	Influence of drugs or alcohol	Midblock bicycle conflict	Conflicting through movement at intersection	Child walking or biking near school	Red light violation at signalized intersection
Signs, Markings, Operational	Bike Box				x						
	Bike Intersection Markings				x				x		
	Bike Lane							x		x	
	Buffered Bike Lanes	x						x		x	
	Controlled Intersections/ New Stop Signs/ Convert 2-Way to 4-Way Stops		x	x					x	x	
	Green Paint/ Conflict Zones	x			x						
	High Visibility Crosswalks with Advance Stop or Yield Lines	x	x			x				x	
	Intersection, Street-Scale Lighting	x	x		x					x	
	Marked Crossings (unsignalized intersections)	x	x			x				x	
	Parking restrictions near intersections (nearside locations)	x	x			x			x	x	
	Protected Turns (turn pockets and protected or split signal phasing)	x		x	x	x					
	Restrict or Prohibit Turns (including Right Turn on Red Restriction)	x			x	x					
Speed Control Measures, Miscellaneous	Dynamic/Variable Speed Warning Signs	x		x						x	
	Speed Humps			x				x			
	Reduced Speed School Zone	x		x						x	
Education	Education, PSAs	x	x	x			x	x		x	x
Enforcement	Video enforcement for red light running and speeding	x		x							x
	Enforcement, More Officers	x	x	x			x	x		x	x



## D. PRIORITY PROJECT CUT SHEETS (10)





# El Camino Real between S. Mary Avenue and S. Mathilda Avenue

SunnyvaleVisionZero  
Priority Project Location 1

This study area extends 0.7 miles along El Camino Real between S. Mary Avenue and S. Mathilda Avenue. The project area is served by VTA Bus Routes 22 and Rapid 522, and major destinations in the vicinity of the corridor include Sunnyvale City Hall, Holiday Inn, Grand Hotel, and food services. El Camino Real in this section is generally 6 lanes with a speed limit of 40 miles per hour. There were 260 collisions on the project corridor between 2012 and 2016, including four severe/fatal collisions. Collisions on the corridor often involved speed. Other notable collision patterns were people walking or bicycling on the arterials, left turns at signalized intersections and red light violations at signalized intersections.

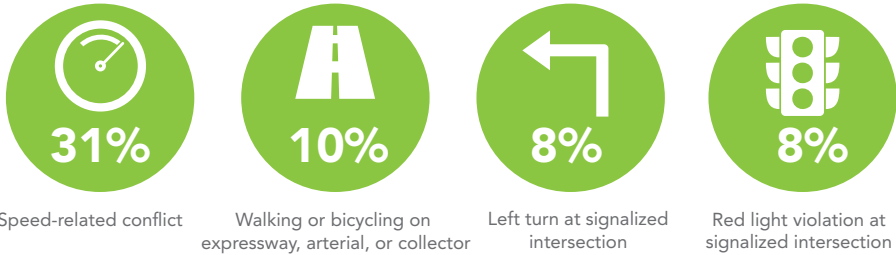


KSI Vehicle Collision  KSI Bicycle Collision  KSI Pedestrian Collision  Non-KSI Collision 

## Collision History (2012-2016)



## Notable Collision Patterns



## Potential Improvements



### Mary Avenue Pedestrian Crossing

Data indicate one pedestrian-involved KSI collision occurred on Mary Avenue at an unmarked crossing in the project area. There are currently no marked crossings on Mary Avenue between El Camino Real and Iowa Avenue, a segment over 1,300' in length with fronting uses including Sunnyvale Christian School and Skywalk Bible Church. A new marked pedestrian crossing north of Olive Avenue would improve connectivity and safety. If provided, a new crossing should include a high-visibility crosswalk, advance limits lines, median refuge island, and pedestrian hybrid beacon (PHB), or pedestrian signal. Alternately, crosswalks could be installed at the intersection of Mary Avenue and Olive Avenue with all-way stop or traffic signal control. Any modifications would require evaluation and completion of appropriate engineering studies

### El Camino Real Corridor Improvements

Collision analysis and community feedback indicated that a number of corridor-wide improvements would help improve user comfort and safety along El Camino Real, including:

- Elimination of on-street parking
- Lane width reductions to 11' where feasible
- Buffered bike lanes
- Green pavement markings in conflict zones
- Directional curb ramps to assist pedestrians with visual impairment
- Speed feedback signs and enforcement
- Median fencing where feasible



### Signalized Intersection Improvements

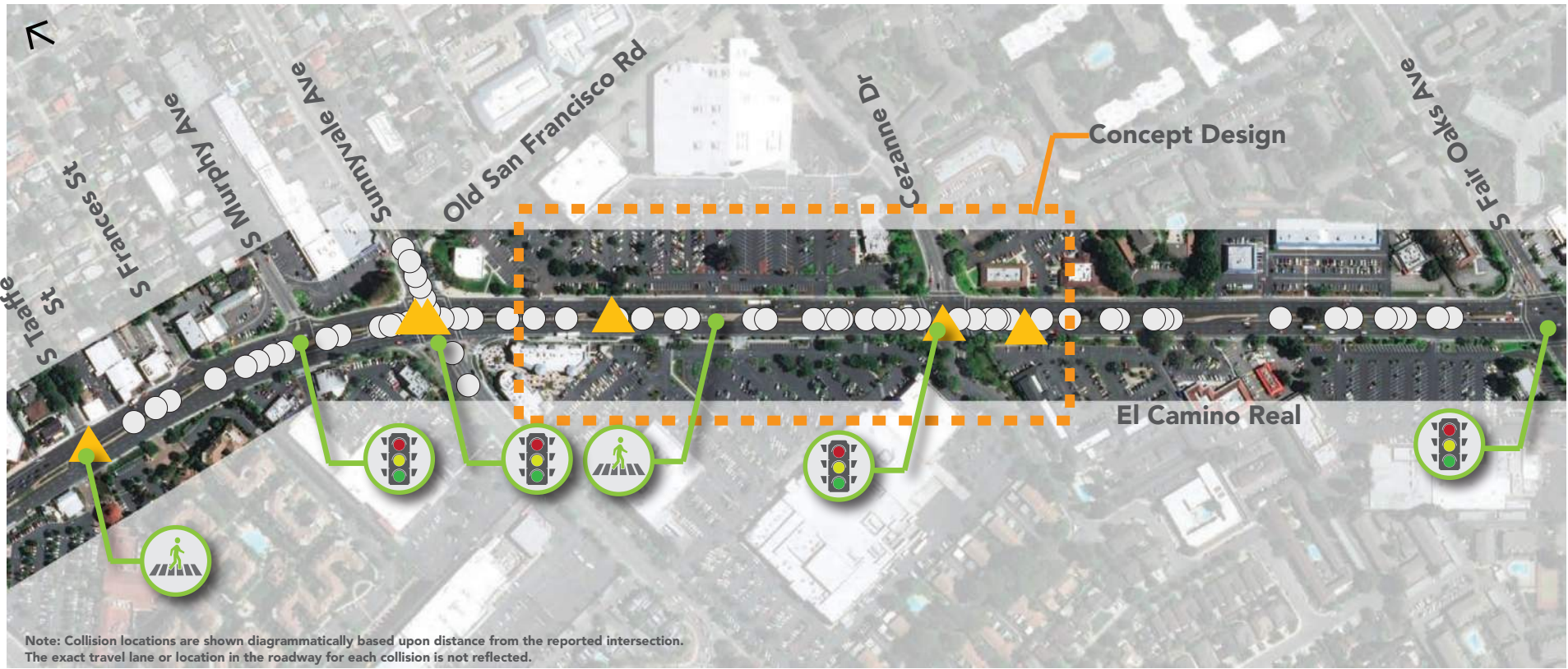
A majority of collisions for all modes in this segment occurred at or near the existing signalized intersections. Providing the following features would help to improve safety at those locations:

- High-visibility crosswalks
- Accessible pedestrian signals (APS) with countdown timers
- Adaptive pedestrian signal systems
- Bicycle detection improvements
- Leading pedestrian intervals (LPI)
- 12" vehicle signal heads
- Median pedestrian refuge islands on El Camino Real
- Curb extensions to reduce turning radii
- Green two-stage bicycle queue boxes where feasible



# El Camino Real between S. Taaffe Street and S. Fair Oaks Avenue

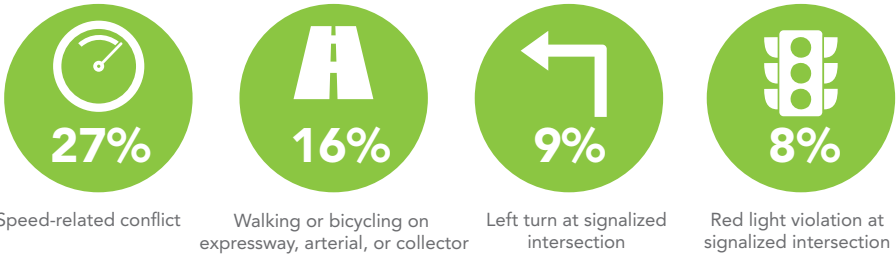
This study area extends 0.7 miles along El Camino Real between S. Taaffe Street and S. Fair Oaks Avenue. The project area is served by VTA Bus Routes 22 and Rapid 522, and major destinations in the vicinity of the corridor include Allario Shopping Center, Helios School, Sprouts Farmers Market, Safeway, CVS, Pediatrics Sunnyvale Center, and food services. El Camino Real in this section is generally 6 lanes with a speed limit of 40 miles per hour. There were 173 collisions on the project corridor between 2012 and 2016, including six severe/fatal collisions. Collisions on the corridor often involved speed. Other notable collision patterns were people walking or bicycling on the arterials, left turns at signalized intersections and red light violations at signalized intersections.



## Collision History (2012-2016)



## Notable Collision Patterns



## Potential Improvements

### El Camino Real Corridor Improvements

Collision analysis and community feedback indicated that a number of corridor-wide improvements would help improve user comfort and safety along El Camino Real including:

- Lane width reduction to 11' where feasible
- Buffered bike lane where feasible
- Green pavement marking in conflict zone
- Speed feedback signs and traffic enforcement
- Improved street lighting
- Directional curb ramps to assist pedestrians with visual/physical impairment where feasible
- Faded sign replacement/extraneous sign removal
- Planting strip to separate sidewalk from roadway
- Bus/bike conflicts to be reduced where possible
- Transit amenity improvements
- High-visibility crosswalks
- Curb extensions to reduce curb radii
- Median fencing where feasible



### Signalized Intersection Improvements

A majority of collisions for all modes in this segment occurred at or near the existing signalized intersections. Providing the following features would help to improve safety at those locations:

- Straighten crosswalks
- Accessible pedestrian signals (APS) with countdown timers
- Adaptive pedestrian signal systems
- Bicycle detection
- Leading Pedestrian Intervals (LPI)
- Median pedestrian refuge island
- More vehicle signal heads to improve visibility
- Possible elimination of right-turn pork chop island on south-east corner of the El Camino Real and S. Fair Oaks Avenue intersection
- Protected left turns and turn lanes on Cezanne Drive
- Bike box on southbound Cezanne Drive



### Midblock crossing on El Camino Real

Data indicate pedestrian-involved KSI collisions occurred on this segment of El Camino Real. Midblock crosswalks along with enhanced crossing treatments, if warranted, should be considered to improve crossing safety for pedestrians at these locations. Treatments may include:

- Midblock high-visibility crosswalks with traffic signal or pedestrian hybrid beacon
- Median pedestrian refuge island
- Advance limit lines

*Note: See Appendix E for corresponding conceptual layout.*



# El Camino Real, E. Fremont Avenue, and S. Wolfe Road

This study location includes the area immediately surrounding the intersection complex at El Camino Real, E. Fremont Avenue, and S. Wolfe Road. The project location is served by VTA Bus Route 22, 26, and Rapid 522, and major destinations in the vicinity of the corridor include Golfand USA, Sunken Gardens Golf Course, food services, and Wild Palms Hotel. Each major roadway in the study area is 4 to 6 lanes wide with auxiliary turn lanes. There were 175 collisions in the study area between 2012 and 2016, including two severe/fatal collisions. Other notable collision patterns were left turns at signalized intersections, influence of drugs or alcohol, and red light violations at signalized intersections.



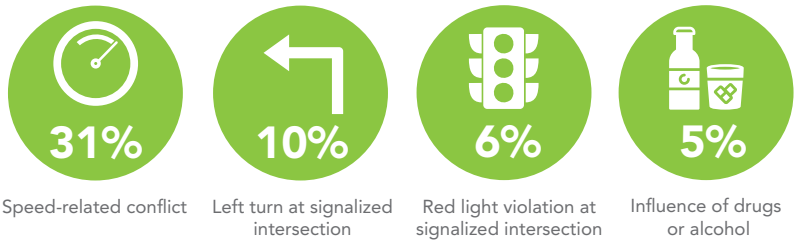
Note: Collision locations are shown diagrammatically based upon distance from the reported intersection. The exact travel lane or location in the roadway for each collision is not reflected.



## Collision History (2012-2016)



## Notable Collision Patterns



Speed-related conflict

Left turn at signalized intersection

Red light violation at signalized intersection

Influence of drugs or alcohol

## Potential Improvements

### Area-wide Improvements

Collision analysis and community feedback indicated that a number of corridor-wide improvements would help improve user comfort and safety along El Camino Real, Fremont Avenue and Wolfe Road, including:

- Lane width reduction to 11' where feasible
- Buffered bike lanes where feasible
- Green pavement marking in conflict zones
- Directional curb ramps to assist pedestrians with visual impairment
- Speed feedback signs and enforcement
- Improved street lighting



### Signalized Intersection Improvements

A majority of collisions for all modes in this segment occurred at or near the existing signalized intersections. Providing the following features would help to improve safety at those locations:

- Curb extensions to reduce curb radii
- High visibility crosswalks
- Pedestrian refuge island
- Leading Pedestrian Interval (LPI)
- Restrict or prohibit permissive left turns
- Accessible Pedestrian Signal (APS) with countdown timers
- Passive in-crosswalk pedestrian detection
- Bicycle detection
- Green two-stage queue boxes where feasible



# Remington Drive/Fair Oaks Avenue between Iris Avenue and Manet Drive

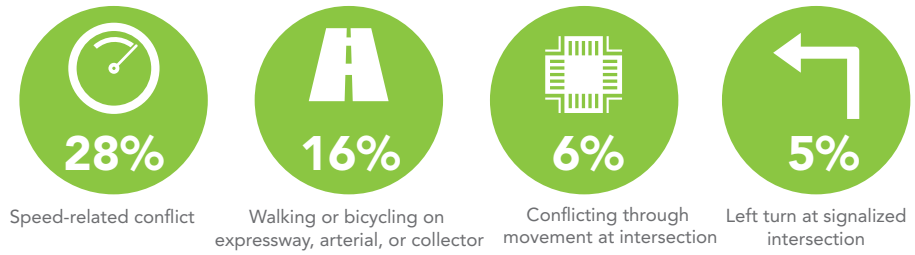
This study area extends 0.4 miles along Remington Drive between Iris Avenue and Manet Drive. The project area is served by VTA Bus Routes 22, 55 and Rapid 522, and major destinations in the vicinity of the corridor include Sunnyvale Community Center Park, food services, and offices. Remington Drive is generally 5 lanes wide in this section with a speed limit of 35 miles per hour. There were 140 collisions on the project corridor between 2012 and 2016, including three severe/fatal collisions. Collisions on the corridor often involved speed. Other notable collision patterns were people walking or bicycling on the arterial, left turns at signalized intersections and conflicting through movements at intersections.



## Collision History (2012-2016)



## Notable Collision Patterns



# Potential Improvements

### Remington Drive Pedestrian Crossing

Data indicate one pedestrian-involved KSI collision occurred on Remington Drive at the Michelangelo Drive uncontrolled crossing. Enhanced crossing treatments, if warranted, should be considered to improve crossing safety for pedestrians. These treatments may include:

- Median pedestrian refuge island
- Advance limit or yield lines
- Flashing beacons, pedestrian hybrid beacon (PHB), or traffic signal

### S. Fair Oaks Avenue and Remington Drive Corridor Improvements

Collision analysis and community feedback indicated that a number of corridor-wide improvements would help improve user comfort and safety along the corridor, including:

- Elimination of on-street parking
- Lane width reductions to 11' where feasible
- Buffered bike lanes where feasible
- Green pavement markings in conflict zones
- Directional curb ramps to assist pedestrians with visual impairment
- Speed feedback signs and enforcement

### Signalized Intersection Improvements

A majority of collisions for all modes in this segment occurred at or near the existing signalized intersections. Providing the following features would help to improve safety at those locations:

- High-visibility crosswalks
- Accessible pedestrian signals (APS) with countdown timers
- Increased pedestrian crossing time
- Adaptive pedestrian signal systems
- Bicycle detection improvements
- Leading pedestrian intervals (LPI)
- 12" vehicle signal heads
- Median pedestrian refuge islands
- Curb extensions to reduce turning radii
- Green two-stage queue boxes where feasible



# El Camino Real between Henderson Avenue and Helen Avenue

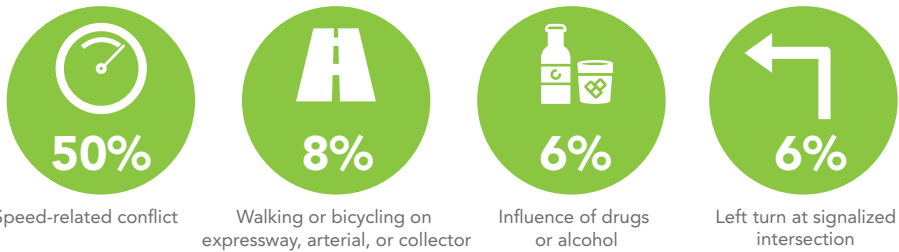
This study area extends 0.3 miles along El Camino Real between Henderson Avenue and Helen Avenue. The corridor is served by VTA Bus Routes 22 and Rapid 522, and major destinations in the vicinity of the corridor include Peterson Middle School and food and shopping services. El Camino Real is 6 lanes wide in this section with a speed limit of 35 miles per hour. There were 121 collisions on the project corridor between 2012 and 2016, including four severe/fatal collisions. Collisions on the corridor often involved speed. Other notable collision patterns were people walking or bicycling on the arterial, influence of drugs or alcohol and left turns at signalized intersections.



## Collision History (2012-2016)



## Notable Collision Patterns



## Potential Improvements

### El Camino Real Corridor Improvements

Collision analysis and community feedback indicated that a number of corridor-wide improvements would help improve user comfort and safety along El Camino Real, including:

- Buffered bike lanes where feasible
- Elimination of on-street parking
- Lane width reductions to 11' where feasible
- Green pavement markings in conflict zones
- Directional curb ramps to assist pedestrians with visual impairment
- Speed feedback signs and enforcement
- Wider sidewalk
- Median fencing to discourage jaywalking where feasible
- Crossing supervision, if warranted.



### Signalized Intersection Improvements

A majority of collisions for all modes in this segment occurred at or near the existing signalized intersections. Providing the following features would help to improve safety at the intersection of El Camino Real and Henderson Avenue:

- Curb extensions to reduce curb radii
- High visibility crosswalk with advance limit line
- Bike boxes where feasible
- Leading Pedestrian Interval (LPI)
- Side-street left-turn lanes with protected phasing
- Accessible Pedestrian Signal (APS) with countdown timers
- Adaptive pedestrian signal systems
- Bicycle detection
- 12" vehicle signal heads
- Parking restrictions near intersection
- Increased pedestrian crossing time



### Uncontrolled Crossing at Helen Avenue

Data indicate two KSI collisions occurred on El Camino Real at or near the Helen Avenue uncontrolled crossing. Enhanced crossing treatments, if warranted, should be considered to improve crossing safety for pedestrians. These treatments may include:

- High visibility crosswalks
- Median pedestrian refuge island
- Flashing beacons, pedestrian hybrid beacon (PHB), or traffic signal



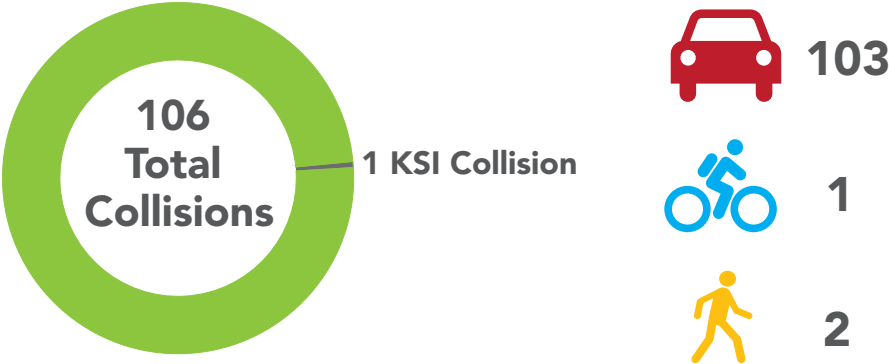
N. Mathilda Avenue and W. Maude Avenue

SunnyvaleVisionZero  
Priority Project Location 6

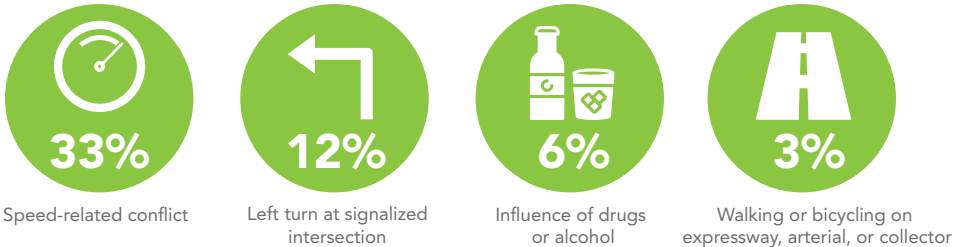
This study area extends 0.3 miles along N. Mathilda Avenue between Del Rey Avenue and Indio Avenue and 0.2 miles along W. Maude Avenue between Mathilda Avenue and San Angelo Avenue . The corridor is served by VTA Bus Route 54, and major destinations in the vicinity of the corridor include offices such as Apple and LinkedIn buildings, food services, and Trinity Church of Sunnyvale. N. Mathilda Avenue width in this section varies between 6 to 11 lanes with a speed limit of 45 miles per hour. There were 106 collisions in this study area between 2012 and 2016, including one severe/fatal collision. Collisions on the corridor often involved speed. Other notable collision patterns were left turns at signalized intersections, people walking or bicycling on arterials, and influence of drugs or alcohol.



Collision History (2012-2016)



Notable Collision Patterns



Potential Improvements

N. Mathilda Avenue Corridor Improvements

Collision analysis and community feedback indicated that a number of corridor-wide improvements would help improve user comfort and safety along N. Mathilda Avenue including:

- Lane width reduction to 11’ where feasible
- Buffered bike lane where feasible
- Green pavement marking in conflict zone
- Speed feedback signs and traffic enforcement
- Improved street lighting



Signalized Intersection Improvements

A majority of collisions for all modes in this segment occurred at or near the existing signalized intersections. Providing the following features would help to improve safety at those locations:

- High-visibility crosswalks
- Accessible pedestrian signals (APS) with countdown timers
- Increased pedestrian crossing time
- Bicycle detection
- Leading Pedestrian Intervals (LPI)
- 12" vehicle signal heads
- Curb extensions to reduce turning radii and eliminate pork chop islands where feasible
- Improved traffic signal timing
- Dilemma zone detection
- Side-street left-turn lanes with protected phasing
- Green two-stage queue boxes where feasible



Marked Crosswalk at Del Rey Avenue

Del Rey Avenue may be a candidate for a marked pedestrian crossing due to the long distance between crosswalks and connection between key destinations. This location is adjacent to a bus stop serving VTA Bus Route 54, Apple and LinkedIn buildings, motels and a residential neighborhood. The next signalized intersections to the north and south are located more than 700 feet from this crossing location. A new marked crossing south of Del Rey Avenue would improve connectivity and eliminate the need for transit riders to jaywalk across Mathilda Avenue . If provided, a new crossing should include a high-visibility crosswalk, advance limits lines, median refuge island, and pedestrian or full traffic signal.



# N. Fair Oaks Avenue between Balsam Avenue and E. Taylor Avenue

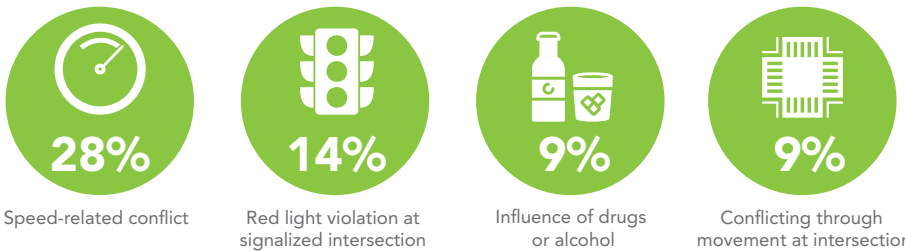
This study area extends 0.3 miles along N. Fair Oaks Avenue between Balsam Avenue and E. Taylor Avenue. The corridor is served by VTA Bus Routes 26 and 55, and major destinations in the vicinity of the corridor include Fair Oaks Park and The King’s Academy. N. Fair Oaks Avenue in this section is 4 lanes with turn lanes at major intersections and a speed limit of 30 miles per hour. There were 80 collisions on the project corridor between 2012 and 2016, including three severe/fatal collisions. Collisions on the corridor often involved speed. Other notable collision patterns were red light violations at signalized intersections, influence of drugs or alcohol, and conflicting through movements at intersections.



## Collision History (2012-2016)



## Notable Collision Patterns



## Potential Improvements

### N. Fair Oaks Avenue Corridor Improvements

Collision analysis and community feedback indicated that a number of corridor-wide improvements would help improve user comfort and safety along N. Fair Oaks Avenue including:

- Lane width reduction to 11’ where feasible
- Green pavement marking in conflict zones
- Speed feedback signs and enforcement
- Improved street lighting



### Signalized Intersection Improvements

A majority of collisions for all modes in this segment occurred at or near the existing signalized intersections. Providing the following features would help to improve safety at those locations:

- High-visibility crosswalks
- Accessible pedestrian signals (APS) with countdown timers
- Adaptive pedestrian signal systems
- Bicycle detection
- Leading pedestrian intervals (LPI)
- 12" vehicle signal heads
- Curb extensions to reduce turning radii
- Parking restrictions near intersections
- Improved traffic signal timing
- Improved dilemma zone detection



### Marked Crosswalks at Balsam Avenue

Balsam Avenue may be a candidate for a marked pedestrian crossing due to the long distance between crosswalks and connection between key destinations. Community workshop participants requested safety countermeasures across N. Fair Oaks Avenue to provide safe access to the Fair Oaks Park located northeast of Maude Avenue. Per their comments, there are many park users and children crossing N. Fair Oaks Avenue to access the park. If provided, a new crossing should include a high-visibility crosswalk, advance limits lines, median refuge island, and pedestrian hybrid beacon (PHB) or pedestrian signal. Any modifications would require evaluation and completion of appropriate engineering studies.



# Fremont Avenue between Sunnyvale-Saratoga Road and Floyd Avenue

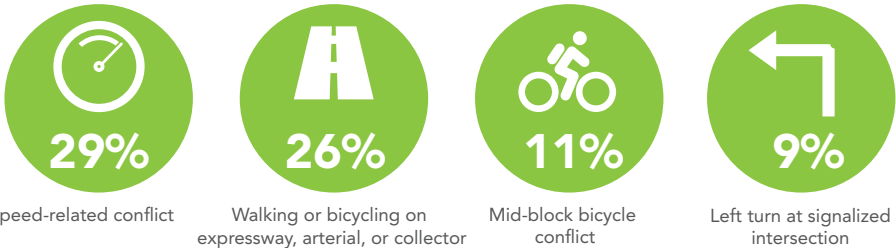
This study area extends 0.3 miles along Fremont Avenue between Sunnyvale-Saratoga Road and Floyd Avenue. Major destinations in the vicinity of the corridor include Fremont Corners Shopping Center, St John’s Lutheran Church, Fremont High School, and 24 Hour Fitness. Fremont Avenue in this section is 4 to 6 lanes with auxiliary turn lanes at major intersections and a speed limit of 40 miles per hour. There were 35 collisions on the project corridor between 2012 and 2016, including three severe/fatal collisions. Collisions on the corridor often involved speed. Other notable collision patterns were people walking or bicycling on the arterial, left turns at signalized intersections, and mid-block bicycle conflicts.



## Collision History (2012-2016)



## Notable Collision Patterns



KSI Vehicle Collision KSI Bicycle Collision KSI Pedestrian Collision Non-KSI Collision

## Potential Improvements

### Fremont Avenue Corridor Improvements

Collision analysis and community feedback indicated that a number of corridor-wide improvements would help improve user comfort and safety along Fremont Avenue including:

- Lane width reduction to 11’ where feasible
- Buffered bike lane where feasible
- Green pavement marking in conflict zone
- Speed feedback signs and traffic enforcement
- Improved street lighting
- Directional curb ramps to assist pedestrians with visual impairment
- High-visibility crosswalks
- Reduction in median cuts to reduce turn conflicts where feasible
- Pedestrian crossing across Fremont Avenue at Floyd Avenue
- Reduction in number of lanes, where feasible



### Signalized Intersection Improvements

A majority of collisions for all modes in this segment occurred at or near the existing signalized intersections. Providing the following features would help to improve safety at those locations:

- High-visibility crosswalks
- Accessible pedestrian signals (APS) with countdown timers
- Increased pedestrian crossing time
- Adaptive pedestrian signal systems
- Bicycle detection
- Leading Pedestrian Intervals (LPI)
- 12" vehicle signal heads to improve visibility
- Curb extensions to reduce turning radii
- Protected left turns and turn lanes on Manet Drive/Bobwhite Avenue
- Median pedestrian refuge island on Fremont Avenue where feasible
- Advance limit line at the intersection of Fremont Avenue and Sunnyvale-Saratoga Road

Note: See Appendix E for corresponding conceptual layout.



# Homestead Road between Heron Avenue and Wolfe Road

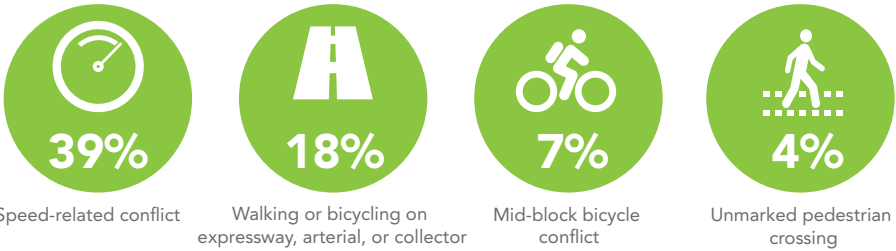
This study area extends 0.2 miles along Homestead Road between Heron Avenue and Wolfe Road. Major destinations in the vicinity of the corridor include Jesus Love Korean Church, Good Samaritan Preschool, Cupertino Village Mall, Apple Park, and food services. Homestead Road is 4 lanes wide in this section with a speed limit of 35 miles per hour. There were 28 collisions on the project corridor between 2012 and 2016, including two severe/fatal collisions. Collisions on the corridor often involved speed. Other notable collision patterns were people walking or bicycling on the arterial, mid-block bicycle conflicts, and pedestrians in unmarked pedestrian crossings.



## Collision History (2012-2016)



## Notable Collision Patterns



## Potential Improvements

### Homestead Road Corridor Improvements

Collision analysis and community feedback indicated that a number of corridor-wide improvements would help improve user comfort and safety along Homestead Road including:

- Lane width reduction to 11' where feasible
- Buffered bike lane where feasible
- Green pavement marking in conflict zones
- Speed feedback signs and enforcement
- Improved street lighting
- Directional curb ramps to assist pedestrians with visual impairment
- Painted or thermoplastic pavement markings in place of existing markers



### Signalized Intersection Improvements

A majority of collisions for all modes in this segment occurred at or near the existing signalized intersections. Providing the following features would help to improve safety at those locations:

- High-visibility crosswalks
- Accessible pedestrian signals (APS) with count down timers
- Passive in-crosswalk pedestrian detection
- Bicycle detection
- Leading pedestrian intervals (LPI)
- 12" vehicle signal heads
- Improved traffic signal timing
- Pedestrian refuge islands where feasible
- Protected left-turn signals on Homestead Road at Heron Avenue



Mary Avenue between Remington Drive and Fremont Avenue

SunnyvaleVisionZero  
Priority Project Location 10

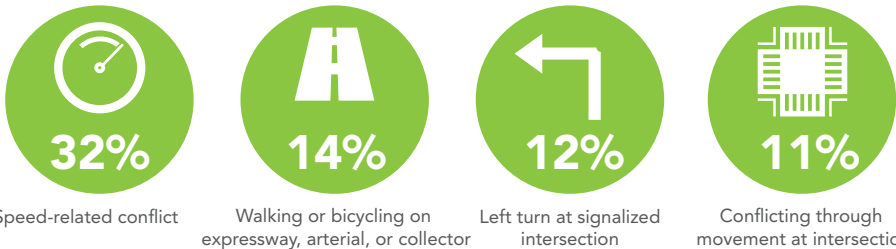
This study area extends 0.5 miles along Mary Avenue between Remington Drive and Fremont Avenue. The corridor is served by VTA Bus Route 53, and major destinations in the vicinity of the corridor include Westmoor Village Shopping Center, Sunnyvale Middle School, Walgreens, banks, and offices. Mary Avenue varies between 3 and 5 lanes with a speed limit of 35 miles per hour. There were 57 collisions on the project corridor between 2012 and 2016, including three severe/fatal collisions. Collisions on the corridor often involved speed. Other notable collision patterns were people walking or bicycling on the arterial, left turns at signalized intersections, and conflicting through movements at intersections.



Collision History (2012-2016)



Notable Collision Patterns



Potential Improvements

**Mary Avenue Corridor Improvements**  
Collision analysis and community feedback indicated that a number of corridor-wide improvements would help improve user comfort and safety along Mary Avenue including:

- Lane width reduction to 11' where feasible
- Green pavement marking in conflict zones
- Speed feedback signs and traffic enforcement
- Improved street lighting
- Directional curb ramps to assist pedestrians with visual impairment
- ADA upgrades to meet current standards at all locations
- Southbound speed feedback sign near Sherwood Drive

 **Signalized Intersection Improvements**  
A majority of collisions for all modes in this segment occurred at or near the existing signalized intersections. Providing the following features would help to improve safety at those locations:

- High-visibility crosswalks
- Accessible pedestrian signals (APS) with countdown timers
- Increased pedestrian crossing time
- Adaptive pedestrian signal systems
- Bicycle detection
- Leading Pedestrian Intervals (LPI)
- Curb extensions to reduce turning radii
- Green marking in conflict zones and through intersections
- Potential protected intersection designs at Mary Avenue/Remington Drive and Mary Avenue/Fremont Avenue
- Median pedestrian refuge island
- Modify buffered bicycle lane striping on eastbound Fremont Avenue

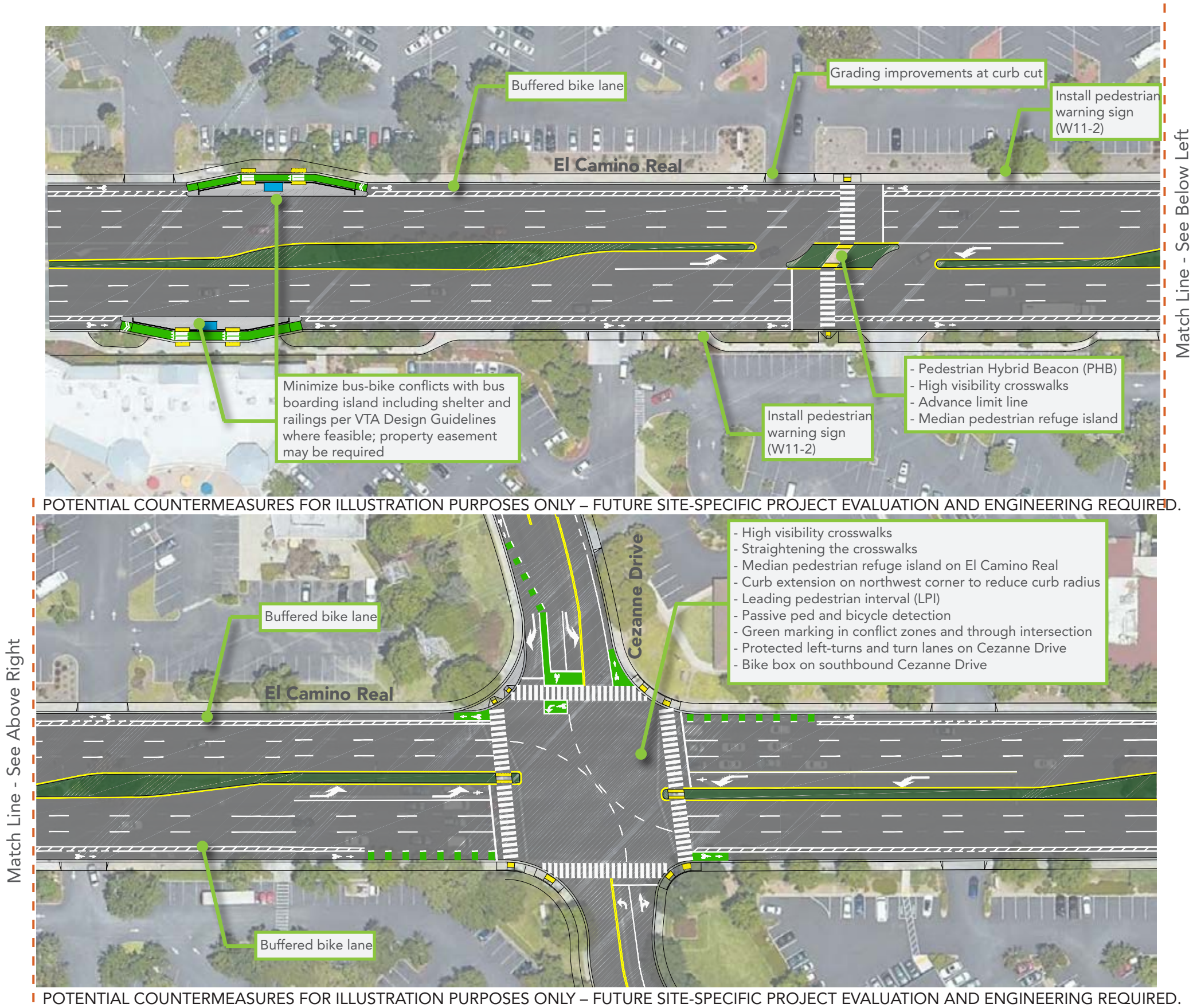
Note: See Appendix E for corresponding conceptual layout.



## E. PRIORITY PROJECT CONCEPTUAL LAYOUTS (3)



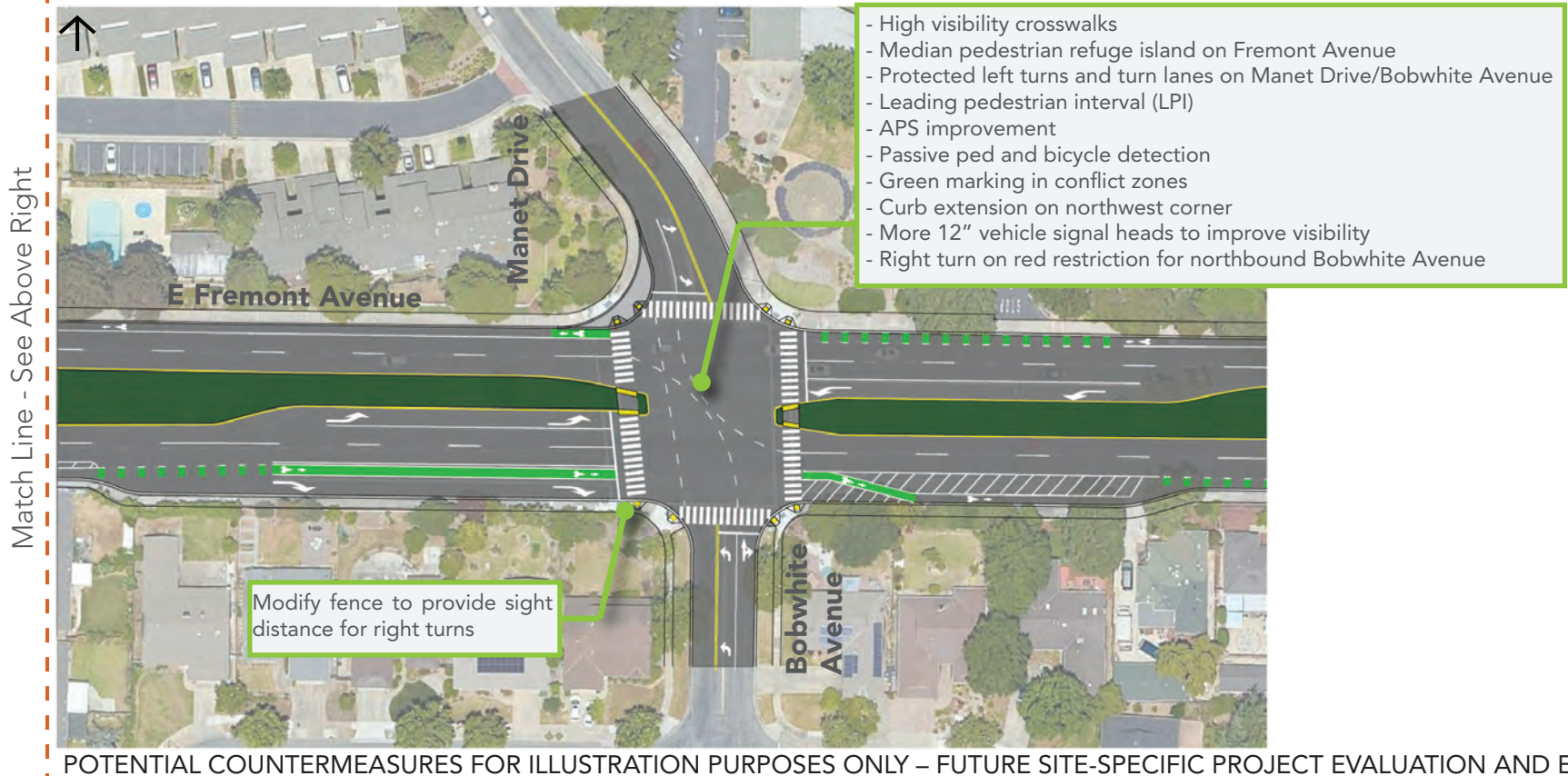
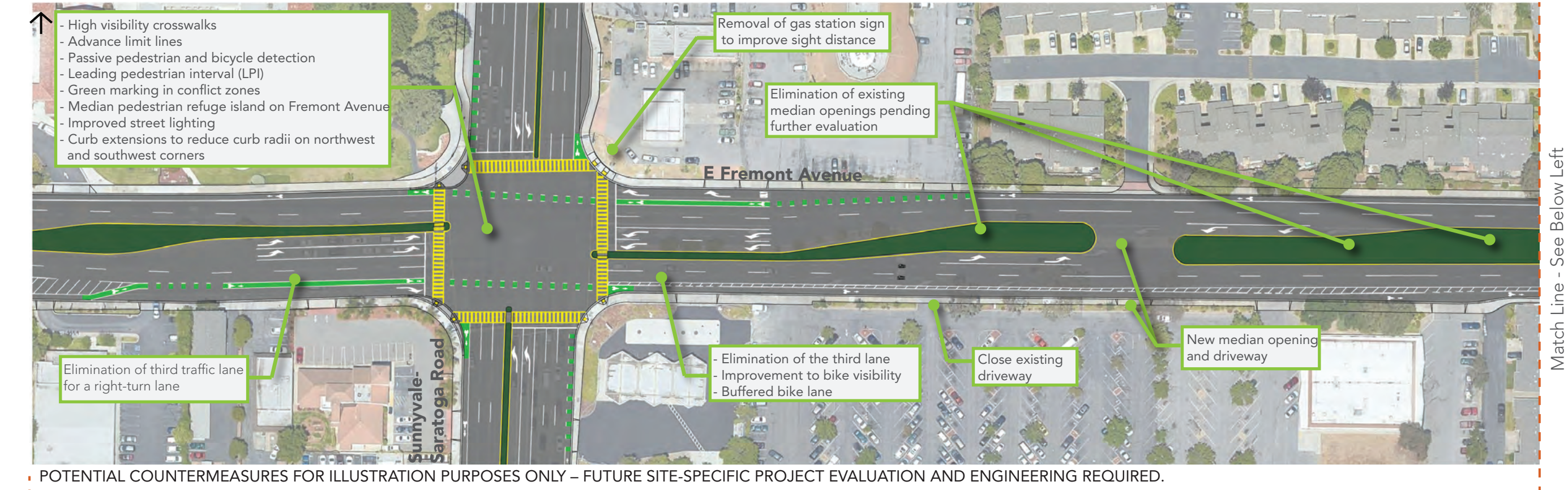




\* Three priority projects were chosen as representative examples for further development as conceptual layouts. They represent an array of discrete contexts, typologies, and challenges. The conceptual layouts do not represent proposed improvements at specific locations, but rather allow stakeholders and residents to visualize potential real-life applications of various countermeasures and treatments in familiar contexts.

These were utilized to conduct walking tours along the three selected priority project corridors to collect feedback from participants about the potential improvements. Based on the comments received, the drawings were refined to produce the final conceptual layouts. The resulting conceptual layouts depict treatments that could be applied at a variety of locations throughout the City based on the outcome of further evaluation, engineering analysis, and design development.

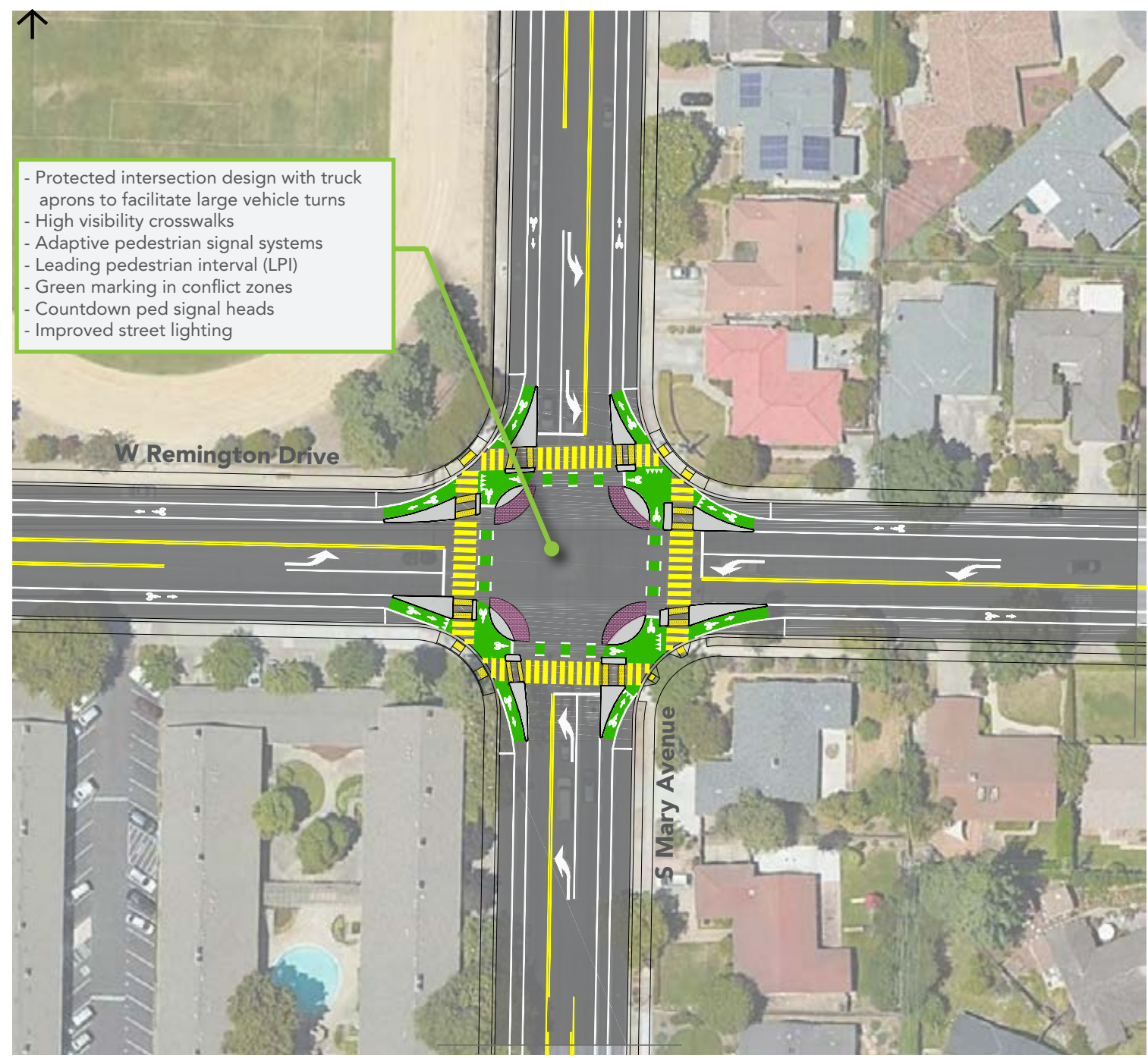




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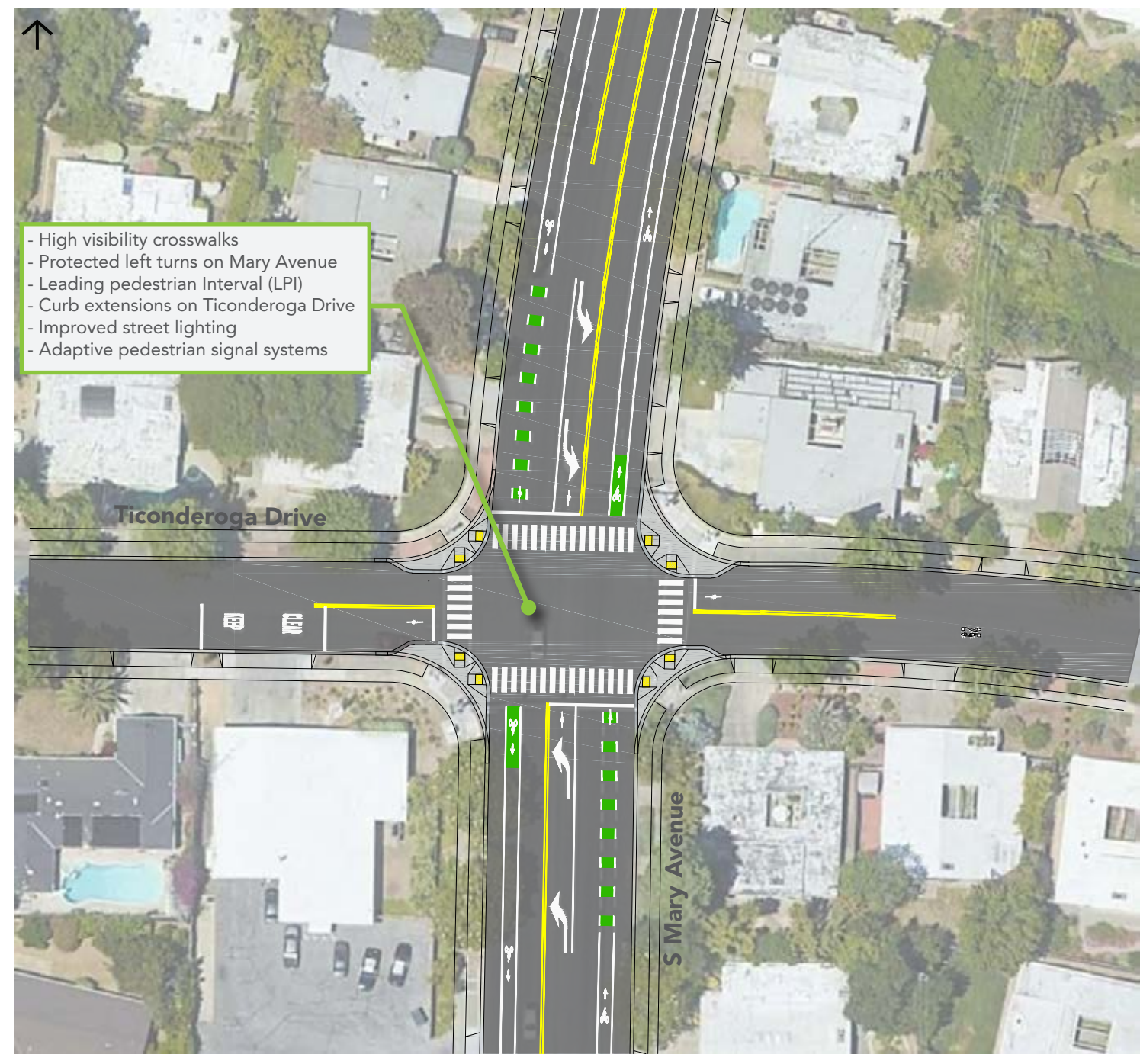
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POTENTIAL COUNTERMEASURES FOR ILLUSTRATION PURPOSES ONLY – FUTURE SITE-SPECIFIC PROJECT EVALUATION AND ENGINEERING REQUIRED.

S Mary Avenue/W Remington Drive



POTENTIAL COUNTERMEASURES FOR ILLUSTRATION PURPOSES ONLY – FUTURE SITE-SPECIFIC PROJECT EVALUATION AND ENGINEERING REQUIRED.

S Mary Avenue/Ticonderoga Drive

\* Three priority projects were chosen as representative examples for further development as conceptual layouts. They represent an array of discrete contexts, typologies, and challenges. The conceptual layouts do not represent proposed improvements at specific locations, but rather allow stakeholders and residents to visualize potential real-life applications of various countermeasures and treatments in familiar contexts.

These were utilized to conduct walking tours along the three selected priority project corridors to collect feedback from participants about the potential improvements. Based on the comments received, the drawings were refined to produce the final conceptual layouts. The resulting conceptual layouts depict treatments that could be applied at a variety of locations throughout the City based on the outcome of further evaluation, engineering analysis, and design development.





- 1.A**      [19-0668](#)      Approve the Bicycle and Pedestrian Advisory Commission Meeting Minutes of May 16, 2019.

Approve the Bicycle and Pedestrian Advisory Commission Minutes of May 16, 2019 as amended.

Commissioner Mehlinger moved and Commissioner Mehlman seconded the motion to approve the amended Bicycle and Pedestrian minutes of May 16, 2019. The amendment was made by Chair Cordes who suggested changing the design of the 2019 BPAC Utility Bill Flier insert. The motion carried by the following vote:

**Yes 6 -**    Chair Cordes  
                  Vice Chair Bremond  
                  Commissioner Mehlinger  
                  Commissioner Mehlman  
                  Commissioner Swail  
                  Commissioner Welch

**No 0**

**Abstain 1 -**    Commissioner Oey

## **PUBLIC HEARINGS/GENERAL BUSINESS**

- 2.**      [19-0298](#)      Recommend to the City Council for Adoption of the Vision Zero Plan

Alternative 1: Recommend to City Council to Adopt the Vision Zero Plan.

Steve Davis from Fehr & Peers, transportation consulting firm, gave a presentation on the Vision Zero Plan. Mr. Davis emphasized that the main goal of the citywide Vision Zero Plan is to have zero fatalities and serious injuries on the transportation network on the entirety of the city streets. Mr. Davis pointed out three main components of the Vision Zero plan which are:

1. To take a safety first approach. Prioritize traffic safety over other transportation considerations
2. Acknowledge that traffic deaths and serious injuries are preventable
3. Adopt a multi disciplinary approach to address these issues

Mr. Davis stated that the Vision Zero Plan includes specific actions to implement. These actions fall into four categories:

1. Vision Zero Plan initiatives and evaluation
2. Street design & operation
3. Behavioral change
4. Vulnerable road users

Commissioner Oey recommended having a continuous data driven mechanism to improve the police reports. Mr. Oey commented on the Vision Zero Plan toolkit lane reduction and how it would be beneficial.

Commissioner Welch asked how will the Vision Zero Plan be executed if it is approved.

Mr. Davis stated that the plan would be executed by applying the vision and improvements into city projects.

Commissioner Mehlinger emphasized the importance of safety first. Mr. Mehlinger asked how does the Vision Zero Plan interact with all the other plans currently in progress and does this plan address protected intersections.

Mr. Davis stated there's a lot of interplay with all the plans and the Vision Zero Plan is more safety focus across the City for all users.

Chair Cordes made the following comments:

- Prioritize safety strategies
- Would like to come to a motion to recommend to City Council that items A.1 and A.2 be among the top priorities

Alejandro Marti, member of the public, commented on certain aspects of the Vision Zero Plan and asked that the City build protected bike lanes this year.

James Keller, member of the public, commented on how education is important to resolve various issues within the Vision Zero Plan.

David Simons, member of the public, seconded the idea that there should be more effort for education on Bicycle and Pedestrian safety.

Commissioner Oey moved and commissioner Mehlinger seconded the motion for alternative 2: recommend to City Council to adopt the Vision Zero Plan with modifications. The modifications are to prioritize the following Vision Zero Program

Initiatives identified in the report:

- A.1 Vision Zero Task Force - Convene an interdisciplinary Vision Zero Task Force to oversee plan implementation and coordinate projects and programs across City departments.
- A.2 Dedicated Funding - Identify a permanent, dedicated funding source for Vision Zero implementation and coordination.

The motion carried by the following vote:

**Yes 7 -** Chair Cordes  
Vice Chair Bremond  
Commissioner Mehlinger  
Commissioner Mehlman  
Commissioner Oey  
Commissioner Swail  
Commissioner Welch

**No 0**

**3. [19-0688](#) Report and Discussion of Recent VTA BPAC Meeting**

Dave Simons, VTA BPAC Representative, gave the meeting summary report regarding the following topics:

- The June meeting was cancelled.
- Project prioritizations.

**STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES**

**4. [19-0682](#) Update to Study Issues Process**

Lillian Tsang, Principal Transportation Engineer/Planner, gave a presentation on the new process for Study Issues. Key elements are:

- Study Issues proposed to City Council need to be within BPAC's purview
- Study Issues should be related to policies not operational issues
- Every January BPAC would rank all the sponsored study issues and provide the ranking to City Council

Ms. Tsang stated the 3 phases of the Study Issue process:

From: **Ralph Durham** <[durham.ralph@gmail.com](mailto:durham.ralph@gmail.com)>  
Date: Thu, Jun 20, 2019 at 4:24 AM  
Subject: Vision zero plan  
To: John Cordes <[mrjohncordes@gmail.com](mailto:mrjohncordes@gmail.com)>, Tim Oey <[tim@oey.us](mailto:tim@oey.us)>

Gentlemen and Commisioners,

I see that Vision Zero is On the agenda for this evening. This is good, and there is much to be done and the report is reasonably well thought out.

The devil will be in the details. Aggressive action is needed for everyone's safety.

Some broad changes are needed. First speed limits need to be lowered. Twenty is plenty in residential areas. Second no right turns on red lights unless specifically allowed. This needs to happen. Think how drivers act now. They pull into crosswalks before stopping. Then they keep looking left while ignoring everything to the right while hoping for a gap to turn into. Third is to narrow lanes. Eleven feet wide should be the absolute maximum width. Cars are under 7 feet wide, busses about 9. This will slow drivers down and create more space for pedestrians and cyclists. Safer for all.

Be very careful with bulbout solutions. Especially with regards to bike lanes. Never use them where you create a choke point for cyclists and drivers.

Demand that BPAC get to see plans and be in on any changes before it is "too late" for real mistakes to be addressed.

My last item. Look at Sunnyvale Ave in the downtown area. About 6 years ago major changes were made. It could have been great but we ended up with the same road bed used less efficiently. Why is there a 15 foot wide center turn lane? Why are the traffic lanes at least 12 feet wide? For a 30 mph road with pedestrian cross traffic? Why are the bike lanes just over 5 feet including the gutters. And perhaps the worst aspect is the just barely wide enough for ADA proposes sidewalk. Then it does have nice lampposts but they impact foot traffic. Millions spent on a 30 year mistake. It will take millions to make the sidewalks wider. Sewer and lamp post moving. The cheapest change would be to describe to create a buffered bike lane. Action without stakeholders input.

Keep up the good work.

Ralph Durham  
San Luisito Way.





# City of Sunnyvale

## Agenda Item

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19-0594

Agenda Date: 7/30/2019

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### REPORT TO COUNCIL

#### **SUBJECT**

CONTINUED FROM JULY 16, 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)

#### **SUMMARY OF COMMISSION ACTION**

This item was originally scheduled for the June 5, 2019 Heritage Preservation Commission (HPC) meeting but was continued to July 10, 2019 due to a lack of quorum.

The HPC voted 5-0 (two Commissioners absent) to forward to City Council the staff recommendation to update the Design Guidelines for the Murphy Station Heritage Landmark District (District) on July 10, 2019.

The HPC was supportive of the new document and staff's efforts in creating more objective standards for the District. Attachment 7 contains the excerpt draft meeting minutes from the HPC hearing.

#### **PUBLIC CONTACT**

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

#### **ALTERNATIVES**

1. Adopt a Resolution (Attachment 3 to the report) Updating the Design Guidelines for the Murphy Station Heritage Landmark District, and Find that the Action is Exempt from CEQA Pursuant to CEQA Guidelines Section 15308 and 15061(b)(3).
2. Adopt a Resolution Updating the Design Guidelines with modifications for the Murphy Station Heritage Landmark District, and Find that the Action is Exempt from CEQA Pursuant to CEQA Guideline Section 15308 and 15061(b)(3).
3. Take no action and maintain the existing use of the 1994 Murphy Avenue Design Guidelines.

#### **RECOMMENDATION**

Alternative 1: Adopt a Resolution (Attachment 3 to the report) Updating the Design Guidelines for the Murphy Station Heritage Landmark District, and Find that the Action is Exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15308 and Section 15061 (b)(3).



Adoption of the updated Design Guidelines for the District will provide clear direction to property owners, staff, the HPC, and the City Council on the key character defining features of each building within the District. This document is designed to provide clear direction to property owners and tenants while allowing decision makers to easily assess whether a project meets the guidelines, and continues to contribute positively to the District.

Prepared by: Amber Blizinski, Principal Planner

Reviewed by: Andrew Miner, Assistant Director, Community Development

Reviewed by: Trudi Ryan, Director, Community Development

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

### **ATTACHMENTS**

1. Report to Heritage Preservation Commission 19-0446, June 5, 2019 (without attachments)
2. Study Issue Paper
3. Draft Resolution and Draft Design Guidelines for the Murphy Station Heritage Landmark District
4. Map of the Murphy Station Heritage Landmark District
5. Link to the 1994 (current) Murphy Avenue Design Guidelines

### **Additional Attachments for Report to Council**

6. Excerpt of the June 5, 2019 HPC Draft Minutes
7. Excerpt of the July 10, 2019 HPC Draft Minutes



# City of Sunnyvale

## Agenda Item

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**19-0446****Agenda Date: 6/5/2019**

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### **REPORT TO HERITAGE PRESERVATION COMMISSION**

#### **SUBJECT**

Updates to the Design Guidelines for the Murphy Station Heritage Landmark District: Forward a Recommendation to the City Council to 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)

#### **BACKGROUND**

The 100 block of South Murphy Avenue is bounded by Washington Avenue, W. Evelyn Avenue, S. Sunnyvale Avenue, and S. Frances Street, and is a part of the City's Downtown Specific Plan (Block 2 - described as the Murphy Station Heritage Landmark District). As Sunnyvale's historic commercial core, this district developed along Evelyn Avenue and the railroad tracks at the intersection of Murphy Avenue (originally called Main Street) and characterized the heart of the fledgling City. Preservation of this district began in 1979 with the first inventory of historic resources conducted by the City of Sunnyvale.

In 1980, the City prepared the first design guidelines for the buildings on the 100 block of South Murphy Avenue, including store fronts on Evelyn Avenue and Washington Avenue, which was the remaining section of the old Sunnyvale downtown. At the time the guidelines were adopted, Murphy Avenue was in poor condition and many of the buildings had been renovated over the years with cheap materials that were not consistent with the architecture of the structures or their surroundings. The original design guidelines document included a development plan, which proposed significant public improvements to the street, as well as design guidelines to foster thoughtful and appropriate renovations to the existing structures. Following the adoption of the design guidelines in 1981, the City Council designated the area the Murphy Station Heritage Landmark District (District). A map of the District can be found in Attachment 4. After the design guidelines were adopted and the District was designated, the City invested more than \$2.2 million in public improvements and offered low interest loans to the property owners to make private improvements.

In the 1994 guidelines, it states that "31 of the 36 buildings within the ... District had been renovated or newly constructed" and the 1980 guideline document had been used as it was intended, but needed an update to maintain its usefulness. Note that the total number of buildings within the District is currently 31, as several pairs of adjacent buildings were merged with each other over the last 25 years. The current version of the Murphy Avenue Design Guidelines was adopted in 1994 and contains a mix of information from the original guidelines as well as updated design guidelines for renovations of the existing buildings. A link to the existing design guideline document has been provided in Attachment 5. While it is useful as a planning tool for property owners within the District, it is often described as being too vague or general to provide applicants, staff, the public or the Heritage Preservation Commission (HPC), the information necessary to make decisions on Resource or Landmark Alteration Permits (RAPs or LAPs). Therefore, in 2014, the HPC proposed a study issue

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Agenda Date: 6/5/2019

to update the design guidelines for the District (Attachment 2), and the City Council ranked the study issue highly in 2016.

The City Council is scheduled to consider this item on July 16, 2019.

## **EXISTING POLICY**

### **General Plan**

#### *Community Character Chapter*

**Goal CC-5** - To enhance, preserve and protect Sunnyvale's heritage including natural features, the built environment and significant artifacts.

**Policy CC-5.1** - Preserve existing landmarks and cultural resources and their environmental settings.

**Policy CC-5.2** - Enhance the visual character of the City by preserving diverse as well as harmonious architectural styles, reflecting various phases of the City's historical development and the cultural traditions of past and present residents.

## **ENVIRONMENTAL REVIEW**

The action being considered is categorically exempt from review under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15308 as it is an action taken for the protection of the environment where the regulatory process involves procedures for the protection of the environment. Projects that are subject to the new guidelines will be evaluated pursuant to CEQA on an individual basis, and the purpose of the Design Guidelines is to ensure that such projects do not have a significant effect on heritage resources. In addition, the adoption of updated Design Guidelines falls within the general exception in Section 15061(b)(3) of the CEQA Guidelines because it can be seen with certainty that the project 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**

The earlier versions of design guidelines consisted of general principles that attempted to address a District that varies greatly in architectural style with a holistic approach. This approach provided sufficient direction in certain circumstances, but also created some instances where situations specific to a building were not addressed, or the guidelines did not provide enough direction on updates to the rear or side elevations. In addition, due to the lack of detail in the existing guidelines, less attention has been spent by staff, and the HPC, on the rear and side elevations in past reviews of LAPs and RAPs. This lack of detail has resulted in instances where the front elevation of a building looks well maintained, but the rear and side elevations have not been held to the same standard.

When selecting a consultant to provide support to staff in the update of the District guidelines, staff was intrigued with the proposal submitted by the firm *architecture + history, llc*, which suggested an innovative idea of creating building-specific design guidelines, a concept that will better assist future LAP and RAP decisions. Staff presented the idea to the HPC at a Study Session in 2017 and the HPC quickly showed receptiveness and support for the idea, and how it should help streamline future decisions on LAPs and RAPs.

## **Design Guidelines for the Murphy Station Heritage Landmark District**

The draft design guidelines for the District (Attachment 3) are comprised of a brief foreword, a map of

the District, acknowledgements, an introduction, general design guidelines for all buildings within the District, building specific design guidelines, and design guidelines for new construction (additions or new buildings).

***Foreword, Map, Acknowledgements, and Introduction***

The guidelines begin with general information on the District, including an updated map showing the primary, secondary and tertiary contributors to the District. The primary contributors are those buildings that were built before 1940 that are largely original, while secondary contributors are those on S. Murphy Avenue that were built after 1940 or those that may be partially original but have been heavily modified, and the tertiary contributors are those within the District but not located on S. Murphy Avenue (and built after 1940). The background information, and most of the historical photos, were largely provided by the Sunnyvale Heritage Park Museum whose staff assisted the City in this process.

***General Design Guidelines for the Murphy Station Heritage Landmark District***

The guidelines provide general direction in the following areas:

- Appropriate building materials for use within the District;
- Awnings;
- Use of color on historic buildings;
- Windows and window displays;
- Lighting;
- Signage;
- Treatment of the two pedestrian breezeways leading from S. Murphy Avenue to the public parking lots on S. Frances Street and S. Sunnyvale Avenue;
- Rear facades of the buildings; and,
- Usage of the rear areas of the buildings/lots.

This section is intended to expand the themes of the 1994 guidelines, while also adding new guidelines that can be used to generally describe appropriate compatible updates to the District. More focus has been made to promote updates to the rear elevations of the buildings, and to encourage the activation of the space in the rear of some of the buildings to create more vibrancy adjacent to the public parking lots. In addition, a new section “rear areas - uses” has been added to address a common issue of trash cans/dumpsters conflicting with outdoor seating areas/walkways/public parking in the rear of the buildings.

***Building Specific Guidelines***

This section contains design guidelines for each of the 31 individual properties within the District. It contains information based on the tenant and conditions of the buildings as of December 2018.

Each individual building page contains consistent information, including:

- Summary Information:
  - Year the building(s) were built/modified, contribution type, assessor’s parcel number, 2018 tenant, and architectural style (if applicable);
- Past Alterations:
  - A summary of major alterations that have been made to the building(s) and a description of the most recent RAP or LAP;

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- Building Specific Character-Defining Features:
  - The items that make the building compatible with the District, or the specific architectural type of the building;
- Building Specific Guidelines; and
- Recommendations for Priority Improvements:
  - Items that should be modified when feasible to make the building(s) more compatible with the heritage preservation intent of the District. This section also contains information on non-permitted or prohibited items that staff found when studying the District.

### ***Design Guidelines for New Construction***

It is unlikely that many of the buildings within the District will be removed; but if that proposal occurs, it is important to retain and improve general guidelines for new construction. These guidelines would be used in addition to the general design guidelines for the District, and in cases of additions to existing structures, in conjunction with the building specific design guidelines. This section consists of guidelines in the following areas:

- Height and Bulk;
- Building Segments;
- Continuous Street Walls;
- Stylistic Details;
- Materials; and,
- Rear Areas

The design guidelines document provides clear direction to property owners, tenants, staff, the HPC, and the City Council when reviewing LAPs and RAPs. Assessing buildings individually removes most of the “gray area” that is commonly discussed when LAPs and RAPs are reviewed under the current guidelines, and should help to streamline review and facilitate informed decisions on the buildings within this important historical District.

### **FISCAL IMPACT**

The proposed amendments to the Murphy Station Heritage Landmark District Design Guidelines would have no fiscal impact on the City.

### **PUBLIC CONTACT**

Public contact regarding this item was made through the following ways:

1. Posting the Agenda for the Heritage Preservation Commission on the City’s official notice bulletin board outside City Hall and by making the agenda and report available at the Sunnyvale Public Library and on the City’s website;
2. Publication in the *Sun* newspaper at least 10 days prior to the hearings;
3. E-mail notification of the hearing dates sent to all interested parties and neighborhood associations;
4. Notices mailed to all property owners and tenants of the properties within the Murphy Station Heritage Landmark District;
5. Two community outreach meetings held to discuss the study issue on April 26 and 27, 2017;
6. Study Session with the Heritage Preservation Commission on May 3, 2017; and
7. Heritage Preservation Commission Special Meeting (Walking Tour) held on Murphy Avenue on May 22, 2019.

**Community Outreach Meetings**

Staff mailed notices to all property owners and tenants of the businesses within the District, and hand delivered notices to tenants, for the community outreach meetings held on April 26 and 27, 2017. One property owner (101 S. Murphy Avenue) attended the meeting and asked questions about the study, but had no comments. Two other property owners called staff after the meeting to ask about the study, but also had no comments at that time.

**Heritage Preservation Commission Study Session**

At the May 3, 2017 HPC Study Session the Commission reiterated their desire for a document that is clear and concise so that it is easier for them to make decisions on RAP and LAPs for buildings within the District. They also voiced support for building specific guidelines and further emphasis on enhancing the rear elevations of the structures facing the public parking areas.

**ALTERNATIVES**

Forward a Recommendation to the City Council to:

1. Adopt a Resolution (Attachment 3 to the report) Updating the Design Guidelines for the Murphy Station Heritage Landmark District, and Find that the Action is Exempt from CEQA Pursuant to CEQA Guidelines Section 15308 and 15061(b)(3).
2. 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 Section 15308 and 15061(b)(3) with modifications.
3. Take no action and maintain the existing use of the 1994 Murphy Avenue Design Guidelines.

**RECOMMENDATION**

Alternative 1: Forward a Recommendation to the City Council to Adopt a Resolution (Attachment 3 to the report) Updating the Design Guidelines for the Murphy Station Heritage Landmark District, and Find that the Action is Exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15308 and Section 15061(b)(3).

Adoption of the updated Design Guidelines for the District will provide clear direction to property owners, staff, the HPC, and the City Council on the key character defining features of each building within the District. This document is designed to provide clear direction to property owners and tenants while allowing decision makers to easily assess whether a project meets the guidelines, and continues to contribute positively to the District.

Prepared by: Amber Blizinski, Principal Planner

Reviewed by: Andrew Miner, Assistant Director, Community Development

Reviewed by: Trudi Ryan, Director, Community Development

Reviewed by: Jaqui Guzmán, Deputy City Manager

Approved by: Kent Steffens, City Manager

**ATTACHMENTS**

1. Reserved for Report to Council
2. Study Issue Paper
3. Draft Resolution and Draft Design Guidelines for the Murphy Station Heritage Landmark District
4. Map of the Murphy Station Heritage Landmark District
5. Link to the 1994 (current) Murphy Avenue Design Guidelines



**19-0446**

**Agenda Date: 6/5/2019**

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## Agenda Item

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**15-0685**

**Agenda Date: 1/29/2016**

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### **2016 COUNCIL STUDY ISSUE**

#### **NUMBER**

CDD 14-10

**TITLE** Update to the Murphy Avenue Design Guidelines

#### **BACKGROUND**

**Lead Department:** Community Development  
Support Department(s): N/A

#### **Sponsor(s):**

Board/Commission: Heritage Preservation Commission

#### **History:**

1 year ago: Deferred

2 years ago: Deferred

#### **SCOPE OF THE STUDY**

##### **What are the key elements of the study?**

The Murphy Avenue Design Guidelines were originally published in 1980 and included a development plan that incorporated significant public improvements to the street, as well as design guidelines to encourage renovations by private business owners.

By 1994, when an update to the Design Guidelines was completed, many of the buildings had been renovated or newly constructed. The 1994 revisions removed the development implementation measures of the plan, which had largely been completed by that time, and included minor modifications to the text, illustrations and graphics of the former document. The body of the guidelines was not substantially changed and no changes to policies were made. Streetscape standards were adopted in 2005.

It has been approximately 20 years since the adoption of the most recent design guidelines. With recent construction and several approved redevelopment projects underway in the surrounding downtown, the context of the historic 100 block of South Murphy Avenue has been transformed. The new study would reexamine the importance of maintaining Murphy Avenue's historical integrity and unique architectural characteristics. New guidelines could provide further design specificity to business owners as well as provide further direction to Heritage Preservation Commissioners and decision makers when considering new proposals for renovation. Consideration may also be given to expand the scope of the guidelines to future redevelopment south of Washington Avenue.

##### **What precipitated this study?**

During public hearing discussions, Heritage Preservation Commissioners have noted that the current

Murphy Avenue Guidelines provide limited direction in certain areas and could be updated due to an evolving downtown. Discussion has also included a desire for more specificity with regards to color selection and the possible use of the Munsell Color System to better harmonize design and create connectivity along Murphy Avenue. The intent would be to provide more objective design criteria and improve the overall structure of the document.

**Planned Completion Year: 2016**

**FISCAL IMPACT**

**Cost to Conduct Study**

Level of staff effort required (opportunity cost): Moderate

Amount of funding above current budget required: \$25,000

Funding Source: Will seek budget supplement

Explanation of Cost:

Funds would be used to hire a consultant for the recommended limited scope with specific knowledge and experience in historic colors and materials across 100+ years.

**Cost to Implement Study Results**

Unknown. Study would include assessment of potential costs.

Explanation of Cost: To be determined as part of study

**EXPECTED PARTICIPATION IN THE PROCESS**

Council-approved work plan: No

Council Study Session: No

Reviewed by Boards/Commissions: Heritage Preservation Commission

**STAFF RECOMMENDATION**

**Position:** Support

**Explanation:** The 100 block of S. Murphy Avenue has been designated a Heritage Landmark District. The guidelines are intended to maintain a link to Sunnyvale's historic commercial area. Staff agrees that more direction and specificity on colors and materials would make the guidelines more useful and easier to implement.

Prepared By: Amber El-Hajj, Senior Planner

Reviewed By: Trudi Ryan, Planning Officer

Reviewed By: Hanson Hom, Director, Community Development

Reviewed By: Kent Steffens, Assistant City Manager

Approved By: Deanna J. Santana, City Manager

DRAFT 5/7/2019 *RUM*

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF SUNNYVALE UPDATING THE MURPHY AVENUE  
DESIGN GUIDELINES, NOW TO BE KNOWN AS THE  
DESIGN GUIDELINES FOR THE MURPHY STATION  
HERITAGE LANDMARK DISTRICT, AND FIND THAT  
THE ACTION IS EXEMPT FROM CEQA**

WHEREAS, the Sunnyvale General Plan, Chapter 4 (Community Character) contains goals, policies, and programs that call for the enhancement, preservation, and protection of Sunnyvale's heritage resources and the cultural traditions and community memories that these physical resources represent; and

WHEREAS, in 1980, the City of Sunnyvale ("City") adopted the first Heritage Preservation sub-element of part of the General Plan and established the official Heritage Resources Inventory containing landmarks, trees, residential and commercial districts and individual structures; and

WHEREAS, the City Council adopted Chapter 19.80 (now Chapter 19.96) of the Sunnyvale Municipal Code, authorizing the City Council, upon recommendation of the Heritage Preservation Commission, to establish Designated Heritage Resource Districts and Local Landmark Districts as areas of the City that are appropriate for preservation due to the concentration of heritage resources that are unified by a special character, historical interest, aesthetic value, or architectural significance; and

WHEREAS, in 1981, the City Council designated the Murphy Station Heritage Landmark District following preparation of the first Murphy Avenue Design Guidelines ("Design Guidelines") for the 100 block of South Murphy Avenue which is bounded by Washington Avenue, W. Evelyn Avenue, S. Sunnyvale Avenue, and S. Frances Street; and

WHEREAS, Chapter 4 of the Sunnyvale General Plan identifies the Murphy Station Heritage Landmark District as the City's only heritage commercial streetscape, and notes that activities designed to promote preservation of the historic buildings and streetscape on Murphy Avenue resulted in the creation of an attractive environment that has drawn significant business investment, re-establishing Murphy Avenue as a commercially viable neighborhood and regional destination; and

WHEREAS, in 1994, the Design Guidelines were updated to maintain its usefulness, however, the current version of the Design Guidelines contains a mix of information from the 1980 guidelines as well as from the 1994 updated design guidelines for renovations of the existing buildings; and

WHEREAS, in 2014, the Heritage Preservation Commission proposed a study issue to update the Design Guidelines and the City Council identified the Design Guidelines update as a high priority study issue in 2016; and

WHEREAS, the City of Sunnyvale has prepared new Design Guidelines to replace the 1994 Murphy Avenue Design Guidelines; and

WHEREAS, the new Design Guidelines for the Murphy Station Heritage Landmark District provides clear direction to property owners, tenants, staff, the Heritage Preservation Commission, and the City Council when reviewing Landmark Alteration Permit (“LAPs”) and Resource Allocation/ Alteration Permit (“RAPs”); and

WHEREAS, on April 26 and April 27, 2017, two community outreach meetings were held to discuss the study issue of updating the Design Guidelines; and

WHEREAS, on May 3, 2017, the Heritage Preservation Commission held a study session to review the Design Guidelines; and

WHEREAS, on May 22, 2019, the Heritage Preservation Commission held a Special Meeting to allow a walking tour of Murphy Avenue, and on June 5, 2019, conducted a hearing to review and consider the proposed updates to the Design Guidelines for the Murphy Station Heritage Landmark District, notice of which was duly given; and

WHEREAS, at said hearing, the Heritage Preservation Commission gave all persons full opportunity to be heard and to present evidence and testimony respecting said matter; and

WHEREAS, at said hearing, the Heritage Preservation Commission made a recommendation to the City Council respecting said matter based on the evidence and testimony; and

WHEREAS, the City Council conducted a hearing to review and consider the proposed Design Guidelines for the Murphy Station Heritage Landmark District, notice of which was duly given; and

WHEREAS, at said hearing, this City Council gave all persons full opportunity to be heard and to present evidence and testimony respecting said matter; and

WHEREAS, at said hearing, this City Council received and considered the reports and recommendations of the City’s Heritage Preservation Commission and the City’s Director of Planning; and

WHEREAS, the adoption of the updated Design Guidelines is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to the Class 8 Categorical Exemption (CEQA Guidelines Section 15308) in that it is an action taken for the protection of the environment where the regulatory process involves procedures for the protection of the environment. Additionally, the Project is exempt pursuant to the general rule in CEQA

Guidelines, Section 15061(b)(3), because it can be seen with certainty that the adoption of these Design Guidelines will not have a significant effect on the environment; and

WHEREAS, the City Council desires to update the Design Guidelines for the Murphy Station Heritage Landmark District.

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

1. The above recitals are incorporated herein as findings for approval of the new Design Guidelines for the Murphy Station Heritage Landmark District.
2. The Design Guidelines for the Murphy Station Heritage Landmark District, attached hereto as Exhibit A, are hereby adopted and fully replaces the 1994 Murphy Avenue Design Guidelines.
3. The City Council finds that this resolution is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15308 and Section 15061(b)(3).
4. This Resolution shall become effective on July 16, 2019.

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

AYES:

NOES:

ABSTAIN:

ABSENT:

RECUSAL:

ATTEST:

APPROVED:

\_\_\_\_\_  
City Clerk  
(SEAL)

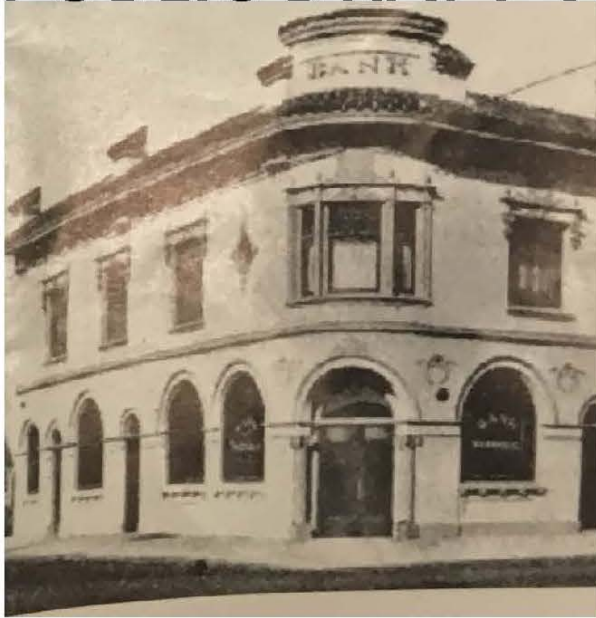
\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

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



# PUBLIC DRAFT VERSION



## *DRAFT* DESIGN GUIDELINES FOR MURPHY STATION HERITAGE LANDMARK DISTRICT

April 2019 Version



City of Sunnyvale



## Foreword

In 1980, the City of Sunnyvale commissioned Charles Hall Page and Associates, Inc. to prepare the first design guidelines for the Murphy Station Heritage Landmark District (District). The District represents the last structures of the old Sunnyvale downtown; however, many of the contributing buildings were in poor condition at that time. Several of the buildings had been “renovated” with cheap materials, employing designs that showed little sensitivity to the original architectural character of the District and, many of the businesses were struggling financially. Additionally, the District lacked landscaping and streetscape treatments, that would both improve the appearance of and draw patrons to Murphy Avenue.

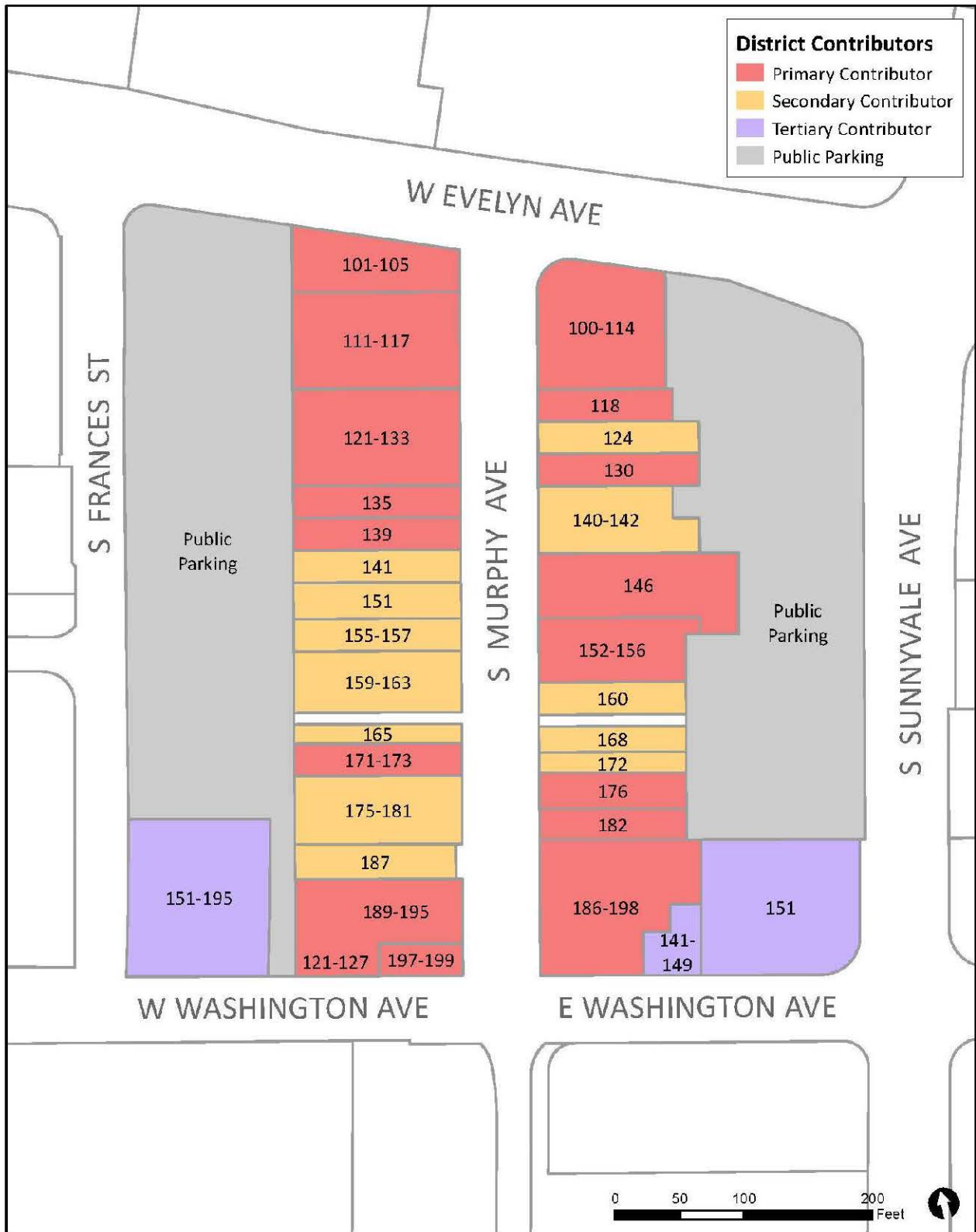
The 1980 Murphy Design Guidelines were accompanied by a development plan that included significant public improvements to the street, and a commitment by the City of Sunnyvale to invest more than two million dollars in public improvements and provide low interest loans to property owners for private storefront improvements.

Public improvements and continued investments were made along Murphy Avenue in the 1980’s and although private reinvestment moved at a slower pace, by the summer of 1994, most of the buildings in the District had been rehabilitated. Additionally, a few new structures were built on the periphery of the area.

Since the original Murphy Avenue Design Guidelines document focused on significant upgrades or new construction, and most of the improvements had been completed by 1994, the City updated the Murphy Design Guidelines with help from a grant from the California Office of Historic Preservation in 1994.

The District is now a thriving commercial center within downtown Sunnyvale and an update to the guidelines is instrumental to continue the traditions and character of this important area. This 2019 update to the Design Guidelines for the Murphy Station Heritage Landmark District was sponsored as a Study Issue by the Sunnyvale Heritage Preservation Commission, and with City funding, has been completed by staff, along with assistance from the Sunnyvale Heritage Museum and selected consultants, architecture + history, llc and Johanna Street, Architect.

# MURPHY STATION HERITAGE LANDMARK DISTRICT



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## **Acknowledgements**

### **City of Sunnyvale**

#### **City Council**

Larry Klein, Mayor  
Russ Melton, Vice Mayor  
Gustav Larsson  
Glenn Hendricks  
Nancy Smith  
Michael S. Goldman  
Mason Fong

### **Heritage Preservation Commission**

Dawn Hopkins, Chair  
Dixie Larsen, Vice Chair  
Mike Michitaka  
Kenneth Valenzuela  
David Wu  
Steve Caroompus  
Shanna Gaudenti

### **City Staff**

Kent Steffens, City Manager  
Trudi Ryan, Director, Community Development  
Andrew Miner, Assistant Director, Community Development  
Amber Blizinski, Principal Planner  
Gerri Caruso, Principal Planner (retired)  
George Schroeder, Senior Planner  
Noren Caliva-Lepe, Senior Planner  
Ryan Kuchenig, Senior Planner  
Kelly Cha, Associate Planner  
Ishwarya Prabhakaran, Planning Intern

### **City Consultants**

architecture + history, llc (Bridget Maley)  
Johanna Street, Architect

### **Sunnyvale Heritage Park Museum**

Laura Babcock  
Dale Mouritsen (former Heritage Preservation Commissioner)  
Monte Stamper  
Jeanine Stanek (former Chair of the Heritage Preservation Commission)

***A special thank you and acknowledgement to the Sunnyvale Heritage Park Museum for help with historical content for the Introduction and many of the historical photographs used within the document.***



## **An Introduction to the Murphy Station Heritage Landmark District**

### **Murphy Avenue – Sunnyvale’s Main Street**

In 1850, Martin Murphy Jr. and his family settled in the Santa Clara Valley. Murphy purchased one half of the Pastoria de las Borregas Ranchero and called this property Bayview Ranch. In 1864, the Central Railroad (now Southern Pacific) constructed a railline between San Francisco and San Jose, which crossed the Bayview property through an easement from Murphy. In turn, the Murphys established a “Flag Stop” near their ranch and named it “Murphy’s Station.”

As a result, a commercial center developed at Murphy Station. Much of the growth and development around the train station can be attributed to W. E. Crossman, a savvy and farsighted real estate investor. In 1898, Crossman bought 200 acres of the Murphy Estate from Martin Murphy’s son and promoted the town, which he named Encinal. The town was renamed Sunnyvale in 1901, and finally incorporated in 1912.

The 100 block of South Murphy Avenue and surrounding parcels that make up the Heritage Landmark District are situated between the current major downtown thoroughfares of Washington, Evelyn, Sunnyvale and South Frances, and are within the City’s Downtown Specific Plan area. As Sunnyvale’s historic commercial core, the Murphy Station Heritage Landmark District developed along Evelyn Avenue and the railroad tracks at the intersection of Murphy Avenue (originally called Main Street). This historic Murphy Station Heritage Landmark District characterizes the heart of the fledgling City and preservation of this district began in 1979 with the first inventory of historic resources by the City of Sunnyvale.

Many of the very early wood-frame buildings that lined Murphy Avenue are gone, but an early commercial building remains at 101 S. Murphy Avenue, at the corner of Evelyn Avenue. This building, constructed in 1897, housed a general store and was the location of Sunnyvale’s first post office. By 1929, addresses were assigned to buildings along Murphy Avenue and around downtown. Prior to that, a business location was described simply as “On Murphy Avenue, Sunnyvale.”

The buildings along Murphy Avenue reflect typical commercial architectural styles and types for the period 1900-1950. This includes primarily one and two-story, wood-frame structures that reflect the character of an early twentieth-century American Main Street. One author has described the traditional American Main Street as having been “the face of a town, the expression of its identity...the rhythm of windows and walls...a singular expression of time and place.” Murphy Avenue weathered challenging times in the 1980’s, but as more investment was made by the City, and through private loans, the district and individual buildings have been upgraded and are thriving amid downtown Sunnyvale.

Several buildings within the Murphy Station Heritage Landmark District possess an architectural integrity which was dramatically enhanced by upgrades and investment executed





in the 1980's and 1990's. In the rare occasion where less characteristic materials and characterless signage remain, the circumstances are generally reversible.

The buildings within the District do not require restoration to a particular period of time, nor should they be reconstructed to an "antique" appearance. Each building has a particular style and appearance. Where there is a high level of architectural integrity, changes should be limited. Where past alterations have resulted in loss of historic materials, there is more flexibility in renovating when needed.

The Murphy Station Heritage Landmark District was historically a place to get your shoes fixed, eat lunch, and go to the movies. Traditionally the district was the hub of downtown Sunnyvale's social and retail activity. The stores and restaurants were small, but were oriented to personal service and offered a wide array of services and products. Today, these same spaces offer a wide-variety of local cuisine, and provide a lunch destination for Sunnyvale's workforce and a dinner destination for the residents. Additionally, the district offers a genuine, pleasant place to dine or shop, with an environment conducive to meeting people and enjoying the outdoor dining spaces.

Since the demolition of the Sunnyvale Town Center Mall, the redevelopment projects within the area have established downtown Sunnyvale as an exciting place to visit, work, and live. There are numerous offices, residential units and a variety of existing and future commercial and residential opportunities to bring people to the area. In this sense, the District provides a setting where people can gather to eat and socialize inserting new energy and patronage to Murphy Avenue.

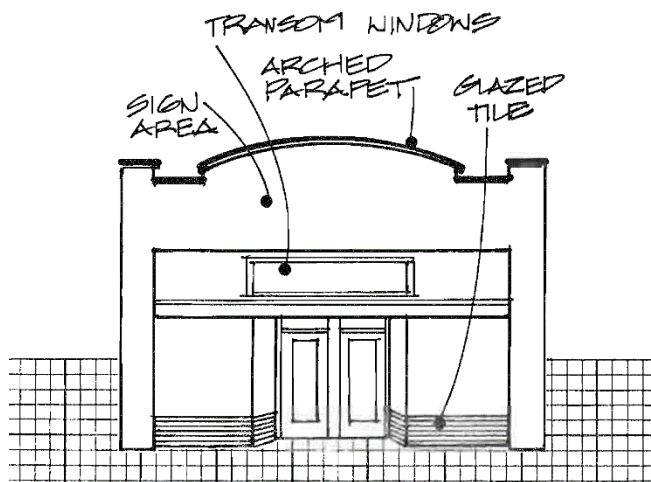
Historically, the Murphy Station Heritage Landmark District was surrounded by residences. While many of the adjacent single-family residences no longer remain in the area, redevelopment of the Sunnyvale Town Center has resulted in multi-family residential uses within the immediate area (with more on the way). In this respect, the District's small shops and restaurants are especially attractive to residents of this, modern, twenty-first century urban village.



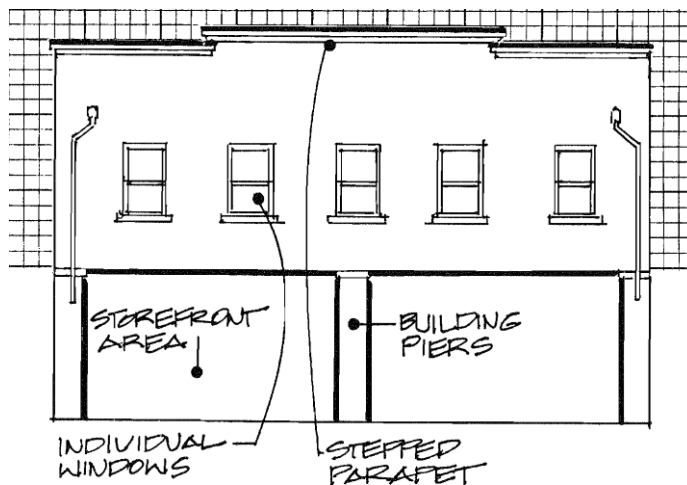
**1943 Sanborn Maps of S. Murphy Avenue showing the former configuration of the rear lots, prior to parking areas being inserted where S. Francis and Arques Streets once aligned.**

## General Design Guidelines for the Murphy Station Heritage Landmark District

The following are general guidelines for existing structures within the entire area that is known as the Murphy Station Heritage Landmark District (District). The District is comprised of the 100 Block of S. Murphy Avenue and a few buildings along Evelyn Avenue and Washington Avenue. Given the small size of the area, recommendations and guidelines for each individual building are provided in the next section of this document. This section is intended to provide overview or general guidelines for existing buildings. A separate section is provided for new construction or major renovation. Further, this section is intended to supplement and expand on the 1994 Guidelines.



*Typical one-story, commercial building found along Murphy Avenue. Some of the one-story buildings are two bays wide with two symmetrical storefront entries. The entry is often recessed somewhat from the front plane of the building. This sketch appeared in the previous version of the guidelines.*



***Typical two-story, commercial building found along Murphy Avenue. Some of the two-story buildings also have a Murphy Avenue-facing door that accesses the second story. This sketch appeared in the previous version of the guidelines.***



***Above: An intact, recessed storefront from the late 1920s.***

***Below: A strong example of a two-story, commercial building with a storefront at the first floor and a pedestrian entry to the upper story unit. Historically, these would have housed a business below, such as a small grocery with the grocer living above. Today, the upper story spaces have often been converted to office.***





## Materials Introduction

Sanborn Maps of the 100 block of S. Murphy Avenue indicate that historically this collection of buildings was wood frame, often with a stucco finish. Photographic evidence indicates windows were either wood frame or steel sash and were frequently framed in wood. A solid, permanent material was often employed at the storefront base, also referred to as a bulkhead, such as tile, stone or brick. Storefront entries sometimes had special flooring, such as terrazzo or colorful tile.



*Above: Note the tile work at the storefront base, the stepped parapet, the signage area, and stucco finish at 121-133 S. Murphy Ave.*

## Materials General Guidelines

- Make removal of incompatible materials a priority, especially at the bulkhead, entry, or transom area of the storefront and at the building cornice or roofline.
- New materials should harmonize with existing or historic building materials. Materials should be limited to traditional materials such as brick, stucco, stone, terra-cotta, wood, tile and metal. Materials with a matte finish are preferred; polished or reflective surfaces are discouraged. Choose materials, as well as colors, that relate to the architectural style or character of the building being renovated or, if the building is not historic, to the style or character of the District. DO NOT choose materials that are user specific as they may not hold from merchant to merchant or reflect the traditional materials employed at storefronts.
- Retain or reintroduce transparent windows at the front façade; opaque, black, mirrored or heavily tinted glass should be avoided.
- Limit the number of materials employed on any single façade so the materials do not create an overly busy façade.
- Repair historic windows rather than replace them. However, if replacement is required, employ wood sash or anodized aluminum. For instance, steel window framing is appropriate on a Moderne style building, whereas natural wood trim would enhance a simple Spanish-inspired building.



- Reintroduce missing architectural features and decorative elements with compatible materials.
- Ensure that awnings and signage take into consideration the spacing of storefront bays.
- Maintain a consistent architectural style on all building elevations.
- Retain character-defining features and limit changes that would impact character-defining features.
- Encourage variation in tile base from building to building in the District.



***This one-story commercial building has many intact features including its two recessed storefront entries and the detailing enframing the storefront including the large openings for the transom windows. Some transom windows have been lost and the base materials have been changed but the shape, form, massing and major features of this storefront remain.***





***Above: This storefront, in another Peninsula downtown, was recently remodeled. The selection of wood slats for use at the clerestory area reflects the corporate image of this restaurant mini-chain, but does not reflect the traditional material or feature employed at this area of a 1920s-30s storefront.***

***Below: The storefront before it was altered; the clerestory windows were retained behind the wood slats shown above.***

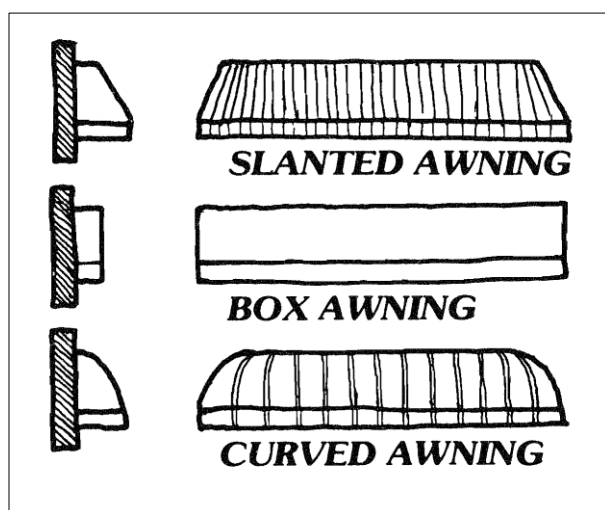




### Awnings Introduction

Many of the buildings within the Murphy Station Heritage Landmark District were designed to have retractable 45-degree angle awning stretching the length of the storefront display windows or façade. Awnings are a colorful way to create an inviting pedestrian environment at the storefront, while also contributing to the distinctive image of the business. Brightly colored canvas awnings add character to the streetscape. Awnings can be designed to cover each individual storefront window band or entry, or span across the entire building front, if compatible with the individual building.

A commercial building with a very flat, undecorated façade benefits greatly from awnings. Second-story windows should also be considered as possible locations for awnings. Upper stories can be integrated effectively into the storefront area through the use of awnings.



*Typical awning types found along Murphy Avenue. This sketch appeared in the previous version of the guidelines.*

### Awnings General Guidelines

- Awnings should be compatible with the building architecture.
- The minimum clearance between the lowest point of the awning and the grade immediately below must be eight feet for pedestrian areas and fifteen feet for vehicular clearance.
- Retractable awnings may be considered if appropriately designed.
- Provide awnings that are simple in design, color and detail and that complement the building's established (or future) color palate.
- Select materials for awnings that will age, weather and fade slowly to maximize the investment, such as canvas and matte finish vinyl. Replace frayed, ripped, faded, or heavily soiled canvas awnings every five years.
- Use awnings creatively, to provide the main signage area or supplement wall signs and window graphics.



- Employ stenciling when business names and addresses when signage is placed onto awnings
- Employ awnings to compliment the commercial storefront's historic character and features.
- Use the overall character and architecture of the building to guide awning size, placement, materials, and colors.
- Choose awning shapes that relate to the shape of the entrances and contribute to the cumulative effect for the building as well as the streetscape.
- Consider how the spacing and size of awnings affect the appearance of the entire building as well as each individual storefront.



***Above: This is a good example of using several awnings of the same size and character along a corner storefront to break up the awning plane and highlight the individual elements of the building.***



***Above: This small-scale, two-storefront corner building would benefit from restoration of the clerestory windows and consistently placed and sized awnings below the clerestory. Varying color of these awnings differentiates the two merchants which can be okay if done well.***

***Below: Using awnings at secondary elevations and at second story windows can further highlight the building features, while providing necessary sun shade for building users.***







## Color Introduction

American Main Streets have traditionally been colorful places. Every element along the streetscape contributes to an integrated and harmonious commercial environment. The colors of each building, the elements and colors of the window displays, the awnings and signage, as well as lighting contribute to the overall character of the streetscape. Along S. Murphy Avenue and within the Murphy Station Heritage Landmark District the proliferation of mature trees and plantings also contribute to the color of the streetscape, in some places softening the architecture.

## Color General Guidelines

- Employ a lighter shade color for the body of the building.
- Use bright, bold colors to highlight trim and for ornamentation, awnings, signs, and banners.
- Choose darker, contrasting colors for tiles or other materials employed at the base of the building.
- Consider the color of nearby buildings. Colors of adjacent buildings should complement one another. Maintain a balance of colors. For example, a minimum of three colors is recommended for use on building facades, with the third, and rare fourth, color used on accent items such as awnings, or doors and windows.
- Where limited decorative features exist, create visual interest by applying color in a pattern that resembles architectural elements such as pilasters, coursing, window lintels, or cornice lines. In some cases, slightly darker or lighter shades of the base color would “create” enough ornamentation to add visual interest. Employ color to manipulate large, unarticulated facade renovations. The use of paint breaks up the large unarticulated face of the building elevations.
- Make every effort to coordinate all the colors which comprise a building’s facade, including awnings and signage.
  - Awnings add an architectural element to the façade and serve a practical purpose as well. Colors selected for awnings should work with the overall signage and color scheme of the building. The awning color should pair well with one of the highlight trim colors or introduce another complementary color.
  - Signage should reflect the historic character of S. Murphy Avenue and be placed in locations that are appropriate and work well with the architectural features of each building.



***Above: This storefront, which is very intact at the upper level, would benefit from differing colors for trim and at the highly decorative cornice.***



***Above: This single building houses two storefronts. Different body paint colors, varying signage and use of awnings creates two distinct facades.***





## Windows and Window Displays Introduction

Storefront windows are a primary character-defining feature of these building types. The clerestory windows above also contribute to the overall character of the building and provide additional light into interior spaces. A well-designed window display should draw the pedestrian's attention to the major project or service of a business establishment. If the display windows are large, putting one of everything in the window will not necessarily draw shoppers to a store. Regulations for window signage can also be found in Sunnyvale Municipal Code Section 19.44.

## Windows General Guidelines

- Provide creative, colorful, organized, attractive and informative window displays that convey the type and style of the business and its associated merchandise.
- Create dramatic eye-catching displays through the use of lighting and color.
- Correct dropped ceilings or mezzanine floors installed and built directly against window glazing as these detract from the window display area.
- Locate interior mechanical equipment away from the storefront glazing
- Uncover clearstory windows that have been obscured.
- All glazing should be open and clear. Avoid the following:
  - Window covering;
  - Window film;
  - Obscure or spandrel glazing;
  - Security bars; or
  - Other similar materials that obscures views inside the building.



*Above: Using one color for the storefront works here as the raised, simple letter signage at the sign band and the creative use of the window display area provides plenty of color and variation.*



## Lighting Introduction

Historically, some of the facades along Murphy Avenue may have been lighted at night; certainly, this was the case along many California Main Streets. Most likely the former Sunnyvale Theater was brightly lit with dazzling colors each night. Neon is a particularly versatile signage material that was fashionable in the 1930's to 1950's and has returned to popularity. Neon is attractive during the day and also contributes to the ambiance of the street at night.

Storefront lighting is essential to a vibrant nighttime atmosphere. Storefronts or restaurant windows can be a primary source of illumination on the street. Often an entire storefront is flooded with light from down lights in display windows. Exterior wall-mounted-fixtures also cast light onto storefronts, illuminating signage after dark. Lighting also can highlight historic or key elements of buildings at the street level, washing bay columns or the underside of the storefront cornice with light, and drawing attention to the building and the streetscape.



*Above: A Los Angeles street lit at night in the 1940s.  
Neon signs are a common feature of historic downtowns.*

## Lighting General Guidelines

- Use lighting to highlight building elements of the surrounding storefront, such as columns, the glazed bulkhead, or the underside of the storefront cornice, to draw attention to a store.
- Design display windows and signage for nighttime appeal as well; consider how these elements will look when lighted at night.
- Use accent lighting to highlight storefront, restaurant and building entrances that is appropriate to the style of the building. Neon signage may be considered where historically appropriate.
- Employ consistent fixture styles at all building elevations, where feasible.



*Above: This commercial street has varying street lights, building lighting, storefront lighting and neon signage all of which contributes to the nighttime character and sense of safety.*

## Signage Introduction

Murphy Street signage was placed on the valance of awnings, within bands above or below transom windows, and almost always appeared on the storefront windows. It was designed carefully to reflect both the type and the quality of products or services offered by the business establishment. Cluttered, poorly designed signage projects a tacky, disorderly appearance and consequently is difficult to read.

## Signage General Guidelines

- Ensure proposed signage, including temporary signs and window graphics, complies with Sunnyvale Municipal Code Section 19.44 (Signs).
- Preserve historic signs; they are reminders of the area's history.
- Scale signs to fit within the boundaries of the storefront that it is advertising.
- Design storefront signage so that it is lightweight in appearance. Signs made up of individual letters, square signs hung away from the face of the building, and signs perpendicular to the face of the building all tend to appear lighter than square signs affixed to the face of the building.
- Encourage individual letters (e.g. channel, halo-lit), cabinet/box signs are not allowed on Murphy Avenue.



*A variety of signage including Projecting, hanging signs, lettering on awnings and affixed letter signs to sign bands add to the vibrancy of the streetscape.*



*This chain store used simple applied letters as signage, respecting the established sign band and clerestory windows.*



### **Pedestrian Breezeways Introduction**

Each side of the 100 block of S. Murphy Avenue has a mid-block pedestrian passageway or breezeway that leads to rear of the buildings and the associated parking area. These breezeways were likely created in the mid-1950s when the adjacent buildings that face Murphy Avenue were constructed. They feature Mid-Century elements such as low, fairly flat roofs, Roman brick bases and limited decorative details. Each breezeway has entrances or small storefronts that face the walkway. They have been somewhat modified over time and need more frequent maintenance.

### **Pedestrian Breezeway General Guidelines**

All the signage and landscaping encroaching upon the pedestrian promenades should be carefully designed to enhance the intimate, inviting pedestrian-scale. The applied elements such as signage, awnings, and planters should be colorful and well maintained.

- Refurbish the Murphy Station entry monuments. Consider consistency with the Murphy Ave entry sign at Washington Ave.
- Retain the Roman brick that appears at the Murphy Avenue entry of the breezeways.
- Select additional tile that compliments the Roman brick to extend through the breezeways for the lower wall area through the breezeway.
- Encourage redesign of window and door openings along the breezeway to achieve a more uniform or consistent architectural vocabulary. Many of these have been altered or completely changed and as a collection they have an ad hoc appearance.
- Design improvements along the breezeways will create a more inviting atmosphere and allow businesses to better relate to the thru-space.
- Select consistent light fixture for along the breezeway for improved nighttime safety and access.
- Provide similar treatments in tile, lighting, paint, window and door selections for each of the two breezeways.
- Consider studying the roof structure of these spaces and determine if slightly raising the roof might improve the pedestrian experience through the space.
- Consider removing the roof over the breezeways to make this an open air passage between Murphy Avenue and the rear parking areas; this could make these more inviting spaces.





***Above: The east side breezeway.***

***Below: The west side breezeway.***



*Walkway in downtown San Mateo.*



*Walkway in Pasadena.*



*Open air connection to rear parking at this small scale commercial complex.*



### **Rear Facades Introduction**

The rear facades of the buildings within the District face the public parking lots for the downtown area. These rear facades originally faced what were the back yards of residences facing S. Francis Street at the west and additional residences and the lumber yard to the east. As such, the rear facades were not originally intended to be accessed as an entry to the business or viewed formally. Therefore, many of the rear elevations of these buildings currently lack the historic continuity of the elevations along S. Murphy Avenue and may have originally consisted of blank walls. However, when the parking areas were added in the 1950s, these facades became significantly more public and some rear entries to businesses accessed directly from the parking areas were created.

### **Rear Façade General Guidelines**

- Strive to make these rear areas attractive for semi-public uses or secondary entrances to shops and restaurants, with limited use of display windows, ornament and signage.
- Signage should be smaller scaled for the rear facades than for the front facades. The location of the signage should facilitate communication about the location of entrances and the identification of the business.
- Lighting of the rear areas of buildings is particularly important to create visual interest as well as a sense of security. Small white lights could outline the shape of a canvas canopy or could be incorporated into the landscaping.
- Carry the architectural design or a similar architectural vocabulary from the front of the building to the rear of the building (e.g. entries, windows, architectural details, colors and materials).
- Encourage active use of rear areas, such as outdoor dining.



**Rear Areas – Uses – Waste Management, Storage, Outdoor Dining / Seating and Parking**

Some of the buildings have ample space at the rear for ancillary uses. It is important to determine if there is adequate space for the desired uses; to avoid over programming an area, or trying to fit too many ancillary uses in too small of a space. The following guidelines should be considered for the rear area uses:

- Adequately separate outdoor seating / dining from storage and trash enclosures.
- Design trash enclosures to be compatible with the buildings they serve and blend with the existing architecture.
- Employ trash enclosures to screen trash receptacles.
- Ensure rear uses are safe in relation to adjacent parking; make sure uses do not spill into parking areas.



*This trash enclosure in another commercial area was designed to blend with the existing architecture.*



*A parking enclosure at the east parking area.*



*A sidewalk separates the parking spots from the buildings and rear use areas along the edge of the parking area.*



*These rear facades of the west side Murphy Avenue buildings have a sidewalk, which helps with pedestrian safety. They also do not have any trash storage at the rear.*





### Summary Information

- Year Built: 1904/ Relocated in 1993 including a two-story addition
- Contribution Type: Primary Contributor to District
- Parcel Number: 209-06-075
- Stories: 3
- 2018 Tenants: Il Postale, Satellite Workspace, Salon, Coffee & More, office and banquet space on second and third floors
- Architectural Style: Vernacular

### Past Alterations

- Most Recent Landmark Alteration Permit – 2015 (changes to windows, doors, awnings, and signs).
- Other alterations noted in field: Two-story stucco addition (1993); storefronts; dormers; exterior stair; and signage and lighting. This building was moved and rehabilitated.

### Building Specific Character-Defining Features

- Two-story plus attic, former warehouse.
- Horizontal wood siding with light paint color.
- Double hung windows with wood trim.
- Gable roof.
- Gooseneck lighting fixtures.

### Building Specific Guidelines

- Avoid changes to character-defining features (e.g. paint color, siding) in future upgrades or renovation or rehabilitation projects.
- Avoid rooftop additions, and maintain existing height, to avoid alteration of the overall character of the structure and its contribution to the District.
- Repair wood and re-paint, when needed, to match existing.
- Retain double hung windows. Repair and repaint regularly.
- Avoid the use of paint on the true masonry surfaces.
- Awnings are not appropriate on this building as they would not have been used historically.



*Overall building, Murphy Avenue elevation; circled area is later addition to the building.*



*Overall building, Evelyn Avenue elevation.*



*Corner of building, with double hung windows.*

**Recommendations for Priority Improvements (as of 12/13/18)**

- Extend horizontal wood siding onto two-story 1993 addition, but consider a slight variation in siding width to differentiate old from new.
- Obtain Sign Permit for existing signage (no permit history found for signage).
- Add gooseneck lights for all building signage.

### Summary Information

- Year Built: 1935
- Contribution Type: Primary Contributor to District
- Parcel Number: 209-06-070
- Stories: 2
- 2018 Tenants: Murphy Street Smoke Shop, Residential Unit (second level)
- Architectural Style: Spanish Eclectic

### Past Alterations

- Most Recent Landmark Alteration Permit: 1982 (minor modifications to building).
- Other alterations noted in field: exterior piping / conduit / meters at front façade.

### Building Specific Character-Defining Features

- Two-story commercial building with lower level storefront.
- Smooth stucco finish with light paint color.
- Recessed store entry.
- Multi-colored ceramic tile base.
- Original angled glass and metal storefront windows with ribbon of wood transom windows above.
- Single panel, glazed, wood double entry doors with transom above.
- Rectangular opening, wood door, and transom window at entry to upper story space.
- Red tile roof with gutter and exposed rafter ends at parapet.
- Recessed balcony at upper story with decorative metal railing.
- Multi-lite, glazed, wood double doors at balcony.
- Multi-lite, industrial sash, steel windows at upper story.
- Retractable awning.
- Rear entry door and transom at lower level.
- Rear windows and upper story cut out balcony.
- Rear parapet similar to front with roofing tile



*Two-story commercial building with tiled storefront.*



*View from about 1980 of the building.*





***Above: Recessed store entry with original metal storefront windows, multi-colored tile base, and single-panel, glazed, wood double-entry doors with transom above.***



***Above: Entry to upper story. Note exposed conduit.***

***Below: Upper level balcony with railing and wood double doors and steel windows.***





### Building Specific Guidelines

- Limit changes to character-defining features in future upgrades or renovation or rehabilitation projects.
- Avoid roof top additions, as this would alter the overall character of the structure and its contribution to the District.
- Repair stucco, when needed, to match in texture and composition, spray stucco is not appropriate.
- Maintain light color of stucco.
- Retain recessed store entries in historic configuration.
- Retain storefront doors and over door transom windows.
- Do not apply paint or coating over original base tile. Match broken or missing tiles in size and color. Match grout in color and composition.
- Retain storefront windows and original configuration of window to tile base.
- Retain rectangular entry and wood door as access to upper story.
- Retain tile roof.
- Retain upper level balcony with railing and wood double doors.
- Clean and repair multi-paned steel windows at second floor. Maintain the paint coatings and repair glazing to match when needed.
- Avoid the use of paint on the true masonry surfaces such as ceramic tile or roofing tiles.

### Recommendations for Priority Improvements (as of 12/13/18)

- Conduit and meters should be minimized on the Murphy Avenue façade and priority given to relocating these (if possible).
- Remove unpermitted signage (State Farm) on the rear façade/gate of the building.
- Replace awning on front facade.



*Above: Rear elevation from parking lot*

*Below: Unpermitted State Farm sign on rear elevation*





### Summary Information

- Year Built: 1926, substantially rebuilt in 1960 after fire damage.
- Contribution Type: Secondary Contributor to District
- Parcel Number: 209-06-038
- Stories: 1
- 2018 Tenant: ROK Restaurant
- Architectural Style: Contemporary Commercial

*Signature*



*Above: The one-story elevation facing Murphy Avenue.*

### Past Alterations

- Most Recent Landmark Alteration Permit – 2007 (modifications to the outdoor seating area)
- Other alterations noted in field: None.

### Building Specific Features Compatible with the District

- Due to the substantial rebuild of the building, the original character-defining features for this building no longer exist. However, the building is generally compatible with the district as a one-story, stucco-clad, commercial building with storefront windows and tile base.
- Roofline, transom windows compatible with district

### Building Specific Guidelines

- Limit changes to the building specific features that are compatible to the District in future upgrades or minor renovation or rehabilitation projects.
- Future upgrades, renovations or rehabilitation projects should strive to make the building more compatible with the District.

### Recommendations for Priority Improvements (as of 12/13/18)

- Relocate rooftop exhaust pipe so that it is less visible from Murphy Avenue.
- Correct awning alignment/signage, does not appear to be level.



*Above: Side walk seating at front of building*



### Summary Information

- Year Built: 1925, rear addition in 1998.
- Contribution Type: Primary Contributor to District
- Parcel Number: 209-06-037
- Stories: 1
- 2018 Tenant: Paul & Harvey Bar
- Architectural Style: Eclectic – Streamline Modern storefront with red tile roof parapet

### Past Alterations

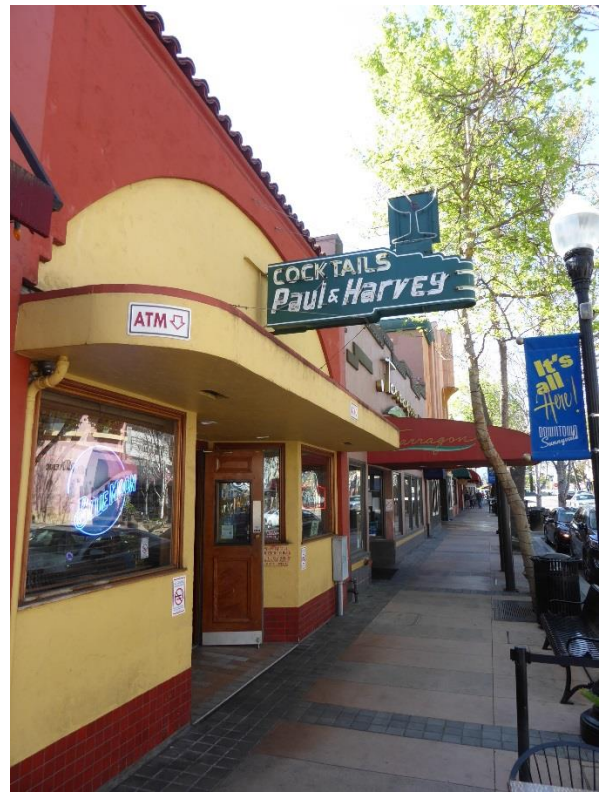
- Most Recent Landmark Alteration Permit – 2002 (new doors, new windows, color modifications).
- Other alterations noted in field: Rear addition, exposed conduit and electrical box; storefront windows; entry doors; tile at recessed entry and tile base; and neon blade sign.



*Above: One-story commercial building with Streamline Modern detailing at storefront*

### Building Specific Character-Defining Features

- One-story commercial building.
- Smooth stucco finish.
- Location, angle, size and configuration of recessed store entry.
- Location, size and shape of ceramic tile base.
- Red tile capping at parapet.
- Recessed arch in stucco above awning.
- Stucco clad awning with curved corners
- Projecting wall sign



*Above: Detail of stucco-clad fixed awning with curved corners and historic neon sign.*

### Building Specific Guidelines

- Avoid changes to character-defining features in future upgrades or renovation or rehabilitation projects.
- Avoid roof top additions, as this would alter the overall character of the structure and its contribution to the District.
- Repair stucco, when needed, to match in texture and composition, spray stucco is not appropriate.
- Retain location, angle, size and configuration of recessed store entry, not including the style of the existing doors.
- Avoid painting on true masonry surfaces such as terra cotta, ceramic tile or roofing tiles.
- Avoid application of paint or coating over base tile. Match broken or missing tiles in size and color. Match grout in color and composition.
- Retain tile capping at parapet.
- Retain recessed arch in stucco above awning. If stucco repair is required match decorative stucco features.
- Retain stucco clad awning with curved corners.

### Recommendations for Priority Improvements (as of 12/13/18)

- Conduit and meters should be minimized at Murphy Avenue façade and priority given to relocating these (if possible).
- Consider enlarging (restoring) size, shape and configuration of storefront windows. Uncover door windows.
- Paint electrical panel on Murphy Avenue façade to match building.
- Remove ATM signs on the awning (not allowed).
- Replace entry doors with a door type that is more compatible with the building and the District.



*Above: Electrical box and conduit that distract from the buildings architectural features.*



*Above: Current entry doors are not historic and could be replaced with doors that are more in keeping with commercial buildings of this era*



### Summary Information

- Year Built: 1990
- Contribution Type: Secondary Contributor to District
- Parcel Number: 209-06-081
- Stories: 2
- 2018 Tenants: Tarragon (restaurant use on both levels)
- Architectural Style: Contemporary



*Above: The Murphy Avenue façade is one-story with a second story set back from street.*

### Past Alterations

- Most Recent Landmark Alteration Permit – 2018 (awnings and signage for new tenant, Fuego).
- Other alterations noted in field: None.

### Building Specific Features Compatible with the District

- Due to its recent construction, character-defining features for this building are not warranted. However, the building is generally compatible with the district as a stucco-clad, commercial building with storefront windows and tile base.

### Building Specific Guidelines

- Future upgrades, renovations or rehabilitation projects should strive to make the building more compatible with the District.
- Retain the shape of the lower level front façade, as this was re-built to match the historic structure that was formerly on the site.

### Recommendations for Priority Improvements (as of 12/13/18)

- Future modifications to the building should strive to contribute more to the character of the overall District
- Remove the current awning and replace with one that is more compatible with the building and the District (e.g. an awning that spans across the front façade).
- Remove/reconfigure rear awning.
- Consider a change in color scheme by lightening the main paint color and using a darker color for the accents and trim.
- Consider removal of the tile from the second level roof to make the building more compatible with adjacent structures, and contribute better to the District.
- Ensure consistent building trim colors on front and rear facades.
- Replace marble base with a tile base that is more compatible with the District.



*Above: The rear façade has an awkwardly placed awning that should be reconfigured or removed.*



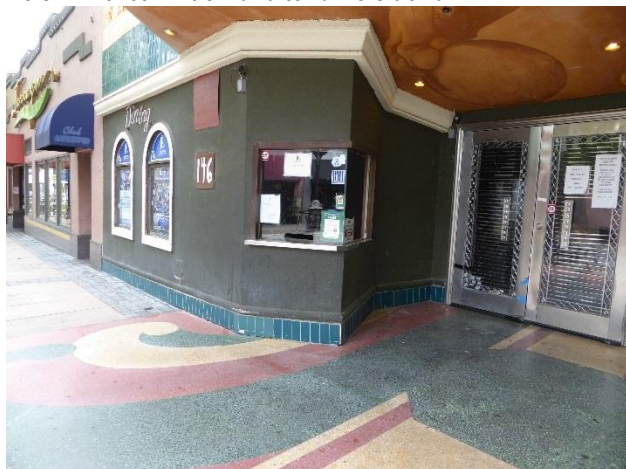
### Summary Information

- Year Built: 1927
- Contribution Type: Primary Contributor to District
- Parcel Number: 209-06-034
- Stories: 2
- 2018 Tenants: Pure Lounge
- Architectural Style: Art Deco / Moderne  
"restoration"



**Above: Two-story theater façade on Murphy Avenue.**

**Below: Ticket window and terrazzo sidewalk.**



### Past Alterations

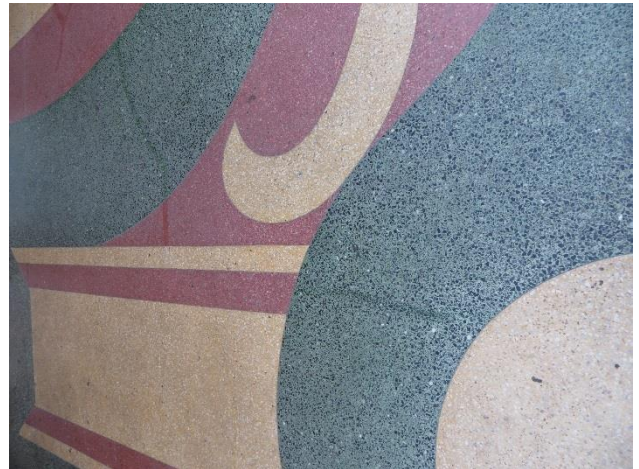
- This building has been significantly "restored." By the early 1980s the building had been extensively altered. It was remodeled in 1997 to more closely resemble, but not exactly reflect, the original design.
- Most Recent Landmark Alteration Permit – 1997 (exterior modifications, murals on front elevation).
- Other alterations noted in field:
  - A central box office was removed and a ticket window added; and neon signage.
  - Smaller arched side windows are covered.
  - Removal of belly band along top of building and ornate features at the roof line.
  - Removal of vertical signage.
  - "Pop-out" addition to the top center portion of the building; the wall plane appears flush in the historic photograph.



**Above: View of the theater from 1947.**



*Below: A view of the building circa 1980s.*



*Above: Detail of terrazzo flooring.*

### **Building Specific Character-Defining Features**

- Two-story theater.
- Recessed entry with elaborate terrazzo flooring pattern that extends into the sidewalk.
- Ceramic tile base.
- Four arched metal-framed, signage or display windows, two each on either side of the entry doors.
- Location and configuration of double entry doors (not style).
- Two large, multi-paned, arched, wood windows centered above entry.
- Stucco-clad awning with metal trim and neon lights.

*Below: Detail of multi-paned, arched, wood windows above entry*





### Building Specific Guidelines

- Avoid changes to character-defining features in future upgrades and renovation or rehabilitation projects. However, effort should be made to restore original features to this building even if that results in modifications to character-defining features
- Avoid rooftop additions, as this would alter the overall character of the structure and its contribution to the District.
- Repair stucco, when needed, to match in texture and composition, spray stucco is not appropriate.
- Retain entry in original configuration.
- Retain terrazzo flooring.
- Avoid application of paint or coating over ceramic tile. Match broken or missing tiles in size and color. Match grout in color and composition.
- Retain arched metal-framed display windows unless modifying to create actual window spaces.
- Retain location and configuration of double entry doors, but not the door style.
- Retain arched wood windows. Repair and repaint wood regularly.
- Restore original character-defining features described further in recommended priority improvements.
- Avoid painting on true masonry surfaces.
- Implement a new color scheme that would have a lighter, more muted, base with darker or varied trim or accent colors.

### Recommendations for Priority Improvements (as of 12/13/18)

- Restore original character-defining features (see historic photo) on front facade:
  - Smaller arched side windows;
  - Belly band;
  - Vertical sign;
  - Removal of “pop-out” addition to the top center portion of the building;
  - Recreate the ornate features/columns extending beyond the roofline; and
  - Restore the original windows above the awning.
- Replace entry doors (in same configuration) with a style that is more compatible with the building.
- Remove “lion” paintings/images from front façade (and underside of the marquee band).
- Restore windows at lower level front façade in locations of display windows.
- Expand tile base and replace with a tile color/style that is more compatible with the building/District.
- Repaint the entire building base the same color (all sides appear to be different colors) with priority given to the rear of the building where the paint line stops about three feet from roofline and is not a consistent color. Use color for trim or accent in limited locations.
- If not already existing, construct a trash enclosure for the dumpster. It is often left out, adjacent to the parking lot.





***Above: Mural at front façade.***

***Below: Rear façade showing various paint schemes and patching.***



***Above: Side façade showing paint colors.***

***Below: Side façade with storage and mechanical equipment.***





### Summary Information

- Year Built: 1920's
- Contribution Type: Primary Contributor to District
- Parcel Number: 209-06-079
- Stories: 1
- 2018 Tenants: Fibbar MaGee's, Isabella Boutique, Cleaners (rear façade)
- Architectural Style: Contemporary Commercial



**Above: Current configuration of this one-story commercial building with two storefronts.**

**Below: Historic view 1947.**



### Past Alterations

- Most Recent Landmark Alteration Permit – 1993 (heavy modifications to front façade, rear addition and new rear tenant space, for both tenant spaces).
- Other alterations noted in field: This building has been heavily modified and does not appear to retain original exterior elements.

### Building Specific Features Compatible with the District

- Although the building has been heavily modified and does not retain many original exterior elements, the following items are compatible with the district and should be retained:
  - Large windows;
  - Recessed store entries;
  - Clear transom windows;
  - Base tile (but not necessarily current color); and
  - Two separate storefronts.





*Above: North storefront.*



*Below: South storefront.*

### Building Specific Guidelines

- Avoid changes to the building specific features that are compatible to the District in any future upgrade or minor renovation or rehabilitation project
- Future upgrades, renovations or rehabilitation projects should strive to make the building more compatible with the District, by employing more appropriate tile at the base of the north storefront and choosing a lighter base paint for the south storefront.
- Repair stucco, when needed, to match in texture and composition, spray stucco is not appropriate.
- Maintain light color of stucco (left tenant space).
- Retain recessed store entries.
- Retain transom windows over door. Although current tile base color/style is not a feature compatible with the district, the tile base should not be painted over and broken or missing tiles should be matched (or changed overall to a compatible tile) in size and color. Grout should also be matched in color and composition.
- Avoid painting on true masonry surfaces.

### Recommendations for Priority Improvements (as of 12/13/18)

- Utilize sign area / panel on north tenant space.
- Install more appropriate tile base on north tenant space (Murphy Avenue and rear façades) with a color/style more compatible with the district.
- Future modifications to either Murphy Avenue tenant space should be harmonious with the original character of the district.



*Above: Rear elevation of the north storefront.*



*Above: Rear elevation of the south storefront.*



### Summary Information

- Year Built: 1956; modified in 1987
- Contribution Type: Secondary Contributor to District
- Parcel Number: 209-06-059
- Stories: 1
- 2018 Tenants: Juran's Salon, Evoke Beauty Salon, House of Kabobs
- Architectural Style: None



*Above: One-story commercial building with storefront*

### Past Alterations

- Most Recent Landmark Alteration Permit – 1987 (remodel of front and rear elevations, addition of stucco parapet and sidewall with decorative tile in conjunction with 168 S. Murphy).
- Other alterations noted in field: Awning and awning frame.

### Building Specific Features Compatible with the District

- This building represents Mid-Century infill onto Murphy Avenue and was then subsequently modified in the 1980s. The following building specific features are compatible with the character of the earlier commercial buildings represented in the District:
  - One-story commercial building with storefront.
  - Decorative base.
  - Wood-framed storefront windows.
  - Size, and shape of entry doors.



*Above: Brick base, wood storefront windows and location of entry doors.*

### Building Specific Guidelines

- Avoid changes to the building specific features that are compatible to the District in future upgrades or minor renovation or rehabilitation projects. Avoid rooftop additions, as this would alter the overall character of the structure and its contribution to the streetscape.
- Retain decorative base. Avoid application of paint or coating over brick. Match broken or missing bricks in size and color. Match grout in color and composition. Brick could be modified to a different base material.
- Retain size and shape of storefront entry doors.
- Retain wood-framed storefront windows and configuration of window to brick base. Repair and repaint wood regularly.

### Recommendations for Priority Improvements (as of 12/13/18)

- Strive to make the building more compatible with the character of the District with future modifications.
- Redesign façade and storefront doors to be consistent with the District (e.g. recessed entryway).
- Remove stucco parapet as it is not compatible with the building due to its height, material and use of triangular element. Replace with a parapet design that is more compatible with the District.
- Replace current awning with an awning that is more angular; curved awnings are not compatible with this type of storefront.
- Remove tile accents from wall.
- Remove and relocate air conditioning units from doorways along breezeway.
- Enhance and activate the breezeway through future modifications.



*Above: Overdoor AC unit in breezeway.*

*Below: Covered windows in breezeway.*







### Summary Information

- Year Built: 1957; modified in the 1980s
- Contribution Type: Secondary Contributor to District
- Parcel Number: 209-06-031
- Stories: 1
- 2018 Tenants: Roberto's Cantina
- Architectural Style: Mid-Century Modern Commercial



*Above: One-story commercial building with storefront facing Murphy Avenue.*

### Past Alterations

- Most Recent Landmark Alteration Permit – 2006 (awnings and paint color).
- Other alterations noted in field: 1987 front and rear façade modifications in conjunction with 160 S. Murphy (including stucco parapet), meter at front façade; awning and awning frame; metal entry door.

### Building Specific Features Compatible with the District

This building represents Mid-Century infill onto Murphy Avenue and was then subsequently modified in the 1980s. The following building specific features are compatible with the character of the earlier commercial buildings represented in the District:

- One-story commercial building with storefront.
- Base and side wall cladding of Roman brick at both front and rear of store; this is original material to 1957.
- Wood-framed storefront windows.
- Location and size of entry door with wood transom above (not including door style).

### Building Specific Guidelines

- Avoid changes to the building specific features that are compatible to the District in future upgrades or minor renovation or rehabilitation projects.
- Avoid rooftop additions, as this would alter the overall character of the structure and its contribution to the streetscape.
- Retain Roman brick base. Avoid application of paint or coating over Roman brick. Match broken or missing bricks in size and color. Match grout in color and composition.
- Retain over door transom window.
- Retain storefront windows and configuration of window to decorative base.

### Recommendations for Priority Improvements (as of 12/13/18)

- Future modifications to the building should strive to maintain the character of the District.
- The gabled stucco parapet should be removed; it is not compatible with the building due to its height, material, and use of off-centered pediment. May be replaced with a parapet design that is more compatible with the District.
- Replace awning with an awning that is more angular; a curved awning is not compatible with this type of building.
- Remove utility box from Murphy Avenue façade (if possible).

- Enhance and activate the breezeway with future modifications.
- Obtain a permit for the ATM in the walkway and related signage should be removed from Murphy Avenue façade.



*Above: Detail of Roman brick at rear façade of storefront.*



*Above: Detail of Roman brick at entry and side wall.*

*Below: Breezeway between storefronts.*





*Above: Detail of the Roman brick that carries through the breezeway.*



### Summary Information

- Year Built: 1965
- Contribution Type: Secondary Contributor to District
- Parcel Number: 209-06-030
- Stories: 1
- 2018 Tenants: Siam Taste Restaurant
- Architectural Style: Contemporary Mission Revival



*Above: One-story commercial storefront with scalloped parapet and curved awning.*

### Past Alterations

- Most Recent Landmark Alteration Permit – 1992 (signage)
- Other alterations noted in field: None.

### Building Specific Character-Defining Features

- This building represents Mid-Century infill onto Murphy Avenue. The following building specific features are compatible with the character of the earlier commercial buildings represented in the District:
  - One-story commercial building with storefront.
  - Tile base.
  - Large clear-glass storefront windows.

### Building Specific Guidelines

Avoid changes to the building specific features that are compatible to the District in future upgrades or minor renovation or rehabilitation projects.

### Recommendations for Priority Improvements (as of 12/13/18)

- Future modifications to the building should strive to contribute more to the character of the District.
- Replace faded awning.
- Restore transom window over doorway.
- Replace door with one that is more compatible with the District.
- Extend tile base across the entire front façade (except doorway).
- Minimize Conduit and meters on the Murphy Avenue façade and relocated (if possible).
- Per existing planning approval, remove existing rear structure and provide trash enclosure/storage that is consistent with the building and District.
- Remove potted trees on rear side of building, currently in plastic buckets from the nursery.



*Above: Detail showing meters and conduit applied to exterior of building.*



*Above: Rear façade of storefront.*



### Summary Information

- Year Built: 1923 (front portion of building), 1986 (rear portion of building)
- Contribution Type: Primary Contributor to District
- Parcel Number: 209-06-029
- Stories: 1
- 2018 Tenants: Gumba's Restaurant
- Architectural Style: Commercial "Western" Falsefront



*Above: One-story commercial storefront with "Western" style stepped parapet.*

### Past Alterations

- Most Recent Landmark Alteration Permit – 1992 (replace awnings and signs).
- Other alterations noted in field: Awning and awning frame; large rear addition, tile base is new but generally compatible in location, size and shape.

### Building Specific Character-Defining Features

- One-story commercial building with storefront.
- Smooth stucco finish with light paint color.
- Recessed store entry with hexagonal tile entry flooring.
- Metal-frame storefront windows.
- Location, size, and shape of ceramic tile base.
- Single panel glazed wood entry doors.
- Stepped parapet.



*Above: Detail of hexagonal tile entry flooring.*

*Below: Detail of ceramic tile base and metal-frame storefront window.*







*Above: Detail of entry doors.*

### Building Specific Guidelines

- Avoid changes to character-defining features in future upgrades or renovation or rehabilitation projects.
- Avoid rooftop additions, as this would alter the overall character of the structure and its contribution to the District.
- Repair stucco, when needed, to match in texture and composition, spray stucco is not appropriate.
- Maintain light color of stucco.
- Retain recessed store entry in historic configuration.
- Retain and repair single panel glazed wood entry doors, as needed.
- Avoid application of paint or coating over base tile. Match broken or missing tiles in size and color. Match grout in color and composition.
- Retain and repair metal-frame storefront windows and configuration of window to tile base, as needed.
- Retain stepped parapet.

### Recommendations for Priority Improvements (as of 12/13/18)

- Awning should be replaced as it is in poor condition.
- Modify the building base to better to contribute to the character of the building.



*Above: Rear elevation.*

### Summary Information

- Year Built: 1913
- Contribution Type: Primary Contributor to District
- Parcel Number: 209-06-028
- Stories: 2
- 2018 Tenants: Ozone Cryotherapy, Sketch Deck
- Architectural Style: Spanish Eclectic



*Above: Two-story commercial building with storefront*

*Below: Tile base and storefront windows*



### Past Alterations

- Most Recent Landmark Alteration Permit – 1984 (exterior modifications, tile, addition of new recessed entry door on Murphy Avenue façade to second level, creation of second level tenant space within existing building).
- Other alterations noted in field: exterior piping / conduit / meters at front façade; boxed parapet; vertical addition; tiled wall at north and south side of the front façade; wood posts at front façade.

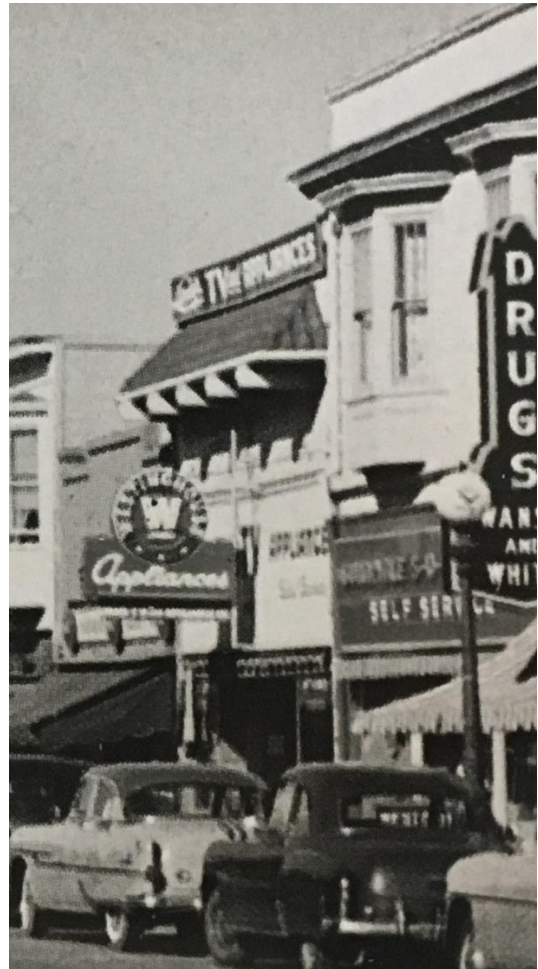


*Above: Side entry to upper level.*





*Above: View of the building in the early 1900s.*



*Above: View of building c. 1950s*

### Building Specific Character-Defining Features

- Two-story commercial building with storefront.
- Textured stucco finish emulating adobe construction with light paint color.
- Deeply recessed and angled store entry with metal-framed storefront windows.
- Location, size and shape of ceramic tile base (excluding portion that extends up walls of front façade).
- Large metal-framed clerestory window flanked with simple wood pilasters.
- Faux-eave with five oversized wood rafter-ends supporting a sloped red tile roof.

### Building Specific Guidelines

- Avoid changes to character-defining features in future upgrades or renovation or rehabilitation projects.
- Avoid roof top additions.
- Repair stucco, when needed, to match in texture and composition, spray stucco is not appropriate.
- Maintain light color of stucco.
- Retain first floor recessed store entry.
- Avoid application of paint or coating over original base tile. Match broken or missing tiles in size and color. Match grout in color and composition.
- Retain storefront windows on first and second level and configuration of window to tile base.
- Avoid painting on true masonry surfaces.
- Maintain the use of red accent colors as they complement the red tile at the eave.

### Recommendations for Priority Improvements (as of 12/13/18)

- Remove tile from side walls and extend wood pilasters to ground.
- Minimize Conduit and meters at the Murphy Avenue façade and relocate these elements (if possible).
- Update tile color/style to be more compatible with the building/District.
- Consider bringing the upper level door closer to the sidewalk, but still maintain some set back. The entry door is more recessed than necessary.
- Rear structures should either be removed or updated so that they more readily fit the character of the District.



*Above: Rear of storefront showing outbuildings and garbage dumpster.*

### Summary Information

- Year Built: 1905
- Contribution Type: Primary Contributor to District
- Parcel Number: 209-06-026 & 027
- Stories: 2
- 2018 Tenants: DishDash, Bean Scene, Tattoo, Chung Photo, McMullen Marketing, Salon
- Architectural Style: Edwardian



*Above: Murphy Avenue elevation*

*Below: W. Washington Avenue elevation*



### Past Alterations

- Most Recent Landmark Alteration Permit – 1999 (new awning, paint updates, Murphy façade updates).
- Other alterations noted in field: Awnings and awning frames. This building has been restored. The cornice and storefronts have been rebuilt.



*Above: Detail of typical restored storefront*

*Below: Detail of bay windows and exterior finish*







### **Building Specific Character-Defining Features**

- Two-story commercial building.
- Masonry exterior with smooth, and rough textured facing with light paint color.
- Decorative string course separating the first and second story.
- Profiled cornice (restored).
- Paired double-hung windows.
- Single panel glazed wood entry doors.
- Location, size and configuration of ceramic tile base.
- Location, size and configuration of storefront windows and recessed entries.
- Projecting bays at upper level.

### **Building Specific Guidelines**

- Avoid changes to character-defining features in future upgrades or renovation or rehabilitation projects.
- Avoid rooftop additions, as this would alter the overall character of the structure and its contribution to the District.
- Assess masonry regularly. Look for areas where the paint may have failed and masonry deterioration may be occurring. Repair masonry carefully, when needed, to match in texture and repaint.
- Maintain light color of exterior.
- Retain recessed store entries.
- Retain wood storefront doors. Repair and repaint wood regularly.
- Avoid application of paint or coating over base tile. Match broken or missing tiles in size and color. Match grout in color and composition.
- Retain storefront windows and configuration of window to tile base.
- Retain double hung windows. Maintain the paint coatings and repair glazing to match when needed.

### **Recommendations for Priority Improvements (as of 12/13/18)**

- Remove storage area next to salon on Murphy Avenue façade or incorporate it architecturally into the building, origin is unknown, but not original and no permits are found.
- Carry masonry exterior with smooth, and rough textured facing across entire building (modified around Salon tenant space).
- Minimize conduit and meters on the Murphy Avenue façade and relocate these elements (if possible).
- Remove the infill storage area at the corner where the second story overhangs the first creating a canted corner entry. This infill is not compatible with the historic character of the building and changes the corner entry. It is not of high quality material and is a highly visible, incompatible alteration.



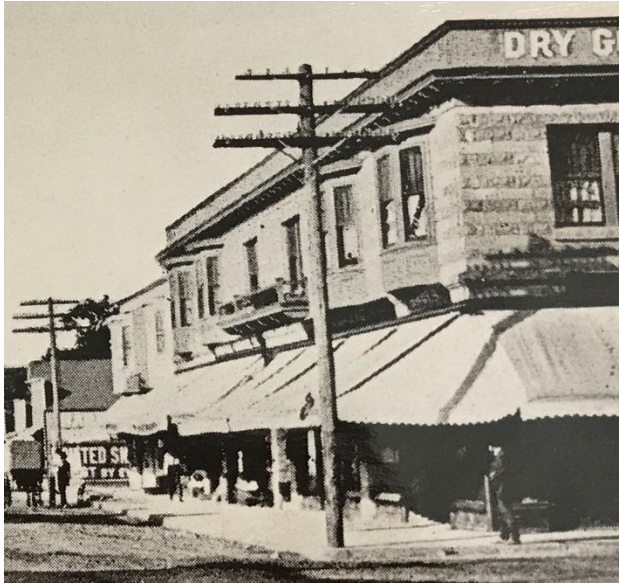


*Above: View showing corner alteration*

*Below: Detail showing corner alteration*



*Above: Detail showing corner alteration and incompatible materials and placement.*



*Above: View of the building from 1912*

*Below: View of the building c. 1950s*



*Above: View of Murphy Street façade from 1983.*

### Summary Information

- Year Built: 1956; modified in the 1980s.
- Contribution Type: Tertiary Contributor to District
- Parcel Number: 209-06-025
- Stories: 1
- 2018 Tenants: Salons, DishDash Kitchen Space, Universal Cuts, Goldfields' Jewelers
- Architectural Style: Commercial Mid-Century Modern



**Above: This is a one-story, Mid-Century Modern commercial building with continuous awning across several storefronts.**

### Past Alterations

- Most Recent Landmark Alteration Permit – 1987 (exterior modifications, new signage).
- Other alterations noted in field: Awning and awning frames; vinyl-frame storefront window at 141; Metal-frame storefront window and door at 149;

### Building Specific - Features Compatible with the District

This building represents Mid-Century infill onto Murphy Avenue. The following building specific features are compatible with the character of the earlier commercial buildings represented in the District:

- Recessed store entries with single panel glazed wood doors.
- Black ceramic tile base.
- Large storefront windows and doors with transoms above.



**Above: Detail of tile base at storefront.**



### Building Specific Guidelines

- This building was modified prior to the current Murphy Avenue Design Guidelines. Future modifications to the building should strive to contribute more to the character of the overall District.
- Avoid changes to the building specific features that are compatible to the district during future upgrades or minor renovation or rehabilitation projects.
- Avoid rooftop additions, as this would alter the overall character of the structure.
- Repair stucco, when needed, to match in texture and composition; spray stucco is not appropriate.
- Maintain light color of stucco.
- Retain recessed store entries.
- Retain style of storefront doors and over door transom windows.
- Avoid application of paint or coating over base tile. Match broken or missing tiles in size and color. Match grout in color and composition.
- Retain storefront windows (but may be enlarged) and configuration of window to tile base.
- Avoid painting on true masonry surfaces.



*Above: Recessed entry with single panel glazed wood doors into the storefronts.*

### Recommendations for Priority Improvements (as of 12/13/18)

- Eliminate air conditioning units placed in transoms above storefront doors and find other solutions to cooling interior spaces.
- Open up windows to DishDash catering kitchen as they are currently blocked.
- Removed outdated window signs that are not associated with current tenants.
- Paint sign band; the paint color around signage has been poorly matched and should be repainted using a consistent color across the sign band.
- Maintain paint coating on storefront doors.
- Remove unpermitted roof screen and replace with screening that is consistent with the building style and compatible with the District.



### Summary Information

- Year Built: 1985 (front portion) / c.1940 (west portion)
- Contribution Type: Tertiary Contributor to District
- Parcel Number: 209-06-072
- Stories: 1
- 2018 Tenants: Goodwill
- Architectural Style: Contemporary / Moderne



*Above: Overall building showing corner location; circle indicates 1940s element of the building.*

*Below: E. Washington elevation.*



### Past Alterations

- Most Recent Landmark Alteration Permit – 2013 (murals, painting).
- Other alterations noted in field: the angled front bay and flanking side bays of the building were built in 1985 to match the c.1940 building at the west; exterior piping / conduit / meters; storefront windows; spray stucco; and awnings and awning frames.



*Above: S. Sunnyvale elevation.*

*Below: 1940s portion of the building along East Washington.*



### Building Specific Character-Defining Features

For 1940s portion only:

- One-story commercial storefront.
- Location and configuration of ceramic tile base.
- Location, size and shape of storefront windows.
- Slightly recessed (probable former entry) area flanked with fluted wood flat columns.
- Wood windows with transom above (probable former entry doors on Washington facade).
- Large fluted flat columns with decorative stepped top.
- Parapet with alternating vertical, chevron-like decorative panels and alternating tile capping.

### Building Specific Guidelines

- Avoid changes to character-defining features in future upgrades or renovation or rehabilitation projects.

- Avoid rooftop additions, as this would alter the overall character of the structure.
- Retain wood fluted columns, wood windows and transom.
- Retain location, configuration and relationship between, tile and storefront windows.
- Avoid application of paint or coating over base tile. Match broken or missing tiles in size and color. Match grout in color and composition.
- Maintain similar color palate, light base and accent colors that are complimentary.
- Retain stepped parapet and fluted flat columns.
- Avoiding painting on true masonry surfaces.
- Maintain the existing murals.

#### **Recommendations for Priority Improvements (as of 12/13/18)**

- Landscape planters should be maintained or removed.
- Maintain planted area along S. Sunnyvale.
- Low wall along Washington Avenue is in need of repair.
- Update rear gate/fence with a style that is more compatible with the building and the District.
- Keep stored items within fenced area at rear of building.
- Exposed conduit and pipes should be minimized and priority given to relocating these (if possible).



***Above: Detail of recessed area, tile base, and fluted wood columns.***

***Below: Detail of planters.***







*Above: Rear of building and parking lot.*

*Below: Detail of gates.*



*Above: S. Sunnyvale elevation showing planting area between building and sidewalk.*

### Summary Information

- Year Built: 1976
- Contribution Type: Tertiary Contributor to District
- Parcel Number: 209-06-018
- Stories: 2
- 2018 Tenants: 1<sup>st</sup> Floor - Bamboo Garden, NK Trends, Bambu, Rokko; 2<sup>nd</sup> Floor - Office
- Architectural Style: Contemporary Commercial



*Above: The east end of the E. Washington elevation*

*Below: The west end of the E. Washington elevation*



### Past Alterations

- Last exterior alteration permit – 2011 (extensive façade modifications)
- Other alterations noted in field: no significant alterations since 2011.



*Above: The east end of the E. Washington elevation showing its relationship to the building at 127 E. Washington and the alley to the parking area behind.*

### Building Specific Features Compatible with the District

Although this building is not historic, it contributes to the streetscape through its scale, massing and placement along Washington Avenue. Specifically, the following building specific features are compatible with the character of the District:

- Stucco finish;
- Varying rooflines to break up the larger scale and massing of this building;
- One-story structure with several storefronts;
- Similar setback as the other older buildings along the street;
- Sign band above storefronts;
- Decorative base;
- Large storefront windows; and
- Pilasters to break up the façade.

### Building Specific Guidelines

- Limit changes to the building specific features that are compatible to the District in future upgrades or minor renovation or rehabilitation projects.
- Avoid roof top additions, as this would alter the overall character of the structure and its contribution to the District.
- Avoid painting on true masonry surfaces.

### Recommendations for Priority Improvements (as of 12/13/18)

- Conduit and meters should be minimized at Murphy Avenue façade and priority given to relocating these (if possible).
- Replace tinted windows at storefront with clear glass.



*Above: A detail of the tinted windows on Frances Street.*





### Summary Information

- Year Built: 1927; noted as the Edyth Hotel on the 1943 Sanborn Map.
- Contribution Type: Primary Contributor to District
- Parcel Number: 209-06-016
- Stories: 2; L-shaped footprint. Entries on both Murphy and Washington
- 2018 Tenants: The Oxford (Murphy) Lisa's Cuts and Poke Bowl (Washington); 2<sup>nd</sup> Floor Lucky Shot Billiards and Go Live Labs (Murphy), Piano Lessons and Office Space(s) (Washington)
- Architectural Style: Flat, False Front Commercial



*Above: Current view of the building.*

*Below: View from about 1980 looking south.*



### Past Alterations

- Last exterior alteration permit – 2013 (exterior modifications for Oxford restaurant)
- Other alterations noted in field: Alterations limited to storefront; upper façade fairly intact.



*Above: View from the 1980s of the projecting canopy at Murphy Avenue.*

*Below: The Washington Street elevation of the building.*



### Building Specific Character-Defining Features

- L-shaped footprint that has entries at both Murphy Avenue and along Washington Street, wrapping around the original Bank of Sunnyvale building.
- Two stories with a subtle, stepped parapet at the roofline of both street elevations.
- Upper story smooth stucco finish.
- Upper story, double-hung, windows and wood surrounds and sills.
- Storefronts at lower stories and entry to upper story offices at Washington Street side.

### Building Specific Guidelines

- Limit changes to character-defining features in any future upgrade, renovation or rehabilitation project.
- Limit roof top additions, as this would alter the overall character of the structure and its contribution to the District.
- Avoid, painting on true masonry surfaces such as marble base or roof materials. The original brick surface at the rear of this building has been painted and at this point the painted surface should be maintained. Removing paint from brick can damage the brick.
- The building would benefit from a consistent color scheme instead of different colors on the Murphy and Washington facades.

### Recommendations for Priority Improvements (as of 12/13/18)

- Conduit and meters should be minimized at Murphy Avenue façade and priority given to relocating these (if possible).
- Consider unifying the color scheme for the Washington and the Murphy elevations of the building, currently all three are different colors; this will convey that this is one building.
- Provide a different, accent paint color for the stepped parapet detail at the roofline at both elevations.
- Consider placing the awning so that there is space between the upper story window sills and the awning top at the Murphy Avenue elevation.

- Maintain paint coatings at the upper story window surrounds and sills.
- Remove propane tank storage from alleyway off Washington Avenue.
- Replace windows on one-story Washington tenant space to a style that is more compatible with the District/building. The current windows are too contemporary.
- Remove gateway structure at rear of building.



*Above: Rear façade of building from alley*





***Above: A view showing both the one-story component at the Washington Street side.***

***Below: The side elevation at the alley. Note the propane tank storage which is not recommended to continue.***



***Above: Gateway to rear entrance.***

### Summary Information

- Year Built: 1901, as Bank of Sunnyvale; extensively altered in the 1950s, and again in 1983.
- Contribution Type: Primary Contributor to District
- Parcel Number: 209-06-017
- Stories: 2
- 2018 Tenants: Vino Vino 1<sup>st</sup> Floor; Multiple Office Tenants 2<sup>nd</sup> Floor
- Architectural Style: Stripped Classicism



*Above: Historic image of the corner of Murphy and Washington showing the Bank of Sunnyvale.*

*Below: The rounded corner as it appears today.*



### Past Alterations

- Most Recent Landmark Alteration Permit – 2014 (exterior modifications associated with Vino Vino).
- Other alterations noted in field: none



*Above: The Washington Street elevation.*

*Below: The Murphy Avenue elevation.*



**Building Specific Character-Defining Features**

The building was significantly altered in the 1950s, so the following character-defining features reflect these later design changes:

- Two stories with a rounded corner;
- Corner entry;
- Smooth stucco finish;
- Second floor windows and awnings;
- Decorative banding differentiating stories;
- Decorative geometric figures below cornice band;
- Simple wood cornice;
- Light body paint color scheme with darker trim paint; and
- Tile base.

**Building Specific Guidelines**

- Limit changes to character-defining features in any future upgrade, renovation or rehabilitation project.
- Avoid roof top additions, as this would alter the overall character of the structure and its contribution to the District.
- Avoid painting on true masonry surfaces such as ceramic tile.
- The light color of the building coupled with a darker trim color make the character defining features of the building stand out in a positive way. Maintain color light base color with a darker accent color(s).

**Recommendations for Priority Improvements (as of 12/13/18)**

- Conduit and meters should be minimized at Murphy Avenue façade and priority given to relocating these (if possible).
- Consider modifying the current corner entry configuration to better reflect the historic arched opening.



### Summary Information

- Year Built: 1997
- Contribution Type: Secondary Contributor to District
- Parcel Number: 209-06-013
- Stories: 2
- 2018 Tenants: Lily Mac's Restaurant; 2<sup>nd</sup> Floor Office
- Architectural Style: Mission



*Above: The front façade showing second story addition set back from the first story scalloped parapet.*

*Below: The building around 1980.*



### Past Alterations

- Last exterior alteration permit
- Other alterations noted in field: Front facade was rebuilt similar to historic structure, new construction included a second story also.



*Above: The front storefront.*

*Below: Rear elevation of this building.*



### Building Specific Features Compatible with the District

This building was rebuilt in 1997 with its historic front façade duplicated; however, the following building specific features are compatible with the character of the District:

- Single, centered, recessed storefront entry;
- Smooth stucco finish;
- Storefront configuration with windows above a base;
- Stepped, low arched, Mission Revival-inspired parapet; and
- Transom windows above storefront.

### Building Specific Guidelines

- Limit changes to the building specific features that are compatible to the District in future upgrades or minor renovation or rehabilitation projects. Avoid roof top additions, as this would alter the overall character of the structure and its contribution to the District.

### Recommendations for Priority Improvements (as of 12/13/18)

- Conduit and meters should be minimized at Murphy Avenue façade and priority given to relocating these (if possible).
- Install smaller tile at the base; the tiles currently employed are over-scaled for this feature.
- Carry compatible colors over from the first floor to the second floor/mezzanine.
- Consider exterior lighting (e.g. gooseneck lamps) on the second floor front façade (around sign).
- Improve rear doors and surrounding wall.
- Remove graffiti from trash enclosure at rear of building.
- Refrain from using the second story deck as a storage area: storage should be contained within the building.



*Above: Rear doors require repair and improvement.*

*Below: Storage on second floor deck.*





### Summary Information

- Year Built: 1957; originally long, low, one story building, heavily modified in 2000 (false parapet added to existing flat roof).
- Contribution Type: Secondary Contributor to District
- Parcel Number: 209-06-013
- Stories: 1
- 2018 Tenants: Tao Tao Restaurant
- Architectural Style: None



*Above: Murphy Avenue elevation.*

*Below: Historic view of the building before significant alterations.*



### Past Alterations

- Last exterior alteration permit – 1999 (extensive remodeling of front and rear facades, false parapet added to existing flat roof)
- Other alterations noted in field: none.



*Above: Detail of overhang and roofline*

*Below: Detail of lanterns under canopy.*





*Above: Detail of pedimented false parapet.*

### Building Specific Character-Defining Features

- Due to its extensive façade renovations in the past character-defining features for this building are not warranted. The building is not currently compatible with the District. The pedimented roof does not reflect the overall commercial character of the District.

### Building Specific Guidelines

- Future upgrades, renovations or rehabilitation projects should strive to make the building more compatible with the historic character of the District. Future modifications should strive to modify the storefront level to a glazed appearance typical of small-scale commercial structures in the District.
- Avoid roof top additions, as this would alter the overall character of the structure and its contribution to the District.

### Recommendations for Priority Improvements (as of 12/13/18)

- Future modifications to the building should strive to contribute to the character of the overall District.
- Replace opaque storefront glazing with transparent glass.
- Replace glass awning on front façade with something more compatible with the District.
- Remove horizontal banding on front façade.
- Recess entry doors and replace door style.
- Replace stone base with something more compatible (e.g. ceramic tile).
- Trellis structure at rear should be removed.
- Series of doors at south end of rear facade are unsightly and it is not clear why they are required. Remove if possible.
- Trash enclosure should be replaced with one that meets current regulations and is consistent with the building architecture (e.g. trash enclosure roof).



*Above: Detail of the rear trellis.*





*Above: Rear elevation with multiple doors.*

*Below: Current trash enclosure.*



### Summary Information

- Year Built: 1924; extensively altered in early 1990s
- Contribution Type: Primary Contributor to District
- Parcel Number: 209-06-012
- Stories: 1
- 2018 Tenants: Ramen Seas Restaurant
- Architectural Style: Contemporary Mission Revival



*Above: The storefront in its present condition.*

*Below: A historic photograph of the building.*



### Past Alterations

- Last exterior alteration permit – 1991 (major exterior façade changes)
- Other alterations noted in field: When this building was renovated in the early 1990s, the roof line was retained, but the storefront was reconstructed.



*Above: The storefront glazing; note that this building does not have a tile base.*

### **Building Specific Features Compatible with the District**

This building was heavily reconstructed and has lost a lot of its original character. However, the following building specific features are compatible with the character of the District:

- Single, centered, recessed storefront entry;
- Smooth stucco finish;
- Storefront configuration with windows above a base; and
- Stepped, low arched, Mission Revival-inspired parapet.



***Above: Detail of the north side of the storefront.***



***Above: At the rear of this building there is area for an outdoor patio space; the trash enclosure needs to be improved.***

### **Building Specific Guidelines**

- Limit changes to the building specific features that are compatible to the District in future upgrades or minor renovation or rehabilitation projects.
- Avoid roof top additions, as this would alter the overall character of the structure and its contribution to the District.



**Recommendations for Priority Improvements (as of 12/13/18)**

- Conduit and meters should be minimized at Murphy Avenue façade and priority given to relocating these (if possible).
- Install tile or brick on the base of the Murphy facade to further contribute to the District character.
- Consider exterior lighting (e.g. gooseneck lamp) on indented band above storefront windows.
- Make improvements to front façade above storefront windows; area appears unfinished with visible nails and fasteners apparent.
- Modify the trash enclosure “roof” to make it more compatible with the building.
- Replace rear cabinet sign with a sign style that is compatible with the District; ensure current signage is property permitted.
- Opportunities exist for use of rear patio area to enhance the rear façade and engage uses at this side of the building.

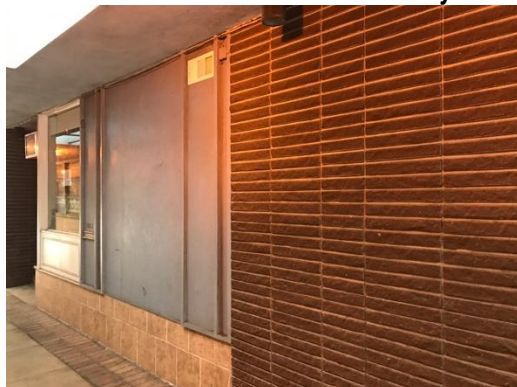
### Summary Information

- Year Built: 1956; modified 1990s.
- Contribution Type: Secondary Contributor to District
- Parcel Number: 209-06-011
- Stories: 1
- 2018 Tenants: Secret Closet, Realtor, Chocolatier, Shoe Repair (on parking lot/Francis façade)
- Architectural Style: Mid Century Strip Commercial



***Above: Front façade showing relationship to walkway to parking lot.***

***Below: Detail of Roman Brick in breezeway.***



### Past Alterations

Last exterior alteration permit – 1998 (new storefront glazing and modified base tile)

Other alterations noted in field: Originally, this building had a lower roofline; now there is a false parapet that forms a sign band.



***Above: Front façade before alterations.***



**Above: Front façade showing original roman brick at façade.**

**Below: Wall within the breezeway.**



### Building Specific Features Compatible with the District

This building represents Mid-Century infill onto Murphy Avenue and was then subsequently modified in the 1990s. The following building specific features are compatible with the character of the earlier commercial buildings represented in the District:

- Entry door location;
- Assists in forming the open air passage way to the rear parking area.
- Roman brick carried throughout building (including walkway).

### Building Specific Guidelines

- Limit changes to the building specific features that are compatible to the District in future upgrades or minor renovation or rehabilitation projects. Avoid roof top additions, as this would alter the overall character of the structure and its contribution to the District.
- Retain entry location and style along Murphy Avenue façade.
- Do not paint over Roman brick

### Recommendations for Priority Improvements (as of 12/13/18)

- Future modifications to the building should strive to contribute more to the character of the overall District.
- Conduit and meters should be minimized at Murphy Avenue façade and priority given to relocating these (if possible).
- Relocate air conditioning units from transom window at the primary entry and above doorways in the breezeway.
- Activate breezeway.
- Consider continuing the Roman brick through the breezeway and front façade.
- Modify base material to be compatible with the brick wall or more compatible with the District.
- Modify the Murphy Avenue building façade so that it does not continue across the walkway.
- Select a new color scheme; the current color is overly bright for the District and a creamier white would be more appropriate for this building. Use

darker or brighter colors to accent a lighter base color.

- Replace awnings on rear façade.



***Above: Breezeway windows to additional commercial spaces.***

***Below: Rear entry doors with air units above.***





### Summary Information

- Year Built: 1955
- Contribution Type: Secondary Contributor to District
- Parcel Number: 209-06-010
- Stories: 1
- 2018 Tenants: Chef Yu
- Architectural Style: None

### Past Alterations

Last exterior alteration permit – 1989 (significant exterior modifications to Mid Century Modern Commercial building)

Other alterations noted in field: none



*Above: Historic photograph showing original configuration of the front façade.*



*Above: The one-story front façade along Murphy Avenue.*

*Below: Detail of sign band across top of building.*







*Above: Detail of the north end of the front facade*

*Below: Detail of the building base.*



### **Building Specific Character-Defining Features**

- Due to its extensive façade renovations in the past character-defining features for this building are not warranted. The building is not currently compatible with the District. The roofline is simple and the storefront is too solid when compared to others in the District.

### **Building Specific Guidelines**

- Future upgrades, renovations or rehabilitation projects should strive to make the building more compatible with the historic character of the District. Future modifications should strive to modify the storefront level to a glazed appearance typical of small-scale commercial structures in the District.
- Avoid additional roof top additions, as this would alter the overall character of the structure and its contribution to the District.

### **Recommendations for Priority Improvements (as of 12/13/18)**

- Replace tile base so that is more compatible with tile in the District.
- Create more openings along the facades of the building, to create a more open, glazed storefront.
- Replace the entry door with one that is more compatible with the District.
- Remove tile from roof over the main entrance.
- Make modifications to the rear façade, consolidate multiple trash/equipment enclosures.
- Open up and repair windows that are covered in the breezeway and enhance the pedestrian experience in the breezeway.
- Replace roof awning in rear of building, or remove all together.



*Above: Looking through the passage to parking area.*

*Below: Detail of the building rear façade.*



*Above: Rear view showing trash area and adjacent parking.*

### Summary Information

- Year Built: 1955 (extensively remodeled in 1999 (floor area added to first and second floors))
- Contribution Type: Secondary Contributor to District
- Parcel Number: 209-06-009
- Stories: 2
- 2018 Tenants: River Rock Taproom 1<sup>st</sup> level; Seclere 2<sup>nd</sup> floor office space
- Architectural Style: Contemporary



*Above: The Murphy Avenue façade.*

*Below: The Murphy Avenue façade.*



### Past Alterations

- Last exterior alteration permit – 2015 (exterior paint, signage)
- Other alterations noted in field:
  - A two-story building is shown on this location in the 1943 Sanborn Map, but the building has been extensively altered and there is no remaining historic fabric.

### Building Specific Character-Defining Features

- Due to its recent façade renovation, character-defining features for this building are not warranted. The recent façade changes have resulted in a somewhat more compatible design within the District. However, the columns at the entry are not typical to the Murphy Avenue storefront architectural vocabulary.

### Building Specific Guidelines

- Future upgrades, renovations or rehabilitation projects should strive to further improve the compatibility with the District.
- Future modifications should strive to modify the storefront level to a glazed appearance typical of small-scale commercial structures in the District.
- Avoid additional roof top additions, as this would alter the overall character of the structure and its contribution to the District.

### Recommendations for Priority Improvements (as of 12/13/18)

- Future modifications to the building should strive to contribute more to the character of the overall district, especially removal of the out of character columns at the front façade.
- Modify the style of the second floor windows on front and rear elevation to be compatible with the District.
- Relocate or screen piping/mechanical equipment on Murphy Avenue façade.



### **Summary Information**

Year Built: 1948

Contribution Type: Secondary Contributor to District

Parcel Number: 209-06-008

Stories: One-story fronting Murphy; 2 stories in rear

2018 Tenants: Metro City Restaurant; office 2<sup>nd</sup> floor  
(at rear)

Architectural Style: Commercial Modern



*Above: The building looking west at Murphy Avenue façade.*

### **Past Alterations**

- Previous exterior alteration permit – 2<sup>nd</sup> floor added at rear 1987; 2016 (new signage and exterior modifications for restaurant)
- Other alterations noted in field: Building is substantially new as of 2016.



*Above: Detail of the Murphy Avenue façade.*

*Below: Detail of the sidewalk seating area and building entry.*



### Building Specific Character-Defining Features

This building has been substantially rebuilt but it continues to contribute to the overall character of the street:

- Simple parapet with flanking pilasters
- Smooth stucco finish
- Tile paving at front facade
- Glazed storefront
- Use of awning

### Building Specific Guidelines

- Limit changes to character-defining features in any future upgrade, renovation or rehabilitation project.
- Limit roof top additions, as this would alter the overall character of the structure and its contribution to the District.
- This building façade has been substantially remodeled, but is compatible with the other buildings in the District.

### Recommendations for Priority Improvements (as of 12/13/18)

- Conduit and meters should be minimized at Murphy Avenue façade and priority given to relocating these (if possible).
- Consider variation in the form of the parapet, similar to other buildings in the District.
- Replace trash enclosure door (missing one door) in rear of building.
- No materials should be stored at outside area in rear of building. Storage of items related to restaurant use should be located inside the tenant space or within an existing screened storage area.



*Above: Rear façade showing two stories.*

*Below: Rear area showing oil storage that should be enclosed.*





### Summary Information

- Year Built: 1986
- Contribution Type: Secondary Contributor to District
- Parcel Number: 209-06-007
- Stories: 2
- 2018 Tenants: Vacant
- Architectural Style: Mediterranean Influenced

### Past Alterations

Last exterior alteration permit – 2001 (painting and exterior modifications)

Other alterations noted in field: none



*Above: Detail of parapet and fixed and canvas awning.*



*Above: View of front facade looking west.*



*Below: Detail of entry and canvas awning.*

### Building Specific Features Compatible with the District

This building was constructed in 1986 and is not the strongest compliment to the District. It's solid front façade is not representative of typical storefront design. However, the following building specific features are compatible with the character of the District:

- Single, recessed storefront entry
- Smooth stucco finish
- Tile base

### Building Specific Guidelines

- This building does not currently contribute to the overall character of the District, major modifications to this building could result in a more compatible façade within the District.
- Avoid roof top additions, as this would alter the scale of the streetscape.

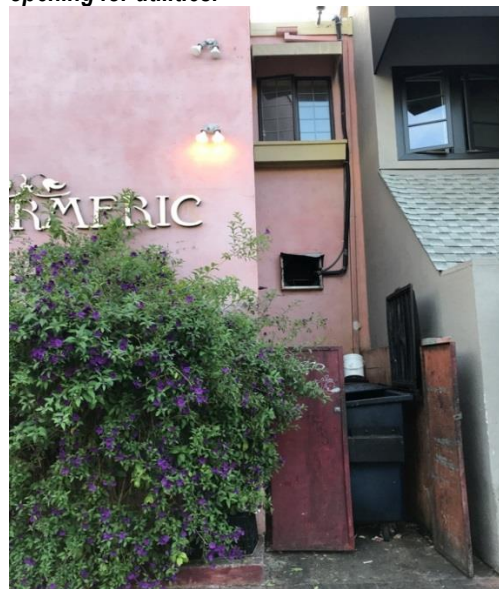
### Recommendations for Priority Improvements (as of 12/13/18)

- Future modifications to the building should strive to make the building more compatible with the character of the District.
- Conduit and meters should be minimized at the Murphy Avenue façade and priority given to relocating these (if possible).
- Replace front awning with one that spans across the building.
- Re-paint building with a lighter color base with darker color(s) for trim and accent.
- Open up the front façade with additional windows or openings.
- Replace second story windows with a window design that is more compatible with the District
- Replace rear awnings.
- Cover the large utility opening at rear façade.
- Re-paint rear trash enclosure to remove graffiti and replace the roof of the structure.
- Power wash pavement at rear of building (adjacent to trash enclosure) regularly to ensure the area remains clean.



*Above: View of rear façade looking east.*

*Below: Detail of rear showing trash enclosure and opening for utilities.*





### Summary Information

- Year Built: 1913, rear two-story addition in 1993, Pash Building, Sunshine Grocery
- Contribution Type: Primary Contributor to District
- Parcel Number: 209-06-006
- Stories: 2
- 2018 Tenants: K-Tea Restaurant; upper story office
- Architectural Style: False Front Commercial



*Above: 139 S Murphy c. early 1980s, building along Evelyn under construction.*

*Below: Historic photograph dating to before the building next door had been constructed.*



### Past Alterations

- Last exterior alteration permit – 1993 (first & second story additions in rear, exterior modifications for restaurant use).
- Other alterations noted in field: Substantially rebuilt in 1993, similar appearance to historic structure and some original features remain.



*Above: Front façade looking west.*

*Below: Detail of parapet.*





*Above: Front transom detail and conduit on façade.*

### Building Specific Character-Defining Features

- Single, centered, recessed storefront entry
- Squared storefront windows
- Smooth stucco finish
- Tile base
- Band of windows above storefront
- False parapet with brackets

### Building Specific Guidelines

- Limit changes to character-defining features in any future upgrade, renovation or rehabilitation project.
- Limit roof top additions, as this would alter the overall character of the structure and its contribution to the District.
- Avoid painting on true masonry surfaces.

### Recommendations for Priority Improvements (as of 12/13/18)

- Conduit and meters should be minimized at Murphy Avenue façade and priority given to relocating these, if possible.
- Retain tile base, but replace existing tiles with a tile/style that is more appropriate to the building design and District.
- Rear elevation is in good condition; however, future modifications should strive to make it more compatible with the District by employing fewer materials and providing consistent door openings.



*Above: Rear elevation with varying materials that do not provide a uniform or consistent appearance.*





### Summary Information

- Year Built: 1913; formerly Pastime Bar
- Contribution Type: Primary Contributor to District
- Parcel Number: 209-06-005
- Stories: 1
- 2018 Tenant: Murphy's Law
- Architectural Style: Contemporary Mission Revival

### Past Alterations

- Last exterior alteration permit – 1984 (exterior improvements, enlarged storefront windows, rear seating area)
- Other alterations noted in field: none



*Above: The storefront in its present condition.*

*Below: Detail of the signage at the arched parapet.*



*Above: A photograph of the building, with the Pastime sign, and a much less glazed storefront dating to about 1981. The scalloped parapet is a similar configuration today.*



### **Building Specific Character-Defining Features**

- Single, centered, angled, recessed storefront entry.
- Smooth stucco finish.
- Ceramic tile base.
- Storefront configuration with windows above tile base and tiled entry floor
- Arched, Mission Revival-inspired parapet.
- Use of an awning.
- Simple color scheme.



*Above: The angled, recessed entry to the building.*



*Above: Detail of tile base with utility line at front façade.*

### **Building Specific Guidelines**

- Limit changes to character-defining features in future upgrades, or renovation or rehabilitation projects.
- Limit roof top additions, as this would alter the overall character of the structure and its contribution to the District.
- Retain a glazed storefront.
- Avoid painting on ceramic tile base.
- Avoid elimination of rear seating area as it activates the back of the property and contributes positively to the District.

### **Recommendations for Priority Improvements (as of 12/13/18)**

- Conduit and meters should be minimized at Murphy Avenue façade and priority given to relocating these, if possible.
- Consider use of a smaller-scaled awning to enhance the storefront.
- Replace missing tiles from ceramic tile base.
- Consider re-painting in a lighter, creamier color, with dark accents.
- Maintain the tile base along Murphy Avenue, but consider use of different colored tiles to better enhance the building character.

### Summary Information

- Year Built: 1939, Seijo Bakery
- Contribution Type: Primary Contributor to District
- Parcel Number: 209-06-003
- Stories: 2 (center storefront only – sides have mezzanine)
- 2018 Tenants: Leigh's Favorite Books, Bookausaurus, Bella Roma Italian Ice Cream / Gelato, Taverna Bistro, second floor office space, Sunnyvale Family Chiropractic (rear tenant space)
- Architectural Style: Moderne, with Art Deco Influences



*Above: Overall building front along S. Murphy Ave.*

*Below: North storefront*



### Past Alterations

- Last exterior alteration permit – 1994 (awning modification).
- Other alterations noted in field: exterior piping / conduit / meters at front façade; and
- Awnings and awning frames (not original and inconsistent).



*Above: Middle storefront with second story windows.*

*Below: South storefront*







*Above: An historic photograph showing the tile work below the window boxes.*

*Below: The building just after construction, note no red tile coping at roof line.*



*Above: A photograph of the building dating to about 1981, showing the addition of the red tile coping at parapet.*

### **Building Specific Character-Defining Features**

- Three-part, symmetrical commercial storefront with a center two-story portion and flanking one-story elements.
- Smooth stucco finish with light paint color.
- Individual recessed store entries.
- Black ceramic tile base.
- Original storefront windows and doors with transoms above.
- Arched opening, wood door, and transom window at entry to upper story space.
- Stepped parapet with alternating vertical, chevron-like decorative panels in stucco.
- Recessed signage bands in stucco above storefronts.
- Pyramidal capped pilasters at each sectional end and framing middle storefront.
- Multi-paned, industrial sash, steel windows and projecting sills at upper story.



*Above: Detail of recessed entry and tile work.*

*Below: Detail of upper story window and decorative stucco at roofline.*



*Above: Arched entry to upper story office space.*

### **Building Specific Guidelines**

- Limit changes to character-defining features in future upgrades or renovation or rehabilitation projects.
- Limit roof top additions, as this would alter the overall character of the structure and its contribution to the District.
- Repair stucco, when needed, to match in texture and composition, spray stucco is not appropriate.
- Maintain light color of stucco. If re-painted, consider accent colors or materials appropriate with the Art Deco style (e.g. muted pastel or metals).
- Retain recessed store entries in historic configuration.
- Retain storefront doors and over door transom windows. Eliminate air conditioning units above storefront doors and find other solutions to cooling interior spaces.
- Do not apply paint or coating over original base tile. Match broken or missing tiles in size and color. Match grout in color and composition.
- Retain storefront windows and original configuration of window to tile base.
- Retain arched entry and wood door as access to upper story offices.
- Retain stepped parapet and signage panels. If stucco repair is required match decorative stucco features.
- Inspect and repair pyramidal capped pilasters that help frame the storefronts.
- Clean and repair multi-paned steel windows at second floor. Maintain the paint coatings and repair glazing to match when needed.
- Avoid painting on true masonry surfaces.



**Above: Piping and conduit that distracts from the buildings architectural features.**

**Below: This storefront has a window air conditioning unit in the transom above the door.**





**Recommendations for Priority Improvements (as of 12/13/18)**

- Wall signage should be centered in stucco panel sign band.
- Conduit and meters should be minimized at Murphy Avenue façade and priority given to relocating these (if possible).
- Consider introducing awnings that are uniform in style, shape, size and materials at the three storefronts, colors may vary (if desirable).
- Remove tile roofing and restore to original configuration (see historic photos).
- Remove “Italian ice cream” signage at awning; replace with lettering on the awning, existing awning signage does not positively contribute to streetscape or building style.
- Remove cabinet signage at building rear; replace with signage that compliments the building style.
- Remove or replace directory sign board at rear, it is in need of significant repair.
- Replace the air duct at rear with a smaller duct and paint the new duct to match the existing building color, or relocate to an area that is out of the public view.
- Modify rear stairwell railing to a style that contributes to the character of the building.

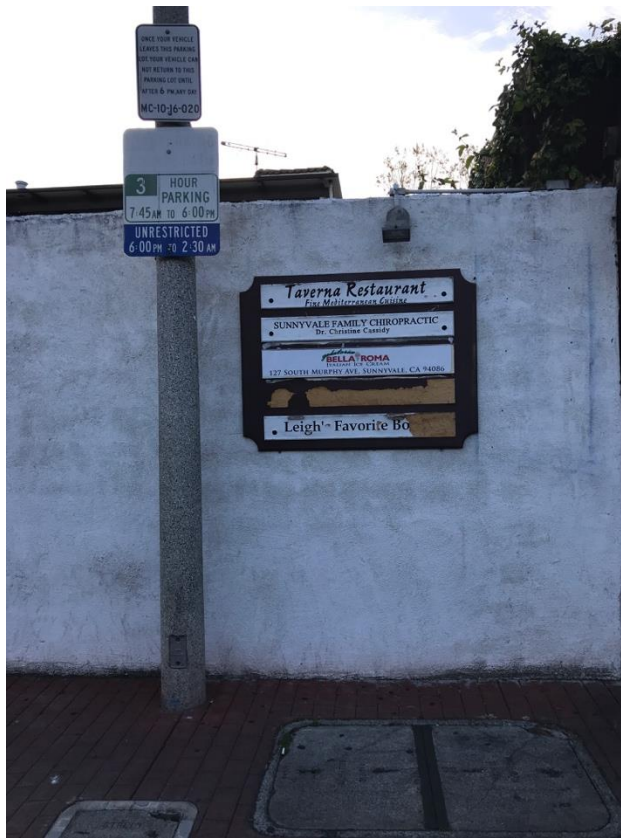


***Above: The awnings on each storefront are different colors, sizes and materials. Uniformity of the awnings in shape, size and material could be considered.***

***Below: These planters distract from the historic tile at the base of the storefront.***



***Above: The light color stucco makes the colored details like the black tile, awnings, and red tile capping stand out.***



***Above: The rear wall and rear façade of this building would benefit from repairs, signage improvements and fresh paint.***



***Above: The rear wing and garage are in need of repair, paint and on-going maintenance.***

***Below: The large, unsightly air ducts and venting at the building rear requires redesign.***





### Summary Information

- Year Built: 1920s; one- and two-story elements
- Contribution Type: Primary Contributor to District
- Parcel Number: 209-06-077
- Stories: 1 and 2
- 2018 Tenants: Vacant
- Architectural Style: Mediterranean Revival

### Past Alterations

- Last exterior alteration permit: 1991 (enclosure of 2nd story rear deck, addition of false front parapet on one-story element of building)
- Other alterations noted in field: None



*Above: View of the two-part façade, one and two story elements.*

*Below: Detail of the northern one-story element of the building.*



*Above: An historic image of the building showing the one-story building adjacent.*

*Below: A view of the building around 1980-85; note the one-story portion had a flat roof at that time.*



### **Building Specific Character-Defining Features**

- One and two-story elements.
- Smooth stucco finish with light-colored base paint.
- Upper story windows with fixed awnings.
- Stepped parapet with wood trim.
- Decorative vent centered above the middle window and below the stepped parapet.
- Recessed storefront entry at S. Murphy Ave.
- Dark-colored tile base along S. Murphy.
- Transom windows at S. Murphy elevation.



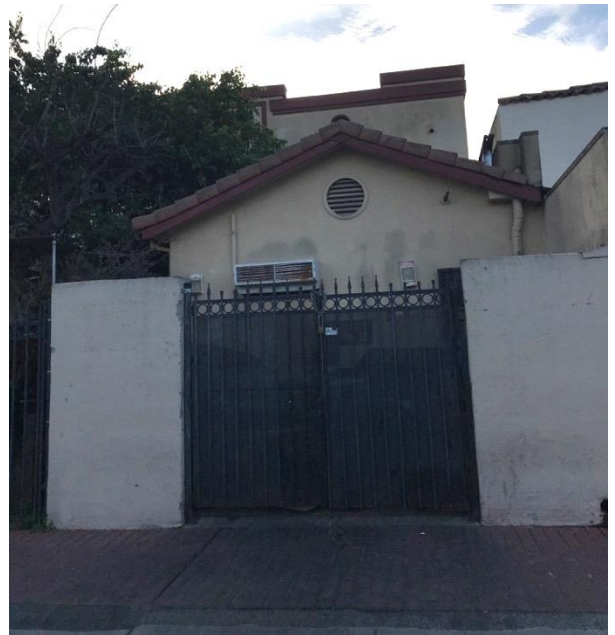
*Above: Detail of windows, awning and decorative vent.*

### **Building Specific Guidelines**

- Limit changes to character-defining features in future upgrades or renovation or rehabilitation projects.
- Limit roof top additions, as this would alter the overall character of the structure and its contribution to the District.
- Maintain the light color of the building body and use darker accent colors for trim and tile.
- Avoid painting on true masonry surfaces such as ceramic tile or roofing tiles.
- Avoid elimination of rear seating area as it activates the back of the property and contributes positively to the District.

### **Recommendations for Priority Improvements (as of 12/13/18)**

- Conduit and meters should be minimized at Murphy Avenue façade and priority given to relocating these (if possible).
- Replace arched window on the one-story component with a rectangular window and shaped, louvered vent above to match windows at two-story portion of building.



*Above: A view of the rear elevation showing the metal gate and lack of design details or interest to engage the pedestrian at this side of the building.*



### Summary Information

- Year Built: c. 1897, as Cornell's Country Emporium
- Contribution Type: Primary Contributor to District
- Parcel Number: 209-06-022
- Stories: 2
- 2018 Tenants: Thai Basil, 2<sup>nd</sup> level office located in two-story Murphy Avenue Building (extending to Evelyn Avenue); one-story tenant spaces on Evelyn Avenue include two vacant storefront spaces (formerly a packing warehouse and storefront, have been vacant since 1990's)
- Architectural Style: Mission Revival



*Above: View of corner building looking southwest showing the two-story and one-story elements.*

*Below: The W. Evelyn elevation of the building looking south and showing the two additions to the site.*



### Past Alterations

Last exterior alteration permit – 2007 (exterior modifications: paint, new awnings, tile on Murphy Avenue Building).

Other alterations noted in field: 1950s photograph shows building had been altered from its early appearance; building front has been restored to Mission Revival appearance.



*Above: The building at 101 – 105 S. Murphy circa 1950s; note that the earlier Mission Revival roofline was altered.*

*Below: An early view of this structure circa 1910 looking south down Murphy Avenue.*







*Above: View of this corner building looking west.*

### **Building Specific Character-Defining Features**

#### *Two-Story Murphy Avenue-facing element*

- Two stories in height.
- Smooth stucco finish with light paint color.
- Mission Style scalloped parapet, with bracketed cornice below.
- Gable roof behind front parapet.
- Deck above one story element at corner of S. Murphy and W. Evelyn.
- Recessed storefront entries.
- Tile base along S. Murphy that wraps the corner to W. Evelyn.
- Transom windows on S. Murphy elevation.
- Varying roof lines along W. Evelyn.
- Second story, centered tripartite window with wood trim.

#### *One-Story Tenant Spaces Along Evelyn Avenue*

- Mission Style scalloped parapets.
- Varying roof lines along W. Evelyn.
- Tile base on one of the storefronts on W. Evelyn that matches base on Murphy Avenue building.
- Clear storefront windows with transom windows above along Evelyn Avenue.
- Recessed entry on storefront along Evelyn Avenue.



*Above: The building at the north (side) elevation.*

#### *Below: Detail of the corner entry and tile.*





**Above: Detail of the scalloped parapet at the Murphy Avenue elevation.**

### **Building Specific Guidelines**

#### *Two-Story Murphy Avenue-Facing Element*

- Limit changes to character-defining features in future upgrades, renovation or rehabilitation projects.
- Limit roof top additions, as this would alter the overall character of the structure and its contribution to the District.
- Repair stucco, when needed, to match in texture and composition, spray stucco is not appropriate.
- Maintain light color of stucco.
- Maintain Mission Revival scalloped parapet.
- Retain tile base; actual tiles can be replaced if desired or needed, small tiles are most appropriate.
- Maintain paint coatings on upper story windows.
- Avoid painting on true masonry surfaces such as ceramic tile or roofing tiles.

#### *One-Story Tenant Spaces along Evelyn Avenue*

- Limit changes to character-defining features in future upgrades or renovation or rehabilitation projects.
- Provide improved maintenance to restore character.
- Maintain the roofline of the rear additions
- Maintain Mission Revival scalloped parapet.
- Avoid painting on true masonry surfaces such as ceramic tile or roofing tiles.

- Limit roof top additions, as this would alter the overall character of the structure and its contribution to the District.
- Repair stucco, when needed, to match in texture and composition, spray stucco is not appropriate.
- Maintain light color of stucco.
- Retain tile base; actual tiles can be replaced if desired or needed, small tiles are most appropriate.

### **Recommendations for Priority Improvements (as of 12/13/18)**

#### *Two-story Murphy Avenue Building (extending to Evelyn Avenue)*

- Conduit and meters should be minimized at Murphy Avenue façade and priority given to relocating these (if possible).
- A different color scheme could be implemented in the future. The base color of the building body should remain light cream in character. However, the blue tile and maroon colored awnings should be updated to colors that better reflect the Mission Revival style.
- Restore use of a tile base along the entire length of the Evelyn Avenue façade.
- Restoration and maintenance is needed on the Evelyn Avenue façade.
- Restore the second story dual windows on the S. Murphy Ave facade (see historic photo).
- Replace awnings with a style that is compatible with the building architecture.
- Open up windows along Evelyn Avenue façade (currently boarded up)
- Replace door to second level on Murphy Avenue with a door that is more compatible with the building architecture.
- Restore transom windows to transparent glazing on the Murphy elevation, and fix broken windows.
- Remove glazed window features from entryway.
- If major renovations occur, consider restoring the siding and making major changes to the Evelyn Avenue façade to enhance the style of the building.



*One-Story Tenant Spaces on Evelyn Avenue*

- The rear structures on the lot require maintenance. The windows and doors on these structures appear to be in poor condition and should be restored, along with other architectural features.
- Consider extending the tile base from the two-story Murphy Avenue building along Evelyn Avenue into the one-story warehouse building to connect it with the storefront on Evelyn Avenue. A different tile color/style could be used.



*Above: Detail of utility boxes mounted at elevation.*



*Above: View of required repairs to stucco, windows and doors at the Evelyn Avenue façade.*

*Below: Evelyn Avenue showing missing tile and need for transom window restoration.*





*Above: The door that accesses the second story.*

*Below: The rear elevation near the parking area.*



## **Design Guidelines for New Construction**

Although most buildings in the Murphy Heritage Station Landmark District (referred to as “District”) are not candidates for redevelopment, there are a few sites with the opportunity for new construction or major façade alterations. The existing buildings within the District modestly express stylistic diversity, so while any new construction should harmonize with the existing blockfaces, creativity and contemporary stylistic expression are encouraged.

The character of the District stems in part from the representation of architectural styles popular from 1900-1950. The varying styles are generally compatible with each other because of their adherence to basic parameters such as complementary height, bulk and set back, fenestration patterning, and types of rooflines and materials. Some buildings have characteristics that may be considered intrusions within the District because they detract from the general character of the street. Buildings which have a strong horizontality created by low ceilings and flat roofs without parapets disturb the general character of verticality expressed by the high ceilings and false parapet fronts of most of the buildings.

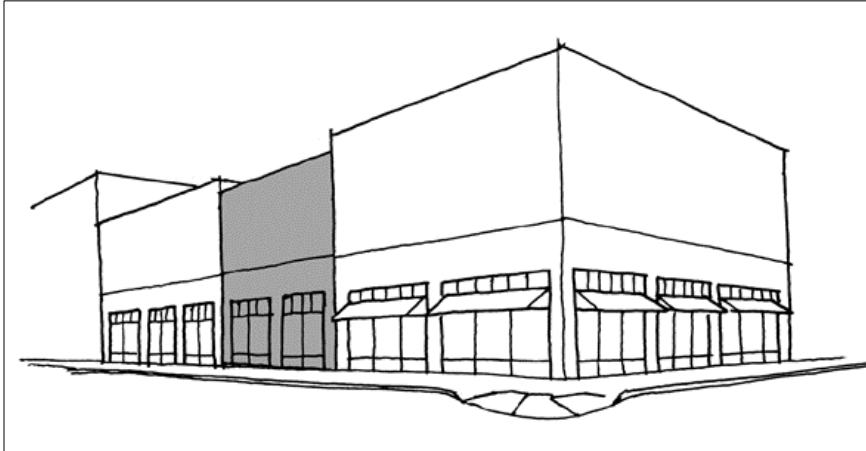
Any new construction within the District should blend harmoniously with existing older buildings. New construction should not dominate or stand out in strong contrast with the blockfaces. The small-scale, “Main Street” character of the District is perhaps the area’s most expressive and resourceful quality. The coherent, intimate fabric of the District is dramatized by the contiguous redevelopment of properties within the Downtown Specific Plan. Large-scale additions to the District would compromise the area’s unique character, the quality which is the District’s most important asset for continued use, vitality, and success.

However, new buildings should not mimic the existing structures or copy earlier styles. The District’s character could be more effectively enhanced by innovative contemporary design solutions based on the identifiable design features of existing buildings.

### **Height and Bulk**

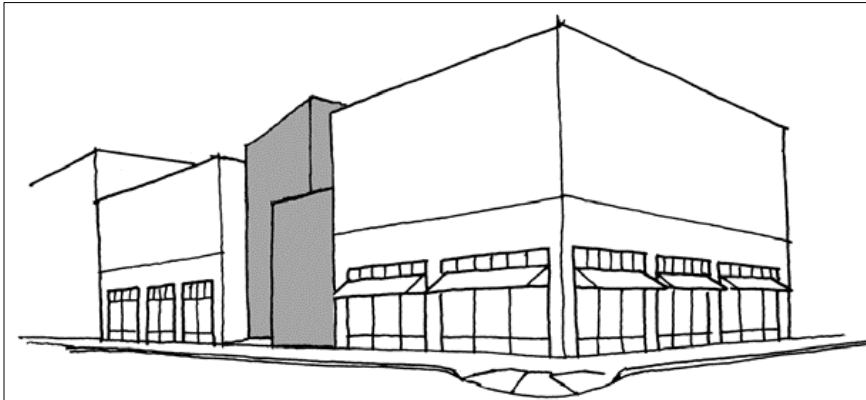
- New buildings and additions should:
  - Generally, be 16 feet minimum and 25 feet maximum in height along Murphy Avenue (one-two story). Heights up to 36 feet, may be considered if the second story is set back from the Murphy Avenue frontage.
  - Respect the existing one and two-story buildings that exist within the District.
  - Continue to reinforce and call attention to the “entryways” and should be designed to provide visual variety along the street.
  - Provide a strong entry along Murphy Avenue to continue the invitation into each building along the street.
  - Respect adjacent building height.
  - Respect first floor heights of adjacent buildings.
- New two-story buildings, or second story additions, should have articulated fenestration and detailing, to provide a sense of scale, rhythm and proportion which is harmonious with the smaller buildings.





***Above: The shaded building is new infill, note the placement, scale, height, bulk and rhythm is in keeping with the two adjacent buildings.***

***Below: The new building deviates from the street wall and plane with an uneven setback and differing bulk to the neighbors.***





### **Building Segments**

New buildings that are wider than 25 feet should be designed such that the width of the building is broken into segments not exceeding 25 feet wide each.

Another aspect of a building's height and bulk is the width or length of the structure. The existing buildings along Murphy Avenue are vertical and rectilinear in orientation and form. Ground level or storefront areas are accentuated by standing taller and appearing more distinctive than the upper floor or parapet. The definition between ground level and the second story is clearly marked with an architectural element, usually a band. Generally, the storefront areas are 10 feet high and most do not exceed 25 feet in width. Usually the building width is defined by structural piers that are expressed on the façade.

The rhythm of doors, windows and structural piers creates visual variety, contributing to Murphy Avenue's human scale. New buildings should continue the rhythm of articulated facades through the location and shape of openings, structural elements and decorative features.

### **Continuous Street Wall**

- New buildings and additions shall maintain the "solid" wall of facades along the Murphy Avenue elevation and should not be set back at the ground level.

### **Stylistic Details**

- New buildings and additions should:
  - Continue to employ distinct articulations of windows, doors and floor line locations.
  - Include elements which are consistent with the scale and design of the existing buildings and architectural types.
  - Create rooflines that maintain the existing sense of rhythm (e.g. flat roofs, false parapets or horizontal elements stepped up at the building center).
  - Create rooflines with materials compatible to the existing structures (e.g. red tile).
  - Include a distinctive, well-defined roofline that achieves harmony and compatibility with adjacent structures.



*This new building wedged between two much older structures could have done a better job of aligning with the roof heights along the street. While the building meets the street wall, had the roofline been more compatible, it would blend more with the adjacent structures even employing a modern aesthetic.*

## **Materials**

- Existing materials appropriate for new buildings and additions:
  - Stucco;
  - Wood Siding;
  - Red roofing tile;
  - Vitrolite, or pigmented glass;
  - Terra cotta;
  - Brick masonry;
  - Metals; or
  - Common building materials used in the early 1900's.
- Materials to avoid within the District:
  - Highly reflective materials (e.g. mirrored or heavily tinted or spandrel glass);
  - Untreated aluminum window sashes;
  - Rustic shingle siding;
  - Imitation lava rock, imitation brick or highly textured stucco;
  - Foam-based materials;
  - Engineered stone; or
  - Materials not commonly used between 1900 and 1950.

New buildings could achieve true and appropriate distinction by incorporating materials in a manner compatible to those commonly used during the early 1900's. The successful mixture of glass block, vitrolite, stainless steel, etc. is determined by a sensitivity to the unique character inherent in these materials. For instance, vitrolite should not be used in combination with brick, nor should it be integrated into a building with a Spanish style red-tiled parapet, or used as a complement to a carved wooden sign. Instead, it could be used with glass block, integrated into a "1950's modern" sleek style and could complement signage composed of chrome letters or neon script.

Additionally, red brick or wood could be used as new building materials, relating to nearby industrial buildings as well as contributing to the Murphy Avenue streetscape with the following considerations:

- Break up the façade mass with openings, awnings, signage and/or window boxes.
- These materials are best suited on a relatively small building rather than on a large new structure or major addition to the District.
- Evaluation of how the design blends these newer materials together with other materials more common to the District.



***Above: This storefront is clearly modern but by employing a solid base, clear glass, well-placed and designed awnings and a blade sign at the corner, it will blend well with its historic neighbors.***



***Above: This storefront was intact at the upper level but had been badly remodeled at the lower portion of the storefront. Recently, it was remodeled again with large panes of glass, a recessed entry with nicely designed gate, and a simple, but solid base. It blends well with the other historic storefronts on the street.***

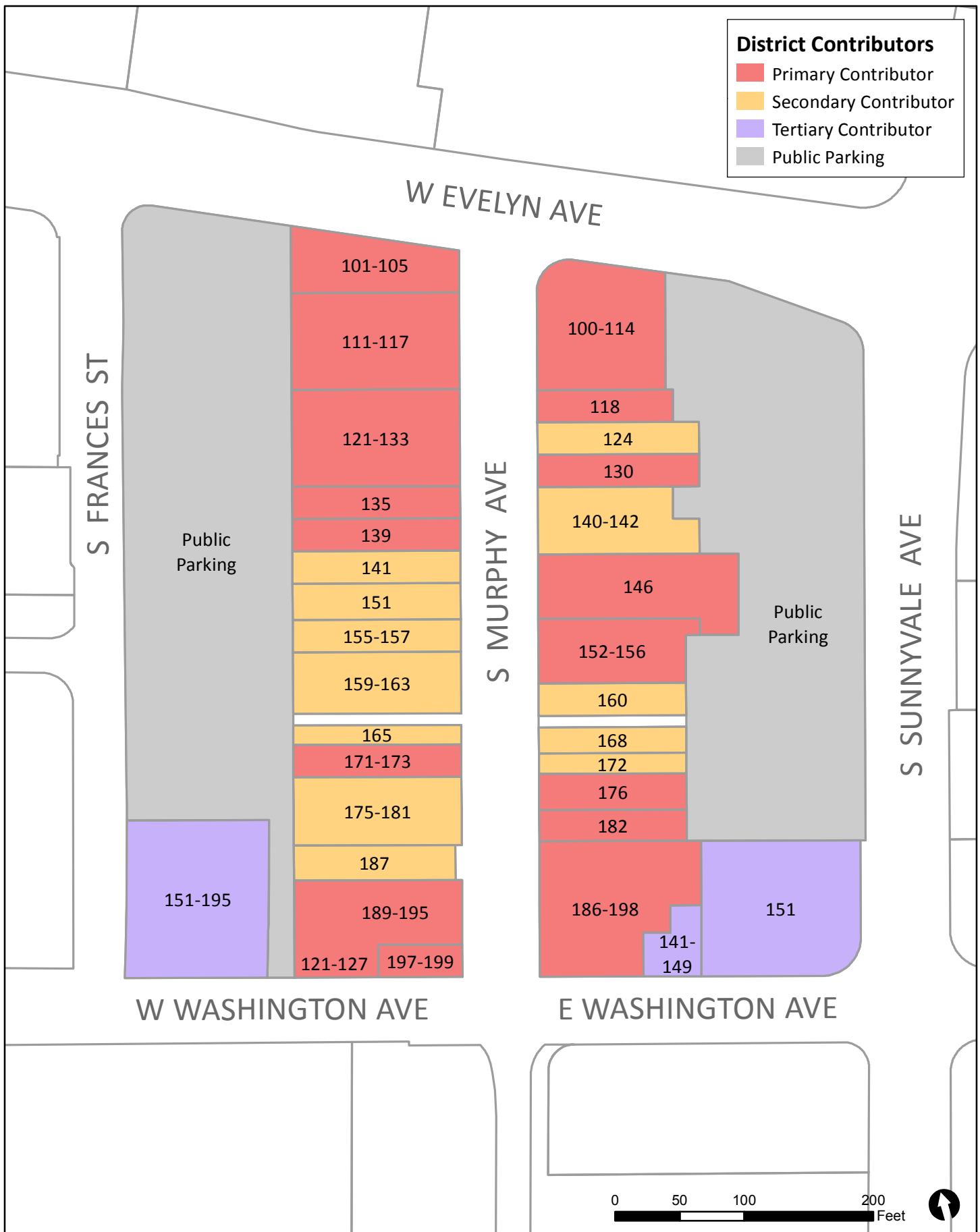
## **Rear Areas**

New buildings and additions should:

- Recognize opportunities presented by the rear areas and semi-public spaces, such as easy to see entrances, and seating areas.
- Use materials and architectural elements consistent with the front façade of the building.
- Include (a secondary) rear access point to the building from the parking areas.
- Encourage outdoor uses (e.g. outdoor dining) in the rear of the building.
- Install (or enhance) landscaping at building rear.
- Hide trash enclosures from view via sealed enclosures.
- Coordinate signs and/or awnings with those on the front façade.
- Incorporate second story elements (e.g. outdoor decks, upper story windows, etc.) when feasible.



# MURPHY STATION HERITAGE LANDMARK DISTRICT



## Attachment 5



**Attachment to RTC #: 19-0594**

**Document Title:** 1994 Murphy Avenue Design Guidelines

**Link:** <https://sunnyvale.ca.gov/civicax/filebank/blobdload.aspx?BlobID=23808>

hearing, which would typically be within 30 days. A majority vote would then be required to add the idea to a running list of proposed study issues. In October, HPC will review this list and vote on the ones they would like to sponsor. Staff will then prepare a Study Issue Paper for each of the sponsored study issues. In January, HPC will rank their sponsored study issues for City Council consideration. She advised the Commission to submit their forms as soon as possible, but by August at the latest if the Commission would like to see the official Study Issue Paper before ranking.

More detailed information regarding the study issue process can be viewed online: <https://sunnyvale.ca.gov/government/council/study/default.htm>.

### **ORAL COMMUNICATIONS**

None

### **CONSENT CALENDAR**

- 2.A.     [19-0629](#)     Approve the Draft Heritage Preservation Commission Meeting Minutes of February 6, 2019

Vice Chair Larsen continued this item to the July 10, 2019 meeting due to the lack of quorum.

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

3.       [19-0446](#)     Updates to the Design Guidelines for the Murphy Station Heritage Landmark District: Forward a Recommendation to the City Council to 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)

Vice Chair Larsen continued this item to the July 10, 2019 meeting due to the lack of quorum.

4.       [19-0630](#)     **Discussion on Study Issue CDD 16-14:**  
Exploring Options for Establishment of a Plaque Program for Heritage Resources - Discussion.

Kelly Cha presented study issue CDD 16-14. Staff and Commissioners discussed the options and process for the Plaque Program.

5.       [19-0628](#)     **Review Planning Program Budget and Fees for FY 2019/20**

Senior Planner Noren Caliva-Lepe presented Recommended FY 2019-20 budget;

meeting due to the lack of attendance from the Commisisoners who were present at that meeting.

**PUBLIC HEARINGS/GENERAL BUSINESS**

**2. Selection of Chair and Vice Chair**

Commissioner Michitaka nominated Vice Chair Larsen to serve as the Chair and she accepted.

Vote carried as follows:

Commisisoner Michitaka nominated Commissioner Holthaus to serve as the Vice Chair and she accepted.

Vote carried as follows:

**3. CONTINUED FROM JUNE 5, 2019: Updates to the Design Guidelines for the Murphy Station Heritage Landmark District: Forward a Recommendation to the City Council to 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)**

Principal Planner Amber Blizinski presented the Updating the Design Guidelines for the Murphy Station Heritage Landmark District.

Commissioner Michitaka clarified with staff that the intent of the guidelines is to guide future development and modifications, and not as an enforcement tool to require immediate changes. Vice Chair Larsen complimented staff on the document and all of the hard work that went into it.

**MOTION:**

Commissioner Hopkins and Vice Chair Holthaus seconded to move staff's recommendation for Alternative 1: Forward a Recommendation to the City Council to Adopt a Resolution (Attachment 3 to the report) Updating the Design Guidelines for the Murphy Station Heritage Landmark District, and Find that the Action is Exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15308 and Section 15061(b)(3).

Motion Carried as follows:

**STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES**

Commissioner Hopkins asked to clarify the timeline for the Plaque Program and Ms. Caliva-Lepe clarified that staff will bring the policy report to the Commission later this year. Ms. Caliva-Lepe noted that an implementation plan would be developed after approval of the program.

**NON-AGENDA ITEMS & COMMENTS**

None.

**-Commissioner Comments**

The Commission presented a thank you card to Ms. Caliva-Lepe for her service as the staff liaison to the Commission.

**INFORMATION ONLY REPORTS/ITEMS**

None.

**ADJOURNMENT**

Chair Larsen adjourned the meeting at 7:28 p.m.





# City of Sunnyvale

## Agenda Item

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19-0713

Agenda Date: 7/30/2019

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### REPORT TO COUNCIL

#### SUBJECT

Approve a Memorandum of Understanding between the City of Sunnyvale and the Sunnyvale Employees' Association/IFPTE Local 21; and Adopt Resolutions Amending the City's Salary Resolution and the Schedule of Pay to Increase Salaries for: 1) Pay Plan Category B (Employees Represented by the Sunnyvale Employees' Association/IFPTE Local 21), 2) Pay Plan Category G (Unrepresented Classified Confidential Employees), and 3) Pay Plan Category L (Part-Time Employees Represented by the Service Employee International Union Local 521)

#### BACKGROUND

A Tentative Agreement has been reached between the City of Sunnyvale (City) and the Sunnyvale Employees' Association/International Federation of Professional and Technical Engineers, Local 21 (SEA/IFPTE Local 21) on a successor Memorandum of Understanding (MOU). SEA/IFPTE Local 21 represents non-management miscellaneous full-time employees. This report recommends approval of the MOU, which if approved by the City Council, will be in effect from July 1, 2019 through June 30, 2022.

The MOU between the City and SEA/IFPTE Local 21 expired on June 30, 2019. Representatives for the City and SEA/IFPTE Local 21 began the meet and confer process in March 2019 and met 15 times to reach an agreement. A Tentative Agreement was reached on July 9, 2019, and the City was notified on July 18, 2019 that the SEA/IFPTE Local 21 membership ratified the Tentative Agreement.

Pursuant to the existing provisions of the Salary Resolution Section 1.000, Unrepresented Classified Confidential (pay plan category G) employees receive the same treatment as pay plan category B (SEA/IFPTE Local 21) employees, except for benefits associated with FLSA exempt designation (as defined in Sections 3.910, 4.000, 4.100, and 4.300) and special assignment work (as defined in Section 5.015). Unrepresented Classified Confidential (pay plan category G) employees are not organized and do not negotiate for any changes to their wages, hours, and/or other terms and conditions of employment. The action outlined in this Report to Council provides for the same salary and benefits changes (including aligning special assignment work) recommended for category B employees to be implemented for category G employees.

Service Employee International Union Local 521 (SEIU) represents classified regular part-time employees. Sections 19.4.f and 19.4.g of the SEIU 2017 - 2021 MOU provide that:

*"If the Sunnyvale Employees Association (SEA) enters into a Memorandum of Understanding with the City that includes salary adjustments that are different than those in this Memorandum of Understanding, the salary adjustment in the Memorandum of Understanding with this unit shall be adjusted to be the same percentage across the board salary adjustments as SEA through the term of the Memorandum of Understanding. This 'me-too' is specific to salary adjustments and one-time lump sum payments alone, is in effect for the MOU ending June 2021 only, and*

*sunsets/expires at the end of this MOU.”*

The action outlined in this Report to Council provides for the same salary adjustments and one-time off-salary-schedule pay in July 2019 and July 2020 recommended for category B employees to be implemented for category L employees.

### **EXISTING POLICY**

Council Policy 7.3.1 Legislative Management - Goals and Policies, Goal 7.3D: Maintain a quality work force, Consistent with state and federal laws, City Charter, and adopted policies in order to assure that City services are provided in an effective, efficient, and high quality manner.

### **ENVIRONMENTAL REVIEW**

The action being considered does not constitute a “project” with the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(b)(4) in that 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 significant provisions of the new SEA/IFPTE Local 21 MOU are as follows:

#### **Term**

July 1, 2019 to June 30, 2022.

#### **Salary**

- Effective July 28, 2019: 4.0% across the board increase.
- Effective July 12, 2020: 3.0% across the board increase, and 1.5% of annual base salary as off-salary-schedule pay (not reportable compensation to CalPERS).
- Effective July 11, 2021: 3.0% across the board increase, and 1.5% of annual base salary as off-salary-schedule pay (not reportable compensation to CalPERS).

#### **Special Assignment**

New temporary pay adjustment of 5% for employees given a specific temporary special assignment clearly beyond the scope of their regular job description.

#### **Bilingual Pay**

Bilingual pay will be increased from \$27.69 to \$50 per pay period.

#### **Hazardous Duty Pay**

Employees who do not occupy one of the classifications listed in the MOU Section 16.7 cannot be assigned to perform hazardous duty.

#### **Certification Pay**

10 classifications will be added to be eligible for certification pay if possessing one of the certifications listed in the MOU Section 16.8.

#### **Standby Duty Pay**

Standby duty pay will be increased from 0.7 hour to 1 hour of compensation at the overtime rate for

each shift, and increased from 2 hours to 3 hours of compensation at the overtime rate on completion of 14 consecutive shifts.

**Call-Out Duty**

A new minimum of 30 minutes of compensation at the applicable overtime rate for employees who are on standby, and are contacted by telephone between 11:00 p.m. and 4:00 a.m., but do not return to work.

**Class A and B Driver's License Compensation**

Class A and B Driver's License compensation will be increased from \$75 to \$100 per month.

**Supplemental Life and AD&D Insurance**

Effective the plan year beginning January 2020, the City cafeteria contribution will no longer pay for the supplemental life and AD&D insurance premium. Such premium will be paid by employees.

**Paid Time Off (PTO)**

The City Manager may authorize a higher accrual rate for newly hired employees.

**Bereavement Leave**

Great-grandparent, great-grandchild, and an individual that the employee or spouse have legal guardianship over will be added as eligible for relationship for bereavement leave.

**Tuition Reimbursement**

The maximum reimbursement amount allowed for books will be removed. Employees are eligible for tuition reimbursement as provided in the City's Administrative Policy.

**Jackets - Water Pollution Control**

City provided insulated wind breaker-type jacket will be increased from one to two for Operators and Maintenance Mechanics at the Water Pollution Control Plant.

**Reporting of Special Compensation - Uniforms**

The maximum uniform reportable amount will be capped at \$550 per fiscal year.

**Unrepresented Classified Confidential (category G) and SEIU (category L) Employees**

Based on the Salary Resolution Section 1.000, it is recommended that the same salary and benefits changes (including salary increases, off-salary-schedule pay in July 2020 and July 2021, and special assignment pay) recommended for category B employees to be implemented for category G employees.

Based on terms and conditions in the SEIU MOU, and the City Council approved the SEIU MOU, it is recommended that the same salary adjustments and one-time off-salary-schedule pay in July 2019 and July 2020 recommended for category B employees to be implemented for category L employees to remain compliant with the agreement.

**FISCAL IMPACT**

The FY 2019/20 Budget includes increases to the budget for personnel related costs including salaries and benefits. The budget did not fully account for the impact of this Successor MOU. The

twenty-year impact of the one-time off salary schedule pay is approximately \$1.6 million. The net increase of the non-salary ongoing benefits is about \$211,000 per year totaling approximately \$6.9 million over twenty years for the whole package.

About 58% of this cost is borne by the General Fund with the remainder captured in the city's various other funds where operations are budgeted, primarily in the City's enterprise funds. The fiscal impact of the agreement can be absorbed in the current year and incorporated into the FY 2020/21 Recommended Budget. The impact on the General Fund Budget Stabilization Fund is a decrease from \$64.5 million to \$59.1 million in the twentieth year.

### **PUBLIC CONTACT**

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

### **ALTERNATIVES**

1. Authorize the City Manager to Execute the Memorandum of Understanding between the City of Sunnyvale and the Sunnyvale Employees' Association/IFPTE Local 21; and Adopt Resolutions Amending the City's Salary Resolution and the Schedule of Pay to Increase Salaries for: 1) Pay Plan Category B (Employees Represented by the Sunnyvale Employees' Association/IFPTE Local 21), 2) Pay Plan Category G (Unrepresented Classified Confidential Employees), and 3) Pay Plan Category L (Part-Time Employees Represented by the Service Employee International Union Local 521).
2. Do Not Authorize the City Manager to Execute the Memorandum of Understanding between the City of Sunnyvale and the Sunnyvale Employees' Association/IFPTE Local 21, and do not adopt the related resolutions.

### **STAFF RECOMMENDATION**

Alternative 1: Authorize the City Manager to Execute the Memorandum of Understanding between the City of Sunnyvale and the Sunnyvale Employees' Association/IFPTE Local 21; and Adopt Resolutions Amending the City's Salary Resolution and the Schedule of Pay to Increase Salaries for: 1) Pay Plan Category B (Employees Represented by the Sunnyvale Employees' Association/IFPTE Local 21), 2) Pay Plan Category G (Unrepresented Classified Confidential Employees), and 3) Pay Plan Category L (Part-Time Employees Represented by the Service Employee International Union Local 521).

Prepared by: Vienne Choi, Principal Human Resources  
Reviewed by: Tina Murphy, Director, Human Resources  
Reviewed by: Teri Silva, Assistant City Manager  
Approved by: Kent Steffens, City Manager

### **ATTACHMENTS**

1. Memorandum of Understanding between the City of Sunnyvale and the Sunnyvale Employees' Association/IFPTE Local 21, 2019-2022 - redlined version
2. Memorandum of Understanding between the City of Sunnyvale and the Sunnyvale Employees' Association/IFPTE Local 21, 2019-2022 - finalized version

3. Resolution Amending the City's Salary Resolution and the Schedule of Pay to Increase Salaries for Pay Plan Category B (Employees Represented by the Sunnyvale Employees' Association/IFPTE Local 21)
4. Resolution Amending the City's Salary Resolution and the Schedule of Pay to Increase Salaries for Pay Plan Category G (Unrepresented Classified Confidential Employees)
5. Resolution Amending the City's Salary Resolution and the Schedule of Pay to Increase Salaries for Plan Category L (Part-Time Employees Represented by the Service Employee International Union Local 521)



**CITY OF SUNNYVALE**

**AND**

**SUNNYVALE EMPLOYEES' ASSOCIATION /IFPTE LOCAL 21**

**MEMORANDUM OF UNDERSTANDING**

**JULY 1, 2015-2019 TO JUNE 30, 20192022**



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## Article 1 PREAMBLE

This Memorandum of Understanding (MOU) is between the City of Sunnyvale and the duly authorized representatives of the Sunnyvale Employees' Association/IFPTE Local 21 (SEA/IFPTE Local 21). Its purpose is to promote harmonious relations between the City, the Association, and employees by setting forth the understanding of the parties reached as a result of meeting and conferring in good faith regarding the wages, hours, and certain other terms and conditions of employment of employees in the classifications comprising this Bargaining Unit (Unit).

## Article 2 RECOGNITION

The Sunnyvale Employees' Association/IFPTE Local 21 (~~Association~~Union) is hereby acknowledged as the exclusively recognized employee organization for those employees in the classifications listed in Exhibit A as it currently reads or as modified by agreement of the parties during the term of the MOU.

If the City develops a new classification, it shall make an initial determination as to the bargaining unit and job family placement of that classification.

The City shall notify the ~~Association~~Union of the development of a new classification and the City's initial bargaining unit placement and job family placement, and, upon written request from the ~~Association~~Union within ten (10) work days from the City's notice, shall consult with the ~~Association~~Union concerning the placement of the new classification(s).

## Article 3 RATIFICATION

It is agreed that the provisions of this MOU are of no force or effect until ratified by the ~~Association~~Union and duly adopted by the City Council of the City of Sunnyvale.

## Article 4 TERM

The term of this Agreement shall be from July 1, ~~2015~~2019, through and including June 30, ~~2019~~21222022, and will thereafter continue in effect until the parties reach agreement on a successor Agreement or the City Council takes action to modify the wages, hours and terms and conditions of employment provided hereunder.

## Article 5 CITY RIGHTS

Except as modified by this MOU, the rights of the City as contained in the City Charter, Constitution and Laws of the State of California include, but are not limited to, the right to



determine the services, activities and functions of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action for just cause; layoff its employees because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which governmental operations are to be conducted; take all necessary actions to carry out its service, activities and functions in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

## Article 6 FULL UNDERSTANDING, MODIFICATIONS, AND WAIVERS

This Agreement sets forth the full and entire agreement of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements, including any prior memoranda of understanding, over the matters set forth within, whether formal or informal, are hereby superseded or terminated in their entirety.

It is agreed and understood that, except as set forth herein, each party hereto voluntarily and unqualifiedly waives its right to negotiate, and agrees that the other party shall not be required to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of representation, during the term of this Agreement.

No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed by all parties hereto, and if required, approved by the City and ratified by the membership of the ~~Association~~Union.

The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

## Article 7 SEVERABILITY

In the event any provision of this MOU is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the MOU shall remain in full force and effect.

If a provision is declared invalid or unenforceable as provided above, at the written request of either party submitted to the other within ten (10) work days of such action by the court, the parties shall meet promptly to negotiate the impact of such declaration by the court.

## Article 8      ORDINANCES, CODES, AND RESOLUTIONS

Any written City ordinances, codes, or resolutions currently in effect that cover subjects within the scope of representation shall not be changed during the term of this Agreement without first giving the ~~Association~~Union the opportunity to meet and confer concerning such changes, except as otherwise provided by this Agreement.

Such meeting and conferring shall be up to and including mediation.

## Article 9      SCOPE OF NEGOTIATIONS

The scope of representation shall include all matters relating to employment conditions, and employer-employee relations including but not limited to wages, hours, and other terms and conditions of employment, as provided by the Meyers-Milias-Brown Act and as may be amended.

## Article 10     AUTHORIZED AGENTS

For purposes of administering the terms and provisions of this Agreement:

City's principal authorized representative shall be the City's Director of Human Resources or his/her duly authorized representative (address: 505 West Olive Avenue, Suite 200, Sunnyvale, CA 94086; telephone (408) 730-7490) except where a particular management representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.

The ~~Association~~Union's principal authorized agent shall be the President of the Sunnyvale Employees' Association/IFPTE Local 21 or his/her duly authorized representative. The ~~Association~~Union's official mailing address is P.O. Box 70700, Sunnyvale, CA 94086.

## Article 11     GOVERNMENTAL MANDATES

If the Federal Government or the State of California or any voter-driven initiative imposes any labor requirements or mandates any changes in employee compensation (wages or benefits) or employer mandated costs associated with employee compensation applicable to SEA/IFPTE Local 21 represented employees, the ~~Association~~Union and the City shall meet and confer over the impacts of the legal requirement or mandated change. The parties understand that the City will have to timely comply with any changes in the law independent of their negotiations over the impacts of those legal changes. However, the City will endeavor to meet and confer with the ~~Association~~Union prior to the implementation of such changes, and in any event, as promptly as possible.

## Article 12 EQUAL EMPLOYMENT OPPORTUNITY POLICY

The Sunnyvale Employees' Association /IFPTE Local 21 supports in full the City's Equal Employment Opportunity Policy.

## Article 13 AMERICANS WITH DISABILITIES ACT (ADA)

The parties recognize that the City may be required to make certain accommodations to carry out its obligations under the Americans with Disabilities Act (ADA). Some of these accommodations may require actions which are contrary to the language or intent of existing provisions of this Agreement. The parties agree that such accommodation shall not constitute a "past practice" or waiver by either party to its right to fully enforce such provisions in the future with regard to persons not subject to the protections of the ADA. Recognizing that circumstances surrounding ADA compliance in individual cases necessarily involve matters which are personal and require the utmost confidentiality, specifics of an individual case shall not be divulged by the City. This Article shall not be grievable or arbitrable.

## Article 14 RENEGOTIATIONS

In the event either party hereto desires to negotiate a successor MOU, written notice of desire to renegotiate shall be served during the period of ~~120-180~~ days to 90 days prior to the termination date of the MOU. If either party serves notice to renegotiate, the AssociationUnion shall provide the City with its initial written proposals no later than 90 days prior to the termination of the MOU.

The negotiations shall begin as soon as practical after receipt of such written notice.

## Article 15 RETIREMENT

15.1 The City has contracted with CalPERS and shall provide pension benefits for miscellaneous employees, including employees in this Unit, in a manner consistent with State law and will comply with the Public Employees' Pension Reform Act (Government Code Section 7522 et seq.).

15.2 The City has contracted with CalPERS to provide Level III of the 1959 Survivor Benefit and the Military Buy-Back Option.

15.3 Employees' payment to their employee contribution to CalPERS shall be made pursuant to IRC Section 414(h)(2).

15.4 Tier 1 – Local Miscellaneous 2.7% at age 55

Employees hired before December 23, 2012 shall receive Local Miscellaneous 2.7% at age 55 retirement formula. Final compensation shall be calculated using the single highest year model.

The City shall continue to contribute four percent (4%) of the eight percent (8%) employee contribution during the term of the MOU. Employee shall pay the remaining four percent (4%) of the employee contribution. City intends to continue to pay this benefit on a going-forward basis and has projected the 4% EPMC throughout the twenty-year long-term financial plan.

The City's payment of the employees' CalPERS contribution is based upon authority from CalPERS and upon tax treatment permitted by the Internal Revenue Service under Internal Revenue Code Section 414(h)(2) and revenue rulings related thereto, and by the California Franchise Tax Board. It is understood that the State Legislature or Congress may alter the statutory authority for this tax treatment, and the Franchise Tax Board or the IRS or the United States Department of the Treasury may alter the current revenue rulings, either by other rulings or by issuing new regulations.

The City shall report the value of employer-paid member contributions (EPMC) as additional compensation for each employee.

15.5 Tier 2 – Local Miscellaneous 2.0% at age 60

Employees hired on or after December 23, 2012 who are also classic CalPERS members shall receive the Local Miscellaneous 2.0% at age 60 retirement formula. Final compensation shall be calculated using the single highest year model.

The City shall continue to contribute four percent (4%) of the seven percent (7%) employee contribution during the term of the MOU. Employee shall pay the remaining three percent (3%) of the employee contribution. City intends to continue to pay this benefit on a going-forward basis and has projected the 4% EPMC throughout the twenty-year long-term financial plan.

The City's payment of the employees' CalPERS contribution is based upon authority from CalPERS and upon tax treatment permitted by the Internal Revenue Service under Internal Revenue Code Section 414(h)(2) and revenue rulings related thereto, and by the California Franchise Tax Board. It is understood that the State Legislature or Congress may alter the statutory authority for this tax treatment, and the Franchise Tax Board or the IRS or the United States Department of the Treasury may alter the current revenue rulings, either by other rulings or by issuing new regulations.

The City shall report the value of employer-paid member contributions (EPMC) as additional compensation for each employee.

#### 15.6 Tier 3 – Local Miscellaneous 2.0% @ 62

Employees hired on or after January 1, 2013 who are also new CalPERS members shall receive the Local Miscellaneous 2.0% at age 62 retirement formula. Final compensation shall be calculated using the highest 36-consecutive month model. Employees will pay fifty percent (50%) of normal cost as the employee contribution. The normal cost is subject to change on a fiscal year basis as determined by CalPERS.

### Article 16 WAGES/COMPENSATION

#### 16.1 Salaries

Pay rates for each classification within the Unit shall be assigned to a pay grade as set forth in Pay Plan Category B as defined in the City's Salary Resolution, consistent with compensation objectives described in the City's Administrative Policy.

#### 16.2 Salary Adjustments

During the term of this Agreement, the City shall adjust base wages for all represented classifications as follows:

Effective ~~July 28, 2019~~ the first full pay period in July 2016 (July 3, 2016): 5.5% ~~4.0%~~ across the board increase.

Effective the first full pay period in July ~~2017~~ 2020 (July 12, 2020): 4%

- 3.0% across the board increase, and
- 1.5% of annual base salary as off-salary-schedule pay (not reportable compensation to CalPERS). Employee must be an active employee on the last day of the pay period (July 25, 2020) to receive this pay.

Effective the first full pay period in July ~~2018~~ 2021 (July 11, 2021): 2%

- 3.0% across the board increase, and
- 1.5% of annual base salary as off-salary-schedule pay (not reportable compensation to CalPERS). Employee must be an active employee on the last day of the pay period (July 24, 2021) to receive this pay.

#### 16.3 Comparable Agencies

The parties agree that in negotiations for successor memorandum of understanding, unless they agree on other survey jurisdictions, the comparable agencies for the majority of classifications in the bargaining unit shall be:

Alameda  
Fremont



Hayward  
Milpitas  
Mountain View  
Palo Alto  
Richmond  
San Leandro  
San Mateo  
Santa Clara

For purposes of comparing job classifications of Environmental Chemist and Water Pollution Control Operator, the parties agree to the following agencies:

Dublin/San Ramon Services District  
City of Hayward  
City of Palo Alto  
City of San Jose  
City of San Leandro  
Silicon Valley Clean Water  
Union Sanitary District

For purposes of comparing the classification of Senior Programmer Analyst, the parties agree to the following agencies:

City of Fremont  
City of Milpitas  
City of Palo Alto

For purposes of comparing the classification of Career Advisor the parties agree to the following agencies:

Alameda County Workforce Board  
Richmond Workforce Board  
Workforce Investment San Francisco

#### **16.4 Overtime**

An employee who is required and authorized in advance by a management supervisor or his/her designee and who actually works overtime shall be compensated at one and one-half times his/her base hourly rate for all such overtime work in excess of forty (40) hours per work period, unless compensatory time is provided pursuant to Article 18.7. The City shall fully comply with the appropriate Fair Labor Standards Act's Regulations regarding the payment of overtime.

a) Overtime.

Overtime shall be defined as all paid hours in excess of forty (40) hours worked in a workweek (see Exhibit B, Example A). Except in the event of an emergency, the maximum number of hours an employee may work in any one 24-hour period is 12 hours.

The City shall define the workweek (fixed and regularly recurring period) for purposes of overtime.

An employee who works on a holiday shall be compensated at the overtime rate for all hours worked on the holiday in addition to eight (8) hours holiday pay (see Exhibit B, Example B).

All paid time shall count as time worked when determining overtime (see Exhibit B, Example A).

b) Flex Scheduling

Flex scheduling is defined as an occasional adjustment to an employee's work schedule which does not alter the total number of hours scheduled to be worked per week, but simply alters the time of day those hours are worked.

For employees in the classifications listed in Exhibit C, the City and the employee shall be allowed to reasonably flex or change the work schedules for these employees in order to minimize overtime expenditures and facilitate an employee's ability to balance work with other aspects and obligations in accordance with the following procedures. The primary, but not exclusive, use of this provision is for the scheduling of evening meetings, special events, and occasional necessary work that cannot be performed during an employee's regular schedule. Flex scheduling shall not be used where the City determines that an alternative schedule pursuant to Administrative Policy Chapter 3, Article 39 or special work schedule in accordance with the provisions of MOU Article 20.1 is more appropriate to address on-going City needs.

1. The flex schedule must occur within the employee's regular 40 hour workweek, but is not restricted to a specific day or portion thereof. The manager and employee should work collaboratively to flex the employee's schedule in a manner that satisfies the City's needs and also reschedules the employee's work to a time agreeable to the employee. The manager shall make the final determination. If an employee feels that a manager is not working collaboratively on flex scheduling, the employee may refer the matter to the Human Resources Director.

2. An employee should be informed about the need for a flex schedule with as much notice as is reasonably possible consistent with best practices.
3. No permanent change in work schedules are permitted under this provision.
4. No employee shall be put on a schedule that mandates the employee routinely stay late when there is no evening meeting, special event or occasional necessary work.

This Article shall not prohibit any employee covered by this MOU to voluntarily flex their schedule on a temporary basis, subject to the approval of their supervisor.

During the term of this MOU, the City or the ~~Association~~Union may meet and confer over the issue of overtime, flex time and exempt status designation.

## **16.5 Out-Of-Class Pay/~~Special Assignment~~**

### a) Out-of-Class Pay

Employees who are temporarily assigned to ~~work in~~perform substantially all functions of a higher classification and work in such classification for ~~six~~5 or more consecutive work days shall be compensated at five percent (5%) above the employees' normal pay rate or the first step of the higher level ~~position~~classification, whichever is greater. Assignments may be made to employees who are capable of performing the work of the higher-level position whether or not they have attained a particular formal educational level or experience requirements. —Such assignments will be assigned on an as-needed basis and when the higher classification is a budgeted vacancy or temporarily unfilled due to the incumbent's absence for vacation or other approved leave.

Such out-of-class assignment pay shall be based on the full period of actual hours worked during the out-of-class assignment and received for the full period of time in which the employee works in the out-of-class assignment or any management or supervisory class, and provided that such higher assignment and related compensation has been authorized in advance by the employee's manager or his/her designee and has been processed by the Human Resources Department. Out-of-class assignment pay shall not be paid for Paid Time Off, holidays, Paid Medical Leave or any other leave during the out-of-class assignment; nor, shall such leave days be considered a break in the out-of-class assignment.

Out-of-class assignments shall not be made in increments of less than 5 shifts solely for the purpose of avoiding out-of-class pay.

Out-of-class assignments may not exceed 960 hours within a fiscal year.

## b) Special Assignment

The Department Director may authorize a temporary pay adjustment for an employee given a specific temporary special assignment clearly beyond the scope of their regular job description, or additional duties and responsibilities outside the employee's existing job description while also performing their regularly assigned responsibilities. Special Assignment Pay is intended to provide additional compensation for employees who are assigned, in writing, additional duties and responsibilities while also performing their regularly assigned responsibilities.

The request for Special Assignment Pay shall clearly state the additional duties and responsibilities of the assignment, justify why it is to be performed by the designated employee, and give a specific duration for completion of the assignment with start and end date. Special Assignment Pay is five percent (5%) above the employee's regular rate of pay for the period of time in which the employee works in the assignment. The special assignment and related compensation may end at any time at the discretion of the Department Director. Special Assignment Pay is not reportable compensation to CalPERS.

The Department Director shall monitor the special assignment to ensure it is appropriately warranted.

Special Assignment Pay shall not be recommended or authorized unless the assignment will continue at least one (1) work day. Special Assignment Pay will not take effect retroactively. Special Assignment Pay will not be paid when an employee is on Paid Time Off, holidays, Paid Medical Leave or any other leave during the special assignment; nor, shall such leave days be considered a break in the special assignment. The Special Assignment Pay will be discontinued on the date originally identified for completion of the assignment, unless an extension of specific duration is approved by the Department Director prior to the end of the original assignment end date. Special assignments may not exceed one calendar year.

## **16.6 Bilingual/Translator Pay**

Effective July 28, 2019, Employees are entitled to receive, in addition to their regular compensation, ~~sixty dollars (\$60.00) per month (i.e., twenty-seven dollars and sixty-nine cents [\$27.69])~~ fifty dollars (\$50.00) per pay period) for Bilingual/Translator skills if they meet the following criteria:

- a) Certification by a provider contracted through the Department of Human Resource that the employee possesses the needed language skills at an acceptable skill level; and

- b) Certification by the director of the department that the particular assignment of the employee involves need for the required skills on a regular and frequent basis.

Bilingual/Translator Pay shall not be paid if an employee is on unpaid leave for the full pay period. Bilingual/Translator Pay will not necessarily continue if the employee is transferred or promoted.

Qualifying languages are: Cantonese, Japanese, Mandarin, Sign Language, Spanish, Tagalog, Thai, Vietnamese, Farsi, and other language(s) deemed appropriate by the City.

## **16.7 Hazardous Duty Pay**

Following are some example of duties considered as hazardous duty:

Use of high climbing rope for tree trimming work;

Use of mechanical, hydraulic or pneumatic boom equipment for high electrical or- mechanical work;

Use of climbing equipment for high pole work;

Repair of knockdowns in which there is potential contact with high voltage electrical wires;

Operation of the Stinger Crane when there is potential contact with high voltage electrical wires;

Work in confined spaces as determined by the City, except as performed by employees in the water pollution control series.

Confined space is a space defined by the concurrent existence of the following conditions:

Existing ventilation is insufficient to remove dangerous air contamination and/or oxygen deficiency which may exist or develop; and

Ready access or egress for the removal of a suddenly disabled employee is difficult due to the location and/or size of the opening; and

Dangerous Air contamination” and “oxygen deficiency” are used as defined in Title 8, Article 108, Section 5156 of the California Occupational Safety and Health Code.



As used in this Article, “high” means that the nature of the work requires the employee to operate at a height above the ground that presents a danger of injury from a fall.

~~Effective the first full pay period following ratification and approval by the City Council, e~~Employees in the following classifications shall receive a 1.5% hazardous duty differential over their regular base pay, regardless of the duties listed above.

The following is the exclusive list of classifications eligible for hazardous duty pay. Employees who do not occupy one of the following classifications cannot be assigned to perform duties that fall within the scope of hazardous duty pay.

Job Code	Classification
5753	Cross Connection Control Specialist
5310/5315/5320	Facilities Technician <del>I/H/H</del> 1/2/3
5301	Facility Attendant <del>H</del> 2
7325	Groundsworker
5100	Heavy Equipment Operator
5860/5850	Maintenance Worker <del>I/H</del> 1/2
5350	Parks Leader
7675	Parks Worker <del>H</del> 3
5510	Public Works Crew Leader
5640	Public Works Supervisor
5651	Senior Building Services Leader
5710	Senior Maintenance Worker
5600	Senior Park Utility Worker
5930	Senior Wastewater Collections Worker
5820	Senior Water Distribution Worker
5200	Street Lighting Technician
7800	Utility Worker
5830	Water Distribution Worker
5810	Water Distribution Crew Leader
5800	Water Distribution Supervisor
4100	Water System Operator
5920	Wastewater Collections Crew Leader
5910	Wastewater Collections Supervisor

## 16.8 Certification Pay

Effective the first full pay period following ratification and approval by the City Council, the City shall pay for training, acquisition, and maintenance of the certifications listed below as follows.

Employees shall receive a total of 2.5% certification pay for the possession of one or more of these certifications as follows for all paid hours, including all overtime, as well as leave payouts:

Job Code	Classification	Certification
7900	Water Pollution Control Operator-in-Training	Grade 1 or higher Operator's Certificate/California State Water Resources Board
<u>5901</u>	<u>Water Pollution Control Operator 1</u>	<u>Grade 2 or higher Operator's Certificate/California State Water Resources Board</u>
<u>5900</u>	<u>Water Pollution Control Operator 2</u>	<u>Grade 3 or higher Operator's Certificate/California State Water Resources Board</u>
5751	Sr. Water Pollution Control Operator	Grade 4 or higher Operator's Certificate/California State Water Resources Board
<u>5752</u>	<u>Principal Water Pollution Control Operator</u>	
<u>5752</u>	<u>Principal Water Pollution Control Operator</u>	<u>Grade 4 or higher Operator's Certificate/California State Water Resources Board</u>
<u>5730</u>	<u>Principal Design and Construction Operator</u>	<u>Grade 4 or higher Operator's Certificate/California State Water Resources Board</u>
5830	Water Distribution Worker	Backflow Prevention Assembly Tester or Cross Connection Control Program Specialist from American Water Works Association  Or  Grade <u>D3</u> or higher Water Distribution Operation Certificate from <del>State of California Department of Health Services</del> <u>California State Water Resources Board</u>
<u>5820</u>	<u>Sr. Water Distribution Worker</u>	
<u>5810</u>	<u>Water Distribution Crew Leader</u>	

Job Code	Classification	Certification
5820	Sr. Water Distribution Worker	<p><del>Backflow Prevention Assembly Tester or Cross Connection Control Program Specialist from American Water Works Association</del></p> <p>Or</p> <p><del>Grade 3 or higher Water Distribution Operation Certificate from State of California Department of Health Services</del></p>
5753	Cross Connection Control Specialist	<p><del>Backflow Prevention Assembly Tester or Cross Connection Control Program Specialist from American Water Works Association</del></p> <p>Or</p> <p>Grade <u>D3</u> or higher Water Distribution Operation Certificate from <del>State of California Department of Health Services</del><u>California State Water Resources Board</u></p>
5810	Water Distribution Crew Leader	<p><del>Backflow Prevention Assembly Tester or Cross Connection Control Program Specialist from American Water Works Association</del></p> <p>Or</p> <p><del>Grade 3 or higher Water Distribution Operation Certificate from State of California Department of Health Services</del></p>

Job Code	Classification	Certification
5800	Water Distribution Supervisor	<del>Backflow Prevention Assembly Tester</del> <del>or</del> Cross Connection Control Program Specialist from American Water Works Association  Or  Grade <u>D4</u> or higher Water Distribution Operation Certificate from <del>State of California Department of Health Services</del> <u>California State Water Resources Board</u>
4100	Water Systems Operator	<u>Grade</u> T2 or higher Water Treatment Operator Certificate issued by the <del>State of California Department of Health Services</del> <u>California State Water Resources Board</u> Or  <u>Grade</u> D3 or Higher Distribution Operator Certificate issued by the <del>State of California Department of Health Services</del> <u>California State Water Resources Board</u> Or  Backflow Tester Certification approved by the American Water Works Association  Or  Cross-Connection Specialist Certification approved by the American Water Works Association
<del>5730</del>	<del>Principal Design and Construction Operator</del>	<del>Grade 4 or higher Operator's Certificate/California State Water Resources Board</del>

<b>Job Code</b>	<b>Classification</b>	<b>Certification</b>
<u>5850</u>	<u>Maintenance Worker 2 – Wastewater Collections Division only</u>	<u>Grade 2 or higher CWEA Collections System Maintenance</u>
<u>5930</u>	<u>Sr. Wastewater Collections Worker</u>	
<u>5920</u>	<u>Wastewater Collections Crew Leader</u>	
<u>5910</u>	<u>Wastewater Collections Supervisor</u>	<u>Grade 3 or higher CWEA Collections System Maintenance</u>
<u>5400</u>	<u>Water Pollution Control Plant Mechanic</u>	<u>Grade 2 or higher CWEA Plant Maintenance Mechanical Technologist</u>  <u>Or</u> <u>Grade 2 or higher CWEA Plant Maintenance Electrical/Instrumentation Technologist</u>
<u>5425</u>	<u>Sr. Water Pollution Control Plant Mechanic</u>	
<u>5320</u>	<u>Facilities Technician 3</u>	<u>EPA Section 608 Technician Certification (Type II or Universal)</u>
<u>5651</u>	<u>Sr. Building Services Leader</u>	

The first full pay period following receipt by the Department of Human Resources of a copy of the employee's certification (passing of exam and completing all other requirements, e.g. experience, time in class, etc.), the City shall begin payment of the certification pay.

In order for an employee to continue to receive certification pay, the certification must be current and valid. Prior to expiration of the current certification on file, a renewed or current/valid certification must be received by the Department of Human Resources in order to continue the certification pay. Should an employee fail to renew his/her certification by the expiration date, the certification pay shall cease beginning the first full pay period following the expiration of the existing certification.

## **16.9 Standby Duty and Compensation**

Standby duty is defined as that circumstance which requires the employee so assigned to:

Be ready to respond in a reasonable time to calls for her/his service;



Be readily available at all hours by telephone, or other communication devices, and

Refrain from activities which might impair her/his assigned duties upon call.

Standby duty rotation shall be assigned by a management supervisor or his/her designee in writing according to the following terms and conditions; and

Standby rotations and schedules shall be determined with as much advanced notice as practicable.

The trading of standby rotation slots, days, or shifts may be allowed at supervisor's discretion, with advanced notice and notification to the proper dispatching agent.

One shift of standby duty worked is defined as a period spent by an employee either standing by or working while on standby duty, lasting approximately 8 hours per day. Each standby duty rotation has a maximum of 3 paid shifts per day, and at no time shall 3 total paid shifts per day be exceeded, including situations that might arise from shift trades.

An employee is not considered to be on standby duty during the time overlapping that employee's own regular hours (excepting holidays) or during a time that another employee on their regular hours is covering that Division's on-call duties.

Standby duty rotation shall be compensated according to the following rules:

Shall be compensated at the rate of 0.71 hours of compensation at the overtime rate for each ~~eight (8) hours shift~~ of standby duty worked; plus

Two (2) 3 additional hours compensation at the overtime rate on completion of ~~fourteen (14) —~~ consecutive ~~eight (8) hour period shifts~~ of standby duty worked.

On City observed holidays, standby shall be compensated at the rate of 1.5 hours at the overtime rate for each ~~eight (8) hour shift~~ of standby duty worked.

~~Standby hours shall be recorded on the employee's timecard by using the "Standby" pay code.~~

~~Notwithstanding the foregoing, for employees in the Water/Sewer Unit of the Field Services Division, the following provision for Standby shall apply:~~

~~Shall be compensated at the rate of 0.7 hours at the overtime rate for each shift of approximately eight (8) hours of Standby duty worked (not to exceed three (3) shifts per day). plus~~

For standby on a weekend (defined as the end of the employee's regular shift on Friday and the beginning of the employee's regular shift on Monday), bonus standby pay is paid on completion of ~~three (3)~~ consecutive shifts of Standby Duty, at the rate of ~~one (1)~~ hour of compensation at the overtime rate. An employee on Standby for Saturday would receive ~~one (1)~~ hour at the overtime rate for Saturday;

an employee on Standby for Sunday would receive ~~one (1)~~ hour at the overtime rate for Sunday; an employee who was on Standby for both Saturday and Sunday would receive ~~one (1)~~ hour for each day; for a maximum of ~~two (2)~~ hours for a weekend of standby duty.

~~On City observed holidays, Standby shall be compensated at the rate of one and a half (1.5) hours at the overtime rate for each shift of Standby duty (not to exceed three (3) shifts, per day).~~

Standby hours shall be recorded on the employee's timecard by using the "Standby" pay code.

#### **16.10 Call-Out Duty and Compensation**

An employee who is assigned to standby duty pursuant to the Standby Duty and Compensation provisions of this Agreement, and is directed to return to work, shall be compensated beginning at the time employee receives the call, and ending at the time the actual city work is complete (travel time home is not payable under this policy), or by a minimum payment of 1.4 hours at the overtime rate. However, time allowed for travel from the time of the call to the work site shall not exceed any time limit established by a department or division for response time and standby eligibility provided that such time limit shall not be less than 30 minutes. For example, ESD water distribution currently requires that an employee on standby be able to respond to calls on location within 30 minutes; travel time for such an employee would be the lesser of actual travel time or 30 minutes.

If a new call-out is received prior to the completion of the previous call-out assignment, the new call-out will be considered a continuation of the previous call-out, and no additional minimum shall apply.

When assigned to standby duty on a City observed holiday, the call-out minimum shall be two (2) hours at the overtime rate.

Employees who do not return to work but who are contacted by telephone and are required to respond, pager, or computer shall ~~not~~ be paid a call out minimum of 30 minutes at the overtime rate, provided such calls occur between 11:00 p.m. and 4:00 a.m., but or shall be paid for actual time worked at the overtime rate, whichever is greater. For calls that occur outside of the above referenced time period, employees shall be paid for the actual time worked at the overtime rate.

Call-Out hours shall be recorded on the employee's timecard by using the "Call-Out" pay code.

### **16.11 Call Back Pay**

An employee who is not on standby duty pursuant to Article 16.9, and who has completed his/her work day and has left his/her work site and is ordered to return to duty following the employee's normal work day ("called back"), shall receive call back pay beginning at the time the employee begins responding to the call, which is generally the time of the call, and ending at the time the actual city work is completed (travel time home is not payable under this policy), or a minimum payment of two (2) hours at the overtime rate if each of the following conditions is met:

The order to return to work occurs following the termination of his/her normal work shift on the day the return is required,

The return is necessitated by unanticipated work requirements, and

The employee actually returns to work (i.e. defined as physically returning to work).

An employee who receives a "call back minimum" and who leaves work, shall not receive another "call back minimum" if they are again called back to work within two (2) hours of the previous call back.

An employee who is ordered to begin his/her shift up to two (2) hours prior to his/her normal starting time shall not be eligible for call back pay for that early call back.

Employees who do not return to work but are contacted by telephone, pager, or computer, shall not be paid a call back minimum, but shall be paid for actual time worked at the overtime rate. Employees who are listed on a City emergency call list and who are called to respond in an emergency situation are deemed authorized by virtue of their inclusion on the emergency call list to respond directly to the emergency call and are not required to obtain additional authorization prior to either an over-the-phone, computer, or in-person response.

Call-Back hours shall be recorded on the employee's timecard by using the "Call-Back" pay code.

#### **16.12 Court Pay**

When scheduled and required by the City to appear in court on his/her regularly scheduled day off, an employee shall modify his/her work schedule so that the City-related court duties occur during the employee's work time. In those situations where the work schedule cannot be modified, an employee shall receive a minimum of four (4) hours at the overtime rate if the following conditions are met:

The court appearance occurs either during the employee's scheduled day off, or between shift duty for employees scheduled on the graveyard shift.

For the purpose of this Article, the graveyard shift is defined as any shift beginning between 7:00 p.m. and 12:00 midnight.

#### **16.13 Emergency Overtime for Employees/Rest Period**

If an employee is required to respond to an emergency call that requires him/her to work more than twelve hours within a twenty-four-hour period, the employee shall be entitled to an eight hours rest period prior to returning to work. If any portion of the rest period occurs during the employee's regular schedule, the employee shall receive regular paid compensation for that time.

This section shall not apply to a declared disaster or period of emergency as determined by the City Manager.

#### **16.14 Class A and B Driver's License Compensation**

Effective July 28, 2019, Eemployees who are required to possess and maintain a Class A or B California Driver's License shall receive an additional ~~\$75-\$100~~ per month (~~\$34.62~~\$46.15 per pay period). Such payment shall not be made for any period of time when the employee's license is suspended or revoked, or the employee is determined to be unable to operate a commercial vehicle due to a lapsed DMV commercial driver medical clearance or as a result of removal from safety-sensitive functions by a medical review officer, due to a positive DOT-mandated drug or alcohol test.

#### **16.15 License Reimbursement**

Employees who are required by the City to maintain a Class A or B California Driver's License and who successfully renew their driver's license or acquire a new license upon starting a new assignment requiring a Class A or B Driver's License shall, upon submission of a receipt by the employee, be reimbursed by the City for the difference in cost between such license and a California Class C Driver's License.

## 16.16 Shift Differentials

Effective the first full pay period following ratification and approval by the City Council, employees regularly assigned to swing, graveyard, or rotate shift (i.e. relief on day, swing or graveyard shifts [R1] or relief on swing and graveyard shifts [R2]) shall be compensated with a 5% differential. Shift differentials will continue when employee is on paid leave.

## 16.17 Trainer Compensation

An employee in the classification of Community Service Officer (CSO) who is selected and designated by the Department of Public Safety Management as a CSO Training Officer shall be compensated at five percent (5%) above the employee's normal base pay. A maximum of two (2) CSOs shall be selected and designated as CSO Training Officers at any one time, and receive the trainer compensation. Trainer compensation shall be paid for all working hours including overtime, and leave time taken.

The selection, designation, and un-designation of CSO Training Officer shall be based upon operational need by the Department of Public Safety Management.

## Article 17 INSURANCE PLANS

The City shall continue to provide group Medical, Dental, Vision, Life/AD&D, long term disability insurance plans, and the Employee Assistance Program. Any health plans for which the City contracts directly with the provider, prior to changing the provider or the level of benefits, the City shall first give the ~~Association~~Union the opportunity to meet and agree concerning such changes.

The City shall contribute the medical and cafeteria plan contributions as provided in Section 17.1 toward Medical, Dental, and Vision, ~~and supplemental Life/ AD&D insurance~~. The medical plan contribution shall be applied to medical premium only. The cafeteria plan contribution shall be applied first to any remaining unpaid medical premium, then toward the premiums for dental and, vision, ~~and supplemental life/ AD&D~~ insurance.

### 17.1 Medical Insurance

The City's contribution to the medical and cafeteria plans will be as follows:

- a) Calculate 80% of the average of the family monthly premium for Region 1 (the Bay Area), CalPERS Blue Shield Access HMO and the CalPERS Kaiser HMO plan.

2017-2019 Calculation



Kaiser	<del>\$1,906.81</del> <u>1,997.45</u> per month
Blue Shield	<del>\$2,664.61</del> <u>2,524.34</u> per month
Average	<del>\$2,285.71</del> <u>2,260.90</u> per month
80% of average	<del>\$1,828.57</del> <u>1,808.72</u> per month

- b) The contribution as described in section 17.1(a) will be allocated 49% medical contribution and 51% cafeteria plan.

2017-2019 Calculation

49% Medical -	\$ <del>896.00</del> <u>886.27</u>
51% Cafeteria -	\$ <del>932.57</del> <u>922.45</u>
Total contribution	<del>\$1,828.57</del> <u>1,808.72</u>

- c) Annual medical and Cafeteria Plan changes during the term of this MOU shall be calculated in accordance with the formula described in section 17.1(a) and 17.1(b). However, any annual increases in the medical contributions shall not exceed a 5% total increase. Any amount in the formula increase that will exceed a 5% increase in the medical contributions shall be allocated to the cafeteria plan contribution.

2017-2019 Calculation

Medical -	\$ <del>795.87</del> <u>877.44</u>
Cafeteria -	<del>\$1,032.70</del> <u>931.28</u>
Total contribution	<del>\$1,828.57</del> <u>1,808.72</u>

- ~~d) Those employees who, as of the ratification of 2008-2012 agreement, were enrolled in the Employee Only PERSCare medical plan would receive a \$500 annual City contribution to a Section 125 medical reimbursement account provided they switch to an alternative medical plan during the open enrollment period ending October 10, 2008.~~

~~Effective the plan year following ratification and approval by the City Council, the arrangement in the above paragraph will cease. ———~~

- ~~ed) Cafeteria Plan contributions may be used by employees to purchase both taxable and non-taxable benefits including medical premiums, dental premiums, family vision premiums, and supplemental life/AD&D premiums. Effective the plan year beginning January 2020, cafeteria plan contributions shall not be used to purchase supplemental life/AD&D premiums. Supplemental life/AD&D premiums will be paid by employees.~~

There shall be no cash payments for any unused Cafeteria Plan contributions.

~~ef~~) Medical, dental, and vision premium contributions are paid for on a pre-tax basis; however, the City agrees to continue to provide employees with an option to pay their insurance premium contributions on a post-tax basis, to the extent permitted by the Internal Revenue Code.

## **17.2 Cash In-Lieu of Medical Coverage**

Effective the first full pay period following ratification and approval by the City Council, cash in-lieu of medical coverage is no longer offered.

## **17.3 Dental Insurance**

Dental insurance at the current benefit level will continue to be provided. The City contribution for dental insurance shall be as provided in Section 17.1.

If spouses or registered domestic partners are represented by different bargaining groups, dual coverage under the dental plans offered for each bargaining group will be allowed. Dependents may be covered under one or both dental plans. Coordination of benefits by the dental providers will be made pursuant to current industry standards.

~~Effective the later of January 1, 2016 or the first of the third full calendar month following ratification and approval by the City Council, d~~Dental insurance is available for enrollment the month following an employee's date of hire.

## **17.4 Vision Insurance**

Vision insurance at the current benefit level will continue to be provided; such coverage includes a deductible that the employee must pay at the time of service. The City will contribute the full cost of the premium for employee and up to one dependent. City family coverage contribution is provided in Section 17.1(b).

## **17.5 Employee Assistance Program**

The Employee Assistance Program will continue to be provided. Enrollment is mandatory, and the premium is fully paid by the City.

## **17.6 Registered Domestic Partners**

SEA/IFPTE Local 21 and the City shall comply with State and Federal law regarding the provision of Registered Domestic Partner benefits.

## **17.7 Life/AD&D and Long-Term Disability Insurance**

The City shall provide Life and Accidental Death and Dismemberment (Life/AD&D) insurance for each employee in an amount equal to that employee's annual base salary, up to a maximum coverage of \$175,000.

Such insurance shall be at no cost to the employee, except that, insurance amounts above \$50,000 provided by the City shall be subject to tax law provisions.

At the time of hire, an employee may purchase supplemental Life/AD&D insurance in an amount equal to the employee's annual base salary, up to a combined maximum coverage of \$175,000.

Current employees, who did not purchase supplemental Life/AD&D insurance at the time of hire, may purchase supplemental Life/AD&D insurance during open enrollment in an amount as provided in the above paragraph, subject to approval by the carrier.

The City shall also provide Long Term Disability insurance that provides 67% of the employee's annual base salary to a maximum of \$11,000 per month of paid benefits, subject to the terms of the contract with the carrier.

## **17.8 Dependent Care**

The City shall continue to provide a plan in accordance with the Internal Revenue Code Section 129 allowing employees to qualify for pre-tax dependent care savings.

## **17.9 Health Care Reimbursement Account**

The City shall continue to provide a plan in accordance with the Internal Revenue Code Section 125 that provides an option for employees to pay for health care expenses on a pre-tax basis.

## **17.10 Short-Term Disability Insurance**

The parties contemplate that SEA/IFPTE Local 21 will explore alternative short-term disability plans, including the California SDI program. Nothing herein shall preclude the parties from implementing by agreement a short-term disability plan. If SEA/IFPTE Local 21 selects the State SDI program, it will be adopted with an integration feature. In the event there is no agreement between SEA/IFPTE Local 21 and the City regarding the implementation of a plan other than SDI, and the City is preparing to implement a short-term disability insurance program with its management group, the City will provide notice and relevant information to SEA/IFPTE Local 21 prior to implementing such short-term disability program with respect to SEA/IFPTE Local 21. The City will provide an opportunity for input, but formal bargaining (per GC § 3505) will not be required.

### **17.11 Affordable Care Act**

At such time as regulations are issued implementing the Affordable Care Act (ACA), the City and the Union will meet and confer to review the impact of such regulations on the benefit plans then in force. If modifications to the health benefits, eligibility for coverage, employer or employee contribution to the cost of insurance or any other provisions of the benefit plans covered by this MOU will be modified by the ACA during the term of this agreement, it is agreed that the City and the Union will meet and confer how such mandated changes will be implemented. In the event of meet and confer, the City will not unilaterally impose changes that would cause a reduction in City contributions towards benefits.

## **Article 18 LEAVES**

The following employee benefits, as they are set forth in the City's Salary Resolution, are included by reference in this Agreement:

Leave Benefits  
Leave Authorization  
Leave Benefits; To Whom Applicable  
Leave Payment  
Leave Substitution  
Special Schedule - Holiday Leave

### **18.1 Paid Time Off**

#### **a) Definition**

Paid Time Off (PTO) is paid leave earned by employees that may be used for vacation, medical appointment, illness/injury, emergency, or personal business such as care of sick family members or school visits or similar appointments. Leaves not included in PTO which remain separate leaves are bereavement, jury duty, military duty, workers' compensation, floating holiday and holiday.

#### **b) Accrual**

All probationary and regular employees shall accrue PTO. PTO begins accruing on the first day of employment and is prorated on an hourly basis for each paid hour. All regular paid hours shall count toward PTO accrual. Time-off in excess of PTO accruals and other available leave shall be leave without pay. As employees use PTO, the time used shall be deducted from the employee's current PTO balance.

c) Accrual Rates

Employees shall accrue PTO each pay period in relation to their years of continuous service.

The Accrual rates are listed below:

<b>Pay Periods of Service</b>	<b>Years</b>	<b>Hours/Pay Period</b>	<b>Accrual Rate Hours/Year</b>
1-25.99	0 to 1	5.5	143
26-129.99	1+ to 5	6.5	169
130-259.99	5+ to 10	8.0	208
260-441.99	10+ to 17	9.5	247
442-649.99	17+ to 25	10.5	273
650 or more	25 or more	11.0	286

Accruals carry over from one payroll calendar year to the next.

For new hires, the City Manager may authorize a higher accrual rate within the PTO accrual table.

d) PTO Accrual Cap

An employee may accrue up to 885 hours of PTO. An employee will no longer accrue PTO once the employee reaches the 885 hours cap until the employee uses PTO to reduce the employee's leave balance, or the employee cashes-out PTO time as provided in this Article.

e) Scheduling PTO

Employees use 8 hours of PTO leave to take a full day of leave on a 40-hour schedule. An employee on an alternative work schedule shall use the number of hours relevant to the alternative work schedule to take a full day of leave. An employee may take scheduled or non-scheduled PTO in increments of less than one full day. PTO may be taken in either of two methods, scheduled and non-scheduled, as follows:

1. Scheduled PTO

All employees may take scheduled PTO. Except for illness or emergency, all PTO shall be pre-planned and pre-approved in accordance with any applicable department, division and/or City policy.



## 2. Non-Scheduled PTO

All employees may take non-scheduled PTO for an unanticipated illness or emergency. On the day of the absence, an employee, or someone on the employee's behalf, must provide notice of non-scheduled PTO at or before the start of the employee's scheduled work day. The notice must designate the absence as either an illness or an emergency. The City may take disciplinary action against an employee who fails to provide notice, uses non-scheduled PTO for a reason other than unanticipated illness or emergency or circumvents the scheduled PTO process.

An employee's routine use of non-scheduled PTO might cause the City to suspect leave abuse and initiate an investigation. This investigation could include but is not limited to requesting that the employee obtain a physician's note concerning an illness which the City suspects is part of a pattern of leave abuse or if the City has information that the employee may not have been ill or injured.

## 3. Return to Work Following Illness or Injury

The City may require, with approval by the Human Resources Director or the Director's designee, a return to work medical clearance for any employee using PTO due to an illness or injury if the employee is absent more than five (5) consecutive days.

### f) PTO Cash-Out

Each employee in a classification represented by SEA/~~IFPTE Local 21~~ shall be required to submit an irrevocable election form in the preceding calendar year specifying the number of hours of Paid Time Off that he/she will irrevocably elect to cash out in the following calendar year.

The parties agree to meet and discuss an IRS qualifying exception for cases of extreme hardship.

One time each year, each employee may cash-out accrued PTO on the last pay day in October.

An employee may cash-out up to 100 hours of PTO each year, so long as the employee maintains a balance of at least 120 hours.

The City will compensate the employee for the cashed-out hours at the employee's base pay rate at the time of the cash-out. The minimum number of hours that may be cashed out is 8 hours.

g) PTO Compensation at Separation

An employee will be paid for all PTO hours in the employee's leave bank upon separation. The PTO will be paid at the employee's base pay rate at the time of separation. An employee, at the employee's option and with City Manager approval, may use accrued available PTO to extend the date of separation or retirement.

h) PTO Donation

An employee may donate PTO to another City employee who has experienced a serious illness or injury that is not fully covered by the injured or ill employee's PTO and/or other City leave programs, consistent with the City-Wide Employee Emergency Relief Fund Program set forth in Article 19.3.

## **18.2 Holiday Leave**

Holidays for employees include:

New Year's Eve  
New Year's Day  
Martin Luther King Jr. Day  
Presidents' Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve  
Christmas Day

Holiday leave is taken in full day (8-hour) increments. A maximum of 8 hours of holiday leave may shall be recorded for any single work day (see Exhibit B, Example C).

a) Library Employees

For holidays observed by the City, Library employees shall be assigned to work the holiday by first asking for volunteers and then by filling the remaining needed assignments by rotating equally among all qualified employees.

b) Holidays and Alternate Work Schedule

Holiday leave is for eight hours per holiday. When a holiday falls on a day when an employee working an alternate schedule would normally work more than eight hours a day, that employee shall have the option, subject to approval of the

employee's supervisor, of making up the difference between the eight-hour holiday and his or her normal workday by working the additional time during the same workweek during which the holiday falls. A supervisor's denial of this option must be based upon operational need. Employees who do not take this option will be required to use accrued/banked paid leave to make up for the additional time-off on the holiday. (See Exhibit B, Example C)

In the event that a City-observed holiday falls on an employee's non-scheduled workday, the holiday hours that the employee would otherwise receive will be automatically credited to that employee's floating holiday leave bank, unless the employee takes another day off that workweek subject to supervisor approval or receives holiday pay. Any remaining floating holiday balance will be automatically cashed out at the end of each payroll calendar year. (See Exhibit B, Example D)

Any paid City holidays, which occur on employee's non-scheduled workday, shall not be counted as hours worked for determination of overtime for that workweek. (see Exhibit B, Example D).

When an employee takes an entire workweek off for any reason and the holiday occurs on the employee's non-scheduled workday, it shall not generate any overtime pay or more than 40 regular hours of pay for the workweek under any circumstances. Employee is required to record 8 hours of holiday leave on the time card for each of the holidays occurring within that workweek, and reduce the corresponding number of hours from other paid leave. (See Exhibit B, Example E)

c) Floating Holidays

Employees shall be credited with thirty (30) hours of floating holiday leave on the first day of the first pay period in the payroll calendar year.

Newly hired employees shall be credited with a pro-rata share of floating holiday hours, based upon the proportion of the calendar year remaining after their date of hire.

Use of floating holiday leave shall be subject to approval in advance by the employee's supervisor.

Employees separating City employment shall have their allotment of floating holiday leave for that year pro-rated based upon their date of separation.

Any employee who has used less than his/her pro-rated allotment for the portion of the calendar year worked, shall have the balance paid to him/her on his/her final paycheck.

Any employee who has used more than his/her pro-rated allotment for the portion of the calendar year worked, shall have the overage offset against any available accrued leave, on his/her final paycheck. The employee may also authorize the deduction from his/her final compensation. If the employee's final paycheck is insufficient to repay the overage, the employee shall reimburse the City immediately.

Unused floating holiday leave at the end of the payroll calendar year will be mandatorily cashed out.

### **18.3 Bereavement Leave**

Effective the first full pay period following ratification and approval by the City Council, an employee shall be entitled to bereavement leave with pay in an amount not to exceed forty (40) work hours for each death occurring to a person on the list below.

To qualify for bereavement leave, the death must occur to an employee's spouse or registered domestic partner, father, mother, step-father, step-mother, son, daughter, brother, sister, grandparent, great-grandparent, ~~or~~ grandchild, or great-grandchild; or to the father, mother, step-father, step-mother, son, daughter, brother, or sister, grandparent, great-grandparent, ~~or~~ grandchild, or great-grandchild of an employee's spouse or registered domestic partner, or an individual that the employee or spouse have legal guardianship over.

A death certificate is sufficient to demonstrate qualification for bereavement leave for any relationship.

Except as provided herein, all bereavement leave must be used within twelve (12) calendar months of the date of the eligible incident, and in increments of one (1) day.

The department director may approve requests for leave usage in less than full day increments; provided that the decision on such usage is not grieveable.

The City reserves the right to require proof of death from the employee.

### **18.4 Jury Leave**

An employee is entitled to jury leave subject to conditions and limitations contained in the Administrative Policy Manual as the same exists or is amended hereafter, subject to meet and confer obligations.

## **18.5 Military Leave**

Employees assigned to active military duty are entitled to military leave in accordance with the provisions of applicable State and Federal laws, and the Administrative Policy Manual as the same exists or is amended hereafter, subject to meet and confer obligations.

## **18.6 Paid Medical Leave (PML)**

Employees may be authorized up to forty (40) hours of non-accrued interim PML (for illness or injury) from the date of employment for the first twenty-six (26) pay periods; provided, however, that at the conclusion of the twenty-sixth (26th) pay period the interim PML shall terminate, including any unused amount. The total allowable interim PML for employees for work-related and non-work related illness/injury combined is forty (40) hours during the first year of employment.

Employees qualify for PML after completion of twenty-six (26) consecutive pay periods from the date of original appointment. Effective the first full pay period following ratification and approval by the City Council, employees shall be required to use accrued/banked paid leave for the first 120 hours of any absence for the illness or injury. Following the employee's use of accrued/banked paid leave for the first 120 hours, the City will cover the remaining time period in PML for the same illness or injury for the employee up to 90 calendar days of paid leave for the same illness or injury. After 90 calendar days, the employee shall be eligible to apply for Long Term Disability coverage provided pursuant to the City's insurance policy.

## **18.7 Compensatory Time Off**

An employee may select compensatory time off (CTO) in lieu of cash compensation for overtime required to be worked under Article 16.4.

Compensatory time shall accrue at the rate of time-and-one-half for each hour of overtime.

At any given time, an employee may not have a current CTO accrual balance of more than one hundred (100) hours.

Compensatory time off accruals of greater than sixty (60) hours shall be automatically cashed-out at the end of each payroll calendar year. At any time, an employee may at his or her election, cash out any compensatory time hours that he/she has in his/her compensatory time leave bank over 60 hours.

## **18.8 Accrued/Bank Leave usage**

All accrued/banked leave (including, for example, but not limited: Paid Time Off, Compensatory Time Off, Floating Holiday) may be used by an employee for



scheduled and unscheduled time off, consistent with the department and administrative policies for approval process.

## Article 19     ADDITIONAL BENEFITS

### 19.1   Workers' Compensation Benefits

#### a) Salary Continuation

Employees unable to work due to a qualified work-related injury shall be placed on workers' compensation leave (WC leave). During the first 60 days of such leave, employees will be entitled to receive two-thirds of their salary (untaxed income in accordance with state and federal law) as workers' compensation benefits and one-third of their salary (taxed income) through the City's salary continuation program. During this salary continuation period, employees shall receive the same benefits, service credit and seniority rights as they would if working. This salary continuation benefit is only available to employees who have completed 26 pay periods of service.

#### b) Waiting Period

There will be no waiting period before workers' compensation benefits or salary continuation begins for a qualified WC injury or illness.

#### c) Leave Supplement Option

From the 61st day and continuing on WC leave, the employee shall receive two-thirds of their salary as workers' compensation benefits paid by the City's third-party administrator. Salary continuation will cease, but employees shall have the option to use accrued/banked paid leave in order to receive their full salary. Employees shall not be required to use accrued/banked paid leave during this time. Employees who are out on a WC leave for more than 90 days will be placed on Long Term Disability (LTD) status and can apply for Long Term Disability insurance benefits. WC temporary disability benefits continue during this period.

#### d) Medical Appointment

If follow-up treatments and medical appointments are required to treat the work-related injury or illness after an employee returns to work from WC leave, the employee is entitled to use up to two hours of workers' compensation appointment leave (paid time) for each appointment. Such paid medical leave appointments shall be allowed until the employee is declared permanent and stationary by the treating physician. Once such designation has been made, the

employee will be required to use accrued/banked paid leave for any further medical appointments.

e) Health Benefits

During WC leave, health premiums are paid in the same manner as they are while the employee is working: one month in advance. If the employee is out for more than 60 days, the premium for days 61-90 would be covered from the prior month's premiums. After 90 days off work, when the employee is on LTD status, the employee will be on direct pay for health insurance.

f) Seniority

Employees will accrue full seniority for the first 90 days of WC leave regardless of whether they use accrued/banked paid leave to supplement WC benefits. After 90 days on WC leave, the accrual of seniority will cease as the employee would be on LTD.

g) CalPERS Service Credit

Employees will accrue service credit while on salary continuation during the first 60 days off work. Service credit is not accrued once salary continuation ends unless the employee opts to use accrued/banked paid leave. If the employee uses accrued/banked paid leave, service credit will only accrue for the actual accrued/banked paid leave hours used. However, CalPERS gives credit for a full year as long as the employee is in full paid status for 10 months of the fiscal year.

## 19.2 Tuition Reimbursement

Employees are eligible for tuition reimbursement as provided in the City's Administrative Policy, ~~except that the maximum amount allowable for books shall be \$100 per quarter or semester for courses directly related to the employee's present position or promotional position, and \$50 per quarter or semester for courses required for a related degree and shall be limited to a maximum reimbursement of \$1,500 per employee per fiscal year. Such reimbursement shall be provided according to the following criteria:~~

- ~~a) Courses, certificates or course taken towards a degree program directly related to present position or directly related to potential promotional position are reimbursable at 100% of the course cost.~~
- ~~b) Courses required for an Associate, Bachelor or Graduate degree program unrelated to the employee's present or potential promotional position are reimbursable at 50% of the course cost~~

No reduction of City services will result due to the tuition reimbursement program.

### **19.3 City-Wide Employee Emergency Leave Relief Fund**

The City-Wide Employee Emergency Leave Relief Fund is a program that allows an employee who has leave hours accrued, the opportunity to donate a portion of his/her accrued leave to benefit another employee needing paid emergency leave.

To benefit from this Fund, the receiving employee must be eligible to accrue City paid leave time, must have used all available accrued leave and must have a personal emergency that requires the employee to be on leave from work responsibilities to attend to the emergency.

As with any leave of absence, the absence must be pre-approved by the employee's management supervisor or his/her designee.

To receive relief hours from the Fund, the employee, a member of the family or a friend, must submit a written request to the City Manager or designee stating the hours needed and briefly explaining the circumstances of the emergency requiring use of hours from the Fund.

Rules and procedures defining the use of this Fund shall be promulgated by the City Manager or his/her designee. Any changes to the policy are subject to the meet and confer process.

### **19.4 Jackets-Water Pollution Control**

It is agreed that the City will provide ~~an~~2 insulated wind breaker-type jackets with a zipper front for employees in the Water Pollution Control Operator series and the Water Pollution Control Plant Maintenance Mechanic series. It is further understood that the employees will leave the jackets at the Water Pollution Control Plant when they are off duty.

### **19.5 Safety Footwear**

Each employee required by the City to wear safety footwear (see Exhibit D) shall be required to purchase and wear OSHA-approved safety footwear and shall receive an allowance for the purchase of such footwear. The Human Resources Department shall maintain the listing of eligible classifications/positions, and shall post the list on the City's intranet site. If an employee's manager determines that an employee who is not on the list should have safety footwear, the manager shall provide the information to the Human Resources Department, and if the Risk Manager approves, the employee shall promptly be added to the list.

The maximum allowance shall be two hundred and twenty-five dollars (\$225.00), and may be used for more than one pair of safety footwear. Effective the first full pay period in July following ratification and approval by the City Council, the amount shall be two hundred and seventy-five dollars (\$275.00). The amount shall be posted on the City's intranet site along with other employee benefits.

The allowance shall be paid at the end of the first full pay period in July of each year to those active employees in classes requiring safety footwear or for employees hired after that time, during the first full pay period of employment. Should an employee use accrued available leave time to extend the date of separation or retirement, and should the utilization of leave time cross July 1, the employee shall not receive any safety footwear allowance for the new fiscal year.

## **19.6 Tool Allowance**

Effective the first full pay period in July following ratification and approval by the City Council, the Lead Equipment Mechanic, Equipment Mechanic, Equipment Mechanic-In-Training and Fleet Services Coordinator classifications shall receive a tool allowance of \$450 per fiscal year. Such allowance represents the full compensation for tools, including replacement of lost or broken tools except that verified losses which would be subject of the City's property damage coverage such as losses from fire, break-in and/or theft, and vandalism are excluded from this limitation.

The allowance shall be paid at the end of the first full pay period in July of each year to those active employees in the classifications listed above, or for employees hired after that time, during the first full pay period of employment. Should an employee use accrued available leave time to extend the date of separation or retirement, and should the utilization of leave time cross July 1, the employee shall not receive any tool allowance for the new fiscal year.

Tool allowance will be reported as special compensation subject to CalPERS' determination.

This provision does not apply to Water Pollution Control Plant Mechanics.

The City shall provide a minimum set of tools for each of the employees in the classifications of Plant Mechanic and Senior Plant Mechanic employed at the Water Pollution Control Plant, as specified in Exhibit E.

## **19.7 Testing for City Vacancies**

Any employee represented by SEA/IFPTE Local 21, who desires to test for a position advertised and posted by the City, if such a position represents a promotion or lateral transfer, shall be entitled to time off without loss of pay for the period required to take any and all parts of the testing process. Each employee is allowed to exercise this prerogative twice per year, with as much advance notice to his/her

supervisor as possible. Employees who wish to participate in more than two testing processes shall be allowed to do so but shall be required to use accrued leave or take time off without pay to participate in the process.

## **19.8 Direct Deposit**

An employee may directly deposit all or a portion of his or her net pay to a bank of his or her choice via direct electronic paycheck deposit.

Each employee desiring this alternative must deliver a signed authorization to the Department of Human Resources requesting such electronic deposit. Along with the authorization requesting electronic deposit, the employee must also file a waiver prepared by the City stating that the employee knows the City cannot control and is not responsible for, the day upon which the employee's bank credits his or her account with the deposited funds.

The specific procedures for direct deposit shall be as set forth in the City's Administrative Policy.

## **19.9 Commuter Transportation Benefit**

The City shall provide a plan in accordance with the Internal Revenue Code Section 132(f) that provides an option for employees to pay for qualified work-related transportation expenses for mass transit, van pools, and parking on a pre-tax basis. The monthly election limit is regulated by the IRS. This benefit shall be cost neutral to the City.

## **19.10 Reimbursement Procedures**

If either the City or an employee finds an overpayment has occurred, for whatever reason, it is the responsibility of the person discovering the error to bring it to the attention of the other party immediately. The overpayment may be reimbursed over the same amount of time that the overpayment occurred, up to the maximum of one year.

Any employee who receives an amount annually that is designated for work-related attire or equipment that is individual-specific and not capable of being transferred to another employee, and who, having expended the amount received and acquiring and using the item, terminates employment, is not required to reimburse the City a pro-rata amount for the attire or equipment. Unexpended amounts are subject to return upon termination of employment.

## **19.11 Reporting of Special Compensation - Uniforms**

Each employee required by the City to wear a uniform, and who actually wears the uniform during works hours, shall receive a uniform in a manner determined by the



employee's department or division. A uniform is defined as clothing which is a ready substitute for personal attire the employee would otherwise have to acquire and maintain. This provision excludes items that are for personal health and safety.

A standardized value, as determined by the City and adjusted annually each fiscal year, for qualified uniforms shall be reported as "special compensation" as required by PERS procedures for employees in tier 1 and tier 2 as defined in Article 15 Retirement. The amount, not to exceed \$550 per fiscal year, shall be posted on the City's intranet site along with other employee benefits.

The City will utilize the April to April CPI-U for the San Francisco Bay Area (San Francisco-Oakland-~~San Jose~~Hayward), and multiply that number ~~times by~~ the current amount reported as special compensation for uniforms ~~in order~~ to establish the amount for the next fiscal year. The new amount will be reported to CalPERS beginning the pay period that includes July 1 in accordance with CalPERS requirements.

## Article 20 WORKING CONDITIONS

### 20.1 Work Schedules

Individual departments or divisions must adhere to City-wide policies for non-shift personnel. These departments and divisions may not adopt or impose processes or procedures concerning work schedules, other than those related to business necessity and/or job-site safety, which are more stringent than those set forth in City-wide rules and regulations, unless the process or procedure was subject to SEA/IFPTE Local 21 comment before adoption.

An employee(s) may request an alternative work schedule(s) based on the guidelines found in the City's Administrative Policy related to Work Schedules.

This policy specifically allows the establishment of alternative work schedules, including flextime schedules. It also requires that the City establish schedules that are attentive to the needs of individual employees while also assuring prompt, efficient and cost effective public service.

In addition to the present provisions for special schedules for individual employees, the following provisions are made for special schedules for shift personnel at the Water Pollution Control Plant:

A special schedule of varying hours in a bi-weekly pay period may be implemented for all shift personnel (Senior Water Pollution Control Operators, Water Pollution Control Operators, and Operators in Training) upon approval of two thirds (2/3) of the work group, the Department Director and the City Manager.

A special work schedule implemented according to the above procedure may be terminated at the end of a pay period by the City Manager, the Department Director, or upon 2/3 vote of the affected shift personnel upon three (3) weeks written notice to each other.

The City agrees to consider the needs and desires of employees requesting a special schedule. If the City denies a request for a special schedule, then the City will give the employee(s) the reasons for the denial in writing.

## **20.2 Promotional Exams**

The department with an opening shall have the ability to interview and to appoint from among all of the applicants on the Eligible List consistent with the City's applicable Civil Service Rules. In this regard, the following provisions will apply:

For a City-wide promotional, the department may interview as many or as few candidates on the eligible list as it desires.

For a City-wide transfer, the department may interview as many or as few candidates on the eligible list as it desires.

For an open and competitive recruitment, the department may interview as many or as few candidates on the eligible list as it desires.

When the City conducts a City-wide promotional or transfer and an open and competitive recruitment for the same classification, regardless of how many candidates the department otherwise desires to interview pursuant to this Article, it shall interview SEA/IFPTE Local 21 employees who are within the top five candidates on the eligible list.

The parties affirm and accept the City Charter merit system principle.

## **20.3 Reclassification**

An employee may submit a request for a reclassification of his or her job to the Department of Human Resources and to his or her supervisor between February 1<sup>st</sup> and March 15<sup>th</sup> of each year.

Such request shall be processed through the employee's department and submitted to the Department of Human Resources.

Human Resources may decline a request for a study that has been previously reviewed within the past 24 months, unless the employee justifies such new request.

All reclassification submissions and notifications must comply with the timetable indicated below:

<b>Reclassification Requests</b>	<b>Final Filing Date for Department to submit to Human Resources</b>	<b>Final Date for Written Notifications Declining Requests</b>	<b>Completion Date</b>
Request submitted between February 1 <sup>st</sup> and March 15 <sup>th</sup>	March 31 <sup>st</sup> of same year	No later than June 30 <sup>th</sup> of the same year	9 months after submission date of request

Once the study is completed, if the City denies the reclassification of the employee's job, then the City shall give the employee the reasons for the denial in writing.

Once the study is completed, if the City reclassifies the job, and the employee who submitted the request was eligible to be promoted when the request was filed, the employee shall be appointed to the new position effective the first day of the pay period following the pay period in which the reclassification study was completed and approved. Upon completion of the study, if the employee is not eligible to be promoted, then the appointment shall be effective when the employee becomes eligible.

Change in status will not be implemented retroactively.

## **20.4 Reduction In Force**

If the City implements a reduction-in-force that affects employees in this Unit, it will be administered pursuant to the City's Administrative Policy related to Reduction in Force, consistent with the following concepts:

### **SENIORITY:**

Seniority is determined by total pay periods of service with the City, regardless of classification in which employed.

### **BUMPING:**

Employees identified for layoff shall have bumping rights to their current or previously held classification within the Unit based on seniority as defined above.

Employees wishing to bump must exercise these rights within seven (7) calendar days after receiving written notification of the layoff, otherwise the bumping rights shall automatically terminate.

Employees must meet the minimum qualifications for the classification and possess the knowledge, skills, and abilities to perform the duties and responsibilities of the specific position.

When the City determines that it must implement a reduction-in-force that affects employees in the Unit, the City shall give the ~~Association~~Union reasonable advance notice.

Notice to the employee shall be in writing thirty (30) calendar days prior to the effective date of the layoff.

## **20.5 Health and Safety**

City will send the ~~Association~~Union a copy of the minutes of the City Safety Committee after each meeting.

City shall make available applicable Material Data Safety Sheet available to affected employees, and provide training so employees will be able to read and interpret these data sheets as required by CalOSHA.

An employee designated by the ~~Association~~Union shall be a member of the City-wide Safety Committee, if the ~~Association~~Union so designates.

## **20.6 Job Sharing**

If requested, the City and the ~~Association~~Union shall meet and confer to discuss and implement a job sharing program. The ~~Association~~Union understands such discussions may have an impact on another City represented bargaining unit and those unit representatives may need to be consulted prior to any program implementation.

## **20.7 Job-Related Work**

Employees shall not be required to do job-related work during break periods. "Job-related work" includes any work set forth in a job description, stated as a component part of a job evaluation, or any work directed to be done by a supervisor or manager.

## **20.8 Grievance Procedure**

### **a) Definitions**

Grievance: A grievance is an alleged misapplication of a specific provision of this MOU, or of a specific provision of the Administrative Policy Manual, City Ordinance, or City Code, or departmental policies, rules or regulations, covering wages, hours or other terms or conditions of employment, which alleged

misapplication adversely effects the grievant. The content of Employee Performance Audits or disciplinary actions are only appealable as provided in Article F.9 - Disciplinary Appeal Procedure.

Written Grievance: A written grievance is a grievance, as defined above, which has been reduced to writing on a form provided by the City and which shall include the grievant's name, classification, department, immediate supervisor's name; representative's name, if any; the specific section of the MOU, ordinance or code alleged to have been misapplied; a specific description of the alleged grievance with the circumstances supporting the grievant's allegation; and the specific remedy requested to resolve the grievance.

Grievant: A grievant is an employee, a group of employees or the ~~Association~~Union. A grievant may file a grievance as defined above. Alleged misapplications which affected more than one employee in a substantially similar manner may, by mutual agreement, be consolidated as a group grievance and thereafter represented by a single grievant.

Work day is defined as Monday through Friday exclusive of holidays.

b) Process

Unwritten Grievance. The grievant shall orally discuss his/her grievance with his/her immediate supervisor in an attempt to resolve the grievance.

The supervisor shall give an oral response to the employee within seven (7) work days of the issue being raised by the employee.

Written Grievance.

Level 1

If the grievant is not satisfied with the resolution proposed at the unwritten level, he/she may, within thirty (30) calendar days from the event giving rise to a grievance or from the date the employee could reasonably have been expected to have had knowledge of such event, file a formal written grievance with his/her program manager on a form prepared and supplied by the City. The program manager shall, within seven (7) workdays from the receipt of the grievance, meet with the grievant and give a written response to the grievant on the original grievance form.

Level 2

If the grievant is not satisfied with the written response from his/her program manager, the grievant may, within seven (7) workdays from the receipt of such response, file a grievance with the division-level manager. Within seven (7) workdays of receipt of the written appeal, such manager shall investigate the



grievance, which shall include a meeting with the grievant, and give a written response to the grievant on the original form.

#### Level 3

If the grievant is not satisfied with the written response from his/her division-level manager, the grievant may, within seven (7) work days from the receipt of the response, appeal the grievance to the Department Director. Within seven (7) work days of receipt of the written appeal, the Department Director or designee shall investigate the grievance, which may include a meeting with the grievant, and give a written response to the grievant on the original grievance form.

#### Level 4

If the grievant is not satisfied with the written response from the Department Director, the grievant may, within seven (7) work days from the receipt of the response, file a written appeal to the City Manager or designee. Within ten (10) work days of receipt of the written appeal, the City Manager or designee shall investigate the grievance, which shall include a meeting with the grievant, and give a written response to the grievant, which answer shall be final and binding, except as provided in Article 20.11 - Arbitration.

### c) General Provisions

The time limits set forth herein above are to be strictly followed. Time limits may be waived only by written agreement signed by the parties.

If a grievant fails to carry his/her grievance forward to the next level within the prescribed time period, the grievance shall be considered settled.

If the original grievance is modified at any step, it shall be considered a new grievance and must be re-filed, treated as a new grievance and subject to all procedural considerations, unless modified in writing by mutual consent of the parties.

If a supervisor or manager fails to respond with an answer within the given time period, the grievant may appeal to the next higher level.

The grievant may be represented by a person of his/her choice at any formal level of this procedure.

Formal levels may be waived by mutual written consent of the parties.

If the grievant is not represented by the ~~Association~~Union, the ~~Association~~Union shall be notified of a settlement proposed at any written level of the procedure which is acceptable to both the grievant and the City prior to the settlement being finalized. The purpose of this step is to allow the ~~Association~~Union to state its position for the record. If the ~~Association~~Union does not provide a written

response within seven (7) work days after notification, such opportunity to respond shall be considered waived, and the proposed settlement shall be implemented and the matter closed. If a timely response is made, the City's representative shall give full consideration to the ~~Association~~Union's position prior to settlement of the grievance.

By mutual agreement of the parties, a grievance may revert to a previous level of the procedure.

d) Grievance Representative

There shall be a reasonable number of Grievance Representatives in this Unit.

At the request of the grievant, the grievant may be represented by a Grievance Representative.

In instances where the designated Grievance Representative is unable to represent a grievant, the President shall represent the grievant or designate a representative who is on the current list as provided below, to act as a substitute.

Both the Grievance Representative and either the ~~Association~~Union President or Vice-President will be allowed to represent at Level 2 or higher.

A Grievance Representative shall be granted reasonable release time to investigate and/or prepare for a grievance procedure and to attend a formal grievance hearing. A Grievance Representative shall be granted reasonable release time to attend an investigative meeting and to act on behalf of an employee facing possible disciplinary action.

A Grievance Representative desiring to leave his/her work location to process a grievance shall first obtain permission from his/her immediate supervisor. Release from work shall be made as soon as practical.

A Grievance Representative desiring to enter the work location of a grievant to process a grievance shall first obtain permission from the grievant's supervisor. Permission to enter shall be made as soon as practical.

The ~~Association~~Union agrees that whenever a Grievance Representative is involved in grievance activities listed in this Section during working hours, only that amount of time necessary to bring about a prompt disposition of the matter will be utilized.

The ~~Association~~Union shall give the Human Resources Director or designee a list of the names of employees selected as Grievance Representatives, and will immediately notify the Department of Human Resources of any changes.

Only those employees whose names are on the current list shall be granted release time to serve as a Grievance Representative.

## **20.9 Disciplinary Appeal Procedure**

If an employee is to be suspended, demoted, dismissed or have his/her salary reduced, he/she shall:

Receive written notice of the proposed action stating the date it is intended to become effective and the specific grounds and particular facts upon which the action is based;

Receive copies of any known written materials, reports or other documents upon which the action is based;

Be accorded the right to respond in writing within a reasonable period of time to the proposed charges;

Also, be accorded the right to meet within a reasonable period of time with a manager who has the authority to recommend modification or elimination of the proposed disciplinary action; and

The employee shall be given the manager's written decision within a reasonable period of time.

Employees holding a regular appointment who are suspended, demoted, reclassified, dismissed or have a salary reduction shall be entitled to be heard before the Personnel Board at a duly constituted meeting in accordance with the following procedure:

A written request to the Board must be filed through the Department of Human Resources within fourteen (14) calendar days from the effective date of the action from which the employee seeks exception.

Within twenty-one (21) calendar days after the proper filing of written request for a hearing, the Personnel Board shall commence a hearing following any review of the action and complaint deemed necessary.

The hearing before the Personnel Board may be public or private at the option of the employee, and the employee may be represented by legal or other council; however, the hearing shall be informal in substance and the rules of evidence prescribed for duly constituted courts shall not apply.

The Personnel Board shall, within fourteen (14) calendar days of the aforementioned hearing, render its decision in writing, and the Secretary

shall direct copies thereof to the City Manager, the City Clerk and the employee requesting said hearing.

The decision of the Personnel Board may sustain, revoke, or modify the reclassification, suspension, demotion, salary reduction or dismissal and shall be final and conclusive in all respects and shall not be subject to appeal except as allowed by law.

In the event the Personnel Board revokes or modifies a reclassification, suspension, demotion, salary reduction or dismissal and orders the employee reinstated to the former position, it may direct the payment of salary to the employee for the period of time the Personnel Board finds the suspension, reclassification, demotion, salary reduction or dismissal was improperly in effect.

Discipline shall only be taken for just cause.

## **20.10 Selection Appeal Procedure**

A Unit member who is not selected to fill a vacant position may request a meeting with a representative of the City's Human Resources Department to receive feedback concerning the employee's performance in the recruitment process. The purpose of this meeting is to enlighten the employee about his/her strengths and weaknesses for future opportunities within the City.

## **20.11 Arbitration**

If a grievance has been properly processed through Article 20.8 - Grievance Procedure, and has not been resolved, and the original grievance is an alleged misapplication of a specific provision of this MOU which adversely affects the grievant, then the grievant, through the ~~Association~~Union, may appeal the grievance to Arbitration.

To request Arbitration, the appeal must be filed with the Director of Human Resources or designee within ten (10) days of receipt of an answer at Level 4, or ten (10) days from the last day an answer was possible at Level 4 of Article 20.8 - Grievance Procedure.

The parties may mutually agree upon the selection of the arbitrator or shall jointly request the State of California Mediation and Conciliation Service to provide a list of seven (7) names of persons qualified to act as arbitrators.

Within ten (10) days following receipt of the above-referenced list, the parties shall meet to select the arbitrator. The right to strike the first name shall be determined by lot, and the parties shall alternately strike one name from the list until only one (1) name remains, and that person shall be the arbitrator.

Within twenty (20) days following the receipt of the notice of appeal to arbitration, a meeting shall be arranged by the Director of Human Resources or designee with the employee and appropriate ~~Association~~Union representative to prepare a joint statement of the issue(s) to be presented to the arbitrator. If the parties are unable to agree upon the issue(s), each party will prepare its statement of the issue(s) to be presented to the arbitrator.

The arbitrator shall hold a hearing on the issue(s) jointly submitted, or as determined by the arbitrator if the parties have not mutually agreed upon the issue(s), and, within 30 calendar days of the hearing, render a written decision with reasons for the decision.

Unless the parties mutually agree, there shall be no post hearing briefs. The parties shall present oral argument immediately upon close of the presentation of evidence. However, in the situation of multiple day hearings broken by days or weeks, or of a complex case, a party may request of the arbitrator the right to submit a post-hearing brief.

Each of the parties shall pay for the time and expenses of its representatives and witnesses through all stages of the arbitration and shall contribute equally to the fees and expenses of the arbitrator and court reporter, if any. A reasonable number of City employee witnesses will be provided release time for necessary testimony.

The parties agree that the arbitrator shall not add to, subtract from, change or modify any provision of this Agreement and shall be authorized only to apply existing provisions of this Agreement to the specific facts involved and to interpret only applicable provisions of this Agreement and applicable provisions of the law.

The decision of the arbitrator shall be final and binding.

The arbitrator's award is subject to the California Arbitration Act, by petition of either side, pursuant to C.C.P. Sections 1280, et seq.

## **20.12 Appeal Procedure Waiver**

The ~~Association~~Union agrees that the procedures set forth in this Agreement are the only grievance and appeal procedures available to the employees it represents and that any appeal rights found elsewhere within City Codes, Ordinances or Resolutions are waived. The sole exception to this waiver is the Impasse Procedure, which is still applicable as a dispute resolution procedure available during the meet and confer process.

## **Article 21     ~~ASSOCIATION~~UNION PROVISIONS**



## 21.1 Bulletin Boards

The ~~Association~~Union shall have the use of designated bulletin board space to post material related to ~~Association~~Union business.

The City shall determine the placement of bulletin boards and the portion of the board to be made available to the ~~Association~~Union.

The ~~Association~~Union shall remove posted material after it has served its purpose, usually within 30 days.

The ~~Association~~Union agrees that nothing of a libelous, obscene, defamatory, or of a partisan political nature, shall be posted.

The ~~Association~~Union agrees that this Article provides the right to post materials only on designated bulletin boards.

Any material posted in violation of this Article may be removed by the management representative designated for a particular bulletin board. If material is removed, the City shall notify the ~~Association~~Union in writing of the removal and the reasons therefore.

## 21.2 Use of City Facilities and Equipment

The ~~Association~~Union may be granted the use of City facilities subject to the following conditions:

- the meeting is during non-work hours;
- the meeting is for City employees;
- the meeting is not for organizing activities;
- the meeting is not for a membership drive;
- the ~~Association~~Union makes a written request at least 24 hours in advance of the day it- wants to use the facility, and stating the purpose of the meeting; and space is available.

The parties agree the City has the right to assess reasonable charges for the use of such facilities.

Use of City equipment, other than items normally used in the conduct of such business meetings, such as desks, chairs, and black/whiteboards, is strictly prohibited, the presence of such equipment in approved City facilities notwithstanding.

The ~~Association~~Union may use the City's email system and interoffice mail system outside of work hours to post notices and results of elections, appointments of

officers, to schedule and post notices of meetings, and to post notices of recreational, social and other organization events. Per Municipal Code Section 2.24.100, employees may only review and respond to such notices during non-work times.

In those instances where the City initiates contact with the Association Union and requires a response with less than a five-day turn-around time, the Association Union officers are authorized to communicate with members by e-mail or interoffice mail.

### **21.3 Conference Attendance**

Association Union representatives shall be allowed to use a total of 80 hours of unpaid leave per calendar year to attend training sessions, conferences and other association Union activities. The use of the 80 hours may be divided among no more than eight different Association Union representatives each year. The Association Union shall provide the City with a list of which Association Union representatives are eligible by January 15 of each year and shall notify the City immediately of any changes in the list.

To receive unpaid leave the employees must first receive approval for the time off from their department director by completing the City's Leave Request Form.

Such time off shall not be considered time worked, but shall not be considered a break in service.

### **21.4 Dues Deduction**

~~Association dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with applicable state law, bi-weekly by the City from the salary of each employee who files with the City a written request that such deduction be made on their behalf.~~

a) Upon receipt of request from SEA/IFPTE Local 21, the City will deduct the appropriate dues or fees from the employee's pay, as established and as may be changed from time to time by SEA/IFPTE Local 21 and remit such dues or fees to SEA/IFPTE Local 21. Such deduction will continue until the City is provided notice by SEA/IFPTE Local 21 to cease dues deductions for a specified employee.

a)b) Remittance of the aggregate amount of all deductions made pursuant to this Article shall be made to the Association Union by the City within thirty (30) days after such deductions are made.

### **21.5—Agency Shop**

~~a) Except as provided otherwise in this Article, employees shall become and remain members of the Association or shall pay to the Association a service fee in lieu thereof.~~

~~b~~c) Waiver of Election for Newly-Represented Employees

The addition of classifications and/or employees to the Unit shall not require an election for the application of provisions in this section.~~this Agency Shop provision to such classifications and/or employees.~~

~~c~~) Implementation

- ~~1) All SEA-represented employees must either join the Association, pay a service fee to the Association or execute a written declaration claiming a religious exemption from this requirement.~~
- ~~2) Any SEA-represented employee hired by the City shall be provided through the Department of Human Resources a notice advising that the City has entered into an Agency Shop agreement with the Association.~~
- ~~3) Such notice shall include a form for the employee's signature authorizing payroll deduction of the Association dues or a service fee, or to request an exemption and to authorize the appropriate charitable contribution in lieu of Association membership or service fee payment (see "religious exemption" below). The City will initiate payroll deduction for service fees immediately upon hire. The City will initiate payroll deduction for Association dues or charitable contribution in the first full pay period following the Department of Human Resources receipt of the employee's authorization form.~~

~~d~~) Religious Exemption

- ~~1) Any SEA-represented employee who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization shall be permitted, upon presentation of verification of active membership in such religion, body or sect to, make a charitable contribution equal to the service fee in lieu of Association Membership or service fee payment.~~
- ~~2) Declarations of, or applications for, religious exemption and any supporting documentation shall be forwarded to the Association within ten (10) work days of receipt by the City. The Association shall have ten (10) work days after receipt of a request for religious exemption to challenge any exemption granted by the City Manager or his/her designee. If challenged, the deduction to the charity of the employee's choice shall be placed in an Association holding account pending resolution of the challenge.~~

**ed) Payroll Deductions and Pay-Over**

- 1) The effective date of dues, ~~service fee deductions or charitable contributions~~ shall be the next full pay period after receipt by the Human Resources Department of the authorization form from SEA/IFPTE Local 21.
- ~~2) Charitable deduction shall only be by regular payroll deduction. For purposes of this Article, charitable deduction means a contribution to one of the federations and/or entities within a federation to which the City has established payroll deductions under the Citywide Giving Campaign. These federations shall be exempt from taxation under 501(c)(3) of the Internal Revenue Code.~~
- ~~3) The employee's earnings must be sufficient, after other legal and required deductions are made, to cover the amount of the dues or service fees authorized. All legal and required deductions have priority over AssociationUnion dues and service fees.~~
- ~~4) When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings.~~
- ~~5) In the case of an employee who is in a non-pay status during only part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made.~~
- ~~6) The City shall promptly pay to the designated payee all sums so deducted.~~

**~~f) Reports~~**

- ~~1) The City shall provide biannually a list of all SEA-represented employees making charitable deductions pursuant to a religious exemption as described herein.~~
  - ~~2) The Association shall annually submit copies of a financial report similar to that required by the Labor-Management Disclosure Act of 1959, to the City's Department of Human Resources. Copies of such reports shall be available to employees, subject to the Agency Shop requirements of this Section, at the offices of the Association. Failure to file such a report within sixty (60) days of the close of the calendar year shall result in the termination of all agency fee deductions, without jeopardy to any employee, until such report is filed.~~
- ge)** If, during the term of this MOU, the AssociationUnion establishes a Political Action Committee Fund, as soon as administratively possible the City shall deduct contributions that are permitted by state and federal law from the salary of each employee who files with the City-Union a written request that such deduction be made on their behalf.

~~h~~f) Hold Harmless

The ~~Association~~Union shall indemnify and hold harmless the City, its officers, and employees from any and all claims, demands, suits, or any other action arising from the Agency Shop and Political Action Committee provisions herein. In no event shall the City be required to pay from its own funds ~~Association~~Union dues, service fees or charitable contributions which the employee was obligated to pay, but failed to pay, regardless of the reason(s).

~~i~~g) Job Announcements

Job announcements for positions covered by this Agreement will incorporate the requirements of this Article ~~as a condition of employment.~~

~~j~~h) Enforcement

Nothing herein shall require the City to take disciplinary action against any employee who fails to comply with the provisions of this Article.

~~k~~i) Term

~~Agency fee obligations, including, but not limited to, D~~dues ~~or agency fee~~ deductions on behalf of a recognized employee organization, shall continue in effect as long as the employee organization is the recognized bargaining representative, notwithstanding the expiration of any agreement between the public employer and the recognized employee organization.

## **21.65 New Employee Orientation**

~~The Association may prepare a new employee information packet which shall be given by the City to appropriate employees during the Department of Human Resources orientation of new employees. The City shall provide the Union written notice of, and access to, new employee orientation/onboarding meetings and information as set forth in this section.~~

~~a) Notice: The City shall provide at least 10 days' written notice, by email to addresses that the Union shall provide to the City, of all new employee orientation meetings, whether the orientation takes place in person, online, or through any other medium in which City personnel advise one or more newly-hired employees in a SEA/IFPTE Local 21-represented bargaining unit ("new employees") of information regarding employment status, rights, benefits, duties, responsibilities, or any other employment-related matters. The City typically conducts new employee orientation meetings once per quarter. This section does not apply to intake meetings with Human Resources on the employee's first day of employment.~~



b) Access: At all orientation/onboarding meetings as defined above, the Union shall be afforded thirty (30) minutes to meet privately with, and provide materials and information to, all SEA/IFPTE Local 21-represented new employees who are present, without management personnel or any other persons present. These thirty-minute sessions shall be part of the regular standing orientation agenda and shall not infringe upon new employees' meal or break times. Up to two of the Union's representatives may be bargaining unit members, and any such bargaining unit members shall be authorized release time in accordance with the provisions of this MOU.

c) Alternate Process for New Employees Whose Onboarding in One-on-One or Otherwise Not at a Group Meeting: To the extent that a new employee's onboarding/orientation process is individualized for that new employee, and/or to the extent that a new employee for any reason does not within 90 days of beginning work attend a group orientation/onboarding meeting satisfying parts a) and b) above, the following alternate provisions shall apply in lieu of parts a) and b):

1. The Union shall notify the new employee and Human Resources of a proposed thirty-minute time slot, during normal working hours, for up to two Union representatives to meet privately with, and provide materials and information to, the new employee, without management personnel or any other persons present. Union may have individual meetings with new employees within 10 days of start date if there is no New Employees Orientation scheduled within this time period.
2. One of the Union's representatives may be a bargaining unit member, and any such bargaining unit member shall be authorized release time in accordance with the provisions of this MOU.
3. For reasons of operational necessity only, the City may notify the Union that the proposed time is unworkable and that the Union must propose an alternate time.

d) Information Exchange: Within thirty (30) days of hiring an employee, or by the first pay period of the month following hire, the City will provide IFPTE Local 21 with the below listed information in a digital or other usable data format such as Excel, CSV, or TSV:

1. Name
2. Job Title
3. Department
4. Work Location
5. Telephone Number(s) (work, home, and personal cellular)
6. Personal email addresses on file with employer
7. Home Address of the new hire

Similarly, the City will also provide the Union with the above detailed information for all employees within the Bargaining Unit at least every one

hundred and twenty (120) calendar days in a digital format such as Excel, CSV, or TSV.

## **21.76 Release Time for ~~Association~~Union Business**

- a) ~~Association~~Union Representatives shall be allowed reasonable release time away from work with pay during regular work hours for the following matters:
  - i. Represent an employee of the ~~Association~~Union on grievances, disciplinary, or matters within the scope of representation
  - ii. Attend mutually agreed upon meetings with the City
  - iii. Participate in labor negotiations of a successor Memorandum of Understanding
- b) There shall be a reasonable number of ~~association~~Union representatives in this Unit. The ~~Association~~Union shall make its best effort to designate different ~~association~~Union representatives to attend ~~association~~Union business.
- c) The ~~Association~~Union shall provide a list of designated ~~association~~Union representatives to the Director of Human Resources on an annual basis upon ~~association~~Union election, and shall notify the Director of Human Resources when changes occur.
- d) The number of ~~association~~Union representatives who will be allowed reasonable release time shall not exceed the followings:
  - i. 1 ~~association~~Union representative for the purpose of representing employees, or grievance as provided in Article 20.8.
  - ii. 3 ~~association~~Union representatives for the purpose of attending mutually agreed upon meetings with the City.
  - iii. 5 ~~association~~Union representatives for the purpose of labor negotiations of a successor MOU.
  - iv. Where circumstances warrant, the Director of Human Resources may approve the attendance of 1 additional person at meetings with the City and labor negotiations.
- e) Use of release time:
  - i. It is recognized that performance of the employee's job duties come first. The use of release time shall be reasonable, and shall not unduly interfere with work load and job requirements as determined by the City.
  - ii. ~~Association~~Union representatives shall notify their managers for release time at least 2 working days prior to the scheduled meetings, except in those cases involving an unforeseeable circumstance that requires immediate ~~association~~Union representatives where advance notice cannot be given.
  - iii. Approval must be first obtained from the department director or designee, prior to ~~association~~Union representatives leaving their assignment to attend the schedule meetings.

- iv. Should an employee desire to use personal time to conduct ~~association~~Union business, the employee shall follow the City's Administrative Policy on leave request.
- f) Labor negotiation preparation:
  - i. Members of the SEA/~~IFPTE Local 21~~ negotiating team shall be released from work duties for up to a total of two (2) hours either prior to or after each meeting scheduled for the purpose of meeting and conferring on a new Memorandum of Understanding.
- g) All release time during regular work hours shall be reported on time card by using a specific pay code provided by the Department of Finance.
- h) Travel time is included within the reasonable release time.

## **21.87 ~~Association~~Union/Management Problem Solving Committee**

The parties agree that regular meetings to explore mutual problems will be beneficial to the relationship between the City and the ~~Association~~Union. To promote a problem-solving approach, the parties agree that decision making shall be by consensus. For these purposes, consensus means that no meeting participant objects to a decision or course of action under consideration by the group.

Consequently the parties agree to meet as needed to discuss any issue concerning the rights of either party or the relationship between the City and the ~~Association~~Union or the City and employees the ~~Association~~Union represents. The purpose of the meetings is to exchange information and to solve problems

The parties agree that such meetings shall not be negotiations and therefore the results of the meetings shall not be binding on the parties unless they develop and execute a document that memorializes their results.

Each of the parties will have three (3) representatives plus additional people as reasonably needed for a specific topic. ~~Association~~Union representatives shall receive reasonable release time to participate in these meetings.

To promote the objectives of this process, the parties agree to focus on the problem under consideration and to attempt to develop a consensus solution for each problem discussed by the group. Further, to promote the objectives of this process, the parties agree to refrain from negatively characterizing the participation, ideas or approach of the other party to people outside the meeting.

The following basic concepts shall be adhered to:

- Each party will appointment a mutually agreed upon number of participants.
- Agendas will be jointly set and minutes kept.

- Effort will be made to include key policy decision makers.
- Committee may appoint sub-committees to study major issues and report back to the Problem Solving Committee with recommendations for resolution.
- A collective Problem Solving Committee proposal, when appropriate, will be submitted to each party's principals for consideration.

## Article 22 PAYDAY

Pursuant to the City's Compensation Policy, payday is normally on the Thursday following the end of the pay period, but may deviate because of a holiday in the pay period or due to an emergency. It is understood that at such time that the payday is changed City-wide, such change shall be applied to the ~~Association~~Union with one month notice.

## Article 23 HRIS/FINANCIAL SYSTEM

The City contemplates implementing a new HRIS / Financial System during the term of this MOU. Accordingly, the parties agree to re-open MOU terms, as necessary, in order to implement any new system. The City agrees that the re-opener negotiations will not result in any material diminution in compensation.

## Article 24 TERM LIMITED EMPLOYMENT

- a) Term Limited appointments are designed for limited duration projects, and shall not be used to displace regular bargaining unit represented positions. There shall be no adverse effect on the bargaining units, as all bargaining unit members shall continue to receive full protections under existing MOUs. The intent behind Term Limited positions is to avoid layoffs – i.e., avoid hiring and then laying off employees retained to perform work of a limited duration. The assignment of regular employees to perform work related to the limited duration project with Term Limited employees used to provide backfill for the work of regular employees shall not be considered displacement of regular bargaining unit represented positions.
- b) Term Limited appointments are different from Grant Funded employment as described in Salary Resolution Article 7.170, in that Term Limited appointments shall be tied to a budget for a specific project or projects of limited anticipated duration.
- c) Term Limited appointments must be approved by the City Manager.
- d) Term Limited appointments are “at-will” and may be terminated at any time with or without cause. Further, the City has the authority to terminate employment at the

completion of the specified term, or prior to the specified term due to lack of funding or other budgetary constraints, or lack of work.

- e) Term Limited appointments shall specify their duration, and shall not exceed two years, except under special circumstances approved by the City Manager, in which case the term may be extended by no more than 1 year. Such positions are not intended to replace regular, budgeted positions. Duration in position is counted from hire date and is not based on work hours.
- f) Term Limited positions shall be subject to membership in the applicable bargaining unit and shall receive the full benefits applicable to their bargaining unit, except as limited by their “at-will” status.
- g) Prospective employees shall be informed of the duration of the appointment in the job announcement and at the time of employment, and shall be advised of and acknowledge in writing the impact of the Term Limited status, including that the City has the authority to terminate employment at the completion of the term, or prior to the specified term due to lack of funding or other budgetary constraints, or lack of work. Prospective employees shall also be advised of and acknowledge in writing their status as at-will employees and the City’s ability to terminate their employment for any reason with or without cause.
- h) At the request of any bargaining unit, the City will meet with bargaining unit representatives no less than twice a year to hear and resolve any concerns about the Term Limited program.

There shall be no more than twenty-seven (27) Term Limited employees in the SEA/IFPTE Local 21 bargaining unit. However, a regular SEA/IFPTE Local 21 employee in an out of class assignment (either within or outside of the bargaining unit) shall not count against the twenty-seven (27).

Any disputes regarding this provision before or during the term of the successor MOU shall be subject to mediation/arbitration before Norman Brand. After expiration of the MOU, these provisions shall be subject to the normal grievance procedures in the MOU.

This document sets forth the full agreement of the parties; anything that is not included in this writing is not part of the agreement.



City of Sunnyvale

Sunnyvale Employees'  
Association /IFPTE Local 21

~~Deanna J. Santana~~ Kent Steffens, City  
Manager

~~John Simontacchi~~ Edith Alanis,  
SEA /IFPTE Local 21 President

~~Teri Silva~~ Tina Murphy, Director of  
Human Resources

~~Sharon Rogers~~ Martin Schmidt,  
SEA /IFPTE Local 21 Vice President

Pamela Dunn, SEA Secretary Lamoin  
Werlein-Jaen, IFPTE Local 21  
Representative

Martin Schmidt, SEA Negotiations  
Team Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Exhibit A – Classifications Represented by the Sunnyvale Employees’ Association /IFPTE Local 21**

Job Code	Classification	Pay Range
1000	Accountant	101
6800	Accounting Technician	646
1100	Administrative Aide	104
1102	Administrative Aide – Employment Development	104
<del>1150</del>	<del>Administrative Aide – Grant Compliance Coordinator</del>	<del>104</del>
1250	Administrative Analyst	630
2170	Animal Control Officer	106
<del>6750</del>	<del>Assistant Buyer</del>	<del>145</del>
5015	Assistant Golf Professional	665
1251	Assistant Planner	126
1200	Associate Planner	107
1205	Automotive Shop Attendant	669
4001	Building Inspector <del>I1</del>	702
4000	Building Inspector <del>H2</del>	111
2501	Business Liaison	124
<del>6750</del>	<del>Assistant Buyer 1</del>	<del>145</del>
2000	Buyer <del>2</del>	112
2500	Career Advisor	124
1400	Civil Engineer	116
6805	Collections Specialist	646
2351	Community Services Coordinator <del>I1</del>	164
2300	Community Services Coordinator <del>H2</del>	628
2150	Community Services Officer	106
5753	Cross Connection Control Specialist	186
6675	Customer Service Representative	648
2460	Deputy City Clerk	637
<del>2650</del>	<del>Ed. Information Systems Analyst</del>	<del>108</del>
2160	Emergency Management Coordinator	106
<del>2480</del>	<del>Emergency Medical Services Coordinator</del>	<del>674</del>
<del>2650</del>	<del>Employment &amp; Development Information Systems Analyst</del>	<del>108</del>
1160	Employment Training Program Coordinator	611
<del>2480</del>	<del>EMS Coordinator</del>	<del>674</del>
1500	Engineering Assistant <del>I1</del>	117
1410	Engineering Assistant <del>H2</del>	660
4900	Environmental Chemist <del>I1</del>	196
1351	Environmental Chemist <del>H2</del>	100
1350	Environmental Compliance Inspector	135
1840	Environmental Engineering Coordinator	168
<del>2320</del>	<del>Environmental Programs Specialist 1</del>	<del>220</del>
<del>2321</del>	<del>Environmental Programs Specialist 2</del>	<del>221</del>

Job Code	Classification	Pay Range
5050	Equipment Mechanic	128
7100	Equipment Mechanic-in-Training	129
5310	Facilities Technician <del>I</del> <u>1</u>	680
5315	Facilities Technician <del>H</del> <u>2</u>	681
5320	Facilities Technician <del>H</del> <u>3</u>	682
5300	Facility Attendant <del>I</del> <u>1</u>	670
5301	Facility Attendant <del>H</del> <u>2</u>	671
6830	Finance Analyst <del>I</del> <u>1</u>	692
6840	Finance Analyst <del>H</del> <u>2</u>	693
6875	Finance Technician	677
4460	Fire Prevention <del>Specialist I</del> <u>Inspector 1</u>	617
4461	Fire Prevention <del>Specialist H</del> <u>Inspector 2</u>	106
<del>4480</del>	<del>Fire Protection Engineer</del>	<del>652</del>
<del>4481</del>	<del>Fire Protection Engineer 1</del>	<del>215</del>
<del>4482</del>	<del>Fire Protection Engineer 2</del>	<del>216</del>
4475	Fire Protection Inspector	651
4490	Fleet Services Coordinator	700
5025	Golf Course Equipment Mechanic	645
5010	Golf Professional	664
2505	Graphic Artist	184
7300	Greenskeeper	134
7325	Groundswoker	626
<del>4420</del>	<del>Hazardous Materials Coordinator</del>	<del>618</del>
4450	Hazardous Materials Inspector	110
5100	Heavy Equipment Operator	130
2430	Helpdesk Technician	708
2925	Housing Programs Analyst	179
2950	Housing Programs Technician	104
4400	Housing Rehabilitation Specialist	131
2450	I.T. Coordinator	123
4950	Laboratory/Field Technician	620
4960	Landfill Technician	672
5150	Lead Equipment Mechanic	136
1600	Librarian	139
2100	Library Assistant	140
5250	Mail Clerk	690
5860	Maintenance Worker <del>I</del> <u>1</u>	699
5850	Maintenance Worker <del>H</del> <u>2</u>	698
6150	Meter Reader	147
2349	Neighborhood Preservation Specialist	118
4825	Network Engineer	642
2420	Network Technician	687
<del>5870</del>	<del>Quality Assurance Officer</del>	<del>707</del>

Job Code	Classification	Pay Range
6200	Office Assistant	149
6250	Office Clerk	150
5350	Parks Leader	153
<del>7320</del>	<del>Senior Parks Leader</del> Supervisor	<del>613</del>
7600	Parks Worker <del>H1</del>	198
7650	Parks Worker <del>H2</del>	600
7675	Parks Worker <del>H3</del>	614
4080	Permit Center Coordinator	655
2110	Permit Clerk <del>H1</del>	180
2112	Permit Clerk <del>H2</del>	172
2115	Permit Technician	639
2440	Personal Computer Technician	708
4875	Plan Check Engineer	627
4855	Plan Checker <del>H1</del>	662
4805	Plan Checker <del>H2</del>	656
7500	Press Operator	155
1020	Principal Accountant	616
2050	Principal Buyer	683
5730	Principal Design <del>A</del> and Construction Operator	710
<del>2204</del>	<del>Principal Network Engineer</del>	<del>632</del>
6300	Principal Office Assistant	156
<del>2204</del>	<del>Principal Network Engineer</del>	<del>632</del>
<del>1700</del>	<del>Principal Planner</del>	<del>157</del>
2202	Principal Programmer Analyst	632
6701	Principal Storekeeper	668
1885	Principal Transportation Engineer/Planner	709
5752	Principal Water Pollution Control Operator	710
1255	Program Coordinator	638
2200	Programmer Analyst	103
7400	Public Safety Maintenance Worker	144
6351	Public Safety Property Clerk <del>H1</del>	615
6350	Public Safety Property Clerk <del>H2</del>	159
1130	Public Safety Records Coordinator	621
6052	Public Safety Records Senior Specialist	635
6050	Public Safety Records Specialist <del>H1</del>	633
6051	Public Safety Records Specialist <del>H2</del>	634
2180	Public Safety Specialist	106
4650	Public Works Construction Inspector	160
5510	Public Works Crew Leader	161
5640	Public Works Supervisor	191
5431	Recycled Water Coordinator	663
1010	Senior Accountant	641
6850	Senior Accounting Technician	647

Job Code	Classification	Pay Range
4700	Senior Building Inspector	167
5651	Senior Building Services Leader	604
1140	Senior Buyer	624
2145	Senior Community Services Officer	151
1850	Senior Construction Inspector/Coordinator	174
4150	Senior Crime Analyst	653
1300	Senior Environmental Chemist	114
1349	Senior Environmental Compliance Inspector	146
7301	Senior Greenskeeper	609
<del>4425</del>	<del>Senior Hazardous Materials Inspector</del>	<del>210</del>
4325	Senior Housing Rehabilitation Specialist	601
2400	Senior Library Assistant	170
5710	Senior Maintenance Worker	177
6450	Senior Meter Reader	171
2345	Senior Neighborhood Preservation Specialist	148
6500	Senior Office Assistant	172
5600	Senior Park Utility Worker	173
<del>7320</del>	<del>Senior Parks Leader</del>	<del>613</del>
4090	Senior Plan Check Engineer	691
1260	Senior Planner	654
2201	Senior Programmer Analyst	631
1860	Senior Traffic Engineer	181
1865	Senior Transportation Engineer	610
1875	Senior Transportation Planner	657
5930	Senior Wastewater Collections Worker	177
5820	Senior Water Distribution Worker	696
5751	Senior Water Pollution Control Operator	679
<del>5425</del>	<del>Senior Water Pollution Control Plant Mechanic</del>	<del>185</del>
2504	Senior Workforce Services Representative	666
<del>5425</del>	<del>Senior WPC Plant Mechanic</del>	<del>185</del>
1345	Solid Waste Contract Administrator	115
4800	Solid Waste Specialist	169
6650	Staff Office Assistant	180
6700	Storekeeper <del>H1</del>	182
6600	Storekeeper <del>H2</del>	176
6710	Storekeeper/Buyer	112
5200	Street Lighting Technician	142
2120	Technical Support Specialist	649
1950	Traffic Engineer	188
4200	Traffic Engineering Technician <del>H1</del>	127
4201	Traffic Engineering Technician <del>H2</del>	607
1955	Transportation Engineer	612
1861	Transportation Planner	183



Job Code	Classification	Pay Range
7800	Utility Worker	192
5920	Wastewater Collections Crew Leader	161
5910	Wastewater Collections Supervisor	191
5430	Water Conservation Coordinator	650
5810	Water Distribution Crew Leader	695
5800	Water Distribution Supervisor	694
5830	Water Distribution Worker	697
<del>5880</del>	<del>Water Meter Repair Worker</del>	<del>195</del>
5901	Water Pollution Control Operator <del>1</del>	197
5900	Water Pollution Control Operator <del>H</del> 2	202
7900	Water Pollution Control Operator-in-Training	199
<del>5400</del>	<del>Water Pollution Control Plant Mechanic</del>	<del>154</del>
5399	Water Pollution Control Plant Mechanic-in-Training	713
<del>5400</del>	<del>Water Pollution Control Plant Mechanic</del>	<del>154</del>
5435	Water Pollution Control Plant Systems Integrator	711
4100	Water Systems Operator	186
2540	Web <del>and Communications</del> Specialist	706
2550	Workforce Development Analyst	661
2503	Workforce Services Representative	667

## Exhibit B – Clarification of Overtime, Holiday, and Alternate Work Schedule Provision Contained in this Agreement

### CLARIFICATION OF OVERTIME PROVISION

Included in this Agreement and Referenced Below

and

AMENDING RELATED ADMINISTRATIVE POLICY

and

ALL ALTERNATE WORK SCHEDULES

(with and without written agreements)

Effective February 12, 1995

Reaffirmed July 1, 1996

Reaffirmed July 1, 1999

Reaffirmed July 1, 2004

Reaffirmed July 1, 2015

Effective with the 2012-2015 MOU, employees are no longer eligible for overtime on a daily basis. Employees continue to be eligible for overtime on a weekly basis in accordance with the Fair Labor Standards Act (FLSA) requirements.

This exhibit is intended to clarify and reflect current practices of certain MOU articles related to overtime, holiday, and/or alternate work schedules. Examples are provided in this exhibit describing the appropriate methods for employees to record work, leave and overtime in each of the options illustrated.

Article 16.4(a):

Overtime shall be defined as all paid hours in excess of forty (40) hours worked in a workweek. **(Example A)**

An employee who works on a holiday shall be compensated at the overtime rate for all hours worked on the holiday in addition to eight (8) hours holiday pay. **(Example B)**

All paid time shall count as time worked when determining overtime. **(Example A)**

Article 18.2:

Holiday leave is taken in full day (8 hour) increments. A maximum of 8 hours of holiday leave shall be recorded for any single work day. **(Example C)**

Article 18.2(b):

When a holiday falls on a day when an employee working an alternate schedule would normally work more than eight hours a day, that employee shall have the option,

subject to approval of the employee's supervisor, of making up the difference between the eight-hour holiday and his or her normal workday by working the additional time during the same workweek during which the holiday falls. A supervisor's denial of this option must be based upon operational need. Employees who do not take this option will be required to use accrued/banked paid leave to make up for the additional time-off on the holiday. **(Example C)**

In the event that a City-observed holiday falls on an employee's non-scheduled workday, the holiday hours that the employee would otherwise receive will be automatically credited to that employee's floating holiday leave bank, unless the employee takes another day off that workweek subject to supervisor approval or receives holiday pay. **(Example D)**

Any paid City holidays, which occur on employee's non-scheduled workday, shall not be counted as hours worked for determination of overtime for that workweek. **(Example D)**

When an employee takes an entire workweek off for any reason and the holiday occurs on the employee's non-scheduled workday, it shall not generate any overtime pay or more than 40 regular hours of pay for the workweek under any circumstances. The employee is required to record 8 hours of holiday leave on the time card for each of the holidays occurring within that workweek, and reduce the corresponding number of hours from other paid leave. **(Example E)**

### **Special Issues for Employees working Special Schedules and/or Shift Schedules**

The options available to employees working special schedules, i.e., not working a standard schedule of 5 days per week, 8 hours per day, whether or not a special schedule agreement is on file, and for employees working a standard shift schedule in which the employee is scheduled to work 8 hours per day, 5 days per week but the work is not necessarily scheduled Monday through Friday would follow the same patterns illustrated in examples A through E below.

In addition, the following is required:

1. A minimum of 40 hours of regular time (work and/or leave time) must be recorded each and every workweek.
2. Each employee must maintain his/her regularly scheduled work hours for each day whether worked or not so that the time card shows the number of hours that the employee is normally scheduled to work, e.g., 8, 9 and split 8, 9 or 10 hours.
3. When charging holiday time occurring on a scheduled work day which is not worked, the 9 or 10 hour per day employee must record 8 hours of holiday leave plus 1 or 2 hours, respectively, of another leave for each holiday to meet the daily hours requirement in #2 above.

4. Holiday leave is taken in full day (8 hour) increments; a maximum 8 hours of holiday leave may be recorded for any single work day. The maximum total of holiday hours recorded in a workweek may not exceed the number of holiday hours actually occurring in that week or in the prior week.

Except that in any workweek in which a Water Pollution Control Operator or Senior Water Pollution Control Operator performs a relief coverage assignment, he/she may, with the approval of the supervisor, work (and record) varying hours on different work days for that week. Despite this possibility, these employees are required to maintain the minimum of 40 hours of regular time in each workweek (#1 above) and may not charge more than 8 hours of holiday time in any single workday.

- Example A**
- Overtime shall be defined as all paid hours in excess of forty (40) hours worked in a workweek. (Article 16.4(a))
  - All paid time shall count as time worked when determining overtime. (Article 16.4(a))

Work schedule: Monday to Friday, 8 hours per day

In this example, employee takes a day of paid leave on Tuesday. On Friday, employee works 1 hour in addition to the regular 8-hour schedule. Employee will receive 1 hour overtime in the workweek.

	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Regular hours		8		8	8	8	
Paid leave hours			8				
OT hours						1	

\* Note: If a leave occurs during an employee's regular workweek and the employee is required by management to work on a non-scheduled workday in that workweek, the hours worked on the non-scheduled workday would be paid at the overtime rate.



- Example B** • An employee who works on a holiday shall be compensated at the overtime rate for all hours worked on the holiday in addition to eight (8) hours holiday pay. (Article 16.4(a))

Illustration 1 – Regular work schedule

Work schedule: Monday to Friday, 8 hours per day

Holiday: Friday

In this example, employee works 5 hours on a holiday. Employee will receive 5 hours overtime in addition to 8 hours holiday.

	Sun	Mon	Tue	Wed	Thu	<i>Holiday</i> Fri	Sat
Regular hours		8	8	8	8		
Holiday hours						8	
OT hours						5	

Illustration 2 – Alternate 9/80 work schedule

Work schedule: 9/80, Black Friday

Holiday: Friday

In this example, employee works 5 hours on a holiday. Employee will receive a total of 5 hours overtime in addition to 8 hours holiday, in 2 workweeks.

\* Hours may split into the next workweek per split time on timecard.

<b>Week 1</b>	Sun	Mon	Tue	Wed	Thu	<i>Holiday &amp; Black</i> Fri	Sat
Regular hours		9	9	9	9		
Holiday hours						8 *	
OT hours						5 *	

<b>Week 2</b>	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Regular hours		9	9	9	9	8	
Holiday hours							
OT hours							

### Illustration 3 – Alternate 4/10 work schedule

Work schedule: Tuesday to Friday, 10 hours per day

Holiday: Friday

In this example, employee works 5 hours on a holiday. Employee will receive 5 hours overtime in addition to 8 hours holiday. Employee is also required to use 2 hours paid leave on the holiday in order to maintain his/her regularly scheduled work hours for that day.

\* Note: In lieu of using 2 hours paid leave on the holiday, employee may, with approval from manager, works additional 2 regular hours in the same workweek. See details in Example C, Option 1.

	Sun	Mon	Tue	Wed	Thu	<i>Holiday</i> Fri	Sat
Regular hours			10	10	10		
Paid leave hours						2 *	
Holiday hours						8	
OT hours						5	

- Example C**
- Holiday leave is taken in full day (8 hour) increments. A maximum of 8 hours of holiday leave shall be recorded for any single work day. (Article 18.2)
  - Holiday falls on a regular workday of an alternate work schedule. (Article 18.2(b)) – See MOU article details below.

MOU article details:

When a holiday falls on a day when an employee working an alternate schedule would normally work more than eight hours a day, that employee shall have the option, subject to approval of the employee's supervisor, of making up the difference between the eight-hour holiday and his or her normal workday by working the additional time during the same workweek during which the holiday falls. A supervisor's denial of this option must be based upon operational need. Employees who do not take this option will be required to use accrued/banked paid leave to make up for the additional time-off on the holiday. (Article 18.2)

Option 1 – Employee makes up the difference by working additional time

This option requires pre-planning and pre-approval by supervisor.

Work schedule: 9/80, Black Friday

Holiday: Monday

In this example, employee works an additional 1 hour on Tuesday to make up for the 1 hour difference on the Monday holiday. The difference is between the 8 hours holiday and the regularly scheduled work hours for that day.

	Sun	<i>Holiday</i> Mon	Tue	Wed	Thu	<i>Black</i> Fri	Sat
Regular hours			10	9	9		
Paid leave hours							
Holiday hours		8					

Option 2 – Employee makes up the difference by using other paid leave hours

Work schedule: 9/80, Black Friday

Holiday: Monday

In this example, employee is required to use 1 hour paid leave on the holiday in order to maintain his/her regularly scheduled work hours for that day.

	Sun	<i>Holiday</i> Mon	Tue	Wed	Thu	<i>Black</i> Fri	Sat
Regular hours			9	9	9		
Paid leave hours		1					
Holiday hours		8					

- Example D** • Holiday falls on a non-scheduled workday. (Article 18.2(b)) – See MOU article details below.

MOU article details:

In the event that a City-observed holiday falls on an employee's non-scheduled workday, the holiday hours that the employee would otherwise receive will be automatically credited to that employee's floating holiday leave bank, unless the employee takes another day off that workweek subject to supervisor approval or receives holiday pay. (Article 18.2(b))

Any paid City holidays, which occur on employee's non-scheduled workday, shall not be counted as hours worked for determination of overtime for that workweek. (Article 18.2(b))

Option 1 – Exchange the holiday to another work day within the same workweek

This option requires pre-planning and pre-approval by supervisor.

Work schedule: 9/80, Black Friday

Holiday: Friday

In this example, employee exchanges the holiday to Thursday and employee is required to use 1 hour paid leave on the holiday in order to maintain his/her regularly scheduled work hours for the day.

<b>Week 1</b>	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Regular hours		9	9	9	9	8	
Paid leave hours							
Holiday hours							

<b>Week 2</b>	Sun	Mon	Tue	Wed	Thu	<i>Holiday &amp; Black Fri</i>	Sat
Regular hours		9	9	9			
Paid leave hours					1		
Holiday hours					8		
OT hours				2 *			

\* On Wednesday of week 2, employee works 2 hours in addition to the regular 9-hour schedule. Despite the MOU language stating that paid City holidays, which occur on employee's non-scheduled workday, shall not be counted as hours worked for



determination of overtime for that workweek. Employee will receive 2 hours overtime in this situation because the holiday is exchanged to a regularly scheduled workday.

Option 2 – Receive additional 8 hours pay for the holiday

This option shall not generate overtime.

Work schedule: Tuesday to Saturday, 8 hours per day

Holiday: Monday

In this example, employee receives the holiday as additional pay, which total to 48 regular hours in the workweek without generating overtime.

	Sun	<i>Holiday</i> Mon	Tue	Wed	Thu	Fri	Sat
Regular hours			8	8	8	8	8
Paid leave hours							
Holiday hours		8					

\* Note: If paid holidays (as above) which are not worked were counted for the calculation of overtime, then the employee who works the holiday (as in Example B) and the employee who did not work the holiday because it occurred on a non-scheduled work day would receive the same pay. This is an inequity in pay which was never intended.

Option 3 – Take the holiday leave as floating holiday credit

Work schedule: Tuesday to Saturday, 8 hours per day

Holiday: Monday

In this example, employee will not record holiday used and will receive a credit of 8 hours floating holiday automatically within two pay periods after the City observed holiday.

	Sun	<i>Holiday</i> Mon	Tue	Wed	Thu	Fri	Sat
Regular hours			8	8	8	8	8
Holiday hours							

- Example E** • Holiday falls on a non-scheduled workday with the entire workweek off. (Article 18.2(b)) – See MOU article details below.

MOU article details:

When an employee takes an entire workweek off for any reason and the holiday occurs on the employee's non-scheduled workday, it shall not generate any overtime pay or more than 40 regular hours of pay for the workweek under any circumstances. Employee is required to record 8 hours of holiday leave on the time card for each of the holidays occurring within that workweek, and reduce the corresponding number of hours from other paid leave. (Article 18.2(b))

Illustration 1 – Regular Shift work schedule

Work schedule: Tuesday to Saturday, 8 hours per day

Holiday: Monday

In this example, employee takes the entire workweek off with paid leave. The holiday falls on Monday, a non-scheduled workday. Employee is required to exchange the holiday to one of the paid leave days from Tuesday to Saturday.

	Sun	<i>Holiday</i> Mon	Tue	Wed	Thu	Fri	Sat
Regular hours							
Paid leave hours				8	8	8	8
Holiday hours		8					

Illustration 2 – Alternate 9/80 work schedule

Work schedule: 9/80, Black Friday

Holiday: Friday

In this example, employee takes the entire workweek off with paid leave. The holiday falls on black Friday, non-scheduled workday. Employee is required to exchange the holiday to one of the paid leave days from Monday to Thursday, and use 1 hour paid leave on the holiday in order to maintain his/her regularly scheduled work hours for that day.

	Sun	Mon	Tue	Wed	Thu	<i>Holiday</i> & <i>Black</i> Fri	Sat
Regular hours							
Paid leave hours		9	9	9	1		
Holiday hours					8		

## Exhibit C - Classifications Eligible for Flextime

<b>Job Code</b>	<b>Classification</b>
1000	Accountant
1250	Administrative Analyst
1400	Civil Engineer
2300	Community Services Coordinator <del>H2</del>
2460	Deputy City Clerk
2480	Emergency Medical Services Coordinator
1160	Employment Training Program Coordinator
1351	Environmental Chemist <del>H2</del>
1840	Environmental Engineering Coordinator
6840	Finance Analyst <del>H-2</del>
4490	Fleet Services Coordinator
4420	Hazardous Materials Coordinator
2925	Housing Programs Analyst
1600	Librarian
4825	Network Engineer
4080	Permit Center Coordinator
1020	Principal Accountant
2050	Principal Buyer
2204	Principal Network Engineer
<del>1700</del>	<del>Principal Planner</del>
2202	Principal Programmer Analyst
1255	Program Coordinator
1130	Public Safety Records Coordinator
1010	Senior Accountant
1140	Senior Buyer
1300	Senior Environmental Chemist
1349	Senior Environmental Compliance Inspector
4090	Senior Plan Check Engineer
1260	Senior Planner
2201	Senior Programmer Analyst
1860	Senior Traffic Engineer
1865	Senior Transportation Engineer
1875	Senior Transportation Planner
1345	Solid Waste Contract Administrator
1950	Traffic Engineer
1955	Transportation Engineer
2540	Web and Communications Specialist

## Exhibit D - Classifications Eligible for Safety Footwear Allowance

Pursuant to the provisions of the current MOU, employees in the following classifications are eligible to receive an annual safety footwear allowance:

<b>Job Code</b>	<b>Classification</b>
2170	Animal Control Officer
1205	Automotive Shop Attendant
4001/4000	Building Inspector <del>I/H</del> <u>1/2</u>
2150	Community Services Officer
4900/1351	Environmental Chemist <del>I/H</del> <u>1/2</u>
1350	Environmental Compliance Inspector
1840	Environmental Engineering Coordinator
5050	Equipment Mechanic
7100	Equipment Mechanic-in-Training
5310/5315/5320	Facilities Technician <del>I/H/H</del> <u>1/2/3</u>
5300/5301	Facility Attendant <del>I/H</del> <u>1/2</u>
4460/4461	Fire Prevention Specialist <del>I/H</del> <u>1/2</u>
4480	Fire Protection Engineer
4490	Fleet Services Coordinator
5025	Golf Course Equipment Mechanic
7300	Greenskeeper
7325	Groundsworker
4420	Hazardous Materials Coordinator
4450	Hazardous Materials Inspector
5100	Heavy Equipment Operator
4400	Housing Rehabilitation Specialist
4950	Laboratory/Field Technician
4960	Landfill Technician
5150	Lead Equipment Mechanic
5250	Mail Clerk
5860/5850	Maintenance Worker <del>I/H</del> <u>1/2</u>
6150	Meter Reader
2349	Neighborhood Preservation Specialist
5350	Parks Leader
7320	Parks Supervisor
7600/7650/7675	Parks Worker <del>I/H/H</del> <u>1/2/3</u>
2115	Permit Technician
4875	Plan Check Engineer
4855/4805	Plan Checker <del>I/H</del> <u>1/2</u>
7500	Press Operator
5730	Principal Design and Construction Operator
6701	Principal Storekeeper
1885	Principal Transportation Engineer/Planner
7400	Public Safety Maintenance Worker

6351/6350	Public Safety Property Clerk <del>I/H1/2</del>
4650	Public Works Constructor Inspector
5510	Public Works Crew Leader
5640	Public Works Supervisor
4700	Senior Building Inspector
5651	Senior Building Services Leader
1850	Senior Construction Inspector/Coordinator
1300	Senior Environmental Chemist
1349	Senior Environmental Compliance Inspector
7301	Senior Greenskeeper
4325	Senior Housing Rehabilitation Specialist
5710	Senior Maintenance Worker
2345	Senior Neighborhood Preservation Specialist
5600	Senior Park Utility Worker
1860	Senior Traffic Engineer
1868	Senior Transportation Engineer
5930	Senior Wastewater Collections Worker
5820	Senior Water Distribution Worker
5751	Senior Water Pollution Control Operator
5425	Senior WPC Plant Mechanic
1345	Solid Waste Contract Administrator
4800	Solid Waste Specialist
6700/6600	Storekeeper <del>I/H1/2</del>
6710	Storekeeper/Buyer
5200	Street Lighting Technician
1950	Traffic Engineer
4200/4201	Traffic Engineering Technician <del>I/H1/2</del>
1955	Transportation Engineer
7800	Utility Worker
5920	Wastewater Collections Crew Leader
5910	Wastewater Collections Supervisor
5430	Water Conservation Coordinator
5810	Water Distribution Crew Leader
5800	Water Distribution Supervisor
5830	Water Distribution Worker
5880	Water Meter Repair Worker
5901/5900	Water Pollution Control Operator <del>I/H1/2</del>
7900	Water Pollution Control Operator-in-Training
5435	Water Pollution Control Plant Systems Integrator
4100	Water Systems Operator
5400	WPC Plant Mechanic

Pursuant to the provisions of the current MOU, employees in the following assignments are eligible to receive an annual safety footwear allowance:



<b>Job Code</b>	<b>Classification</b>	<b>Department</b>	<b>Assignment</b>
1100	Administrative Aide	Environmental Services Department	Field Services
1250	Administrative Analyst	Environmental Services Department	Solid Waste
		Public Works	Labor Compliance
2300	Community Services Coordinator <del>H2</del>	Library & Community Services	Theater
1500/1410	Engineering Assistant <del>I/H1/2</del>	Public Works	Survey Crew
6200	Office Assistant	Environmental Services Department	Water Operations
2145	Senior Community Services Officer	Public Safety	Animal Control
6500	Senior Office Assistant	Environmental Services Department	WPC Plant Maintenance

## **Exhibit E - Water Pollution Control Plant Instrumentation and Maintenance Mechanics Tool Inventory Agreement**

It is agreed that each employee in the classifications of WPC Plant Mechanic and Senior WPC Plant Mechanic will be responsible for maintaining the following minimum tool inventory.

1. One standard set 1/4" drive sockets (mechanic choice of 6 or 12 point); sizes 3/16" to 9/16"
2. One standard set 3/8" drive sockets (mechanic choice of 6 or 12 point); sizes 3/8" to 3/4"
3. One 1/4" drive ratchet
4. One 3/8" drive ratchet
5. One 3/8" drive x 6" long extension
6. One 3/8" drive x 8" long extension
7. One standard set 1/2" drive sockets (mechanic choice of 6 or 12 point); sizes 3/8" to 1", standard depth
8. One 1/2" drive ratchet
9. One 1/2" drive x 6" extension
10. One 1/2" drive x 8" extension
11. One 1/2" drive x 12" extension
12. One pair 4" curved jaw vise grips
13. One pair 10" curved jaw vise grips
14. One pair adjustable lock, 5 jaw positions, 9-1/4" long
15. One pair adjustable lock, 7 jaw positions, 13-1/2" long
16. One pair combination slip joint pliers, 7-1/2" long
17. One pair needlenose pliers, 7-1/8" long

18. One pair diagonal cutters
19. One adjustable wrench 6"
20. One adjustable wrench 10"
21. One adjustable wrench 12"
22. One pipe wrench 8"
23. One pipe wrench 10"
24. One standard set of nut drivers; sizes 5/6" to 1/2"
25. One standard 4 piece set of slotted tip screwdrivers, wood or plastic handles
26. One standard 4 piece set of phillips screwdrivers, wood or plastic handles
27. Deluxe hacksaw designed for 10" or 12" blades
28. One standard set of allen wrenches (mechanic choice long or short length), sizes 5/64" to 3/8"
29. One 25" metal retracting tape rule
30. One standard set of punches (mechanic choice on length)
31. One standard set of flat chisels
32. One standard set of combination wrenches (mechanic choice 6 or 12 point sizes 1/4" to 1")
33. Tool Chest

For the City employees currently employed and hired in the Plant Maintenance Mechanic and Senior Plant Maintenance Mechanic classifications assigned to the Water Pollution Control Plant, from the date this agreement is signed, the City will purchase the complete Craftsman tool sets and two-drawer tool chests as indicated on the minimum tool requirement list above. It will be the responsibility of the Senior Mechanic to distribute the tool sets and tool chests which will provide each employee in these classifications a complete set of the minimum toll inventory indicated above.

It is further agreed as follows:

- Each employee in the classifications of WPC Plant Mechanic and Senior WPC Plant Mechanic will be responsible for storing and maintaining the tools in a secure, clean, and safe condition. The City will provide a locked location for the Mechanics' boxes.
- Any special tools required by the City will be provided by the City.
- City management at the Water Pollution Control Plant will develop and provide each employee in the classifications of WPC Plant Mechanic and Senior WPC Plant Mechanic a standard operating procedure regarding tools lost or broken on the job in the performance of their regular duties.
- City management at the Water Pollution Control Plant will prepare a written inventory of the tools provided, and each of the employees in the classification of WPC Plant Mechanic and Senior WPC Plant Mechanic shall be provided a copy. Once provided the tools, each Mechanic will be required to sign and return a copy of the inventory to the Senior Plant Maintenance Mechanic. The Maintenance Supervisor at the Water Pollution Control Plant will maintain a written record of the inventory of each Mechanic.
- City management at the Water Pollution Control Plant shall inspect the Senior WPC Plant Mechanic's tool inventory and shall inspect or request the Senior WPC Plant Mechanic to inspect each Mechanic's tool inventory at least once a year. The inspection shall include verification of a complete tool inventory and a statement evaluating each Mechanic's maintenance of the tools in a secure, clean, and safe condition. A report on the semi-annual inspection, dated and signed by the inspector and the Mechanics, shall be maintained in the office of the Water Pollution Control Maintenance Supervisor. Each employee will be provided a copy of the inspector's report for their records.
- The City will retain ownership of all tools and tool chests purchased by the City. They cannot be taken off City premises, and upon separation from City service or promotion or transfer to any other position within the City, a full inventory of tools must be returned or full replacement costs of any missing tool(s) will be charged.
- Any mechanic using personal tools or equipment at work after the date the tools are provided by the City will do so at their own risk and responsibility.

s/\_\_\_\_\_ 11/15/91

Izetta E. Birch  
Director of Human Resources

s/\_\_\_\_\_ 11/15/91

Helen Farnham  
Environmental Operations Manager

s/\_\_\_\_\_ 11/15/91

Gary Csordas  
WPC Maintenance Supervisor

s/\_\_\_\_\_ 11/15/91

Marvin A. Rose  
Director of Public Works

s/\_\_\_\_\_ 11/15/91

Armando Atencio  
President of SEA

s/\_\_\_\_\_ 11/15/91

Greg Burton  
WPC Operator

s/\_\_\_\_\_ 11/15/91

Wayne Granger  
Plant Maintenance Mechanic

s/\_\_\_\_\_ 11/15/91

Barry Phillips  
Sr. Plant Maintenance Mechanic

s/\_\_\_\_\_ 11/15/91

Howard Hament  
Plant Maintenance Mechanic

s/\_\_\_\_\_ 11/15/91

Walter Koehn  
Plant Maintenance Mechanic

s/\_\_\_\_\_ 11/15/91

Ronald Paul  
Plant Maintenance Mechanic

s/\_\_\_\_\_ 11/15/91

James Shrove  
Plant Maintenance Mechanic

s/\_\_\_\_\_ 11/15/91

Rudy Winkleman  
Plant Maintenance Mechanic



**CITY OF SUNNYVALE**  
**AND**  
**SUNNYVALE EMPLOYEES' ASSOCIATION/IFPTE LOCAL 21**

**MEMORANDUM OF UNDERSTANDING**

**JULY 1, 2019 TO JUNE 30, 2022**



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## Article 1 PREAMBLE

This Memorandum of Understanding (MOU) is between the City of Sunnyvale and the duly authorized representatives of the Sunnyvale Employees' Association/IFPTE Local 21 (SEA/IFPTE Local 21). Its purpose is to promote harmonious relations between the City, the Association, and employees by setting forth the understanding of the parties reached as a result of meeting and conferring in good faith regarding the wages, hours, and certain other terms and conditions of employment of employees in the classifications comprising this Bargaining Unit (Unit).

## Article 2 RECOGNITION

The Sunnyvale Employees' Association/IFPTE Local 21 (Union) is hereby acknowledged as the exclusively recognized employee organization for those employees in the classifications listed in Exhibit A as it currently reads or as modified by agreement of the parties during the term of the MOU.

If the City develops a new classification, it shall make an initial determination as to the bargaining unit and job family placement of that classification.

The City shall notify the Union of the development of a new classification and the City's initial bargaining unit placement and job family placement, and, upon written request from the Union within ten (10) work days from the City's notice, shall consult with the Union concerning the placement of the new classification(s).

## Article 3 RATIFICATION

It is agreed that the provisions of this MOU are of no force or effect until ratified by the Union and duly adopted by the City Council of the City of Sunnyvale.

## Article 4 TERM

The term of this Agreement shall be from July 1, 2019, through and including June 30, 2022, and will thereafter continue in effect until the parties reach agreement on a successor Agreement or the City Council takes action to modify the wages, hours and terms and conditions of employment provided hereunder.

## Article 5 CITY RIGHTS

Except as modified by this MOU, the rights of the City as contained in the City Charter, Constitution and Laws of the State of California include, but are not limited to, the right to



determine the services, activities and functions of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action for just cause; layoff its employees because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which governmental operations are to be conducted; take all necessary actions to carry out its service, activities and functions in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

## Article 6 FULL UNDERSTANDING, MODIFICATIONS, AND WAIVERS

This Agreement sets forth the full and entire agreement of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements, including any prior memoranda of understanding, over the matters set forth within, whether formal or informal, are hereby superseded or terminated in their entirety.

It is agreed and understood that, except as set forth herein, each party hereto voluntarily and unqualifiedly waives its right to negotiate, and agrees that the other party shall not be required to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of representation, during the term of this Agreement.

No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed by all parties hereto, and if required, approved by the City and ratified by the membership of the Union.

The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

## Article 7 SEVERABILITY

In the event any provision of this MOU is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the MOU shall remain in full force and effect.

If a provision is declared invalid or unenforceable as provided above, at the written request of either party submitted to the other within ten (10) work days of such action by the court, the parties shall meet promptly to negotiate the impact of such declaration by the court.

## Article 8      ORDINANCES, CODES, AND RESOLUTIONS

Any written City ordinances, codes, or resolutions currently in effect that cover subjects within the scope of representation shall not be changed during the term of this Agreement without first giving the Union the opportunity to meet and confer concerning such changes, except as otherwise provided by this Agreement.

Such meeting and conferring shall be up to and including mediation.

## Article 9      SCOPE OF NEGOTIATIONS

The scope of representation shall include all matters relating to employment conditions, and employer-employee relations including but not limited to wages, hours, and other terms and conditions of employment, as provided by the Meyers-Milias-Brown Act and as may be amended.

## Article 10     AUTHORIZED AGENTS

For purposes of administering the terms and provisions of this Agreement:

City's principal authorized representative shall be the City's Director of Human Resources or his/her duly authorized representative (address: 505 West Olive Avenue, Suite 200, Sunnyvale, CA 94086; telephone (408) 730-7490) except where a particular management representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.

The Union's principal authorized agent shall be the President of the Sunnyvale Employees' Association/IFPTE Local 21 or his/her duly authorized representative. The Union's official mailing address is P.O. Box 70700, Sunnyvale, CA 94086.

## Article 11     GOVERNMENTAL MANDATES

If the Federal Government or the State of California or any voter-driven initiative imposes any labor requirements or mandates any changes in employee compensation (wages or benefits) or employer mandated costs associated with employee compensation applicable to SEA/IFPTE Local 21 represented employees, the Union and the City shall meet and confer over the impacts of the legal requirement or mandated change. The parties understand that the City will have to timely comply with any changes in the law independent of their negotiations over the impacts of those legal changes. However, the City will endeavor to meet and confer with the Union prior to the implementation of such changes, and in any event, as promptly as possible.

## Article 12      EQUAL EMPLOYMENT OPPORTUNITY POLICY

The Sunnyvale Employees' Association/IFPTE Local 21 supports in full the City's Equal Employment Opportunity Policy.

## Article 13      AMERICANS WITH DISABILITIES ACT (ADA)

The parties recognize that the City may be required to make certain accommodations to carry out its obligations under the Americans with Disabilities Act (ADA). Some of these accommodations may require actions which are contrary to the language or intent of existing provisions of this Agreement. The parties agree that such accommodation shall not constitute a "past practice" or waiver by either party to its right to fully enforce such provisions in the future with regard to persons not subject to the protections of the ADA. Recognizing that circumstances surrounding ADA compliance in individual cases necessarily involve matters which are personal and require the utmost confidentiality, specifics of an individual case shall not be divulged by the City. This Article shall not be grievable or arbitrable.

## Article 14      RENEGOTIATIONS

In the event either party hereto desires to negotiate a successor MOU, written notice of desire to renegotiate shall be served during the period of 180 days to 90 days prior to the termination date of the MOU. If either party serves notice to renegotiate, the Union shall provide the City with its initial written proposals no later than 90 days prior to the termination of the MOU.

The negotiations shall begin as soon as practical after receipt of such written notice.

## Article 15      RETIREMENT

- 15.1 The City has contracted with CalPERS and shall provide pension benefits for miscellaneous employees, including employees in this Unit, in a manner consistent with State law and will comply with the Public Employees' Pension Reform Act (Government Code Section 7522 et seq.).
- 15.2 The City has contracted with CalPERS to provide Level III of the 1959 Survivor Benefit and the Military Buy-Back Option.
- 15.3 Employees' payment to their employee contribution to CalPERS shall be made pursuant to IRC Section 414(h)(2).

15.4 Tier 1 – Local Miscellaneous 2.7% at age 55

Employees hired before December 23, 2012 shall receive Local Miscellaneous 2.7% at age 55 retirement formula. Final compensation shall be calculated using the single highest year model.

The City shall continue to contribute four percent (4%) of the eight percent (8%) employee contribution during the term of the MOU. Employee shall pay the remaining four percent (4%) of the employee contribution. City intends to continue to pay this benefit on a going-forward basis and has projected the 4% EPMC throughout the twenty-year long-term financial plan.

The City's payment of the employees' CalPERS contribution is based upon authority from CalPERS and upon tax treatment permitted by the Internal Revenue Service under Internal Revenue Code Section 414(h)(2) and revenue rulings related thereto, and by the California Franchise Tax Board. It is understood that the State Legislature or Congress may alter the statutory authority for this tax treatment, and the Franchise Tax Board or the IRS or the United States Department of the Treasury may alter the current revenue rulings, either by other rulings or by issuing new regulations.

The City shall report the value of employer-paid member contributions (EPMC) as additional compensation for each employee.

15.5 Tier 2 – Local Miscellaneous 2.0% at age 60

Employees hired on or after December 23, 2012 who are also classic CalPERS members shall receive the Local Miscellaneous 2.0% at age 60 retirement formula. Final compensation shall be calculated using the single highest year model.

The City shall continue to contribute four percent (4%) of the seven percent (7%) employee contribution during the term of the MOU. Employee shall pay the remaining three percent (3%) of the employee contribution. City intends to continue to pay this benefit on a going-forward basis and has projected the 4% EPMC throughout the twenty-year long-term financial plan.

The City's payment of the employees' CalPERS contribution is based upon authority from CalPERS and upon tax treatment permitted by the Internal Revenue Service under Internal Revenue Code Section 414(h)(2) and revenue rulings related thereto, and by the California Franchise Tax Board. It is understood that the State Legislature or Congress may alter the statutory authority for this tax treatment, and the Franchise Tax Board or the IRS or the United States Department of the Treasury may alter the current revenue rulings, either by other rulings or by issuing new regulations.

The City shall report the value of employer-paid member contributions (EPMC) as additional compensation for each employee.

#### 15.6 Tier 3 – Local Miscellaneous 2.0% @ 62

Employees hired on or after January 1, 2013 who are also new CalPERS members shall receive the Local Miscellaneous 2.0% at age 62 retirement formula. Final compensation shall be calculated using the highest 36-consecutive month model. Employees will pay fifty percent (50%) of normal cost as the employee contribution. The normal cost is subject to change on a fiscal year basis as determined by CalPERS.

### Article 16 WAGES/COMPENSATION

#### 16.1 Salaries

Pay rates for each classification within the Unit shall be assigned to a pay grade as set forth in Pay Plan Category B as defined in the City's Salary Resolution, consistent with compensation objectives described in the City's Administrative Policy.

#### 16.2 Salary Adjustments

During the term of this Agreement, the City shall adjust base wages for all represented classifications as follows:

Effective July 28, 2019: 4.0% across the board increase.

Effective the first full pay period in July 2020 (July 12, 2020):

- 3.0% across the board increase, and
- 1.5% of annual base salary as off-salary-schedule pay (not reportable compensation to CalPERS). Employee must be an active employee on the last day of the pay period (July 25, 2020) to receive this pay.

Effective the first full pay period in July 2021 (July 11, 2021):

- 3.0% across the board increase, and
- 1.5% of annual base salary as off-salary-schedule pay (not reportable compensation to CalPERS). Employee must be an active employee on the last day of the pay period (July 24, 2021) to receive this pay.

#### 16.3 Comparable Agencies

The parties agree that in negotiations for successor memorandum of understanding, unless they agree on other survey jurisdictions, the comparable agencies for the majority of classifications in the bargaining unit shall be:

Alameda  
Fremont  
Hayward



Milpitas  
Mountain View  
Palo Alto  
Richmond  
San Leandro  
San Mateo  
Santa Clara

For purposes of comparing job classifications of Environmental Chemist and Water Pollution Control Operator, the parties agree to the following agencies:

Dublin/San Ramon Services District  
City of Hayward  
City of Palo Alto  
City of San Jose  
City of San Leandro  
Silicon Valley Clean Water  
Union Sanitary District

For purposes of comparing the classification of Senior Programmer Analyst, the parties agree to the following agencies:

City of Fremont  
City of Milpitas  
City of Palo Alto

For purposes of comparing the classification of Career Advisor the parties agree to the following agencies:

Alameda County Workforce Board  
Richmond Workforce Board  
Workforce Investment San Francisco

#### **16.4 Overtime**

An employee who is required and authorized in advance by a management supervisor or his/her designee and who actually works overtime shall be compensated at one and one-half times his/her base hourly rate for all such overtime work in excess of forty (40) hours per work period, unless compensatory time is provided pursuant to Article 18.7. The City shall fully comply with the appropriate Fair Labor Standards Act's Regulations regarding the payment of overtime.

a) Overtime.

Overtime shall be defined as all paid hours in excess of forty (40) hours worked in a workweek (see Exhibit B, Example A). Except in the event of an emergency, the maximum number of hours an employee may work in any one 24-hour period is 12 hours.

The City shall define the workweek (fixed and regularly recurring period) for purposes of overtime.

An employee who works on a holiday shall be compensated at the overtime rate for all hours worked on the holiday in addition to eight (8) hours holiday pay (see Exhibit B, Example B).

All paid time shall count as time worked when determining overtime (see Exhibit B, Example A).

b) Flex Scheduling

Flex scheduling is defined as an occasional adjustment to an employee's work schedule which does not alter the total number of hours scheduled to be worked per week, but simply alters the time of day those hours are worked.

For employees in the classifications listed in Exhibit C, the City and the employee shall be allowed to reasonably flex or change the work schedules for these employees in order to minimize overtime expenditures and facilitate an employee's ability to balance work with other aspects and obligations in accordance with the following procedures. The primary, but not exclusive, use of this provision is for the scheduling of evening meetings, special events, and occasional necessary work that cannot be performed during an employee's regular schedule. Flex scheduling shall not be used where the City determines that an alternative schedule pursuant to Administrative Policy Chapter 3, Article 39 or special work schedule in accordance with the provisions of MOU Article 20.1 is more appropriate to address on-going City needs.

1. The flex schedule must occur within the employee's regular 40 hour workweek, but is not restricted to a specific day or portion thereof. The manager and employee should work collaboratively to flex the employee's schedule in a manner that satisfies the City's needs and also reschedules the employee's work to a time agreeable to the employee. The manager shall make the final determination. If an employee feels that a manager is not working collaboratively on flex scheduling, the employee may refer the matter to the Human Resources Director.
2. An employee should be informed about the need for a flex schedule with as much notice as is reasonably possible consistent with best practices.

3. No permanent change in work schedules are permitted under this provision.
4. No employee shall be put on a schedule that mandates the employee routinely stay late when there is no evening meeting, special event or occasional necessary work.

This Article shall not prohibit any employee covered by this MOU to voluntarily flex their schedule on a temporary basis, subject to the approval of their supervisor.

During the term of this MOU, the City or the Union may meet and confer over the issue of overtime, flex time and exempt status designation.

## **16.5 Out-Of-Class Pay/Special Assignment**

### **a) Out-of-Class Pay**

Employees who are temporarily assigned to perform substantially all functions of a higher classification and work in such classification for 5 or more consecutive work days shall be compensated at five percent (5%) above the employees' normal pay rate or the first step of the higher level classification, whichever is greater. Assignments may be made to employees who are capable of performing the work of the higher-level position whether or not they have attained a particular formal educational level or experience requirements. Such assignments will be assigned on an as-needed basis and when the higher classification is a budgeted vacancy or temporarily unfilled due to the incumbent's absence for vacation or other approved leave.

Such out-of-class assignment pay shall be based on the full period of actual hours worked during the out-of-class assignment and received for the full period of time in which the employee works in the out-of-class assignment or any management or supervisory class, and provided that such higher assignment and related compensation has been authorized in advance by the employee's manager or his/her designee and has been processed by the Human Resources Department. Out-of-class assignment pay shall not be paid for Paid Time Off, holidays, Paid Medical Leave or any other leave during the out-of-class assignment; nor, shall such leave days be considered a break in the out-of-class assignment.

Out-of-class assignments shall not be made in increments of less than 5 shifts solely for the purpose of avoiding out-of-class pay.

Out-of-class assignments may not exceed 960 hours within a fiscal year.

b) Special Assignment

The Department Director may authorize a temporary pay adjustment for an employee given a specific temporary special assignment clearly beyond the scope of their regular job description, or additional duties and responsibilities outside the employee's existing job description while also performing their regularly assigned responsibilities. Special Assignment Pay is intended to provide additional compensation for employees who are assigned, in writing, additional duties and responsibilities while also performing their regularly assigned responsibilities.

The request for Special Assignment Pay shall clearly state the additional duties and responsibilities of the assignment, justify why it is to be performed by the designated employee, and give a specific duration for completion of the assignment with start and end date. Special Assignment Pay is five percent (5%) above the employee's regular rate of pay for the period of time in which the employee works in the assignment. The special assignment and related compensation may end at any time at the discretion of the Department Director. Special Assignment Pay is not reportable compensation to CalPERS.

The Department Director shall monitor the special assignment to ensure it is appropriately warranted.

Special Assignment Pay shall not be recommended or authorized unless the assignment will continue at least one (1) work day. Special Assignment Pay will not take effect retroactively. Special Assignment Pay will not be paid when an employee is on Paid Time Off, holidays, Paid Medical Leave or any other leave during the special assignment; nor, shall such leave days be considered a break in the special assignment. The Special Assignment Pay will be discontinued on the date originally identified for completion of the assignment, unless an extension of specific duration is approved by the Department Director prior to the end of the original assignment end date. Special assignments may not exceed one calendar year.

## **16.6 Bilingual/Translator Pay**

Effective July 28, 2019, employees are entitled to receive, in addition to their regular compensation, fifty dollars (\$50.00) per pay period) for Bilingual/Translator skills if they meet the following criteria:

- a) Certification by a provider contracted through the Department of Human Resource that the employee possesses the needed language skills at an acceptable skill level; and

- b) Certification by the director of the department that the particular assignment of the employee involves need for the required skills on a regular and frequent basis.

Bilingual/Translator Pay shall not be paid if an employee is on unpaid leave for the full pay period. Bilingual/Translator Pay will not necessarily continue if the employee is transferred or promoted.

Qualifying languages are: Cantonese, Japanese, Mandarin, Sign Language, Spanish, Tagalog, Thai, Vietnamese, Farsi, and other language(s) deemed appropriate by the City.

## **16.7 Hazardous Duty Pay**

Following are some example of duties considered as hazardous duty:

Use of high climbing rope for tree trimming work;

Use of mechanical, hydraulic or pneumatic boom equipment for high electrical or mechanical work;

Use of climbing equipment for high pole work;

Repair of knockdowns in which there is potential contact with high voltage electrical wires;

Operation of the Stinger Crane when there is potential contact with high voltage electrical wires;

Work in confined spaces as determined by the City, except as performed by employees in the water pollution control series.

Confined space is a space defined by the concurrent existence of the following conditions:

Existing ventilation is insufficient to remove dangerous air contamination and/or oxygen deficiency which may exist or develop; and

Ready access or egress for the removal of a suddenly disabled employee is difficult due to the location and/or size of the opening; and

Dangerous Air contamination" and "oxygen deficiency" are used as defined in Title 8, Article 108, Section 5156 of the California Occupational Safety and Health Code.



As used in this Article, “high” means that the nature of the work requires the employee to operate at a height above the ground that presents a danger of injury from a fall.

Employees in the following classifications shall receive a 1.5% hazardous duty differential over their regular base pay, regardless of the duties listed above.

The following is the exclusive list of classifications eligible for hazardous duty pay. Employees who do not occupy one of the following classifications cannot be assigned to perform duties that fall within the scope of hazardous duty pay.

<b>Job Code</b>	<b>Classification</b>
5753	Cross Connection Control Specialist
5310/5315/5320	Facilities Technician 1/2/3
5301	Facility Attendant 2
7325	Groundsworker
5100	Heavy Equipment Operator
5860/5850	Maintenance Worker 1/2
5350	Parks Leader
7675	Parks Worker 3
5510	Public Works Crew Leader
5640	Public Works Supervisor
5651	Senior Building Services Leader
5710	Senior Maintenance Worker
5600	Senior Park Utility Worker
5930	Senior Wastewater Collections Worker
5820	Senior Water Distribution Worker
5200	Street Lighting Technician
7800	Utility Worker
5830	Water Distribution Worker
5810	Water Distribution Crew Leader
5800	Water Distribution Supervisor
4100	Water System Operator
5920	Wastewater Collections Crew Leader
5910	Wastewater Collections Supervisor

## **16.8 Certification Pay**

Effective the first full pay period following ratification and approval by the City Council, the City shall pay for training, acquisition, and maintenance of the certifications listed below.

Employees shall receive a total of 2.5% certification pay for the possession of one or more of these certifications as follows for all paid hours, including all overtime, as well as leave payouts.

<b>Job Code</b>	<b>Classification</b>	<b>Certification</b>
7900	Water Pollution Control Operator-in-Training	Grade 1 or higher Operator's Certificate/California State Water Resources Board
5901	Water Pollution Control Operator 1	Grade 2 or higher Operator's Certificate/California State Water Resources Board
5900	Water Pollution Control Operator 2	Grade 3 or higher Operator's Certificate/California State Water Resources Board
5751	Sr. Water Pollution Control Operator	Grade 4 or higher Operator's Certificate/California State Water Resources Board
5752	Principal Water Pollution Control Operator	
5730	Principal Design and Construction Operator	Grade 4 or higher Operator's Certificate/California State Water Resources Board
5830	Water Distribution Worker	Backflow Prevention Assembly Tester or Cross Connection Control Program Specialist from American Water Works Association  Or  Grade D3 or higher Water Distribution Operation Certificate from California State Water Resources Board
5820	Sr. Water Distribution Worker	
5810	Water Distribution Crew Leader	
5753	Cross Connection Control Specialist	Grade D3 or higher Water Distribution Operation Certificate from California State Water Resources Board
5800	Water Distribution Supervisor	Cross Connection Control Program Specialist from American Water Works Association  Or  Grade D4 or higher Water Distribution Operation Certificate from California State Water Resources Board

<b>Job Code</b>	<b>Classification</b>	<b>Certification</b>
4100	Water Systems Operator	<p>Grade T2 or higher Water Treatment Operator Certificate issued by the California State Water Resources Board</p> <p>Or</p> <p>Grade D3 or Higher Distribution Operator Certificate issued by the California State Water Resources Board</p> <p>Or</p> <p>Backflow Tester Certification approved by the American Water Works Association</p> <p>Or</p> <p>Cross-Connection Specialist Certification approved by the American Water Works Association</p>
5850	Maintenance Worker 2 – Wastewater Collections Division only	Grade 2 or higher CWEA Collections System Maintenance
5930	Sr. Wastewater Collections Worker	
5920	Wastewater Collections Crew Leader	
5910	Wastewater Collections Supervisor	Grade 3 or higher CWEA Collections System Maintenance
5400	Water Pollution Control Plant Mechanic	Grade 2 or higher CWEA Plant Maintenance Mechanical Technologist
5425	Sr. Water Pollution Control Plant Mechanic	<p>Or</p> <p>Grade 2 or higher CWEA Plant Maintenance Electrical/Instrumentation Technologist</p>

<b>Job Code</b>	<b>Classification</b>	<b>Certification</b>
5320	Facilities Technician 3	EPA Section 608 Technician Certification (Type II or Universal)
5651	Sr. Building Services Leader	

The first full pay period following receipt by the Department of Human Resources of a copy of the employee's certification (passing of exam and completing all other requirements, e.g. experience, time in class, etc.), the City shall begin payment of the certification pay.

In order for an employee to continue to receive certification pay, the certification must be current and valid. Prior to expiration of the current certification on file, a renewed or current/valid certification must be received by the Department of Human Resources in order to continue the certification pay. Should an employee fail to renew his/her certification by the expiration date, the certification pay shall cease beginning the first full pay period following the expiration of the existing certification.

## **16.9 Standby Duty and Compensation**

Standby duty is defined as that circumstance which requires the employee so assigned to:

Be ready to respond in a reasonable time to calls for her/his service;

Be readily available at all hours by telephone, or other communication devices, and

Refrain from activities which might impair her/his assigned duties upon call.

Standby duty rotation shall be assigned by a management supervisor or his/her designee in writing according to the following terms and conditions;

Standby rotations and schedules shall be determined with as much advanced notice as practicable.

The trading of standby rotation slots, days, or shifts may be allowed at supervisor's discretion, with advanced notice and notification to the proper dispatching agent.

One shift of standby duty worked is defined as a period spent by an employee either standing by or working while on standby duty, lasting approximately 8 hours per day. Each standby duty rotation has a maximum of 3 paid shifts per

day, and at no time shall 3 total paid shifts per day be exceeded, including situations that might arise from shift trades.

An employee is not considered to be on standby duty during the time overlapping that employee's own regular hours (excepting holidays) or during a time that another employee on their regular hours is covering that Division's on-call duties.

Standby duty rotation shall be compensated according to the following rules:

1 hour of compensation at the overtime rate for each shift of standby duty worked; plus

3 hours compensation at the overtime rate on completion of 14 consecutive shifts of standby duty worked.

On City observed holidays, standby shall be compensated at the rate of 1.5 hours at the overtime rate for each shift of standby duty worked.

For standby on a weekend (defined as the end of the employee's regular shift on Friday and the beginning of the employee's regular shift on Monday), bonus standby pay is paid on completion of 3 consecutive shifts of Standby Duty, at the rate of 1 hour of compensation at the overtime rate. An employee on Standby for Saturday would receive 1 hour at the overtime rate for Saturday;

an employee on Standby for Sunday would receive 1 hour at the overtime rate for Sunday; an employee who was on Standby for both Saturday and Sunday would receive 1 hour for each day; for a maximum of 2 hours for a weekend of standby duty.

Standby hours shall be recorded on the employee's timecard by using the "Standby" pay code.

#### **16.10 Call-Out Duty and Compensation**

An employee who is assigned to standby duty pursuant to the Standby Duty and Compensation provisions of this Agreement, and is directed to return to work, shall be compensated beginning at the time employee receives the call, and ending at the time the actual city work is complete (travel time home is not payable under this policy), or by a minimum payment of 1.4 hours at the overtime rate. However, time allowed for travel from the time of the call to the work site shall not exceed any time limit established by a department or division for response time and standby eligibility provided that such time limit shall not be less than 30 minutes. For example, ESD water distribution currently requires that an employee on standby be



able to respond to calls on location within 30 minutes; travel time for such an employee would be the lesser of actual travel time or 30 minutes.

If a new call-out is received prior to the completion of the previous call-out assignment, the new call-out will be considered a continuation of the previous call-out, and no additional minimum shall apply.

When assigned to standby duty on a City observed holiday, the call-out minimum shall be two (2) hours at the overtime rate.

Employees who do not return to work but who are contacted by telephone and are required to respond shall be paid a call out minimum of 30 minutes at the overtime rate, provided such calls occur between 11:00 p.m. and 4:00 a.m., or shall be paid for actual time worked at the overtime rate, whichever is greater. For calls that occur outside of the above referenced time period, employees shall be paid for the actual time worked at the overtime rate.

Call-Out hours shall be recorded on the employee's timecard by using the "Call-Out" pay code.

#### **16.11 Call Back Pay**

An employee who is not on standby duty pursuant to Article 16.9, and who has completed his/her work day and has left his/her work site and is ordered to return to duty following the employee's normal work day ("called back"), shall receive call back pay beginning at the time the employee begins responding to the call, which is generally the time of the call, and ending at the time the actual city work is completed (travel time home is not payable under this policy), or a minimum payment of two (2) hours at the overtime rate if each of the following conditions is met:

The order to return to work occurs following the termination of his/her normal work shift on the day the return is required,

The return is necessitated by unanticipated work requirements, and

The employee actually returns to work (i.e. defined as physically returning to work).

An employee who receives a "call back minimum" and who leaves work, shall not receive another "call back minimum" if they are again called back to work within two (2) hours of the previous call back.

An employee who is ordered to begin his/her shift up to two (2) hours prior to his/her normal starting time shall not be eligible for call back pay for that early call back.

Employees who do not return to work but are contacted by telephone, pager, or computer, shall not be paid a call back minimum, but shall be paid for actual time worked at the overtime rate. Employees who are listed on a City emergency call list and who are called to respond in an emergency situation are deemed authorized by virtue of their inclusion on the emergency call list to respond directly to the emergency call and are not required to obtain additional authorization prior to either an over-the-phone, computer, or in-person response.

Call-Back hours shall be recorded on the employee's timecard by using the "Call-Back" pay code.

#### **16.12 Court Pay**

When scheduled and required by the City to appear in court on his/her regularly scheduled day off, an employee shall modify his/her work schedule so that the City-related court duties occur during the employee's work time. In those situations where the work schedule cannot be modified, an employee shall receive a minimum of four (4) hours at the overtime rate if the following conditions are met:

The court appearance occurs either during the employee's scheduled day off, or between shift duty for employees scheduled on the graveyard shift.

For the purpose of this Article, the graveyard shift is defined as any shift beginning between 7:00 p.m. and 12:00 midnight.

#### **16.13 Emergency Overtime for Employees/Rest Period**

If an employee is required to respond to an emergency call that requires him/her to work more than twelve hours within a twenty-four-hour period, the employee shall be entitled to an eight hours rest period prior to returning to work. If any portion of the rest period occurs during the employee's regular schedule, the employee shall receive regular paid compensation for that time.

This section shall not apply to a declared disaster or period of emergency as determined by the City Manager.

#### **16.14 Class A and B Driver's License Compensation**

Effective July 28, 2019, employees who are required to possess and maintain a Class A or B California Driver's License shall receive an additional \$100 per month (\$46.15 per pay period). Such payment shall not be made for any period of time when the employee's license is suspended or revoked, or the employee is determined to be unable to operate a commercial vehicle due to a lapsed DMV commercial driver medical clearance or as a result of removal from safety-sensitive

functions by a medical review officer, due to a positive DOT-mandated drug or alcohol test.

#### **16.15 License Reimbursement**

Employees who are required by the City to maintain a Class A or B California Driver's License and who successfully renew their driver's license or acquire a new license upon starting a new assignment requiring a Class A or B Driver's License shall, upon submission of a receipt by the employee, be reimbursed by the City for the difference in cost between such license and a California Class C Driver's License.

#### **16.16 Shift Differentials**

Effective the first full pay period following ratification and approval by the City Council, employees regularly assigned to swing, graveyard, or rotate shift (i.e. relief on day, swing or graveyard shifts [R1] or relief on swing and graveyard shifts [R2]) shall be compensated with a 5% differential. Shift differentials will continue when employee is on paid leave.

#### **16.17 Trainer Compensation**

An employee in the classification of Community Service Officer (CSO) who is selected and designated by the Department of Public Safety Management as a CSO Training Officer shall be compensated at five percent (5%) above the employee's normal base pay. A maximum of two (2) CSOs shall be selected and designated as CSO Training Officers at any one time, and receive the trainer compensation. Trainer compensation shall be paid for all working hours including overtime, and leave time taken.

The selection, designation, and un-designation of CSO Training Officer shall be based upon operational need by the Department of Public Safety Management.

### **Article 17 INSURANCE PLANS**

The City shall continue to provide group Medical, Dental, Vision, Life/AD&D, long term disability insurance plans, and the Employee Assistance Program. Any health plans for which the City contracts directly with the provider, prior to changing the provider or the level of benefits, the City shall first give the Union the opportunity to meet and agree concerning such changes.

The City shall contribute the medical and cafeteria plan contributions as provided in Section 17.1 toward Medical, Dental, and Vision. The medical plan contribution shall be applied to medical premium only. The cafeteria plan contribution shall be applied first to

any remaining unpaid medical premium, then toward the premiums for dental and vision insurance.

## 17.1 Medical Insurance

The City's contribution to the medical and cafeteria plans will be as follows:

- a) Calculate 80% of the average of the family monthly premium for Region 1 (Bay Area) CalPERS Blue Shield Access HMO and the CalPERS Kaiser HMO plan.

### 2019 Calculation

Kaiser	\$1,997.45 per month
Blue Shield	\$2,524.34 per month
Average	\$2,260.90 per month
80% of average	\$1,808.72 per month

- b) The contribution as described in section 17.1(a) will be allocated 49% medical contribution and 51% cafeteria plan.

### 2019 Calculation

49% Medical -	\$ 886.27
51% Cafeteria -	\$ 922.45
Total contribution	\$1,808.72

- c) Annual medical and Cafeteria Plan changes during the term of this MOU shall be calculated in accordance with the formula described in section 17.1(a) and 17.1(b). However, any annual increases in the medical contributions shall not exceed a 5% total increase. Any amount in the formula increase that will exceed a 5% increase in the medical contributions shall be allocated to the cafeteria plan contribution.

### 2019 Calculation

Medical -	\$ 877.44
Cafeteria -	\$931.28
Total contribution	\$1,808.72

- d) Cafeteria Plan contributions may be used by employees to purchase both taxable and non-taxable benefits including medical premiums, dental premiums, family vision premiums, and supplemental life/AD&D premiums. Effective the plan year beginning January 2020, cafeteria plan contributions shall not be used to purchase supplemental life/AD&D premiums. Supplemental life/AD&D premiums will be paid by employees.

There shall be no cash payments for any unused Cafeteria Plan contributions.

- e) Medical, dental, and vision premium contributions are paid for on a pre-tax basis; however, the City agrees to continue to provide employees with an option to pay their insurance premium contributions on a post-tax basis, to the extent permitted by the Internal Revenue Code.

## **17.2 Cash In-Lieu of Medical Coverage**

Effective the first full pay period following ratification and approval by the City Council, cash in-lieu of medical coverage is no longer offered.

## **17.3 Dental Insurance**

Dental insurance at the current benefit level will continue to be provided. The City contribution for dental insurance shall be as provided in Section 17.1.

If spouses or registered domestic partners are represented by different bargaining groups, dual coverage under the dental plans offered for each bargaining group will be allowed. Dependents may be covered under one or both dental plans. Coordination of benefits by the dental providers will be made pursuant to current industry standards.

Dental insurance is available for enrollment the month following an employee's date of hire.

## **17.4 Vision Insurance**

Vision insurance at the current benefit level will continue to be provided; such coverage includes a deductible that the employee must pay at the time of service. The City will contribute the full cost of the premium for employee and up to one dependent. City family coverage contribution is provided in Section 17.1(b).

## **17.5 Employee Assistance Program**

The Employee Assistance Program will continue to be provided. Enrollment is mandatory, and the premium is fully paid by the City.

## **17.6 Registered Domestic Partners**

SEA/IFPTE Local 21 and the City shall comply with State and Federal law regarding the provision of Registered Domestic Partner benefits.

### **17.7 Life/AD&D and Long-Term Disability Insurance**

The City shall provide Life and Accidental Death and Dismemberment (Life/AD&D) insurance for each employee in an amount equal to that employee's annual base salary, up to a maximum coverage of \$175,000.

Such insurance shall be at no cost to the employee, except that, insurance amounts above \$50,000 provided by the City shall be subject to tax law provisions.

At the time of hire, an employee may purchase supplemental Life/AD&D insurance in an amount equal to the employee's annual base salary, up to a combined maximum coverage of \$175,000.

Current employees, who did not purchase supplemental Life/AD&D insurance at the time of hire, may purchase supplemental Life/AD&D insurance during open enrollment in an amount as provided in the above paragraph, subject to approval by the carrier.

The City shall also provide Long Term Disability insurance that provides 67% of the employee's annual base salary to a maximum of \$11,000 per month of paid benefits, subject to the terms of the contract with the carrier.

### **17.8 Dependent Care**

The City shall continue to provide a plan in accordance with the Internal Revenue Code Section 129 allowing employees to qualify for pre-tax dependent care savings.

### **17.9 Health Care Reimbursement Account**

The City shall continue to provide a plan in accordance with the Internal Revenue Code Section 125 that provides an option for employees to pay for health care expenses on a pre-tax basis.

### **17.10 Short-Term Disability Insurance**

The parties contemplate that SEA/IFPTE Local 21 will explore alternative short-term disability plans, including the California SDI program. Nothing herein shall preclude the parties from implementing by agreement a short-term disability plan. If SEA/IFPTE Local 21 selects the State SDI program, it will be adopted with an integration feature. In the event there is no agreement between SEA/IFPTE Local 21 and the City regarding the implementation of a plan other than SDI, and the City is preparing to implement a short-term disability insurance program with its management group, the City will provide notice and relevant information to SEA/IFPTE Local 21 prior to implementing such short-term disability program with respect to SEA/IFPTE Local 21. The City will provide an opportunity for input, but formal bargaining (per GC § 3505) will not be required.



### **17.11 Affordable Care Act**

At such time as regulations are issued implementing the Affordable Care Act (ACA), the City and the Union will meet and confer to review the impact of such regulations on the benefit plans then in force. If modifications to the health benefits, eligibility for coverage, employer or employee contribution to the cost of insurance or any other provisions of the benefit plans covered by this MOU will be modified by the ACA during the term of this agreement, it is agreed that the City and the Union will meet and confer how such mandated changes will be implemented. In the event of meet and confer, the City will not unilaterally impose changes that would cause a reduction in City contributions towards benefits.

## **Article 18 LEAVES**

The following employee benefits, as they are set forth in the City's Salary Resolution, are included by reference in this Agreement:

Leave Benefits  
Leave Authorization  
Leave Benefits; To Whom Applicable  
Leave Payment  
Leave Substitution  
Special Schedule - Holiday Leave

### **18.1 Paid Time Off**

#### **a) Definition**

Paid Time Off (PTO) is paid leave earned by employees that may be used for vacation, medical appointment, illness/injury, emergency, or personal business such as care of sick family members or school visits or similar appointments. Leaves not included in PTO which remain separate leaves are bereavement, jury duty, military duty, workers' compensation, floating holiday and holiday.

#### **b) Accrual**

All probationary and regular employees shall accrue PTO. PTO begins accruing on the first day of employment and is prorated on an hourly basis for each paid hour. All regular paid hours shall count toward PTO accrual. Time-off in excess of PTO accruals and other available leave shall be leave without pay. As employees use PTO, the time used shall be deducted from the employee's current PTO balance.

c) Accrual Rates

Employees shall accrue PTO each pay period in relation to their years of continuous service.

The Accrual rates are listed below:

<b>Pay Periods of Service</b>	<b>Years</b>	<b>Hours/Pay Period</b>	<b>Accrual Rate Hours/Year</b>
1-25.99	0 to 1	5.5	143
26-129.99	1+ to 5	6.5	169
130-259.99	5+ to 10	8.0	208
260-441.99	10+ to 17	9.5	247
442-649.99	17+ to 25	10.5	273
650 or more	25 or more	11.0	286

Accruals carry over from one payroll calendar year to the next.

For new hires, the City Manager may authorize a higher accrual rate within the PTO accrual table.

d) PTO Accrual Cap

An employee may accrue up to 885 hours of PTO. An employee will no longer accrue PTO once the employee reaches the 885 hours cap until the employee uses PTO to reduce the employee's leave balance, or the employee cashes-out PTO time as provided in this Article.

e) Scheduling PTO

Employees use 8 hours of PTO leave to take a full day of leave on a 40-hour schedule. An employee on an alternative work schedule shall use the number of hours relevant to the alternative work schedule to take a full day of leave. An employee may take scheduled or non-scheduled PTO in increments of less than one full day. PTO may be taken in either of two methods, scheduled and non-scheduled, as follows:

1. Scheduled PTO

All employees may take scheduled PTO. Except for illness or emergency, all PTO shall be pre-planned and pre-approved in accordance with any applicable department, division and/or City policy.

## 2. Non-Scheduled PTO

All employees may take non-scheduled PTO for an unanticipated illness or emergency. On the day of the absence, an employee, or someone on the employee's behalf, must provide notice of non-scheduled PTO at or before the start of the employee's scheduled work day. The notice must designate the absence as either an illness or an emergency. The City may take disciplinary action against an employee who fails to provide notice, uses non-scheduled PTO for a reason other than unanticipated illness or emergency or circumvents the scheduled PTO process.

An employee's routine use of non-scheduled PTO might cause the City to suspect leave abuse and initiate an investigation. This investigation could include but is not limited to requesting that the employee obtain a physician's note concerning an illness which the City suspects is part of a pattern of leave abuse or if the City has information that the employee may not have been ill or injured.

## 3. Return to Work Following Illness or Injury

The City may require, with approval by the Human Resources Director or the Director's designee, a return to work medical clearance for any employee using PTO due to an illness or injury if the employee is absent more than five (5) consecutive days.

### f) PTO Cash-Out

Each employee in a classification represented by SEA/IFPTE Local 21 shall be required to submit an irrevocable election form in the preceding calendar year specifying the number of hours of Paid Time Off that he/she will irrevocably elect to cash out in the following calendar year.

The parties agree to meet and discuss an IRS qualifying exception for cases of extreme hardship.

One time each year, each employee may cash-out accrued PTO on the last pay day in October.

An employee may cash-out up to 100 hours of PTO each year, so long as the employee maintains a balance of at least 120 hours.

The City will compensate the employee for the cashed-out hours at the employee's base pay rate at the time of the cash-out. The minimum number of hours that may be cashed out is 8 hours.

g) PTO Compensation at Separation

An employee will be paid for all PTO hours in the employee's leave bank upon separation. The PTO will be paid at the employee's base pay rate at the time of separation. An employee, at the employee's option and with City Manager approval, may use accrued available PTO to extend the date of separation or retirement.

h) PTO Donation

An employee may donate PTO to another City employee who has experienced a serious illness or injury that is not fully covered by the injured or ill employee's PTO and/or other City leave programs, consistent with the City-Wide Employee Emergency Relief Fund Program set forth in Article 19.3.

## **18.2 Holiday Leave**

Holidays for employees include:

New Year's Eve  
New Year's Day  
Martin Luther King Jr. Day  
Presidents' Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve  
Christmas Day

Holiday leave is taken in full day (8-hour) increments. A maximum of 8 hours of holiday leave may shall be recorded for any single work day (see Exhibit B, Example C).

a) Library Employees

For holidays observed by the City, Library employees shall be assigned to work the holiday by first asking for volunteers and then by filling the remaining needed assignments by rotating equally among all qualified employees.

b) Holidays and Alternate Work Schedule

Holiday leave is for eight hours per holiday. When a holiday falls on a day when an employee working an alternate schedule would normally work more than eight hours a day, that employee shall have the option, subject to approval of the

employee's supervisor, of making up the difference between the eight-hour holiday and his or her normal workday by working the additional time during the same workweek during which the holiday falls. A supervisor's denial of this option must be based upon operational need. Employees who do not take this option will be required to use accrued/banked paid leave to make up for the additional time-off on the holiday. (See Exhibit B, Example C)

In the event that a City-observed holiday falls on an employee's non-scheduled workday, the holiday hours that the employee would otherwise receive will be automatically credited to that employee's floating holiday leave bank, unless the employee takes another day off that workweek subject to supervisor approval or receives holiday pay. Any remaining floating holiday balance will be automatically cashed out at the end of each payroll calendar year. (See Exhibit B, Example D)

Any paid City holidays, which occur on employee's non-scheduled workday, shall not be counted as hours worked for determination of overtime for that workweek. (see Exhibit B, Example D).

When an employee takes an entire workweek off for any reason and the holiday occurs on the employee's non-scheduled workday, it shall not generate any overtime pay or more than 40 regular hours of pay for the workweek under any circumstances. Employee is required to record 8 hours of holiday leave on the time card for each of the holidays occurring within that workweek, and reduce the corresponding number of hours from other paid leave. (See Exhibit B, Example E)

c) Floating Holidays

Employees shall be credited with thirty (30) hours of floating holiday leave on the first day of the first pay period in the payroll calendar year.

Newly hired employees shall be credited with a pro-rata share of floating holiday hours, based upon the proportion of the calendar year remaining after their date of hire.

Use of floating holiday leave shall be subject to approval in advance by the employee's supervisor.

Employees separating City employment shall have their allotment of floating holiday leave for that year pro-rated based upon their date of separation.

Any employee who has used less than his/her pro-rated allotment for the portion of the calendar year worked, shall have the balance paid to him/her on his/her final paycheck.

Any employee who has used more than his/her pro-rated allotment for the portion of the calendar year worked, shall have the overage offset against any available accrued leave, on his/her final paycheck. The employee may also authorize the deduction from his/her final compensation. If the employee's final paycheck is insufficient to repay the overage, the employee shall reimburse the City immediately.

Unused floating holiday leave at the end of the payroll calendar year will be mandatorily cashed out.

### **18.3 Bereavement Leave**

Effective the first full pay period following ratification and approval by the City Council, an employee shall be entitled to bereavement leave with pay in an amount not to exceed forty (40) work hours for each death occurring to a person on the list below.

To qualify for bereavement leave, the death must occur to an employee's spouse or registered domestic partner, father, mother, step-father, step-mother, son, daughter, brother, sister, grandparent, great-grandparent, grandchild, or great-grandchild; or to the father, mother, step-father, step-mother, son, daughter, brother, or sister, grandparent, great-grandparent, grandchild, or great-grandchild of an employee's spouse or registered domestic partner, or an individual that the employee or spouse have legal guardianship over.

A death certificate is sufficient to demonstrate qualification for bereavement leave for any relationship.

Except as provided herein, all bereavement leave must be used within twelve (12) calendar months of the date of the eligible incident, and in increments of one (1) day.

The department director may approve requests for leave usage in less than full day increments; provided that the decision on such usage is not grieveable.

The City reserves the right to require proof of death from the employee.

### **18.4 Jury Leave**

An employee is entitled to jury leave subject to conditions and limitations contained in the Administrative Policy Manual as the same exists or is amended hereafter, subject to meet and confer obligations.



## **18.5 Military Leave**

Employees assigned to active military duty are entitled to military leave in accordance with the provisions of applicable State and Federal laws, and the Administrative Policy Manual as the same exists or is amended hereafter, subject to meet and confer obligations.

## **18.6 Paid Medical Leave (PML)**

Employees may be authorized up to forty (40) hours of non-accrued interim PML (for illness or injury) from the date of employment for the first twenty-six (26) pay periods; provided, however, that at the conclusion of the twenty-sixth (26th) pay period the interim PML shall terminate, including any unused amount. The total allowable interim PML for employees for work-related and non-work related illness/injury combined is forty (40) hours during the first year of employment.

Employees qualify for PML after completion of twenty-six (26) consecutive pay periods from the date of original appointment. Effective the first full pay period following ratification and approval by the City Council, employees shall be required to use accrued/banked paid leave for the first 120 hours of any absence for the illness or injury. Following the employee's use of accrued/banked paid leave for the first 120 hours, the City will cover the remaining time period in PML for the same illness or injury for the employee up to 90 calendar days of paid leave for the same illness or injury. After 90 calendar days, the employee shall be eligible to apply for Long Term Disability coverage provided pursuant to the City's insurance policy.

## **18.7 Compensatory Time Off**

An employee may select compensatory time off (CTO) in lieu of cash compensation for overtime required to be worked under Article 16.4.

Compensatory time shall accrue at the rate of time-and-one-half for each hour of overtime.

At any given time, an employee may not have a current CTO accrual balance of more than one hundred (100) hours.

Compensatory time off accruals of greater than sixty (60) hours shall be automatically cashed-out at the end of each payroll calendar year. At any time, an employee may at his or her election, cash out any compensatory time hours that he/she has in his/her compensatory time leave bank over 60 hours.

## **18.8 Accrued/Bank Leave usage**

All accrued/banked leave (including, for example, but not limited: Paid Time Off, Compensatory Time Off, Floating Holiday) may be used by an employee for

scheduled and unscheduled time off, consistent with the department and administrative policies for approval process.

## Article 19     ADDITIONAL BENEFITS

### 19.1   Workers' Compensation Benefits

#### a) Salary Continuation

Employees unable to work due to a qualified work-related injury shall be placed on workers' compensation leave (WC leave). During the first 60 days of such leave, employees will be entitled to receive two-thirds of their salary (untaxed income in accordance with state and federal law) as workers' compensation benefits and one-third of their salary (taxed income) through the City's salary continuation program. During this salary continuation period, employees shall receive the same benefits, service credit and seniority rights as they would if working. This salary continuation benefit is only available to employees who have completed 26 pay periods of service.

#### b) Waiting Period

There will be no waiting period before workers' compensation benefits or salary continuation begins for a qualified WC injury or illness.

#### c) Leave Supplement Option

From the 61st day and continuing on WC leave, the employee shall receive two-thirds of their salary as workers' compensation benefits paid by the City's third-party administrator. Salary continuation will cease, but employees shall have the option to use accrued/banked paid leave in order to receive their full salary. Employees shall not be required to use accrued/banked paid leave during this time. Employees who are out on a WC leave for more than 90 days will be placed on Long Term Disability (LTD) status and can apply for Long Term Disability insurance benefits. WC temporary disability benefits continue during this period.

#### d) Medical Appointment

If follow-up treatments and medical appointments are required to treat the work-related injury or illness after an employee returns to work from WC leave, the employee is entitled to use up to two hours of workers' compensation appointment leave (paid time) for each appointment. Such paid medical leave appointments shall be allowed until the employee is declared permanent and stationary by the treating physician. Once such designation has been made, the

employee will be required to use accrued/banked paid leave for any further medical appointments.

e) Health Benefits

During WC leave, health premiums are paid in the same manner as they are while the employee is working: one month in advance. If the employee is out for more than 60 days, the premium for days 61-90 would be covered from the prior month's premiums. After 90 days off work, when the employee is on LTD status, the employee will be on direct pay for health insurance.

f) Seniority

Employees will accrue full seniority for the first 90 days of WC leave regardless of whether they use accrued/banked paid leave to supplement WC benefits. After 90 days on WC leave, the accrual of seniority will cease as the employee would be on LTD.

g) CalPERS Service Credit

Employees will accrue service credit while on salary continuation during the first 60 days off work. Service credit is not accrued once salary continuation ends unless the employee opts to use accrued/banked paid leave. If the employee uses accrued/banked paid leave, service credit will only accrue for the actual accrued/banked paid leave hours used. However, CalPERS gives credit for a full year as long as the employee is in full paid status for 10 months of the fiscal year.

## **19.2 Tuition Reimbursement**

Employees are eligible for tuition reimbursement as provided in the City's Administrative Policy and shall be limited to a maximum reimbursement of \$1,500 per employee per fiscal year. Such reimbursement shall be provided according to the following criteria:

- a) Courses, certificates or course taken towards a degree program directly related to present position or directly related to potential promotional position are reimbursable at 100% of the course cost.
- b) Courses required for an Associate, Bachelor or Graduate degree program unrelated to the employee's present or potential promotional position are reimbursable at 50% of the course cost

No reduction of City services will result due to the tuition reimbursement program.

### **19.3 City-Wide Employee Emergency Leave Relief Fund**

The City-Wide Employee Emergency Leave Relief Fund is a program that allows an employee who has leave hours accrued, the opportunity to donate a portion of his/her accrued leave to benefit another employee needing paid emergency leave.

To benefit from this Fund, the receiving employee must be eligible to accrue City paid leave time, must have used all available accrued leave and must have a personal emergency that requires the employee to be on leave from work responsibilities to attend to the emergency.

As with any leave of absence, the absence must be pre-approved by the employee's management supervisor or his/her designee.

To receive relief hours from the Fund, the employee, a member of the family or a friend, must submit a written request to the City Manager or designee stating the hours needed and briefly explaining the circumstances of the emergency requiring use of hours from the Fund.

Rules and procedures defining the use of this Fund shall be promulgated by the City Manager or his/her designee. Any changes to the policy are subject to the meet and confer process.

### **19.4 Jackets-Water Pollution Control**

It is agreed that the City will provide 2 insulated wind breaker-type jackets with a zipper front for employees in the Water Pollution Control Operator series and the Water Pollution Control Plant Maintenance Mechanic series. It is further understood that the employees will leave the jackets at the Water Pollution Control Plant when they are off duty.

### **19.5 Safety Footwear**

Each employee required by the City to wear safety footwear (see Exhibit D) shall be required to purchase and wear OSHA-approved safety footwear and shall receive an allowance for the purchase of such footwear. The Human Resources Department shall maintain the listing of eligible classifications/positions, and shall post the list on the City's intranet site. If an employee's manager determines that an employee who is not on the list should have safety footwear, the manager shall provide the information to the Human Resources Department, and if the Risk Manager approves, the employee shall promptly be added to the list.

The maximum allowance shall be two hundred and twenty-five dollars (\$225.00), and may be used for more than one pair of safety footwear. Effective the first full pay period in July following ratification and approval by the City Council, the

amount shall be two hundred and seventy-five dollars (\$275.00). The amount shall be posted on the City's intranet site along with other employee benefits.

The allowance shall be paid at the end of the first full pay period in July of each year to those active employees in classes requiring safety footwear or for employees hired after that time, during the first full pay period of employment. Should an employee use accrued available leave time to extend the date of separation or retirement, and should the utilization of leave time cross July 1, the employee shall not receive any safety footwear allowance for the new fiscal year.

#### **19.6 Tool Allowance**

Effective the first full pay period in July following ratification and approval by the City Council, the Lead Equipment Mechanic, Equipment Mechanic, Equipment Mechanic-In-Training and Fleet Services Coordinator classifications shall receive a tool allowance of \$450 per fiscal year. Such allowance represents the full compensation for tools, including replacement of lost or broken tools except that verified losses which would be subject of the City's property damage coverage such as losses from fire, break-in and/or theft, and vandalism are excluded from this limitation.

The allowance shall be paid at the end of the first full pay period in July of each year to those active employees in the classifications listed above, or for employees hired after that time, during the first full pay period of employment. Should an employee use accrued available leave time to extend the date of separation or retirement, and should the utilization of leave time cross July 1, the employee shall not receive any tool allowance for the new fiscal year.

Tool allowance will be reported as special compensation subject to CalPERS' determination.

This provision does not apply to Water Pollution Control Plant Mechanics.

The City shall provide a minimum set of tools for each of the employees in the classifications of Plant Mechanic and Senior Plant Mechanic employed at the Water Pollution Control Plant, as specified in Exhibit E.

#### **19.7 Testing for City Vacancies**

Any employee represented by SEA/IFPTE Local 21, who desires to test for a position advertised and posted by the City, if such a position represents a promotion or lateral transfer, shall be entitled to time off without loss of pay for the period required to take any and all parts of the testing process. Each employee is allowed to exercise this prerogative twice per year, with as much advance notice to his/her supervisor as possible. Employees who wish to participate in more than two testing processes shall be allowed to do so but shall be required to use accrued leave or take time off without pay to participate in the process.

## **19.8 Direct Deposit**

An employee may directly deposit all or a portion of his or her net pay to a bank of his or her choice via direct electronic paycheck deposit.

Each employee desiring this alternative must deliver a signed authorization to the Department of Human Resources requesting such electronic deposit. Along with the authorization requesting electronic deposit, the employee must also file a waiver prepared by the City stating that the employee knows the City cannot control and is not responsible for, the day upon which the employee's bank credits his or her account with the deposited funds.

The specific procedures for direct deposit shall be as set forth in the City's Administrative Policy.

## **19.9 Commuter Transportation Benefit**

The City shall provide a plan in accordance with the Internal Revenue Code Section 132(f) that provides an option for employees to pay for qualified work-related transportation expenses for mass transit, van pools, and parking on a pre-tax basis. The monthly election limit is regulated by the IRS. This benefit shall be cost neutral to the City.

## **19.10 Reimbursement Procedures**

If either the City or an employee finds an overpayment has occurred, for whatever reason, it is the responsibility of the person discovering the error to bring it to the attention of the other party immediately. The overpayment may be reimbursed over the same amount of time that the overpayment occurred, up to the maximum of one year.

Any employee who receives an amount annually that is designated for work-related attire or equipment that is individual-specific and not capable of being transferred to another employee, and who, having expended the amount received and acquiring and using the item, terminates employment, is not required to reimburse the City a pro-rata amount for the attire or equipment. Unexpended amounts are subject to return upon termination of employment.

## **19.11 Reporting of Special Compensation - Uniforms**

Each employee required by the City to wear a uniform, and who actually wears the uniform during works hours, shall receive a uniform in a manner determined by the employee's department or division. A uniform is defined as clothing which is a ready substitute for personal attire the employee would otherwise have to acquire and maintain. This provision excludes items that are for personal health and safety.



A standardized value, as determined by the City and adjusted annually each fiscal year, for qualified uniforms shall be reported as “special compensation” as required by PERS procedures for employees in tier 1 and tier 2 as defined in Article 15 Retirement. The amount, not to exceed \$550 per fiscal year, shall be posted on the City’s intranet site along with other employee benefits.

The City will utilize the April to April CPI-U for the San Francisco Bay Area (San Francisco-Oakland-Hayward), and multiply that number by the current amount reported as special compensation for uniforms to establish the amount for the next fiscal year. The new amount will be reported to CalPERS beginning the pay period that includes July 1 in accordance with CalPERS requirements.

## **Article 20      WORKING CONDITIONS**

### **20.1    Work Schedules**

Individual departments or divisions must adhere to City-wide policies for non-shift personnel. These departments and divisions may not adopt or impose processes or procedures concerning work schedules, other than those related to business necessity and/or job-site safety, which are more stringent than those set forth in City-wide rules and regulations, unless the process or procedure was subject to SEA/IFPTE Local 21 comment before adoption.

An employee(s) may request an alternative work schedule(s) based on the guidelines found in the City’s Administrative Policy related to Work Schedules.

This policy specifically allows the establishment of alternative work schedules, including flextime schedules. It also requires that the City establish schedules that are attentive to the needs of individual employees while also assuring prompt, efficient and cost effective public service.

In addition to the present provisions for special schedules for individual employees, the following provisions are made for special schedules for shift personnel at the Water Pollution Control Plant:

A special schedule of varying hours in a bi-weekly pay period may be implemented for all shift personnel (Senior Water Pollution Control Operators, Water Pollution Control Operators, and Operators in Training) upon approval of two thirds (2/3) of the work group, the Department Director and the City Manager.

A special work schedule implemented according to the above procedure may be terminated at the end of a pay period by the City Manager, the Department Director,

or upon 2/3 vote of the affected shift personnel upon three (3) weeks written notice to each other.

The City agrees to consider the needs and desires of employees requesting a special schedule. If the City denies a request for a special schedule, then the City will give the employee(s) the reasons for the denial in writing.

## **20.2 Promotional Exams**

The department with an opening shall have the ability to interview and to appoint from among all of the applicants on the Eligible List consistent with the City's applicable Civil Service Rules. In this regard, the following provisions will apply:

For a City-wide promotional, the department may interview as many or as few candidates on the eligible list as it desires.

For a City-wide transfer, the department may interview as many or as few candidates on the eligible list as it desires.

For an open and competitive recruitment, the department may interview as many or as few candidates on the eligible list as it desires.

When the City conducts a City-wide promotional or transfer and an open and competitive recruitment for the same classification, regardless of how many candidates the department otherwise desires to interview pursuant to this Article, it shall interview SEA/IFPTE Local 21 employees who are within the top five candidates on the eligible list.

The parties affirm and accept the City Charter merit system principle.

## **20.3 Reclassification**

An employee may submit a request for a reclassification of his or her job to the Department of Human Resources and to his or her supervisor between February 1<sup>st</sup> and March 15<sup>th</sup> of each year.

Such request shall be processed through the employee's department and submitted to the Department of Human Resources.

Human Resources may decline a request for a study that has been previously reviewed within the past 24 months, unless the employee justifies such new request.

All reclassification submissions and notifications must comply with the timetable indicated below:

<b>Reclassification Requests</b>	<b>Final Filing Date for Department to submit to Human Resources</b>	<b>Final Date for Written Notifications Declining Requests</b>	<b>Completion Date</b>
Request submitted between February 1 <sup>st</sup> and March 15 <sup>th</sup>	March 31 <sup>st</sup> of same year	No later than June 30 <sup>th</sup> of the same year	9 months after submission date of request

Once the study is completed, if the City denies the reclassification of the employee's job, then the City shall give the employee the reasons for the denial in writing.

Once the study is completed, if the City reclassifies the job, and the employee who submitted the request was eligible to be promoted when the request was filed, the employee shall be appointed to the new position effective the first day of the pay period following the pay period in which the reclassification study was completed and approved. Upon completion of the study, if the employee is not eligible to be promoted, then the appointment shall be effective when the employee becomes eligible.

Change in status will not be implemented retroactively.

## **20.4 Reduction In Force**

If the City implements a reduction-in-force that affects employees in this Unit, it will be administered pursuant to the City's Administrative Policy related to Reduction in Force, consistent with the following concepts:

### **SENIORITY:**

Seniority is determined by total pay periods of service with the City, regardless of classification in which employed.

### **BUMPING:**

Employees identified for layoff shall have bumping rights to their current or previously held classification within the Unit based on seniority as defined above.

Employees wishing to bump must exercise these rights within seven (7) calendar days after receiving written notification of the layoff, otherwise the bumping rights shall automatically terminate.

Employees must meet the minimum qualifications for the classification and possess the knowledge, skills, and abilities to perform the duties and responsibilities of the specific position.

When the City determines that it must implement a reduction-in-force that affects employees in the Unit, the City shall give the Union reasonable advance notice.

Notice to the employee shall be in writing thirty (30) calendar days prior to the effective date of the layoff.

## **20.5 Health and Safety**

City will send the Union a copy of the minutes of the City Safety Committee after each meeting.

City shall make available applicable Material Data Safety Sheet available to affected employees, and provide training so employees will be able to read and interpret these data sheets as required by CalOSHA.

An employee designated by the Union shall be a member of the City-wide Safety Committee, if the Union so designates.

## **20.6 Job Sharing**

If requested, the City and the Union shall meet and confer to discuss and implement a job sharing program. The Union understands such discussions may have an impact on another City represented bargaining unit and those unit representatives may need to be consulted prior to any program implementation.

## **20.7 Job-Related Work**

Employees shall not be required to do job-related work during break periods. "Job-related work" includes any work set forth in a job description, stated as a component part of a job evaluation, or any work directed to be done by a supervisor or manager.

## **20.8 Grievance Procedure**

### **a) Definitions**

Grievance: A grievance is an alleged misapplication of a specific provision of this MOU, or of a specific provision of the Administrative Policy Manual, City Ordinance, or City Code, or departmental policies, rules or regulations, covering wages, hours or other terms or conditions of employment, which alleged misapplication adversely effects the grievant. The content of Employee Performance Audits or disciplinary actions are only appealable as provided in Article F.9 - Disciplinary Appeal Procedure.

Written Grievance: A written grievance is a grievance, as defined above, which has been reduced to writing on a form provided by the City and which shall

include the grievant's name, classification, department, immediate supervisor's name; representative's name, if any; the specific section of the MOU, ordinance or code alleged to have been misapplied; a specific description of the alleged grievance with the circumstances supporting the grievant's allegation; and the specific remedy requested to resolve the grievance.

**Grievant:** A grievant is an employee, a group of employees or the Union. A grievant may file a grievance as defined above. Alleged misapplications which affected more than one employee in a substantially similar manner may, by mutual agreement, be consolidated as a group grievance and thereafter represented by a single grievant.

Work day is defined as Monday through Friday exclusive of holidays.

b) Process

**Unwritten Grievance.** The grievant shall orally discuss his/her grievance with his/her immediate supervisor in an attempt to resolve the grievance.

The supervisor shall give an oral response to the employee within seven (7) work days of the issue being raised by the employee.

**Written Grievance.**

**Level 1**

If the grievant is not satisfied with the resolution proposed at the unwritten level, he/she may, within thirty (30) calendar days from the event giving rise to a grievance or from the date the employee could reasonably have been expected to have had knowledge of such event, file a formal written grievance with his/her program manager on a form prepared and supplied by the City. The program manager shall, within seven (7) workdays from the receipt of the grievance, meet with the grievant and give a written response to the grievant on the original grievance form.

**Level 2**

If the grievant is not satisfied with the written response from his/her program manager, the grievant may, within seven (7) workdays from the receipt of such response, file a grievance with the division-level manager. Within seven (7) workdays of receipt of the written appeal, such manager shall investigate the grievance, which shall include a meeting with the grievant, and give a written response to the grievant on the original form.

**Level 3**

If the grievant is not satisfied with the written response from his/her division-level manager, the grievant may, within seven (7) work days from the receipt of the response, appeal the grievance to the Department Director. Within seven (7)

work days of receipt of the written appeal, the Department Director or designee shall investigate the grievance, which may include a meeting with the grievant, and give a written response to the grievant on the original grievance form.

#### Level 4

If the grievant is not satisfied with the written response from the Department Director, the grievant may, within seven (7) work days from the receipt of the response, file a written appeal to the City Manager or designee. Within ten (10) work days of receipt of the written appeal, the City Manager or designee shall investigate the grievance, which shall include a meeting with the grievant, and give a written response to the grievant, which answer shall be final and binding, except as provided in Article 20.11 - Arbitration.

#### c) General Provisions

The time limits set forth herein above are to be strictly followed. Time limits may be waived only by written agreement signed by the parties.

If a grievant fails to carry his/her grievance forward to the next level within the prescribed time period, the grievance shall be considered settled.

If the original grievance is modified at any step, it shall be considered a new grievance and must be re-filed, treated as a new grievance and subject to all procedural considerations, unless modified in writing by mutual consent of the parties.

If a supervisor or manager fails to respond with an answer within the given time period, the grievant may appeal to the next higher level.

The grievant may be represented by a person of his/her choice at any formal level of this procedure.

Formal levels may be waived by mutual written consent of the parties.

If the grievant is not represented by the Union, the Union shall be notified of a settlement proposed at any written level of the procedure which is acceptable to both the grievant and the City prior to the settlement being finalized. The purpose of this step is to allow the Union to state its position for the record. If the Union does not provide a written response within seven (7) work days after notification, such opportunity to respond shall be considered waived, and the proposed settlement shall be implemented and the matter closed. If a timely response is made, the City's representative shall give full consideration to the Union's position prior to settlement of the grievance.

By mutual agreement of the parties, a grievance may revert to a previous level of the procedure.



d) Grievance Representative

There shall be a reasonable number of Grievance Representatives in this Unit.

At the request of the grievant, the grievant may be represented by a Grievance Representative.

In instances where the designated Grievance Representative is unable to represent a grievant, the President shall represent the grievant or designate a representative who is on the current list as provided below, to act as a substitute.

Both the Grievance Representative and either the Union President or Vice-President will be allowed to represent at Level 2 or higher.

A Grievance Representative shall be granted reasonable release time to investigate and/or prepare for a grievance procedure and to attend a formal grievance hearing. A Grievance Representative shall be granted reasonable release time to attend an investigative meeting and to act on behalf of an employee facing possible disciplinary action.

A Grievance Representative desiring to leave his/her work location to process a grievance shall first obtain permission from his/her immediate supervisor. Release from work shall be made as soon as practical.

A Grievance Representative desiring to enter the work location of a grievant to process a grievance shall first obtain permission from the grievant's supervisor. Permission to enter shall be made as soon as practical.

The Union agrees that whenever a Grievance Representative is involved in grievance activities listed in this Section during working hours, only that amount of time necessary to bring about a prompt disposition of the matter will be utilized.

The Union shall give the Human Resources Director or designee a list of the names of employees selected as Grievance Representatives, and will immediately notify the Department of Human Resources of any changes.

Only those employees whose names are on the current list shall be granted release time to serve as a Grievance Representative.

## **20.9 Disciplinary Appeal Procedure**

If an employee is to be suspended, demoted, dismissed or have his/her salary reduced, he/she shall:

Receive written notice of the proposed action stating the date it is intended to become effective and the specific grounds and particular facts upon which the action is based;

Receive copies of any known written materials, reports or other documents upon which the action is based;

Be accorded the right to respond in writing within a reasonable period of time to the proposed charges;

Also, be accorded the right to meet within a reasonable period of time with a manager who has the authority to recommend modification or elimination of the proposed disciplinary action; and

The employee shall be given the manager's written decision within a reasonable period of time.

Employees holding a regular appointment who are suspended, demoted, reclassified, dismissed or have a salary reduction shall be entitled to be heard before the Personnel Board at a duly constituted meeting in accordance with the following procedure:

A written request to the Board must be filed through the Department of Human Resources within fourteen (14) calendar days from the effective date of the action from which the employee seeks exception.

Within twenty-one (21) calendar days after the proper filing of written request for a hearing, the Personnel Board shall commence a hearing following any review of the action and complaint deemed necessary.

The hearing before the Personnel Board may be public or private at the option of the employee, and the employee may be represented by legal or other council; however, the hearing shall be informal in substance and the rules of evidence prescribed for duly constituted courts shall not apply.

The Personnel Board shall, within fourteen (14) calendar days of the aforementioned hearing, render its decision in writing, and the Secretary shall direct copies thereof to the City Manager, the City Clerk and the employee requesting said hearing.

The decision of the Personnel Board may sustain, revoke, or modify the reclassification, suspension, demotion, salary reduction or dismissal and shall be final and conclusive in all respects and shall not be subject to appeal except as allowed by law.

In the event the Personnel Board revokes or modifies a reclassification, suspension, demotion, salary reduction or dismissal and orders the employee reinstated to the former position, it may direct the payment of salary to the employee for the period of time the Personnel Board finds the suspension, reclassification, demotion, salary reduction or dismissal was improperly in effect.

Discipline shall only be taken for just cause.

## **20.10 Selection Appeal Procedure**

A Unit member who is not selected to fill a vacant position may request a meeting with a representative of the City's Human Resources Department to receive feedback concerning the employee's performance in the recruitment process. The purpose of this meeting is to enlighten the employee about his/her strengths and weaknesses for future opportunities within the City.

## **20.11 Arbitration**

If a grievance has been properly processed through Article 20.8 - Grievance Procedure, and has not been resolved, and the original grievance is an alleged misapplication of a specific provision of this MOU which adversely affects the grievant, then the grievant, through the Union, may appeal the grievance to Arbitration.

To request Arbitration, the appeal must be filed with the Director of Human Resources or designee within ten (10) days of receipt of an answer at Level 4, or ten (10) days from the last day an answer was possible at Level 4 of Article 20.8 - Grievance Procedure.

The parties may mutually agree upon the selection of the arbitrator or shall jointly request the State of California Mediation and Conciliation Service to provide a list of seven (7) names of persons qualified to act as arbitrators.

Within ten (10) days following receipt of the above-referenced list, the parties shall meet to select the arbitrator. The right to strike the first name shall be determined by lot, and the parties shall alternately strike one name from the list until only one (1) name remains, and that person shall be the arbitrator.

Within twenty (20) days following the receipt of the notice of appeal to arbitration, a meeting shall be arranged by the Director of Human Resources or designee with the employee and appropriate Union representative to prepare a joint statement of the issue(s) to be presented to the arbitrator. If the parties are unable to agree upon the issue(s), each party will prepare its statement of the issue(s) to be presented to the arbitrator.

The arbitrator shall hold a hearing on the issue(s) jointly submitted, or as determined by the arbitrator if the parties have not mutually agreed upon the issue(s), and, within 30 calendar days of the hearing, render a written decision with reasons for the decision.

Unless the parties mutually agree, there shall be no post hearing briefs. The parties shall present oral argument immediately upon close of the presentation of evidence. However, in the situation of multiple day hearings broken by days or weeks, or of a complex case, a party may request of the arbitrator the right to submit a post-hearing brief.

Each of the parties shall pay for the time and expenses of its representatives and witnesses through all stages of the arbitration and shall contribute equally to the fees and expenses of the arbitrator and court reporter, if any. A reasonable number of City employee witnesses will be provided release time for necessary testimony.

The parties agree that the arbitrator shall not add to, subtract from, change or modify any provision of this Agreement and shall be authorized only to apply existing provisions of this Agreement to the specific facts involved and to interpret only applicable provisions of this Agreement and applicable provisions of the law.

The decision of the arbitrator shall be final and binding.

The arbitrator's award is subject to the California Arbitration Act, by petition of either side, pursuant to C.C.P. Sections 1280, et seq.

## **20.12 Appeal Procedure Waiver**

The Union agrees that the procedures set forth in this Agreement are the only grievance and appeal procedures available to the employees it represents and that any appeal rights found elsewhere within City Codes, Ordinances or Resolutions are waived. The sole exception to this waiver is the Impasse Procedure, which is still applicable as a dispute resolution procedure available during the meet and confer process.

## **Article 21 UNION PROVISIONS**

### **21.1 Bulletin Boards**

The Union shall have the use of designated bulletin board space to post material related to Union business.

The City shall determine the placement of bulletin boards and the portion of the board to be made available to the Union.

The Union shall remove posted material after it has served its purpose, usually within 30 days.

The Union agrees that nothing of a libelous, obscene, defamatory, or of a partisan political nature, shall be posted.

The Union agrees that this Article provides the right to post materials only on designated bulletin boards.

Any material posted in violation of this Article may be removed by the management representative designated for a particular bulletin board. If material is removed, the City shall notify the Union in writing of the removal and the reasons therefore.

## **21.2 Use of City Facilities and Equipment**

The Union may be granted the use of City facilities subject to the following conditions:

- the meeting is during non-work hours;
- the meeting is for City employees;
- the meeting is not for organizing activities;
- the meeting is not for a membership drive;
- the Union makes a written request at least 24 hours in advance of the day it wants to use the facility, and stating the purpose of the meeting; and
- space is available.

The parties agree the City has the right to assess reasonable charges for the use of such facilities.

Use of City equipment, other than items normally used in the conduct of such business meetings, such as desks, chairs, and black/whiteboards, is strictly prohibited, the presence of such equipment in approved City facilities notwithstanding.

The Union may use the City's email system and interoffice mail system outside of work hours to post notices and results of elections, appointments of officers, to schedule and post notices of meetings, and to post notices of recreational, social and other organization events. Per Municipal Code Section 2.24.100, employees may only review and respond to such notices during non-work times.

In those instances where the City initiates contact with the Union and requires a response with less than a five-day turn-around time, the Union officers are authorized to communicate with members by e-mail or interoffice mail.

### **21.3 Conference Attendance**

Union representatives shall be allowed to use a total of 80 hours of unpaid leave per calendar year to attend training sessions, conferences and other Union activities. The use of the 80 hours may be divided among no more than eight different Union representatives each year. The Union shall provide the City with a list of which Union representatives are eligible by January 15 of each year and shall notify the City immediately of any changes in the list.

To receive unpaid leave the employees must first receive approval for the time off from their department director by completing the City's Leave Request Form.

Such time off shall not be considered time worked, but shall not be considered a break in service.

### **21.4 Dues Deduction**

- a) Upon receipt of request from SEA/IFPTE Local 21, the City will deduct the appropriate dues or fees from the employee's pay, as established and as may be changed from time to time by SEA/IFPTE Local 21 and remit such dues or fees to SEA/IFPTE Local 21. Such deduction will continue until the City is provided notice by SEA/IFPTE Local 21 to cease dues deductions for a specified employee.
- b) Remittance of the aggregate amount of all deductions made pursuant to this Article shall be made to the Union by the City within thirty (30) days after such deductions are made.
- c) Waiver of Election for Newly-Represented Employees

The addition of classifications and/or employees to the Unit shall not require an election for the application of provisions in this section.

#### **d) Payroll Deductions and Pay-Over**

- 1) The effective date of dues shall be the next full pay period after receipt by the Human Resources Department of the authorization form from SEA/IFPTE Local 21.
- 2) The employee's earnings must be sufficient, after other legal and required deductions are made, to cover the amount of the dues or service fees authorized. All legal and required deductions have priority over Union dues and service fees.
- 3) When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings.



- 4) In the case of an employee who is in a non-pay status during only part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made.
- 5) The City shall promptly pay to the designated payee all sums so deducted.
- e) If, during the term of this MOU, the Union establishes a Political Action Committee Fund, as soon as administratively possible the City shall deduct contributions that are permitted by state and federal law from the salary of each employee who files with the Union a written request that such deduction be made on their behalf.
- f) Hold Harmless

The Union shall indemnify and hold harmless the City, its officers, and employees from any and all claims, demands, suits, or any other action arising from the Agency Shop and Political Action Committee provisions herein. In no event shall the City be required to pay from its own funds Union dues, service fees or charitable contributions which the employee was obligated to pay, but failed to pay, regardless of the reason(s).

g) Job Announcements

Job announcements for positions covered by this Agreement will incorporate the requirements of this Article.

h) Enforcement

Nothing herein shall require the City to take disciplinary action against any employee who fails to comply with the provisions of this Article.

i) Term

Dues deductions on behalf of a recognized employee organization, shall continue in effect as long as the employee organization is the recognized bargaining representative, notwithstanding the expiration of any agreement between the public employer and the recognized employee organization.

## **21.5 New Employee Orientation**

The City shall provide the Union written notice of, and access to, new employee orientation/onboarding meetings and information as set forth in this section.

- a) Notice: The City shall provide at least 10 days' written notice, by email to addresses that the Union shall provide to the City, of all new employee orientation meetings, whether the orientation takes place in person, online, or

through any other medium in which City personnel advise one or more newly-hired employees in a SEA/IFPTE Local 21-represented bargaining unit ("new employees") of information regarding employment status, rights, benefits, duties, responsibilities, or any other employment-related matters. The City typically conducts new employee orientation meetings once per quarter. This section does not apply to intake meetings with Human Resources on the employee's first day of employment.

- b) Access: At all orientation/onboarding meetings as defined above, the Union shall be afforded thirty (30) minutes to meet privately with, and provide materials and information to, all SEA/IFPTE Local 21-represented new employees who are present, without management personnel or any other persons present. These thirty-minute sessions shall be part of the regular standing orientation agenda and shall not infringe upon new employees' meal or break times. Up to two of the Union's representatives may be bargaining unit members, and any such bargaining unit members shall be authorized release time in accordance with the provisions of this MOU.
- c) Alternate Process for New Employees Whose Onboarding in One-on-One or Otherwise Not at a Group Meeting: To the extent that a new employee's onboarding/orientation process is individualized for that new employee, and/or to the extent that a new employee for any reason does not within 90 days of beginning work attend a group orientation/onboarding meeting satisfying parts a) and b) above, the following alternate provisions shall apply in lieu of parts a) and b):
  - 1. The Union shall notify the new employee and Human Resources of a proposed thirty-minute time slot, during normal working hours, for up to two Union representatives to meet privately with, and provide materials and information to, the new employee, without management personnel or any other persons present. Union may have individual meetings with new employees within 10 days of start date if there is no New Employees Orientation scheduled within this time period.
  - 2. One of the Union's representatives may be a bargaining unit member, and any such bargaining unit member shall be authorized release time in accordance with the provisions of this MOU.
  - 3. For reasons of operational necessity only, the City may notify the Union that the proposed time is unworkable and that the Union must propose an alternate time.
- d) Information Exchange: Within thirty (30) days of hiring an employee, or by the first pay period of the month following hire, the City will provide IFPTE Local 21 with the below listed information in a digital or other usable data format such as Excel, CSV, or TSV:
  - 1. Name
  - 2. Job Title
  - 3. Department

4. Work Location
5. Telephone Number(s) (work, home, and personal cellular)
6. Personal email addresses on file with employer
7. Home Address of the new hire

Similarly, the City will also provide the Union with the above detailed information for all employees within the Bargaining Unit at least every one hundred and twenty (120) calendar days in a digital format such as Excel, CSV, or TSV.

## **21.6 Release Time for Union Business**

- a) Union Representatives shall be allowed reasonable release time away from work with pay during regular work hours for the following matters:
  - i. Represent an employee of the Union on grievances, disciplinary, or matters within the scope of representation
  - ii. Attend mutually agreed upon meetings with the City
  - iii. Participate in labor negotiations of a successor Memorandum of Understanding
- b) There shall be a reasonable number of Union representatives in this Unit. The Union shall make its best effort to designate different Union representatives to attend Union business.
- c) The Union shall provide a list of designated Union representatives to the Director of Human Resources on an annual basis upon Union election, and shall notify the Director of Human Resources when changes occur.
- d) The number of Union representatives who will be allowed reasonable release time shall not exceed the followings:
  - i. 1 Union representative for the purpose of representing employees, or grievance as provided in Article 20.8.
  - ii. 3 Union representatives for the purpose of attending mutually agreed upon meetings with the City.
  - iii. 5 Union representatives for the purpose of labor negotiations of a successor MOU.
  - iv. Where circumstances warrant, the Director of Human Resources may approve the attendance of 1 additional person at meetings with the City and labor negotiations.
- e) Use of release time:
  - i. It is recognized that performance of the employee's job duties come first. The use of release time shall be reasonable, and shall not unduly interfere with work load and job requirements as determined by the City.
  - ii. Union representatives shall notify their managers for release time at least 2 working days prior to the scheduled meetings, except in those cases

- involving an unforeseeable circumstance that requires immediate Union representatives where advance notice cannot be given.
- iii. Approval must be first obtained from the department director or designee, prior to Union representatives leaving their assignment to attend the schedule meetings.
- iv. Should an employee desire to use personal time to conduct Union business, the employee shall follow the City's Administrative Policy on leave request.
- f) Labor negotiation preparation:
  - i. Members of the SEA/IFPTE Local 21 negotiating team shall be released from work duties for up to a total of two (2) hours either prior to or after each meeting scheduled for the purpose of meeting and conferring on a new Memorandum of Understanding.
- g) All release time during regular work hours shall be reported on time card by using a specific pay code provided by the Department of Finance.
- h) Travel time is included within the reasonable release time.

## **21.7 Union/Management Problem Solving Committee**

The parties agree that regular meetings to explore mutual problems will be beneficial to the relationship between the City and the Union. To promote a problem-solving approach, the parties agree that decision making shall be by consensus. For these purposes, consensus means that no meeting participant objects to a decision or course of action under consideration by the group.

Consequently the parties agree to meet as needed to discuss any issue concerning the rights of either party or the relationship between the City and the Union or the City and employees the Union represents. The purpose of the meetings is to exchange information and to solve problems

The parties agree that such meetings shall not be negotiations and therefore the results of the meetings shall not be binding on the parties unless they develop and execute a document that memorializes their results.

Each of the parties will have three (3) representatives plus additional people as reasonably needed for a specific topic. Union representatives shall receive reasonable release time to participate in these meetings.

To promote the objectives of this process, the parties agree to focus on the problem under consideration and to attempt to develop a consensus solution for each problem discussed by the group. Further, to promote the objectives of this process, the parties agree to refrain from negatively characterizing the participation, ideas or approach of the other party to people outside the meeting.

The following basic concepts shall be adhered to:

- Each party will appointment a mutually agreed upon number of participants.
- Agendas will be jointly set and minutes kept.
- Effort will be made to include key policy decision makers.
- Committee may appoint sub-committees to study major issues and report back to the Problem Solving Committee with recommendations for resolution.
- A collective Problem Solving Committee proposal, when appropriate, will be submitted to each party's principals for consideration.

## Article 22 PAYDAY

Pursuant to the City's Compensation Policy, payday is normally on the Thursday following the end of the pay period, but may deviate because of a holiday in the pay period or due to an emergency. It is understood that at such time that the payday is changed City-wide, such change shall be applied to the Union with one month notice.

## Article 23 HRIS/FINANCIAL SYSTEM

The City contemplates implementing a new HRIS / Financial System during the term of this MOU. Accordingly, the parties agree to re-open MOU terms, as necessary, in order to implement any new system. The City agrees that the re-opener negotiations will not result in any material diminution in compensation.

## Article 24 TERM LIMITED EMPLOYMENT

- a) Term Limited appointments are designed for limited duration projects, and shall not be used to displace regular bargaining unit represented positions. There shall be no adverse effect on the bargaining units, as all bargaining unit members shall continue to receive full protections under existing MOUs. The intent behind Term Limited positions is to avoid layoffs – i.e., avoid hiring and then laying off employees retained to perform work of a limited duration. The assignment of regular employees to perform work related to the limited duration project with Term Limited employees used to provide backfill for the work of regular employees shall not be considered displacement of regular bargaining unit represented positions.
- b) Term Limited appointments are different from Grant Funded employment as described in Salary Resolution Article 7.170, in that Term Limited appointments shall be tied to a budget for a specific project or projects of limited anticipated duration.
- c) Term Limited appointments must be approved by the City Manager.

- d) Term Limited appointments are “at-will” and may be terminated at any time with or without cause. Further, the City has the authority to terminate employment at the completion of the specified term, or prior to the specified term due to lack of funding or other budgetary constraints, or lack of work.
- e) Term Limited appointments shall specify their duration, and shall not exceed two years, except under special circumstances approved by the City Manager, in which case the term may be extended by no more than 1 year. Such positions are not intended to replace regular, budgeted positions. Duration in position is counted from hire date and is not based on work hours.
- f) Term Limited positions shall be subject to membership in the applicable bargaining unit and shall receive the full benefits applicable to their bargaining unit, except as limited by their “at-will” status.
- g) Prospective employees shall be informed of the duration of the appointment in the job announcement and at the time of employment, and shall be advised of and acknowledge in writing the impact of the Term Limited status, including that the City has the authority to terminate employment at the completion of the term, or prior to the specified term due to lack of funding or other budgetary constraints, or lack of work. Prospective employees shall also be advised of and acknowledge in writing their status as at-will employees and the City’s ability to terminate their employment for any reason with or without cause.
- h) At the request of any bargaining unit, the City will meet with bargaining unit representatives no less than twice a year to hear and resolve any concerns about the Term Limited program.

There shall be no more than twenty-seven (27) Term Limited employees in the SEA/IFPTE Local 21 bargaining unit. However, a regular SEA/IFPTE Local 21 employee in an out of class assignment (either within or outside of the bargaining unit) shall not count against the twenty-seven (27).

Any disputes regarding this provision before or during the term of the successor MOU shall be subject to mediation/arbitration before Norman Brand. After expiration of the MOU, these provisions shall be subject to the normal grievance procedures in the MOU.

This document sets forth the full agreement of the parties; anything that is not included in this writing is not part of the agreement.



**City of Sunnyvale**

**Sunnyvale Employees'  
Association/IFPTE Local 21**

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Kent Steffens, City Manager

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Edith Alanis, SEA/IFPTE Local 21  
President

---

Tina Murphy, Director of Human  
Resources

---

Martin Schmidt, SEA/IFPTE Local 21  
Vice President

---

Lamoin Werlein-Jaen, IFPTE Local 21  
Representative

---

Date

---

Date

**Exhibit A – Classifications Represented by the Sunnyvale Employees’ Association/IFPTE Local 21**

<b>Job Code</b>	<b>Classification</b>	<b>Pay Range</b>
1000	Accountant	101
6800	Accounting Technician	646
1100	Administrative Aide	104
1102	Administrative Aide – Employment Development	104
1250	Administrative Analyst	630
2170	Animal Control Officer	106
5015	Assistant Golf Professional	665
1251	Assistant Planner	126
1200	Associate Planner	107
1205	Automotive Shop Attendant	669
4001	Building Inspector 1	702
4000	Building Inspector 2	111
2501	Business Liaison	124
6750	Buyer 1	145
2000	Buyer 2	112
2500	Career Advisor	124
1400	Civil Engineer	116
6805	Collections Specialist	646
2351	Community Services Coordinator 1	164
2300	Community Services Coordinator 2	628
2150	Community Services Officer	106
5753	Cross Connection Control Specialist	186
6675	Customer Service Representative	648
2460	Deputy City Clerk	637
2160	Emergency Management Coordinator	106
2480	Emergency Medical Services Coordinator	674
2650	Employment Development Information Systems Analyst	108
1160	Employment Training Program Coordinator	611
1500	Engineering Assistant 1	117
1410	Engineering Assistant 2	660
4900	Environmental Chemist 1	196
1351	Environmental Chemist 2	100
1350	Environmental Compliance Inspector	135
1840	Environmental Engineering Coordinator	168
2320	Environmental Programs Specialist 1	220
2321	Environmental Programs Specialist 2	221
5050	Equipment Mechanic	128
7100	Equipment Mechanic-in-Training	129
5310	Facilities Technician 1	680
5315	Facilities Technician 2	681

<b>Job Code</b>	<b>Classification</b>	<b>Pay Range</b>
5320	Facilities Technician 3	682
5300	Facility Attendant 1	670
5301	Facility Attendant 2	671
6830	Finance Analyst 1	692
6840	Finance Analyst 2	693
6875	Finance Technician	677
4460	Fire Prevention Inspector 1	617
4461	Fire Prevention Inspector 2	106
4481	Fire Protection Engineer 1	215
4482	Fire Protection Engineer 2	216
4475	Fire Protection Inspector	651
4490	Fleet Services Coordinator	700
5025	Golf Course Equipment Mechanic	645
5010	Golf Professional	664
2505	Graphic Artist	184
7300	Greenskeeper	134
7325	Groundsworker	626
4450	Hazardous Materials Inspector	110
5100	Heavy Equipment Operator	130
2430	Helpdesk Technician	708
2925	Housing Programs Analyst	179
2950	Housing Programs Technician	104
4400	Housing Rehabilitation Specialist	131
2450	I.T. Coordinator	123
4950	Laboratory/Field Technician	620
4960	Landfill Technician	672
5150	Lead Equipment Mechanic	136
1600	Librarian	139
2100	Library Assistant	140
5250	Mail Clerk	690
5860	Maintenance Worker 1	699
5850	Maintenance Worker 2	698
6150	Meter Reader	147
2349	Neighborhood Preservation Specialist	118
4825	Network Engineer	642
2420	Network Technician	687
6200	Office Assistant	149
6250	Office Clerk	150
5350	Parks Leader	153
7320	Parks Supervisor	613
7600	Parks Worker 1	198
7650	Parks Worker 2	600
7675	Parks Worker 3	614

<b>Job Code</b>	<b>Classification</b>	<b>Pay Range</b>
4080	Permit Center Coordinator	655
2110	Permit Clerk 1	180
2112	Permit Clerk 2	172
2115	Permit Technician	639
2440	Personal Computer Technician	708
4875	Plan Check Engineer	627
4855	Plan Checker 1	662
4805	Plan Checker 2	656
7500	Press Operator	155
1020	Principal Accountant	616
2050	Principal Buyer	683
5730	Principal Design and Construction Operator	710
2204	Principal Network Engineer	632
6300	Principal Office Assistant	156
2202	Principal Programmer Analyst	632
6701	Principal Storekeeper	668
1885	Principal Transportation Engineer/Planner	709
5752	Principal Water Pollution Control Operator	710
1255	Program Coordinator	638
2200	Programmer Analyst	103
7400	Public Safety Maintenance Worker	144
6351	Public Safety Property Clerk 1	615
6350	Public Safety Property Clerk 2	159
1130	Public Safety Records Coordinator	621
6052	Public Safety Records Senior Specialist	635
6050	Public Safety Records Specialist 1	633
6051	Public Safety Records Specialist 2	634
2180	Public Safety Specialist	106
4650	Public Works Construction Inspector	160
5510	Public Works Crew Leader	161
5640	Public Works Supervisor	191
5431	Recycled Water Coordinator	663
1010	Senior Accountant	641
6850	Senior Accounting Technician	647
4700	Senior Building Inspector	167
5651	Senior Building Services Leader	604
1140	Senior Buyer	624
2145	Senior Community Services Officer	151
1850	Senior Construction Inspector/Coordinator	174
4150	Senior Crime Analyst	653
1300	Senior Environmental Chemist	114
1349	Senior Environmental Compliance Inspector	146
7301	Senior Greenskeeper	609

<b>Job Code</b>	<b>Classification</b>	<b>Pay Range</b>
4425	Senior Hazardous Materials Inspector	210
4325	Senior Housing Rehabilitation Specialist	601
2400	Senior Library Assistant	170
5710	Senior Maintenance Worker	177
6450	Senior Meter Reader	171
2345	Senior Neighborhood Preservation Specialist	148
6500	Senior Office Assistant	172
5600	Senior Park Utility Worker	173
4090	Senior Plan Check Engineer	691
1260	Senior Planner	654
2201	Senior Programmer Analyst	631
1860	Senior Traffic Engineer	181
1865	Senior Transportation Engineer	610
1875	Senior Transportation Planner	657
5930	Senior Wastewater Collections Worker	177
5820	Senior Water Distribution Worker	696
5751	Senior Water Pollution Control Operator	679
5425	Senior Water Pollution Control Plant Mechanic	185
2504	Senior Workforce Services Representative	666
1345	Solid Waste Contract Administrator	115
4800	Solid Waste Specialist	169
6650	Staff Office Assistant	180
6700	Storekeeper 1	182
6600	Storekeeper 2	176
6710	Storekeeper/Buyer	112
5200	Street Lighting Technician	142
2120	Technical Support Specialist	649
1950	Traffic Engineer	188
4200	Traffic Engineering Technician 1	127
4201	Traffic Engineering Technician 2	607
1955	Transportation Engineer	612
1861	Transportation Planner	183
7800	Utility Worker	192
5920	Wastewater Collections Crew Leader	161
5910	Wastewater Collections Supervisor	191
5430	Water Conservation Coordinator	650
5810	Water Distribution Crew Leader	695
5800	Water Distribution Supervisor	694
5830	Water Distribution Worker	697
5901	Water Pollution Control Operator 1	197
5900	Water Pollution Control Operator 2	202
7900	Water Pollution Control Operator-in-Training	199
5400	Water Pollution Control Plant Mechanic	154

<b>Job Code</b>	<b>Classification</b>	<b>Pay Range</b>
5399	Water Pollution Control Plant Mechanic-in-Training	713
5435	Water Pollution Control Plant Systems Integrator	711
4100	Water Systems Operator	186
2540	Web and Communications Specialist	706
2550	Workforce Development Analyst	661
2503	Workforce Services Representative	667



## **Exhibit B – Clarification of Overtime, Holiday, and Alternate Work Schedule Provision Contained in this Agreement**

### **CLARIFICATION OF OVERTIME PROVISION**

Included in this Agreement and Referenced Below

and

AMENDING RELATED ADMINISTRATIVE POLICY

and

ALL ALTERNATE WORK SCHEDULES

(with and without written agreements)

Effective February 12, 1995

Reaffirmed July 1, 1996

Reaffirmed July 1, 1999

Reaffirmed July 1, 2004

Reaffirmed July 1, 2015

Effective with the 2012-2015 MOU, employees are no longer eligible for overtime on a daily basis. Employees continue to be eligible for overtime on a weekly basis in accordance with the Fair Labor Standards Act (FLSA) requirements.

This exhibit is intended to clarify and reflect current practices of certain MOU articles related to overtime, holiday, and/or alternate work schedules. Examples are provided in this exhibit describing the appropriate methods for employees to record work, leave and overtime in each of the options illustrated.

Article 16.4(a):

Overtime shall be defined as all paid hours in excess of forty (40) hours worked in a workweek. **(Example A)**

An employee who works on a holiday shall be compensated at the overtime rate for all hours worked on the holiday in addition to eight (8) hours holiday pay. **(Example B)**

All paid time shall count as time worked when determining overtime. **(Example A)**

Article 18.2:

Holiday leave is taken in full day (8 hour) increments. A maximum of 8 hours of holiday leave shall be recorded for any single work day. **(Example C)**

Article 18.2(b):

When a holiday falls on a day when an employee working an alternate schedule would normally work more than eight hours a day, that employee shall have the option,

subject to approval of the employee's supervisor, of making up the difference between the eight-hour holiday and his or her normal workday by working the additional time during the same workweek during which the holiday falls. A supervisor's denial of this option must be based upon operational need. Employees who do not take this option will be required to use accrued/banked paid leave to make up for the additional time-off on the holiday. **(Example C)**

In the event that a City-observed holiday falls on an employee's non-scheduled workday, the holiday hours that the employee would otherwise receive will be automatically credited to that employee's floating holiday leave bank, unless the employee takes another day off that workweek subject to supervisor approval or receives holiday pay. **(Example D)**

Any paid City holidays, which occur on employee's non-scheduled workday, shall not be counted as hours worked for determination of overtime for that workweek. **(Example D)**

When an employee takes an entire workweek off for any reason and the holiday occurs on the employee's non-scheduled workday, it shall not generate any overtime pay or more than 40 regular hours of pay for the workweek under any circumstances. The employee is required to record 8 hours of holiday leave on the time card for each of the holidays occurring within that workweek, and reduce the corresponding number of hours from other paid leave. **(Example E)**

### **Special Issues for Employees working Special Schedules and/or Shift Schedules**

The options available to employees working special schedules, i.e., not working a standard schedule of 5 days per week, 8 hours per day, whether or not a special schedule agreement is on file, and for employees working a standard shift schedule in which the employee is scheduled to work 8 hours per day, 5 days per week but the work is not necessarily scheduled Monday through Friday would follow the same patterns illustrated in examples A through E below.

In addition, the following is required:

1. A minimum of 40 hours of regular time (work and/or leave time) must be recorded each and every workweek.
2. Each employee must maintain his/her regularly scheduled work hours for each day whether worked or not so that the time card shows the number of hours that the employee is normally scheduled to work, e.g., 8, 9 and split 8, 9 or 10 hours.
3. When charging holiday time occurring on a scheduled work day which is not worked, the 9 or 10 hour per day employee must record 8 hours of holiday leave plus 1 or 2 hours, respectively, of another leave for each holiday to meet the daily hours requirement in #2 above.

4. Holiday leave is taken in full day (8 hour) increments; a maximum 8 hours of holiday leave may be recorded for any single work day. The maximum total of holiday hours recorded in a workweek may not exceed the number of holiday hours actually occurring in that week or in the prior week.

Except that in any workweek in which a Water Pollution Control Operator or Senior Water Pollution Control Operator performs a relief coverage assignment, he/she may, with the approval of the supervisor, work (and record) varying hours on different work days for that week. Despite this possibility, these employees are required to maintain the minimum of 40 hours of regular time in each workweek (#1 above) and may not charge more than 8 hours of holiday time in any single workday.

- Example A**
- Overtime shall be defined as all paid hours in excess of forty (40) hours worked in a workweek. (Article 16.4(a))
  - All paid time shall count as time worked when determining overtime. (Article 16.4(a))

Work schedule: Monday to Friday, 8 hours per day

In this example, employee takes a day of paid leave on Tuesday. On Friday, employee works 1 hour in addition to the regular 8-hour schedule. Employee will receive 1 hour overtime in the workweek.

	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Regular hours		8		8	8	8	
Paid leave hours			8				
OT hours						1	

\* Note: If a leave occurs during an employee's regular workweek and the employee is required by management to work on a non-scheduled workday in that workweek, the hours worked on the non-scheduled workday would be paid at the overtime rate.

- Example B** • An employee who works on a holiday shall be compensated at the overtime rate for all hours worked on the holiday in addition to eight (8) hours holiday pay. (Article 16.4(a))

Illustration 1 – Regular work schedule

Work schedule: Monday to Friday, 8 hours per day

Holiday: Friday

In this example, employee works 5 hours on a holiday. Employee will receive 5 hours overtime in addition to 8 hours holiday.

	Sun	Mon	Tue	Wed	Thu	<i>Holiday</i> Fri	Sat
Regular hours		8	8	8	8		
Holiday hours						8	
OT hours						5	

Illustration 2 – Alternate 9/80 work schedule

Work schedule: 9/80, Black Friday

Holiday: Friday

In this example, employee works 5 hours on a holiday. Employee will receive a total of 5 hours overtime in addition to 8 hours holiday, in 2 workweeks.

\* Hours may split into the next workweek per split time on timecard.

<b>Week 1</b>	Sun	Mon	Tue	Wed	Thu	<i>Holiday &amp; Black</i> Fri	Sat
Regular hours		9	9	9	9		
Holiday hours						8 *	
OT hours						5 *	

<b>Week 2</b>	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Regular hours		9	9	9	9	8	
Holiday hours							
OT hours							

### Illustration 3 – Alternate 4/10 work schedule

Work schedule: Tuesday to Friday, 10 hours per day

Holiday: Friday

In this example, employee works 5 hours on a holiday. Employee will receive 5 hours overtime in addition to 8 hours holiday. Employee is also required to use 2 hours paid leave on the holiday in order to maintain his/her regularly scheduled work hours for that day.

\* Note: In lieu of using 2 hours paid leave on the holiday, employee may, with approval from manager, works additional 2 regular hours in the same workweek. See details in Example C, Option 1.

	Sun	Mon	Tue	Wed	Thu	<i>Holiday</i> Fri	Sat
Regular hours			10	10	10		
Paid leave hours						2 *	
Holiday hours						8	
OT hours						5	



- Example C**
- Holiday leave is taken in full day (8 hour) increments. A maximum of 8 hours of holiday leave shall be recorded for any single work day. (Article 18.2)
  - Holiday falls on a regular workday of an alternate work schedule. (Article 18.2(b)) – See MOU article details below.

MOU article details:

When a holiday falls on a day when an employee working an alternate schedule would normally work more than eight hours a day, that employee shall have the option, subject to approval of the employee's supervisor, of making up the difference between the eight-hour holiday and his or her normal workday by working the additional time during the same workweek during which the holiday falls. A supervisor's denial of this option must be based upon operational need. Employees who do not take this option will be required to use accrued/banked paid leave to make up for the additional time-off on the holiday. (Article 18.2)

Option 1 – Employee makes up the difference by working additional time

This option requires pre-planning and pre-approval by supervisor.

Work schedule: 9/80, Black Friday

Holiday: Monday

In this example, employee works an additional 1 hour on Tuesday to make up for the 1 hour difference on the Monday holiday. The difference is between the 8 hours holiday and the regularly scheduled work hours for that day.

	Sun	<i>Holiday</i> Mon	Tue	Wed	Thu	<i>Black</i> Fri	Sat
Regular hours			10	9	9		
Paid leave hours							
Holiday hours		8					

Option 2 – Employee makes up the difference by using other paid leave hours

Work schedule: 9/80, Black Friday

Holiday: Monday

In this example, employee is required to use 1 hour paid leave on the holiday in order to maintain his/her regularly scheduled work hours for that day.

	Sun	<i>Holiday</i> Mon	Tue	Wed	Thu	<i>Black</i> Fri	Sat
Regular hours			9	9	9		
Paid leave hours		1					
Holiday hours		8					

- Example D** • Holiday falls on a non-scheduled workday. (Article 18.2(b)) – See MOU article details below.

MOU article details:

In the event that a City-observed holiday falls on an employee's non-scheduled workday, the holiday hours that the employee would otherwise receive will be automatically credited to that employee's floating holiday leave bank, unless the employee takes another day off that workweek subject to supervisor approval or receives holiday pay. (Article 18.2(b))

Any paid City holidays, which occur on employee's non-scheduled workday, shall not be counted as hours worked for determination of overtime for that workweek. (Article 18.2(b))

Option 1 – Exchange the holiday to another work day within the same workweek

This option requires pre-planning and pre-approval by supervisor.

Work schedule: 9/80, Black Friday

Holiday: Friday

In this example, employee exchanges the holiday to Thursday and employee is required to use 1 hour paid leave on the holiday in order to maintain his/her regularly scheduled work hours for the day.

<b>Week 1</b>	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Regular hours		9	9	9	9	8	
Paid leave hours							
Holiday hours							

<b>Week 2</b>	Sun	Mon	Tue	Wed	Thu	<i>Holiday &amp; Black Fri</i>	Sat
Regular hours		9	9	9			
Paid leave hours					1		
Holiday hours					8		
OT hours				2 *			

\* On Wednesday of week 2, employee works 2 hours in addition to the regular 9-hour schedule. Despite the MOU language stating that paid City holidays, which occur on employee's non-scheduled workday, shall not be counted as hours worked for

determination of overtime for that workweek. Employee will receive 2 hours overtime in this situation because the holiday is exchanged to a regularly scheduled workday.

Option 2 – Receive additional 8 hours pay for the holiday

This option shall not generate overtime.

Work schedule: Tuesday to Saturday, 8 hours per day

Holiday: Monday

In this example, employee receives the holiday as additional pay, which total to 48 regular hours in the workweek without generating overtime.

	Sun	<i>Holiday</i> Mon	Tue	Wed	Thu	Fri	Sat
Regular hours			8	8	8	8	8
Paid leave hours							
Holiday hours		8					

\* Note: If paid holidays (as above) which are not worked were counted for the calculation of overtime, then the employee who works the holiday (as in Example B) and the employee who did not work the holiday because it occurred on a non-scheduled work day would receive the same pay. This is an inequity in pay which was never intended.

Option 3 – Take the holiday leave as floating holiday credit

Work schedule: Tuesday to Saturday, 8 hours per day

Holiday: Monday

In this example, employee will not record holiday used and will receive a credit of 8 hours floating holiday automatically within two pay periods after the City observed holiday.

	Sun	<i>Holiday</i> Mon	Tue	Wed	Thu	Fri	Sat
Regular hours			8	8	8	8	8
Holiday hours							

- Example E** • Holiday falls on a non-scheduled workday with the entire workweek off. (Article 18.2(b)) – See MOU article details below.

MOU article details:

When an employee takes an entire workweek off for any reason and the holiday occurs on the employee's non-scheduled workday, it shall not generate any overtime pay or more than 40 regular hours of pay for the workweek under any circumstances. Employee is required to record 8 hours of holiday leave on the time card for each of the holidays occurring within that workweek, and reduce the corresponding number of hours from other paid leave. (Article 18.2(b))

Illustration 1 – Regular Shift work schedule

Work schedule: Tuesday to Saturday, 8 hours per day

Holiday: Monday

In this example, employee takes the entire workweek off with paid leave. The holiday falls on Monday, a non-scheduled workday. Employee is required to exchange the holiday to one of the paid leave days from Tuesday to Saturday.

	Sun	<i>Holiday</i> Mon	Tue	Wed	Thu	Fri	Sat
Regular hours							
Paid leave hours				8	8	8	8
Holiday hours		8					

Illustration 2 – Alternate 9/80 work schedule

Work schedule: 9/80, Black Friday

Holiday: Friday

In this example, employee takes the entire workweek off with paid leave. The holiday falls on black Friday, non-scheduled workday. Employee is required to exchange the holiday to one of the paid leave days from Monday to Thursday, and use 1 hour paid leave on the holiday in order to maintain his/her regularly scheduled work hours for that day.

	Sun	Mon	Tue	Wed	Thu	<i>Holiday</i> & <i>Black</i> Fri	Sat
Regular hours							
Paid leave hours		9	9	9	1		
Holiday hours					8		

## **Exhibit C - Classifications Eligible for Flextime**

<b><u>Job Code</u></b>	<b><u>Classification</u></b>
1000	Accountant
1250	Administrative Analyst
1400	Civil Engineer
2300	Community Services Coordinator 2
2460	Deputy City Clerk
2480	Emergency Medical Services Coordinator
1160	Employment Training Program Coordinator
1351	Environmental Chemist 2
1840	Environmental Engineering Coordinator
6840	Finance Analyst 2
4490	Fleet Services Coordinator
4420	Hazardous Materials Coordinator
2925	Housing Programs Analyst
1600	Librarian
4825	Network Engineer
4080	Permit Center Coordinator
1020	Principal Accountant
2050	Principal Buyer
2204	Principal Network Engineer
2202	Principal Programmer Analyst
1255	Program Coordinator
1130	Public Safety Records Coordinator
1010	Senior Accountant
1140	Senior Buyer
1300	Senior Environmental Chemist
1349	Senior Environmental Compliance Inspector
4090	Senior Plan Check Engineer
1260	Senior Planner
2201	Senior Programmer Analyst
1860	Senior Traffic Engineer
1865	Senior Transportation Engineer
1875	Senior Transportation Planner
1345	Solid Waste Contract Administrator
1950	Traffic Engineer
1955	Transportation Engineer
2540	Web and Communications Specialist



## **Exhibit D - Classifications Eligible for Safety Footwear Allowance**

Pursuant to the provisions of the current MOU, employees in the following classifications are eligible to receive an annual safety footwear allowance:

<b><u>Job Code</u></b>	<b><u>Classification</u></b>
2170	Animal Control Officer
1205	Automotive Shop Attendant
4001/4000	Building Inspector 1/2
2150	Community Services Officer
4900/1351	Environmental Chemist 1/2
1350	Environmental Compliance Inspector
1840	Environmental Engineering Coordinator
5050	Equipment Mechanic
7100	Equipment Mechanic-in-Training
5310/5315/5320	Facilities Technician 1/2/3
5300/5301	Facility Attendant 1/2
4460/4461	Fire Prevention Specialist 1/2
4480	Fire Protection Engineer
4490	Fleet Services Coordinator
5025	Golf Course Equipment Mechanic
7300	Greenskeeper
7325	Groundsworker
4420	Hazardous Materials Coordinator
4450	Hazardous Materials Inspector
5100	Heavy Equipment Operator
4400	Housing Rehabilitation Specialist
4950	Laboratory/Field Technician
4960	Landfill Technician
5150	Lead Equipment Mechanic
5250	Mail Clerk
5860/5850	Maintenance Worker 1/2
6150	Meter Reader
2349	Neighborhood Preservation Specialist
5350	Parks Leader
7320	Parks Supervisor
7600/7650/7675	Parks Worker 1/2/3
2115	Permit Technician
4875	Plan Check Engineer
4855/4805	Plan Checker 1/2
7500	Press Operator
5730	Principal Design and Construction Operator
6701	Principal Storekeeper
1885	Principal Transportation Engineer/Planner
7400	Public Safety Maintenance Worker

6351/6350	Public Safety Property Clerk 1/2
4650	Public Works Constructor Inspector
5510	Public Works Crew Leader
5640	Public Works Supervisor
4700	Senior Building Inspector
5651	Senior Building Services Leader
1850	Senior Construction Inspector/Coordinator
1300	Senior Environmental Chemist
1349	Senior Environmental Compliance Inspector
7301	Senior Greenskeeper
4325	Senior Housing Rehabilitation Specialist
5710	Senior Maintenance Worker
2345	Senior Neighborhood Preservation Specialist
5600	Senior Park Utility Worker
1860	Senior Traffic Engineer
1868	Senior Transportation Engineer
5930	Senior Wastewater Collections Worker
5820	Senior Water Distribution Worker
5751	Senior Water Pollution Control Operator
5425	Senior WPC Plant Mechanic
1345	Solid Waste Contract Administrator
4800	Solid Waste Specialist
6700/6600	Storekeeper 1/2
6710	Storekeeper/Buyer
5200	Street Lighting Technician
1950	Traffic Engineer
4200/4201	Traffic Engineering Technician 1/2
1955	Transportation Engineer
7800	Utility Worker
5920	Wastewater Collections Crew Leader
5910	Wastewater Collections Supervisor
5430	Water Conservation Coordinator
5810	Water Distribution Crew Leader
5800	Water Distribution Supervisor
5830	Water Distribution Worker
5880	Water Meter Repair Worker
5901/5900	Water Pollution Control Operator 1/2
7900	Water Pollution Control Operator-in-Training
5435	Water Pollution Control Plant Systems Integrator
4100	Water Systems Operator
5400	WPC Plant Mechanic

Pursuant to the provisions of the current MOU, employees in the following assignments are eligible to receive an annual safety footwear allowance:

<b>Job Code</b>	<b>Classification</b>	<b>Department</b>	<b>Assignment</b>
1100	Administrative Aide	Environmental Services Department	Field Services
1250	Administrative Analyst	Environmental Services Department	Solid Waste
		Public Works	Labor Compliance
2300	Community Services Coordinator 2	Library & Community Services	Theater
1500/1410	Engineering Assistant 1/2	Public Works	Survey Crew
6200	Office Assistant	Environmental Services Department	Water Operations
2145	Senior Community Services Officer	Public Safety	Animal Control
6500	Senior Office Assistant	Environmental Services Department	WPC Plant Maintenance

## **Exhibit E - Water Pollution Control Plant Instrumentation and Maintenance Mechanics Tool Inventory Agreement**

It is agreed that each employee in the classifications of WPC Plant Mechanic and Senior WPC Plant Mechanic will be responsible for maintaining the following minimum tool inventory.

1. One standard set 1/4" drive sockets (mechanic choice of 6 or 12 point); sizes 3/16" to 9/16"
2. One standard set 3/8" drive sockets (mechanic choice of 6 or 12 point); sizes 3/8" to 3/4"
3. One 1/4" drive ratchet
4. One 3/8" drive ratchet
5. One 3/8" drive x 6" long extension
6. One 3/8" drive x 8" long extension
7. One standard set 1/2" drive sockets (mechanic choice of 6 or 12 point); sizes 3/8" to 1", standard depth
8. One 1/2" drive ratchet
9. One 1/2" drive x 6" extension
10. One 1/2" drive x 8" extension
11. One 1/2" drive x 12" extension
12. One pair 4" curved jaw vise grips
13. One pair 10" curved jaw vise grips
14. One pair adjustable lock, 5 jaw positions, 9-1/4" long
15. One pair adjustable lock, 7 jaw positions, 13-1/2" long
16. One pair combination slip joint pliers, 7-1/2" long
17. One pair needlenose pliers, 7-1/8" long

18. One pair diagonal cutters
19. One adjustable wrench 6"
20. One adjustable wrench 10"
21. One adjustable wrench 12"
22. One pipe wrench 8"
23. One pipe wrench 10"
24. One standard set of nut drivers; sizes 5/6" to 1/2"
25. One standard 4 piece set of slotted tip screwdrivers, wood or plastic handles
26. One standard 4 piece set of phillips screwdrivers, wood or plastic handles
27. Deluxe hacksaw designed for 10" or 12" blades
28. One standard set of allen wrenches (mechanic choice long or short length), sizes 5/64" to 3/8"
29. One 25" metal retracting tape rule
30. One standard set of punches (mechanic choice on length)
31. One standard set of flat chisels
32. One standard set of combination wrenches (mechanic choice 6 or 12 point sizes 1/4" to 1")
33. Tool Chest

For the City employees currently employed and hired in the Plant Maintenance Mechanic and Senior Plant Maintenance Mechanic classifications assigned to the Water Pollution Control Plant, from the date this agreement is signed, the City will purchase the complete Craftsman tool sets and two-drawer tool chests as indicated on the minimum tool requirement list above. It will be the responsibility of the Senior Mechanic to distribute the tool sets and tool chests which will provide each employee in these classifications a complete set of the minimum toll inventory indicated above.

It is further agreed as follows:

- Each employee in the classifications of WPC Plant Mechanic and Senior WPC Plant Mechanic will be responsible for storing and maintaining the tools in a secure, clean, and safe condition. The City will provide a locked location for the Mechanics' boxes.
- Any special tools required by the City will be provided by the City.
- City management at the Water Pollution Control Plant will develop and provide each employee in the classifications of WPC Plant Mechanic and Senior WPC Plant Mechanic a standard operating procedure regarding tools lost or broken on the job in the performance of their regular duties.
- City management at the Water Pollution Control Plant will prepare a written inventory of the tools provided, and each of the employees in the classification of WPC Plant Mechanic and Senior WPC Plant Mechanic shall be provided a copy. Once provided the tools, each Mechanic will be required to sign and return a copy of the inventory to the Senior Plant Maintenance Mechanic. The Maintenance Supervisor at the Water Pollution Control Plant will maintain a written record of the inventory of each Mechanic.
- City management at the Water Pollution Control Plant shall inspect the Senior WPC Plant Mechanic's tool inventory and shall inspect or request the Senior WPC Plant Mechanic to inspect each Mechanic's tool inventory at least once a year. The inspection shall include verification of a complete tool inventory and a statement evaluating each Mechanic's maintenance of the tools in a secure, clean, and safe condition. A report on the semi-annual inspection, dated and signed by the inspector and the Mechanics, shall be maintained in the office of the Water Pollution Control Maintenance Supervisor. Each employee will be provided a copy of the inspector's report for their records.
- The City will retain ownership of all tools and tool chests purchased by the City. They cannot be taken off City premises, and upon separation from City service or promotion or transfer to any other position within the City, a full inventory of tools must be returned or full replacement costs of any missing tool(s) will be charged.
- Any mechanic using personal tools or equipment at work after the date the tools are provided by the City will do so at their own risk and responsibility.



s/ 11/15/91

Izetta E. Birch  
Director of Human Resources

s/ 11/15/91

Helen Farnham  
Environmental Operations Manager

s/ 11/15/91

Gary Csordas  
WPC Maintenance Supervisor

s/ 11/15/91

Marvin A. Rose  
Director of Public Works

s/ 11/15/91

Armando Atencio  
President of SEA

s/ 11/15/91

Greg Burton  
WPC Operator

s/ 11/15/91

Wayne Granger  
Plant Maintenance Mechanic

s/ 11/15/91

Barry Phillips  
Sr. Plant Maintenance Mechanic

s/ 11/15/91

Howard Hament  
Plant Maintenance Mechanic

s/ 11/15/91

Walter Koehn  
Plant Maintenance Mechanic

s/ 11/15/91

Ronald Paul  
Plant Maintenance Mechanic

s/ 11/15/91

James Shrove  
Plant Maintenance Mechanic

s/ 11/15/91

Rudy Winkleman  
Plant Maintenance Mechanic

DRAFT 7/23/2019 MCT

## RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF SUNNYVALE AMENDING RESOLUTION NO. 190-05,  
THE CITY'S SALARY RESOLUTION, BY AMENDING  
THE PAY SCHEDULE FOR PAY PLAN CATEGORY B  
(SUNNYVALE EMPLOYEES ASSOCIATION/IFPTE  
LOCAL 21) EMPLOYEES REPRESENTED BY THE  
SUNNYVALE EMPLOYEES ASSOCIATION**

WHEREAS, the Memorandum of Understanding ("MOU") with the Sunnyvale Employees Association, now called Sunnyvale Employees Association/IFPTE Local 21 ("SEA/IFPTE Local 21") expired on June 30, 2019; and

WHEREAS, Negotiators for the City of Sunnyvale ("City") and SEA/IFPTE Local 21 began the meet and confer process in March 2019, and met fifteen times before reaching an agreement; and

WHEREAS, a Tentative Agreement was reached on July 9, 2019, and on July 18, 2019, the City was notified that the SEA/IFPTE Local 21 membership ratified this agreement for a term from July 1, 2019 through June 30, 2022; and

WHEREAS, the terms of the new MOU make changes to elements of compensation including wages, hazardous duty pay, special assignment, bilingual pay, certification pay, standby duty pay, call-out duty, Class A and B driver's license compensation, supplemental life and AD&D insurance, paid time off, bereavement leave, tuition reimbursement, jackets – water pollution control, reporting of special compensation -uniforms; and

WHEREAS, consistent with the terms of the new MOU, the City desires to amend the City's salary resolution for SEA/IFPTE Local 21 employees, effective July 28, 2019.

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

1. Resolution No. 190-05 is hereby amended by amending the pay rates in Pay Plan Category B, as set forth in Exhibit "A" attached and incorporated by reference.
2. All other provisions of Resolution No. 190-05 shall remain in full force and effect.
3. The Salary Resolution amendments and pay rates noted above as set forth in the salary tables attached as Exhibit A shall be effective July 28, 2019.

Adopted by the City Council of the City of Sunnyvale at a regular meeting held on \_\_\_\_\_, 2019, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

RECUSAL:

ATTEST:

APPROVED:

\_\_\_\_\_  
City Clerk  
(SEAL)

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

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

**EXHIBIT A**

City of Sunnyvale

Salary Table - SEA/IPFTE Local 21 Classifications

Draft Salary Table for SEA/IPFTE Local 21

Effective 7/28/2019

Job Code	Job Title	Unit	Pay Cat.	Range / Scale	Hourly Pay Rates						Annual Range		Effective Date
					Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Minimum	Maximum	
1000	Accountant	SEA	B	101	39.8973	41.8920	43.9866	46.1861	48.4953	50.9200	82,986	105,914	7/28/19
6800	Accounting Technician	SEA	B	646	30.6343	32.1660	33.7745	35.4631	37.2362	39.0980	63,719	81,324	7/28/19
1100	Administrative Aide	SEA	B	104	36.2142	38.0250	39.9261	41.9225	44.0186	46.2196	75,326	96,137	7/28/19
1102	Administrative Aide-Employment Development	SEA	B	104	36.2142	38.0250	39.9261	41.9225	44.0186	46.2196	75,326	96,137	7/28/19
1250	Administrative Analyst	SEA	B	630	37.8545	39.7473	41.7348	43.8214	46.0125	48.3131	78,737	100,491	7/28/19
2170	Animal Control Officer	SEA	B	106	35.1592	36.9171	38.7629	40.7010	42.7361	44.8728	73,131	93,335	7/28/19
5015	Assistant Golf Professional	SEA	B	665	21.7701	22.8587	24.0016	25.2017	26.4618	27.7848	45,282	57,792	7/28/19
1251	Assistant Planner	SEA	B	126	36.4740	38.2978	40.2126	42.2233	44.3343	46.5512	75,866	96,826	7/28/19
1200	Associate Planner	SEA	B	107	43.8814	46.0756	48.3796	50.7985	53.3384	56.0052	91,273	116,491	7/28/19
1205	Automotive Shop Attendant	SEA	B	669	17.7530	18.6406	19.5726	20.5511	21.5788	22.6579	36,926	47,128	7/28/19
4001	Building Inspector 1	SEA	B	702	38.4587	40.3815	42.4008	44.5209	46.7471	49.0845	79,994	102,096	7/28/19
4000	Building Inspector 2	SEA	B	111	42.4008	44.5209	46.7471	49.0845	51.5386	54.1157	88,194	112,561	7/28/19
2501	Business Liaison	SEA	B	124	33.3205	34.9865	36.7358	38.5727	40.5013	42.5265	69,307	88,455	7/28/19
6750	Buyer 1	SEA	B	145	35.1656	36.9240	38.7702	40.7086	42.7439	44.8812	73,144	93,353	7/28/19
2000	Buyer 2	SEA	B	112	39.5965	41.5764	43.6551	45.8378	48.1296	50.5363	82,361	105,116	7/28/19
2500	Career Advisor	SEA	B	124	33.3205	34.9865	36.7358	38.5727	40.5013	42.5265	69,307	88,455	7/28/19
1400	Civil Engineer	SEA	B	116	47.8438	50.2361	52.7480	55.3854	58.1547	61.0625	99,515	127,010	7/28/19
6805	Collections Specialist	SEA	B	646	30.6343	32.1660	33.7745	35.4631	37.2362	39.0980	63,719	81,324	7/28/19
2351	Community Services Coordinator 1	SEA	B	164	33.8240	35.5154	37.2911	39.1555	41.1132	43.1689	70,354	89,791	7/28/19
2300	Community Services Coordinator 2	SEA	B	628	39.1558	41.1135	43.1693	45.3278	47.5940	49.9740	81,444	103,946	7/28/19
2150	Community Services Officer	SEA	B	106	35.1592	36.9171	38.7629	40.7010	42.7361	44.8728	73,131	93,335	7/28/19
5753	Cross Connection Control Specialist	SEA	B	186	36.7078	38.5431	40.4701	42.4939	44.6186	46.8496	76,352	97,447	7/28/19
6675	Customer Service Representative	SEA	B	648	30.3068	31.8222	33.4134	35.0841	36.8382	38.6800	63,038	80,454	7/28/19
2460	Deputy City Clerk	SEA	B	637	37.8545	39.7473	41.7348	43.8214	46.0125	48.3131	78,737	100,491	7/28/19
2160	Emergency Management Coordinator	SEA	B	106	35.1592	36.9171	38.7629	40.7010	42.7361	44.8728	73,131	93,335	7/28/19
2480	Emergency Medical Services Coordinator	SEA	B	674	46.2643	48.5774	51.0064	53.5566	56.2344	59.0461	96,230	122,816	7/28/19
2650	Employment Development Information Systems Analyst	SEA	B	108	40.5300	42.5569	44.6845	46.9188	49.2648	51.7281	84,302	107,594	7/28/19
1160	Employment Training Program Coordinator	SEA	B	611	36.3366	38.1532	40.0610	42.0640	44.1673	46.3757	75,580	96,461	7/28/19
1500	Engineering Assistant 1	SEA	B	117	39.9942	41.9942	44.0938	46.2986	48.6133	51.0442	83,188	106,172	7/28/19
1410	Engineering Assistant 2	SEA	B	660	43.9198	46.1159	48.4215	50.8427	53.3849	56.0540	91,353	116,592	7/28/19
4900	Environmental Chemist 1	SEA	B	196	33.6257	35.3069	37.0720	38.9257	40.8721	42.9157	69,941	89,265	7/28/19
1351	Environmental Chemist 2	SEA	B	100	39.1103	41.0661	43.1194	45.2755	47.5390	49.9160	81,349	103,825	7/28/19
1350	Environmental Compliance Inspector	SEA	B	135	38.3974	40.3173	42.3331	44.4497	46.6722	49.0056	79,867	101,932	7/28/19
1840	Environmental Engineering Coordinator	SEA	B	168	52.4509	55.0734	57.8271	60.7184	63.7545	66.9421	109,098	139,240	7/28/19
2320	Environmental Programs Specialist 1	SEA	B	220	36.9606	38.8086	40.7491	42.7865	44.9258	47.1721	76,878	98,118	7/28/19
2321	Environmental Programs Specialist 2	SEA	B	221	40.4798	42.5038	44.6290	46.8604	49.2034	51.6636	84,198	107,460	7/28/19
5050	Equipment Mechanic	SEA	B	128	34.5417	36.2688	38.0823	39.9861	41.9855	44.0848	71,847	91,696	7/28/19
7100	Equipment Mechanic-in-Training	SEA	B	129	29.5062	30.9814	32.5306	34.1571	35.8650	37.6583	61,373	78,329	7/28/19
5310	Facilities Technician 1	SEA	B	680	28.1873	29.5967	31.0766	32.6304	34.2620	35.9753	58,630	74,829	7/28/19
5315	Facilities Technician 2	SEA	B	681	29.5681	31.0465	32.5988	34.2288	35.9402	37.7373	61,502	78,494	7/28/19
5320	Facilities Technician 3	SEA	B	682	32.0793	33.6833	35.3675	37.1357	38.9928	40.9421	66,725	85,160	7/28/19
5300	Facility Attendant 1	SEA	B	670	17.7530	18.6406	19.5726	20.5511	21.5788	22.6579	36,926	47,128	7/28/19
5301	Facility Attendant 2	SEA	B	671	22.1076	23.2128	24.3735	25.5923	26.8718	28.2154	45,984	58,688	7/28/19
6830	Finance Analyst 1	SEA	B	692	36.0520	37.8546	39.7476	41.7349	43.8215	46.0126	74,988	95,706	7/28/19
6840	Finance Analyst 2	SEA	B	693	37.8545	39.7473	41.7348	43.8214	46.0125	48.3131	78,737	100,491	7/28/19
6875	Finance Technician	SEA	B	677	34.7195	36.4555	38.2782	40.1923	42.2016	44.3117	72,217	92,168	7/28/19
4460	Fire Prevention Inspector 1	SEA	B	212	40.8328	42.8744	45.0182	47.2690	49.6325	52.1142	84,932	108,398	7/28/19
4461	Fire Prevention Inspector 2	SEA	B	213	44.9161	47.1619	49.5200	51.9960	54.5958	57.3256	93,425	119,237	7/28/19
4481	Fire Protection Engineer 1	SEA	B	215	53.6952	56.3800	59.1990	62.1589	65.2669	68.5302	111,686	142,543	7/28/19

**City of Sunnyvale**  
**Salary Table - SEA/IFPTE Local 21 Classifications**

Draft Salary Table for SEA/IFPTE Local 21  
Effective 7/28/2019

Job Code	Job Title	Unit	Pay Cat.	Range / Scale	Hourly Pay Rates						Annual Range		Effective Date
					Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Minimum	Maximum	
4482	Fire Protection Engineer 2	SEA	B	216	59.0647	62.0180	65.1189	68.3748	71.7935	75.3832	122,855	156,797	7/28/19
4475	Fire Protection Inspector	SEA	B	651	49.4078	51.8782	54.4721	57.1956	60.0554	63.0582	102,768	131,161	7/28/19
4490	Fleet Services Coordinator	SEA	B	700	41.4501	43.5223	45.6985	47.9834	50.3827	52.9018	86,216	110,036	7/28/19
5025	Golf Course Equipment Mechanic	SEA	B	645	34.5417	36.2688	38.0823	39.9861	41.9855	44.0848	71,847	91,696	7/28/19
5010	Golf Professional	SEA	B	664	29.9788	31.4781	33.0520	34.7045	36.4396	38.2617	62,356	79,584	7/28/19
2505	Graphic Artist	SEA	B	184	26.7721	28.1107	29.5161	30.9919	32.5413	34.1684	55,686	71,070	7/28/19
7300	Greenskeeper	SEA	B	134	36.1997	38.0096	39.9101	41.9057	44.0008	46.2010	75,295	96,098	7/28/19
7325	Groundswoker	SEA	B	626	17.7530	18.6406	19.5726	20.5511	21.5788	22.6579	36,926	47,128	7/28/19
4450	Hazardous Materials Inspector	SEA	B	110	53.3407	56.0078	58.8079	61.7483	64.8360	68.0777	110,949	141,602	7/28/19
5100	Heavy Equipment Operator	SEA	B	130	34.5171	36.2429	38.0550	39.9574	41.9555	44.0532	71,796	91,631	7/28/19
2430	Help Desk Technician	SEA	B	708	33.7401	35.4271	37.1984	39.0583	41.0114	43.0619	70,179	89,569	7/28/19
2925	Housing Programs Analyst	SEA	B	179	38.4738	40.3973	42.4172	44.5380	46.7651	49.1031	80,026	102,134	7/28/19
2950	Housing Programs Technician	SEA	B	104	36.2142	38.0250	39.9261	41.9225	44.0186	46.2196	75,326	96,137	7/28/19
4400	Housing Rehabilitation Specialist	SEA	B	131	39.2606	41.2235	43.2850	45.4492	47.7215	50.1078	81,662	104,224	7/28/19
2450	I.T. Coordinator	SEA	B	123	45.9108	48.2064	50.6167	53.1475	55.8047	58.5952	95,494	121,878	7/28/19
4950	Laboratory/Field Technician	SEA	B	620	30.9386	32.4856	34.1101	35.8156	37.6064	39.4867	64,352	82,132	7/28/19
4960	Landfill Technician	SEA	B	672	30.2056	31.7158	33.3017	34.9667	36.7149	38.5506	62,828	80,185	7/28/19
5150	Lead Equipment Mechanic	SEA	B	136	38.6866	40.6210	42.6519	44.7847	47.0237	49.3750	80,468	102,700	7/28/19
1600	Librarian	SEA	B	139	35.0367	36.7883	38.6278	40.5594	42.5872	44.7166	72,876	93,011	7/28/19
2100	Library Assistant	SEA	B	140	28.5707	29.9991	31.4991	33.0741	34.7276	36.4642	59,427	75,846	7/28/19
5250	Mail Clerk	SEA	B	690	22.0083	23.1089	24.2643	25.4773	26.7512	28.0887	45,777	58,424	7/28/19
5860	Maintenance Worker 1	SEA	B	699	28.1602	29.5681	31.0465	32.5988	34.2288	35.9402	58,573	74,756	7/28/19
5850	Maintenance Worker 2	SEA	B	698	29.5681	31.0465	32.5988	34.2288	35.9402	37.7373	61,502	78,494	7/28/19
6150	Meter Reader	SEA	B	147	29.7819	31.2709	32.8346	34.4762	36.2001	38.0101	61,946	79,061	7/28/19
2349	Neighborhood Preservation Specialist	SEA	B	118	34.7157	36.4515	38.2741	40.1879	42.1972	44.3071	72,209	92,159	7/28/19
4825	Network Engineer	SEA	B	642	52.2365	54.8484	57.5908	60.4704	63.4939	66.6684	108,652	138,670	7/28/19
2420	Network Technician	SEA	B	687	38.0251	39.9262	41.9225	44.0186	46.2196	48.5307	79,092	100,944	7/28/19
6200	Office Assistant	SEA	B	149	24.2828	25.4965	26.7716	28.1102	29.5158	30.9915	50,508	64,462	7/28/19
6250	Office Clerk	SEA	B	150	22.0083	23.1089	24.2643	25.4773	26.7512	28.0887	45,777	58,424	7/28/19
5350	Parks Leader	SEA	B	153	36.1997	38.0096	39.9101	41.9057	44.0008	46.2010	75,295	96,098	7/28/19
7320	Parks Supervisor	SEA	B	613	39.8192	41.8102	43.9008	46.0958	48.4006	50.8207	82,824	105,707	7/28/19
7600	Parks Worker 1	SEA	B	198	28.1873	29.5967	31.0766	32.6304	34.2620	35.9753	58,630	74,829	7/28/19
7650	Parks Worker 2	SEA	B	600	29.5681	31.0465	32.5988	34.2288	35.9402	37.7373	61,502	78,494	7/28/19
7675	Parks Worker 3	SEA	B	614	32.0793	33.6833	35.3675	37.1357	38.9928	40.9421	66,725	85,160	7/28/19
4080	Permit Center Coordinator	SEA	B	655	49.7448	52.2320	54.8436	57.5859	60.4653	63.4884	103,469	132,056	7/28/19
2110	Permit Clerk 1	SEA	B	180	26.7721	28.1107	29.5161	30.9919	32.5413	34.1684	55,686	71,070	7/28/19
2112	Permit Clerk 2	SEA	B	172	30.3068	31.8222	33.4134	35.0841	36.8382	38.6800	63,038	80,454	7/28/19
2115	Permit Technician	SEA	B	639	33.4534	35.1262	36.8824	38.7264	40.6628	42.6958	69,583	88,807	7/28/19
2440	Personal Computer Technician	SEA	B	708	33.7401	35.4271	37.1984	39.0583	41.0114	43.0619	70,179	89,569	7/28/19
4875	Plan Check Engineer	SEA	B	627	52.4509	55.0734	57.8271	60.7184	63.7545	66.9421	109,098	139,240	7/28/19
4855	Plan Checker 1	SEA	B	662	40.3813	42.4004	44.5205	46.7464	49.0837	51.5379	83,993	107,199	7/28/19
4805	Plan Checker 2	SEA	B	656	44.5208	46.7469	49.0840	51.5383	54.1154	56.8212	92,603	118,188	7/28/19
7500	Press Operator	SEA	B	155	27.2642	28.6274	30.0587	31.5617	33.1398	34.7967	56,710	72,377	7/28/19
1020	Principal Accountant	SEA	B	616	48.5862	51.0155	53.5664	56.2448	59.0569	62.0098	101,059	128,980	7/28/19
2050	Principal Buyer	SEA	B	683	45.7345	48.0211	50.4222	52.9434	55.5904	58.3701	95,128	121,410	7/28/19
5730	Principal Design & Construction Operator	SEA	B	710	48.5728	51.0018	53.5519	56.2294	59.0407	61.9928	101,031	128,945	7/28/19
2204	Principal Network Engineer	SEA	B	632	61.8879	64.9823	68.2315	71.6431	75.2252	78.9865	128,727	164,292	7/28/19
6300	Principal Office Assistant	SEA	B	156	34.3485	36.0658	37.8692	39.7627	41.7509	43.8384	71,445	91,184	7/28/19
2202	Principal Programmer Analyst	SEA	B	632	61.8879	64.9823	68.2315	71.6431	75.2252	78.9865	128,727	164,292	7/28/19

**City of Sunnyvale**  
**Salary Table - SEA/IFPTE Local 21 Classifications**

Draft Salary Table for SEA/IFPTE Local 21  
Effective 7/28/2019

Job Code	Job Title	Unit	Pay Cat.	Range / Scale	Hourly Pay Rates						Annual Range		Effective Date
					Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Minimum	Maximum	
6701	Principal Storekeeper	SEA	B	668	35.2647	37.0277	38.8792	40.8233	42.8644	45.0076	73,351	93,616	7/28/19
1885	Principal Transportation Engineer/Planner	SEA	B	709	58.7895	61.7289	64.8154	68.0562	71.4590	75.0318	122,282	156,066	7/28/19
5752	Principal Water Pollution Control Operator	SEA	B	710	48.5728	51.0018	53.5519	56.2294	59.0407	61.9928	101,031	128,945	7/28/19
1255	Program Coordinator	SEA	B	638	37.8545	39.7473	41.7348	43.8214	46.0125	48.3131	78,737	100,491	7/28/19
2200	Programmer Analyst	SEA	B	103	47.1085	49.4639	51.9371	54.5339	57.2604	60.1236	97,986	125,057	7/28/19
7400	Public Safety Maintenance Worker	SEA	B	144	28.1873	29.5967	31.0766	32.6304	34.2620	35.9753	58,630	74,829	7/28/19
6351	Public Safety Property Clerk 1	SEA	B	615	31.0200	32.5709	34.1996	35.9094	37.7049	39.5900	64,522	82,347	7/28/19
6350	Public Safety Property Clerk 2	SEA	B	159	32.6526	34.2853	35.9994	37.7993	39.6893	41.6738	67,917	86,682	7/28/19
1130	Public Safety Records Coordinator	SEA	B	621	35.4916	37.2663	39.1294	41.0860	43.1404	45.2974	73,823	94,219	7/28/19
6052	Public Safety Records Senior Specialist	SEA	B	635	32.1586	33.7665	35.4547	37.2275	39.0888	41.0433	66,890	85,370	7/28/19
6050	Public Safety Records Specialist 1	SEA	B	633	26.3115	27.6273	29.0086	30.4590	31.9819	33.5808	54,728	69,848	7/28/19
6051	Public Safety Records Specialist 2	SEA	B	634	29.2352	30.6971	32.2318	33.8435	35.5356	37.3123	60,809	77,610	7/28/19
2180	Public Safety Specialist	SEA	B	106	35.1592	36.9171	38.7629	40.7010	42.7361	44.8728	73,131	93,335	7/28/19
4650	Public Works Construction Inspector	SEA	B	160	39.2607	41.2238	43.2851	45.4494	47.7218	50.1079	81,662	104,224	7/28/19
5510	Public Works Crew Leader	SEA	B	161	36.1997	38.0096	39.9101	41.9057	44.0008	46.2010	75,295	96,098	7/28/19
5640	Public Works Supervisor	SEA	B	191	39.8192	41.8102	43.9008	46.0958	48.4006	50.8207	82,824	105,707	7/28/19
5431	Recycled Water Coordinator	SEA	B	663	38.3328	40.2495	42.2620	44.3750	46.5939	48.9235	79,732	101,761	7/28/19
1010	Senior Accountant	SEA	B	641	43.8869	46.0813	48.3853	50.8048	53.3448	56.0121	91,285	116,505	7/28/19
6850	Senior Accounting Technician	SEA	B	647	34.7195	36.4555	38.2782	40.1923	42.2016	44.3117	72,217	92,168	7/28/19
4700	Senior Building Inspector	SEA	B	167	46.7086	49.0439	51.4961	54.0710	56.7746	59.6132	97,154	123,995	7/28/19
5651	Senior Building Services Leader	SEA	B	604	39.8192	41.8102	43.9008	46.0958	48.4006	50.8207	82,824	105,707	7/28/19
1140	Senior Buyer	SEA	B	624	43.5563	45.7344	48.0210	50.4221	52.9433	55.5903	90,597	115,628	7/28/19
2145	Senior Community Services Officer	SEA	B	151	40.2223	42.2336	44.3452	46.5625	48.8906	51.3351	83,662	106,777	7/28/19
1850	Senior Construction Inspector/Coordinator	SEA	B	174	46.7086	49.0439	51.4961	54.0710	56.7746	59.6132	97,154	123,995	7/28/19
4150	Senior Crime Analyst	SEA	B	653	47.6849	50.0694	52.5728	55.2015	57.9615	60.8597	99,185	126,588	7/28/19
1300	Senior Environmental Chemist	SEA	B	114	43.2798	45.4437	47.7157	50.1016	52.6067	55.2369	90,022	114,893	7/28/19
1349	Senior Environmental Compliance Inspector	SEA	B	146	44.5782	46.8074	49.1478	51.6049	54.1852	56.8946	92,723	118,341	7/28/19
7301	Senior Greenskeeper	SEA	B	609	39.8193	41.8103	43.9009	46.0959	48.4008	50.8208	82,824	105,707	7/28/19
4425	Senior Hazardous Materials Inspector	SEA	B	210	58.6748	61.6086	64.6889	67.9233	71.3195	74.8854	122,044	155,762	7/28/19
4325	Senior Housing Rehabilitation Specialist	SEA	B	601	43.1864	45.3458	47.6131	49.9937	52.4933	55.1179	89,828	114,645	7/28/19
2400	Senior Library Assistant	SEA	B	170	29.7444	31.2316	32.7932	34.4328	36.1544	37.9622	61,868	78,961	7/28/19
5710	Senior Maintenance Worker	SEA	B	177	32.0793	33.6833	35.3675	37.1357	38.9928	40.9421	66,725	85,160	7/28/19
6450	Senior Meter Reader	SEA	B	171	32.2141	33.8246	35.5160	37.2918	39.1564	41.1144	67,005	85,518	7/28/19
2345	Senior Neighborhood Preservation Specialist	SEA	B	148	38.1889	40.0981	42.1032	44.2084	46.4187	48.7397	79,433	101,379	7/28/19
6500	Senior Office Assistant	SEA	B	172	30.3068	31.8222	33.4134	35.0841	36.8382	38.6800	63,038	80,454	7/28/19
5600	Senior Park Utility Worker	SEA	B	173	32.0793	33.6833	35.3675	37.1357	38.9928	40.9421	66,725	85,160	7/28/19
4090	Senior Plan Check Engineer	SEA	B	691	58.7451	61.6824	64.7663	68.0049	71.4052	74.9754	122,190	155,949	7/28/19
1260	Senior Planner	SEA	B	654	49.0531	51.5057	54.0809	56.7852	59.6243	62.6056	102,030	130,220	7/28/19
2201	Senior Programmer Analyst	SEA	B	631	52.2365	54.8484	57.5908	60.4704	63.4939	66.6684	108,652	138,670	7/28/19
1860	Senior Traffic Engineer	SEA	B	181	56.3748	59.1935	62.1529	65.2607	68.5238	71.9499	117,260	149,656	7/28/19
1865	Senior Transportation Engineer	SEA	B	610	53.6900	56.3747	59.1934	62.1528	65.2606	68.5237	111,675	142,529	7/28/19
1875	Senior Transportation Planner	SEA	B	657	50.8140	53.3548	56.0223	58.8234	61.7647	64.8528	105,693	134,894	7/28/19
5930	Senior Wastewater Collections Worker	SEA	B	177	32.0793	33.6833	35.3675	37.1357	38.9928	40.9421	66,725	85,160	7/28/19
5820	Senior Water Distribution Worker	SEA	B	696	32.8848	34.5291	36.2555	38.0681	39.9718	41.9703	68,400	87,298	7/28/19
5751	Senior Water Pollution Control Operator	SEA	B	679	42.4960	44.6208	46.8519	49.1946	51.6543	54.2370	88,392	112,813	7/28/19
5425	Senior Water Pollution Control Plant Mechanic	SEA	B	185	43.5579	45.7357	48.0227	50.4237	52.9449	55.5923	90,600	115,632	7/28/19
2504	Senior Workforce Services Representative	SEA	B	666	27.1667	28.5251	29.9515	31.4491	33.0215	34.6726	56,507	72,119	7/28/19
1345	Solid Waste Contract Administrator	SEA	B	115	52.4509	55.0734	57.8271	60.7184	63.7545	66.9421	109,098	139,240	7/28/19
4800	Solid Waste Specialist	SEA	B	169	40.7583	42.7963	44.9361	47.1828	49.5422	52.0190	84,777	108,200	7/28/19



**City of Sunnyvale**  
**Salary Table - SEA/IFPTE Local 21 Classifications**

Draft Salary Table for SEA/IFPTE Local 21  
Effective 7/28/2019

Job Code	Job Title	Unit	Pay Cat.	Range / Scale	Hourly Pay Rates						Annual Range		Effective Date
					Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Minimum	Maximum	
6650	Staff Office Assistant	SEA	B	180	26.7721	28.1107	29.5161	30.9919	32.5413	34.1684	55,686	71,070	7/28/19
6700	Storekeeper 1	SEA	B	182	31.0283	32.5797	34.2088	35.9194	37.7153	39.6009	64,539	82,370	7/28/19
6600	Storekeeper 2	SEA	B	176	32.6526	34.2853	35.9994	37.7993	39.6893	41.6738	67,917	86,682	7/28/19
6710	Storekeeper/Buyer	SEA	B	112	39.5965	41.5764	43.6551	45.8378	48.1296	50.5363	82,361	105,116	7/28/19
5200	Street Lighting Technician	SEA	B	142	36.1997	38.0096	39.9101	41.9057	44.0008	46.2010	75,295	96,098	7/28/19
2120	Technical Support Specialist	SEA	B	649	46.7276	49.0639	51.5172	54.0930	56.7977	59.6376	97,193	124,046	7/28/19
1950	Traffic Engineer	SEA	B	188	47.8438	50.2361	52.7480	55.3854	58.1547	61.0625	99,515	127,010	7/28/19
4200	Traffic Engineering Technician 1	SEA	B	127	30.0212	31.5223	33.0985	34.7534	36.4910	38.3155	62,444	79,696	7/28/19
4201	Traffic Engineering Technician 2	SEA	B	607	33.0233	34.6744	36.4083	38.2288	40.1402	42.1469	68,688	87,666	7/28/19
1955	Transportation Engineer	SEA	B	612	45.5658	47.8438	50.2361	52.7480	55.3854	58.1547	94,777	120,962	7/28/19
1861	Transportation Planner	SEA	B	183	49.1745	51.6333	54.2150	56.9259	59.7721	62.7607	102,283	130,542	7/28/19
7800	Utility Worker	SEA	B	192	29.5681	31.0465	32.5988	34.2288	35.9402	37.7373	61,502	78,494	7/28/19
5920	Wastewater Collections Crew Leader	SEA	B	161	36.1997	38.0096	39.9101	41.9057	44.0008	46.2010	75,295	96,098	7/28/19
5910	Wastewater Collections Supervisor	SEA	B	191	39.8192	41.8102	43.9008	46.0958	48.4006	50.8207	82,824	105,707	7/28/19
5430	Water Conservation Coordinator	SEA	B	650	38.3328	40.2495	42.2620	44.3750	46.5939	48.9235	79,732	101,761	7/28/19
5810	Water Distribution Crew Leader	SEA	B	695	37.1055	38.9609	40.9089	42.9546	45.1023	47.3575	77,179	98,504	7/28/19
5800	Water Distribution Supervisor	SEA	B	694	40.8131	42.8539	44.9965	47.2464	49.6086	52.0891	84,891	108,345	7/28/19
5830	Water Distribution Worker	SEA	B	697	31.0465	32.5988	34.2288	35.9402	37.7373	39.6243	64,577	82,419	7/28/19
5901	Water Pollution Control Operator 1	SEA	B	197	36.2523	38.0650	39.9681	41.9665	44.0650	46.2682	75,405	96,238	7/28/19
5900	Water Pollution Control Operator 2	SEA	B	202	37.1588	39.0166	40.9676	43.0160	45.1667	47.4249	77,290	98,644	7/28/19
7900	Water Pollution Control Operator-in-Training	SEA	B	199	27.7326	29.1192	30.5752	32.1040	33.7089	35.3945	57,684	73,621	7/28/19
5400	Water Pollution Control Plant Mechanic	SEA	B	154	39.4839	41.4581	43.5309	45.7076	47.9930	50.3926	82,127	104,817	7/28/19
5399	Water Pollution Control Plant Mechanic-in-Training	SEA	B	713	33.7281	35.4145	37.1853	39.0444	40.9967	43.0465	70,154	89,537	7/28/19
5435	Water Pollution Control Plant Systems Integrator	SEA	B	711	48.2475	50.6600	53.1930	55.8527	58.6453	61.5775	100,355	128,081	7/28/19
4100	Water Systems Operator	SEA	B	186	36.7078	38.5431	40.4701	42.4939	44.6186	46.8496	76,352	97,447	7/28/19
2540	Web & Communications Specialist	SEA	B	706	39.7473	41.7348	43.8213	46.0125	48.3131	50.7288	82,674	105,516	7/28/19
2550	Workforce Development Analyst	SEA	B	661	33.3205	34.9865	36.7358	38.5727	40.5013	42.5265	69,307	88,455	7/28/19
2503	Workforce Services Representative	SEA	B	667	24.6513	25.8838	27.1779	28.5368	29.9636	31.4619	51,275	65,441	7/28/19

**City of Sunnyvale**  
**Salary Table - SEA/IFPTE Local 21 Classifications**

Draft Salary Table for SEA/IFPTE Local 21  
Effective 7/12/2020

Job Code	Job Title	Unit	Pay Cat.	Range / Scale	Hourly Pay Rates						Annual Range		Effective Date
					Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Minimum	Maximum	
1000	Accountant	SEA	B	101	41.0942	43.1488	45.3062	47.5717	49.9502	52.4476	85,476	109,091	7/12/20
6800	Accounting Technician	SEA	B	646	31.5533	33.1310	34.7877	36.5270	38.3533	40.2709	65,631	83,763	7/12/20
1100	Administrative Aide	SEA	B	104	37.3006	39.1658	41.1239	43.1802	45.3392	47.6062	77,585	99,021	7/12/20
1102	Administrative Aide-Employment Development	SEA	B	104	37.3006	39.1658	41.1239	43.1802	45.3392	47.6062	77,585	99,021	7/12/20
1250	Administrative Analyst	SEA	B	630	38.9901	40.9397	42.9868	45.1360	47.3929	49.7625	81,099	103,506	7/12/20
2170	Animal Control Officer	SEA	B	106	36.2140	38.0246	39.9258	41.9220	44.0182	46.2190	75,325	96,136	7/12/20
5015	Assistant Golf Professional	SEA	B	665	22.4232	23.5445	24.7216	25.9578	27.2557	28.6183	46,640	59,526	7/12/20
1251	Assistant Planner	SEA	B	126	37.5682	39.4467	41.4190	43.4900	45.6643	47.9477	78,142	99,731	7/12/20
1200	Associate Planner	SEA	B	107	45.1978	47.4579	49.8310	52.3225	54.9386	57.6854	94,011	119,986	7/12/20
1205	Automotive Shop Attendant	SEA	B	669	18.2856	19.1998	20.1598	21.1676	22.2262	23.3376	38,034	48,542	7/12/20
4001	Building Inspector 1	SEA	B	702	39.6125	41.5929	43.6728	45.8565	48.1495	50.5570	82,394	105,159	7/12/20
4000	Building Inspector 2	SEA	B	111	43.6728	45.8565	48.1495	50.5570	53.0848	55.7392	90,839	115,938	7/12/20
2501	Business Liaison	SEA	B	124	34.3201	36.0361	37.8379	39.7299	41.7163	43.8023	71,386	91,109	7/12/20
6750	Buyer 1	SEA	B	145	36.2206	38.0317	39.9333	41.9299	44.0262	46.2276	75,339	96,153	7/12/20
2000	Buyer 2	SEA	B	112	40.7844	42.8237	44.9648	47.2129	49.5735	52.0524	84,832	108,269	7/12/20
2500	Career Advisor	SEA	B	124	34.3201	36.0361	37.8379	39.7299	41.7163	43.8023	71,386	91,109	7/12/20
1400	Civil Engineer	SEA	B	116	49.2791	51.7432	54.3304	57.0470	59.8993	62.8944	102,501	130,820	7/12/20
6805	Collections Specialist	SEA	B	646	31.5533	33.1310	34.7877	36.5270	38.3533	40.2709	65,631	83,763	7/12/20
2351	Community Services Coordinator 1	SEA	B	164	34.8387	36.5809	38.4098	40.3302	42.3466	44.4640	72,464	92,485	7/12/20
2300	Community Services Coordinator 2	SEA	B	628	40.3305	42.3469	44.4644	46.6876	49.0218	51.4732	83,887	107,064	7/12/20
2150	Community Services Officer	SEA	B	106	36.2140	38.0246	39.9258	41.9220	44.0182	46.2190	75,325	96,136	7/12/20
5753	Cross Connection Control Specialist	SEA	B	186	37.8090	39.6994	41.6842	43.7687	45.9572	48.2551	78,643	100,371	7/12/20
6675	Customer Service Representative	SEA	B	648	31.2160	32.7769	34.4158	36.1366	37.9433	39.8404	64,929	82,868	7/12/20
2460	Deputy City Clerk	SEA	B	637	38.9901	40.9397	42.9868	45.1360	47.3929	49.7625	81,099	103,506	7/12/20
2160	Emergency Management Coordinator	SEA	B	106	36.2140	38.0246	39.9258	41.9220	44.0182	46.2190	75,325	96,136	7/12/20
2480	Emergency Medical Services Coordinator	SEA	B	674	47.6522	50.0347	52.5366	55.1633	57.9214	60.8175	99,117	126,500	7/12/20
2650	Employment Development Information Systems Analyst	SEA	B	108	41.7459	43.8336	46.0250	48.3264	50.7427	53.2799	86,831	110,822	7/12/20
1160	Employment Training Program Coordinator	SEA	B	611	37.4267	39.2978	41.2628	43.3259	45.4923	47.7670	77,848	99,355	7/12/20
1500	Engineering Assistant 1	SEA	B	117	41.1940	43.2540	45.4166	47.6876	50.0717	52.5755	85,684	109,357	7/12/20
1410	Engineering Assistant 2	SEA	B	660	45.2374	47.4994	49.8741	52.3680	54.9864	57.7356	94,094	120,090	7/12/20
4900	Environmental Chemist 1	SEA	B	196	34.6345	36.3661	38.1842	40.0935	42.0983	44.2032	72,040	91,943	7/12/20
1351	Environmental Chemist 2	SEA	B	100	40.2836	42.2981	44.4130	46.6338	48.9652	51.4135	83,790	106,940	7/12/20
1350	Environmental Compliance Inspector	SEA	B	135	39.5493	41.5268	43.6031	45.7832	48.0724	50.4758	82,263	104,990	7/12/20
1840	Environmental Engineering Coordinator	SEA	B	168	54.0244	56.7256	59.5619	62.5400	65.6671	68.9504	112,371	143,417	7/12/20
2320	Environmental Programs Specialist 1	SEA	B	220	38.0694	39.9729	41.9716	44.0701	46.2736	48.5873	79,184	101,062	7/12/20
2321	Environmental Programs Specialist 2	SEA	B	221	41.6942	43.7789	45.9679	48.2662	50.6795	53.2135	86,724	110,684	7/12/20
5050	Equipment Mechanic	SEA	B	128	35.5780	37.3569	39.2248	41.1857	43.2451	45.4073	74,002	94,447	7/12/20
7100	Equipment Mechanic-in-Training	SEA	B	129	30.3914	31.9108	33.5065	35.1818	36.9410	38.7880	63,214	80,679	7/12/20
5310	Facilities Technician 1	SEA	B	680	29.0329	30.4846	32.0089	33.6093	35.2899	37.0546	60,388	77,074	7/12/20
5315	Facilities Technician 2	SEA	B	681	30.4551	31.9779	33.5768	35.2557	37.0184	38.8694	63,347	80,848	7/12/20
5320	Facilities Technician 3	SEA	B	682	33.0417	34.6938	36.4285	38.2498	40.1626	42.1704	68,727	87,714	7/12/20
5300	Facility Attendant 1	SEA	B	670	18.2856	19.1998	20.1598	21.1676	22.2262	23.3376	38,034	48,542	7/12/20
5301	Facility Attendant 2	SEA	B	671	22.7708	23.9092	25.1047	26.3601	27.6780	29.0619	47,363	60,449	7/12/20
6830	Finance Analyst 1	SEA	B	692	37.1336	38.9902	40.9400	42.9869	45.1361	47.3930	77,238	98,577	7/12/20
6840	Finance Analyst 2	SEA	B	693	38.9901	40.9397	42.9868	45.1360	47.3929	49.7625	81,099	103,506	7/12/20
6875	Finance Technician	SEA	B	677	35.7611	37.5492	39.4265	41.3981	43.4676	45.6411	74,383	94,933	7/12/20
4460	Fire Prevention Inspector 1	SEA	B	212	42.0578	44.1606	46.3687	48.6871	51.1215	53.6776	87,480	111,649	7/12/20

**City of Sunnyvale**  
**Salary Table - SEA/IFPTE Local 21 Classifications**

Draft Salary Table for SEA/IFPTE Local 21  
Effective 7/12/2020

Job Code	Job Title	Unit	Pay Cat.	Range / Scale	Hourly Pay Rates						Annual Range		Effective Date
					Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Minimum	Maximum	
4461	Fire Prevention Inspector 2	SEA	B	213	46.2636	48.5768	51.0056	53.5559	56.2337	59.0454	96,228	122,814	7/12/20
4481	Fire Protection Engineer 1	SEA	B	215	55.3061	58.0714	60.9750	64.0237	67.2249	70.5861	115,037	146,819	7/12/20
4482	Fire Protection Engineer 2	SEA	B	216	60.8366	63.8785	67.0725	70.4260	73.9473	77.6447	126,540	161,501	7/12/20
4475	Fire Protection Inspector	SEA	B	651	50.8900	53.4345	56.1063	58.9115	61.8571	64.9499	105,851	135,096	7/12/20
4490	Fleet Services Coordinator	SEA	B	700	42.6936	44.8280	47.0695	49.4229	51.8942	54.4889	88,803	113,337	7/12/20
5025	Golf Course Equipment Mechanic	SEA	B	645	35.5780	37.3569	39.2248	41.1857	43.2451	45.4073	74,002	94,447	7/12/20
5010	Golf Professional	SEA	B	664	30.8782	32.4224	34.0436	35.7456	37.5328	39.4096	64,227	81,972	7/12/20
2505	Graphic Artist	SEA	B	184	27.5753	28.9540	30.4016	31.9217	33.5175	35.1935	57,357	73,202	7/12/20
7300	Greenskeeper	SEA	B	134	37.2857	39.1499	41.1074	43.1629	45.3208	47.5870	77,554	98,981	7/12/20
7325	Groundsworker	SEA	B	626	18.2856	19.1998	20.1598	21.1676	22.2262	23.3376	38,034	48,542	7/12/20
4450	Hazardous Materials Inspector	SEA	B	110	54.9409	57.6880	60.5721	63.6007	66.7811	70.1200	114,277	145,850	7/12/20
5100	Heavy Equipment Operator	SEA	B	130	35.5526	37.3302	39.1967	41.1561	43.2142	45.3748	73,949	94,380	7/12/20
2430	Help Desk Technician	SEA	B	708	34.7523	36.4899	38.3144	40.2300	42.2417	44.3538	72,285	92,256	7/12/20
2925	Housing Programs Analyst	SEA	B	179	39.6280	41.6092	43.6897	45.8741	48.1681	50.5762	82,426	105,198	7/12/20
2950	Housing Programs Technician	SEA	B	104	37.3006	39.1658	41.1239	43.1802	45.3392	47.6062	77,585	99,021	7/12/20
4400	Housing Rehabilitation Specialist	SEA	B	131	40.4384	42.4602	44.5836	46.8127	49.1531	51.6110	84,112	107,351	7/12/20
2450	I.T. Coordinator	SEA	B	123	47.2881	49.6526	52.1352	54.7419	57.4788	60.3531	98,359	125,534	7/12/20
4950	Laboratory/Field Technician	SEA	B	620	31.8668	33.4602	35.1334	36.8901	38.7346	40.6713	66,283	84,596	7/12/20
4960	Landfill Technician	SEA	B	672	31.1118	32.6673	34.3008	36.0157	37.8163	39.7071	64,713	82,591	7/12/20
5150	Lead Equipment Mechanic	SEA	B	136	39.8472	41.8396	43.9315	46.1282	48.4344	50.8563	82,882	105,781	7/12/20
1600	Librarian	SEA	B	139	36.0878	37.8919	39.7866	41.7762	43.8648	46.0581	75,063	95,801	7/12/20
2100	Library Assistant	SEA	B	140	29.4278	30.8991	32.4441	34.0663	35.7694	37.5581	61,210	78,121	7/12/20
5250	Mail Clerk	SEA	B	690	22.6685	23.8022	24.9922	26.2416	27.5537	28.9314	47,150	60,177	7/12/20
5860	Maintenance Worker 1	SEA	B	699	29.0050	30.4551	31.9779	33.5768	35.2557	37.0184	60,330	76,998	7/12/20
5850	Maintenance Worker 2	SEA	B	698	30.4551	31.9779	33.5768	35.2557	37.0184	38.8694	63,347	80,848	7/12/20
6150	Meter Reader	SEA	B	147	30.6754	32.2090	33.8196	35.5105	37.2861	39.1504	63,805	81,433	7/12/20
2349	Neighborhood Preservation Specialist	SEA	B	118	35.7572	37.5450	39.4223	41.3935	43.4631	45.6363	74,375	94,924	7/12/20
4825	Network Engineer	SEA	B	642	53.8036	56.4939	59.3185	62.2845	65.3987	68.6685	111,911	142,830	7/12/20
2420	Network Technician	SEA	B	687	39.1659	41.1240	43.1802	45.3392	47.6062	49.9866	81,465	103,972	7/12/20
6200	Office Assistant	SEA	B	149	25.0113	26.2614	27.5747	28.9535	30.4013	31.9212	52,024	66,396	7/12/20
6250	Office Clerk	SEA	B	150	22.6685	23.8022	24.9922	26.2416	27.5537	28.9314	47,150	60,177	7/12/20
5350	Parks Leader	SEA	B	153	37.2857	39.1499	41.1074	43.1629	45.3208	47.5870	77,554	98,981	7/12/20
7320	Parks Supervisor	SEA	B	613	41.0138	43.0645	45.2178	47.4787	49.8526	52.3453	85,309	108,878	7/12/20
7600	Parks Worker 1	SEA	B	198	29.0329	30.4846	32.0089	33.6093	35.2899	37.0546	60,388	77,074	7/12/20
7650	Parks Worker 2	SEA	B	600	30.4551	31.9779	33.5768	35.2557	37.0184	38.8694	63,347	80,848	7/12/20
7675	Parks Worker 3	SEA	B	614	33.0417	34.6938	36.4285	38.2498	40.1626	42.1704	68,727	87,714	7/12/20
4080	Permit Center Coordinator	SEA	B	655	51.2371	53.7990	56.4889	59.3135	62.2793	65.3931	106,573	136,018	7/12/20
2110	Permit Clerk 1	SEA	B	180	27.5753	28.9540	30.4016	31.9217	33.5175	35.1935	57,357	73,202	7/12/20
2112	Permit Clerk 2	SEA	B	172	31.2160	32.7769	34.4158	36.1366	37.9433	39.8404	64,929	82,868	7/12/20
2115	Permit Technician	SEA	B	639	34.4570	36.1800	37.9889	39.8882	41.8827	43.9767	71,671	91,472	7/12/20
2440	Personal Computer Technician	SEA	B	708	34.7523	36.4899	38.3144	40.2300	42.2417	44.3538	72,285	92,256	7/12/20
4875	Plan Check Engineer	SEA	B	627	54.0244	56.7256	59.5619	62.5400	65.6671	68.9504	112,371	143,417	7/12/20
4855	Plan Checker 1	SEA	B	662	41.5927	43.6724	45.8561	48.1488	50.5562	53.0840	86,513	110,415	7/12/20
4805	Plan Checker 2	SEA	B	656	45.8564	48.1493	50.5565	53.0844	55.7389	58.5258	95,381	121,734	7/12/20
7500	Press Operator	SEA	B	155	28.0821	29.4862	30.9605	32.5086	34.1340	35.8406	58,411	74,548	7/12/20
1020	Principal Accountant	SEA	B	616	50.0438	52.5460	55.1734	57.9321	60.8286	63.8701	104,091	132,850	7/12/20
2050	Principal Buyer	SEA	B	683	47.1065	49.4617	51.9349	54.5317	57.2581	60.1212	97,982	125,052	7/12/20

**City of Sunnyvale**  
**Salary Table - SEA/IFPTE Local 21 Classifications**

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Job Code	Job Title	Unit	Pay Cat.	Range / Scale	Hourly Pay Rates						Annual Range		Effective Date
					Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Minimum	Maximum	
5730	Principal Design & Construction Operator	SEA	B	710	50.0300	52.5319	55.1585	57.9163	60.8119	63.8526	104,062	132,813	7/12/20
2204	Principal Network Engineer	SEA	B	632	63.7445	66.9318	70.2784	73.7924	77.4820	81.3561	132,589	169,221	7/12/20
6300	Principal Office Assistant	SEA	B	156	35.3790	37.1478	39.0053	40.9556	43.0034	45.1536	73,588	93,919	7/12/20
2202	Principal Programmer Analyst	SEA	B	632	63.7445	66.9318	70.2784	73.7924	77.4820	81.3561	132,589	169,221	7/12/20
6701	Principal Storekeeper	SEA	B	668	36.3226	38.1385	40.0456	42.0480	44.1503	46.3578	75,551	96,424	7/12/20
1885	Principal Transportation Engineer/Planner	SEA	B	709	60.5532	63.5808	66.7599	70.0979	73.6028	77.2828	125,951	160,748	7/12/20
5752	Principal Water Pollution Control Operator	SEA	B	710	50.0300	52.5319	55.1585	57.9163	60.8119	63.8526	104,062	132,813	7/12/20
1255	Program Coordinator	SEA	B	638	38.9901	40.9397	42.9868	45.1360	47.3929	49.7625	81,099	103,506	7/12/20
2200	Programmer Analyst	SEA	B	103	48.5218	50.9478	53.4952	56.1699	58.9782	61.9273	100,925	128,809	7/12/20
7400	Public Safety Maintenance Worker	SEA	B	144	29.0329	30.4846	32.0089	33.6093	35.2899	37.0546	60,388	77,074	7/12/20
6351	Public Safety Property Clerk 1	SEA	B	615	31.9506	33.5480	35.2256	36.9867	38.8360	40.7777	66,457	84,818	7/12/20
6350	Public Safety Property Clerk 2	SEA	B	159	33.6322	35.3139	37.0794	38.9333	40.8800	42.9240	69,955	89,282	7/12/20
1130	Public Safety Records Coordinator	SEA	B	621	36.5563	38.3843	40.3033	42.3186	44.4346	46.6563	76,037	97,045	7/12/20
6052	Public Safety Records Senior Specialist	SEA	B	635	33.1234	34.7795	36.5183	38.3443	40.2615	42.2746	68,897	87,931	7/12/20
6050	Public Safety Records Specialist 1	SEA	B	633	27.1008	28.4561	29.8789	31.3728	32.9414	34.5882	56,370	71,943	7/12/20
6051	Public Safety Records Specialist 2	SEA	B	634	30.1123	31.6180	33.1988	34.8588	36.6017	38.4317	62,634	79,938	7/12/20
2180	Public Safety Specialist	SEA	B	106	36.2140	38.0246	39.9258	41.9220	44.0182	46.2190	75,325	96,136	7/12/20
4650	Public Works Construction Inspector	SEA	B	160	40.4385	42.4605	44.5837	46.8129	49.1535	51.6111	84,112	107,351	7/12/20
5510	Public Works Crew Leader	SEA	B	161	37.2857	39.1499	41.1074	43.1629	45.3208	47.5870	77,554	98,981	7/12/20
5640	Public Works Supervisor	SEA	B	191	41.0138	43.0645	45.2178	47.4787	49.8526	52.3453	85,309	108,878	7/12/20
5431	Recycled Water Coordinator	SEA	B	663	39.4828	41.4570	43.5299	45.7063	47.9917	50.3912	82,124	104,814	7/12/20
1010	Senior Accountant	SEA	B	641	45.2035	47.4637	49.8369	52.3289	54.9451	57.6925	94,023	120,000	7/12/20
6850	Senior Accounting Technician	SEA	B	647	35.7611	37.5492	39.4265	41.3981	43.4676	45.6411	74,383	94,933	7/12/20
4700	Senior Building Inspector	SEA	B	167	48.1099	50.5152	53.0410	55.6931	58.4778	61.4016	100,069	127,715	7/12/20
5651	Senior Building Services Leader	SEA	B	604	41.0138	43.0645	45.2178	47.4787	49.8526	52.3453	85,309	108,878	7/12/20
1140	Senior Buyer	SEA	B	624	44.8630	47.1064	49.4616	51.9348	54.5316	57.2580	93,315	119,097	7/12/20
2145	Senior Community Services Officer	SEA	B	151	41.4290	43.5006	45.6756	47.9594	50.3573	52.8752	86,172	109,980	7/12/20
1850	Senior Construction Inspector/Coordinator	SEA	B	174	48.1099	50.5152	53.0410	55.6931	58.4778	61.4016	100,069	127,715	7/12/20
4150	Senior Crime Analyst	SEA	B	653	49.1154	51.5715	54.1500	56.8575	59.7003	62.6855	102,160	130,386	7/12/20
1300	Senior Environmental Chemist	SEA	B	114	44.5782	46.8070	49.1472	51.6046	54.1849	56.8940	92,723	118,340	7/12/20
1349	Senior Environmental Compliance Inspector	SEA	B	146	45.9155	48.2116	50.6222	53.1530	55.8108	58.6014	95,504	121,891	7/12/20
7301	Senior Greenskeeper	SEA	B	609	41.0139	43.0646	45.2179	47.4788	49.8528	52.3454	85,309	108,878	7/12/20
4425	Senior Hazardous Materials Inspector	SEA	B	210	60.4350	63.4569	66.6296	69.9610	73.4591	77.1320	125,705	160,435	7/12/20
4325	Senior Housing Rehabilitation Specialist	SEA	B	601	44.4820	46.7062	49.0415	51.4935	54.0681	56.7714	92,523	118,085	7/12/20
2400	Senior Library Assistant	SEA	B	170	30.6367	32.1685	33.7770	35.4658	37.2390	39.1011	63,724	81,330	7/12/20
5710	Senior Maintenance Worker	SEA	B	177	33.0417	34.6938	36.4285	38.2498	40.1626	42.1704	68,727	87,714	7/12/20
6450	Senior Meter Reader	SEA	B	171	33.1805	34.8393	36.5815	38.4106	40.3311	42.3478	69,015	88,083	7/12/20
2345	Senior Neighborhood Preservation Specialist	SEA	B	148	39.3346	41.3010	43.3663	45.5347	47.8113	50.2019	81,816	104,420	7/12/20
6500	Senior Office Assistant	SEA	B	172	31.2160	32.7769	34.4158	36.1366	37.9433	39.8404	64,929	82,868	7/12/20
5600	Senior Park Utility Worker	SEA	B	173	33.0417	34.6938	36.4285	38.2498	40.1626	42.1704	68,727	87,714	7/12/20
4090	Senior Plan Check Engineer	SEA	B	691	60.5075	63.5329	66.7093	70.0450	73.5474	77.2247	125,856	160,627	7/12/20
1260	Senior Planner	SEA	B	654	50.5247	53.0509	55.7033	58.4888	61.4130	64.4838	105,091	134,126	7/12/20
2201	Senior Programmer Analyst	SEA	B	631	53.8036	56.4939	59.3185	62.2845	65.3987	68.6685	111,911	142,830	7/12/20
1860	Senior Traffic Engineer	SEA	B	181	58.0660	60.9693	64.0175	67.2185	70.5795	74.1084	120,777	154,145	7/12/20
1865	Senior Transportation Engineer	SEA	B	610	55.3007	58.0659	60.9692	64.0174	67.2184	70.5794	115,025	146,805	7/12/20
1875	Senior Transportation Planner	SEA	B	657	52.3384	54.9554	57.7030	60.5881	63.6176	66.7984	108,864	138,941	7/12/20
5930	Senior Wastewater Collections Worker	SEA	B	177	33.0417	34.6938	36.4285	38.2498	40.1626	42.1704	68,727	87,714	7/12/20

**City of Sunnyvale**  
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5820	Senior Water Distribution Worker	SEA	B	696	33.8713	35.5650	37.3432	39.2101	41.1710	43.2294	70,452	89,917	7/12/20
5751	Senior Water Pollution Control Operator	SEA	B	679	43.7709	45.9594	48.2575	50.6704	53.2039	55.8641	91,043	116,197	7/12/20
5425	Senior Water Pollution Control Plant Mechanic	SEA	B	185	44.8646	47.1078	49.4634	51.9364	54.5332	57.2601	93,318	119,101	7/12/20
2504	Senior Workforce Services Representative	SEA	B	666	27.9817	29.3809	30.8500	32.3926	34.0121	35.7128	58,202	74,283	7/12/20
1345	Solid Waste Contract Administrator	SEA	B	115	54.0244	56.7256	59.5619	62.5400	65.6671	68.9504	112,371	143,417	7/12/20
4800	Solid Waste Specialist	SEA	B	169	41.9810	44.0802	46.2842	48.5983	51.0285	53.5796	87,320	111,446	7/12/20
6650	Staff Office Assistant	SEA	B	180	27.5753	28.9540	30.4016	31.9217	33.5175	35.1935	57,357	73,202	7/12/20
6700	Storekeeper 1	SEA	B	182	31.9591	33.5571	35.2351	36.9970	38.8468	40.7889	66,475	84,841	7/12/20
6600	Storekeeper 2	SEA	B	176	33.6322	35.3139	37.0794	38.9333	40.8800	42.9240	69,955	89,282	7/12/20
6710	Storekeeper/Buyer	SEA	B	112	40.7844	42.8237	44.9648	47.2129	49.5735	52.0524	84,832	108,269	7/12/20
5200	Street Lighting Technician	SEA	B	142	37.2857	39.1499	41.1074	43.1629	45.3208	47.5870	77,554	98,981	7/12/20
2120	Technical Support Specialist	SEA	B	649	48.1294	50.5358	53.0627	55.7158	58.5016	61.4267	100,109	127,768	7/12/20
1950	Traffic Engineer	SEA	B	188	49.2791	51.7432	54.3304	57.0470	59.8993	62.8944	102,501	130,820	7/12/20
4200	Traffic Engineering Technician 1	SEA	B	127	30.9218	32.4680	34.0915	35.7960	37.5857	39.4650	64,317	82,087	7/12/20
4201	Traffic Engineering Technician 2	SEA	B	607	34.0140	35.7146	37.5005	39.3757	41.3444	43.4113	70,749	90,296	7/12/20
1955	Transportation Engineer	SEA	B	612	46.9328	49.2791	51.7432	54.3304	57.0470	59.8993	97,620	124,591	7/12/20
1861	Transportation Planner	SEA	B	183	50.6497	53.1823	55.8415	58.6337	61.5653	64.6435	105,351	134,458	7/12/20
7800	Utility Worker	SEA	B	192	30.4551	31.9779	33.5768	35.2557	37.0184	38.8694	63,347	80,848	7/12/20
5920	Wastewater Collections Crew Leader	SEA	B	161	37.2857	39.1499	41.1074	43.1629	45.3208	47.5870	77,554	98,981	7/12/20
5910	Wastewater Collections Supervisor	SEA	B	191	41.0138	43.0645	45.2178	47.4787	49.8526	52.3453	85,309	108,878	7/12/20
5430	Water Conservation Coordinator	SEA	B	650	39.4828	41.4570	43.5299	45.7063	47.9917	50.3912	82,124	104,814	7/12/20
5810	Water Distribution Crew Leader	SEA	B	695	38.2187	40.1297	42.1362	44.2432	46.4554	48.7782	79,495	101,459	7/12/20
5800	Water Distribution Supervisor	SEA	B	694	42.0375	44.1395	46.3464	48.6638	51.0969	53.6518	87,438	111,596	7/12/20
5830	Water Distribution Worker	SEA	B	697	31.9779	33.5768	35.2557	37.0184	38.8694	40.8130	66,514	84,891	7/12/20
5901	Water Pollution Control Operator 1	SEA	B	197	37.3399	39.2070	41.1671	43.2255	45.3870	47.6562	77,667	99,125	7/12/20
5900	Water Pollution Control Operator 2	SEA	B	202	38.2736	40.1871	42.1966	44.3065	46.5217	48.8476	79,609	101,603	7/12/20
7900	Water Pollution Control Operator-in-Training	SEA	B	199	28.5646	29.9928	31.4925	33.0671	34.7202	36.4563	59,414	75,829	7/12/20
5400	Water Pollution Control Plant Mechanic	SEA	B	154	40.6684	42.7018	44.8368	47.0788	49.4328	51.9044	84,590	107,961	7/12/20
5399	Water Pollution Control Plant Mechanic-in-Training	SEA	B	713	34.7399	36.4769	38.3009	40.2157	42.2266	44.3379	72,259	92,223	7/12/20
5435	Water Pollution Control Plant Systems Integrator	SEA	B	711	49.6949	52.1798	54.7888	57.5283	60.4047	63.4248	103,365	131,924	7/12/20
4100	Water Systems Operator	SEA	B	186	37.8090	39.6994	41.6842	43.7687	45.9572	48.2551	78,643	100,371	7/12/20
2540	Web & Communications Specialist	SEA	B	706	40.9397	42.9868	45.1359	47.3929	49.7625	52.2507	85,155	108,681	7/12/20
2550	Workforce Development Analyst	SEA	B	661	34.3201	36.0361	37.8379	39.7299	41.7163	43.8023	71,386	91,109	7/12/20
2503	Workforce Services Representative	SEA	B	667	25.3908	26.6603	27.9932	29.3929	30.8625	32.4058	52,813	67,404	7/12/20

**Notes**

**SEA:**

Effective July 12, 2020, employees receive 1.5% of annual base salary as off-salary-schedule pay (not reportable compensation to CalPERS).

Effective July 11, 2021, employees receive 1.5% of annual base salary as off-salary-schedule pay (not reportable compensation to CalPERS).

**City of Sunnyvale**  
**Salary Table - SEA/IFPTE Local 21 Classifications**

Draft Salary Table for SEA/IFPTE Local 21  
Effective 7/11/2021

Job Code	Job Title	Unit	Pay Cat.	Range / Scale	Hourly Pay Rates						Annual Range		Effective Date
					Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Minimum	Maximum	
1000	Accountant	SEA	B	101	42.3270	44.4433	46.6654	48.9989	51.4487	54.0210	88,040	112,364	7/11/21
6800	Accounting Technician	SEA	B	646	32.4999	34.1249	35.8313	37.6228	39.5039	41.4790	67,600	86,276	7/11/21
1100	Administrative Aide	SEA	B	104	38.4196	40.3408	42.3576	44.4756	46.6994	49.0344	79,913	101,992	7/11/21
1102	Administrative Aide-Employment Development	SEA	B	104	38.4196	40.3408	42.3576	44.4756	46.6994	49.0344	79,913	101,992	7/11/21
1250	Administrative Analyst	SEA	B	630	40.1598	42.1679	44.2764	46.4901	48.8147	51.2554	83,532	106,611	7/11/21
2170	Animal Control Officer	SEA	B	106	37.3004	39.1653	41.1236	43.1797	45.3387	47.6056	77,585	99,020	7/11/21
5015	Assistant Golf Professional	SEA	B	665	23.0959	24.2508	25.4632	26.7365	28.0734	29.4768	48,039	61,312	7/11/21
1251	Assistant Planner	SEA	B	126	38.6952	40.6301	42.6616	44.7947	47.0342	49.3861	80,486	102,723	7/11/21
1200	Associate Planner	SEA	B	107	46.5537	48.8816	51.3259	53.8922	56.5868	59.4160	96,832	123,585	7/11/21
1205	Automotive Shop Attendant	SEA	B	669	18.8342	19.7758	20.7646	21.8026	22.8930	24.0377	39,175	49,998	7/11/21
4001	Building Inspector 1	SEA	B	702	40.8009	42.8407	44.9830	47.2322	49.5940	52.0737	84,866	108,313	7/11/21
4000	Building Inspector 2	SEA	B	111	44.9830	47.2322	49.5940	52.0737	54.6773	57.4114	93,565	119,416	7/11/21
2501	Business Liaison	SEA	B	124	35.3497	37.1172	38.9730	40.9218	42.9678	45.1164	73,527	93,842	7/11/21
6750	Buyer 1	SEA	B	145	37.3072	39.1727	41.1313	43.1878	45.3470	47.6144	77,599	99,038	7/11/21
2000	Buyer 2	SEA	B	112	42.0079	44.1084	46.3137	48.6293	51.0607	53.6140	87,376	111,517	7/11/21
2500	Career Advisor	SEA	B	124	35.3497	37.1172	38.9730	40.9218	42.9678	45.1164	73,527	93,842	7/11/21
1400	Civil Engineer	SEA	B	116	50.7575	53.2955	55.9603	58.7584	61.6963	64.7812	105,576	134,745	7/11/21
6805	Collections Specialist	SEA	B	646	32.4999	34.1249	35.8313	37.6228	39.5039	41.4790	67,600	86,276	7/11/21
2351	Community Services Coordinator 1	SEA	B	164	35.8839	37.6783	39.5621	41.5401	43.6170	45.7979	74,639	95,260	7/11/21
2300	Community Services Coordinator 2	SEA	B	628	41.5404	43.6173	45.7983	48.0882	50.4925	53.0174	86,404	110,276	7/11/21
2150	Community Services Officer	SEA	B	106	37.3004	39.1653	41.1236	43.1797	45.3387	47.6056	77,585	99,020	7/11/21
5753	Cross Connection Control Specialist	SEA	B	186	38.9433	40.8904	42.9347	45.0818	47.3359	49.7028	81,002	103,382	7/11/21
6675	Customer Service Representative	SEA	B	648	32.1525	33.7602	35.4483	37.2207	39.0816	41.0356	66,877	85,354	7/11/21
2460	Deputy City Clerk	SEA	B	637	40.1598	42.1679	44.2764	46.4901	48.8147	51.2554	83,532	106,611	7/11/21
2160	Emergency Management Coordinator	SEA	B	106	37.3004	39.1653	41.1236	43.1797	45.3387	47.6056	77,585	99,020	7/11/21
2480	Emergency Medical Services Coordinator	SEA	B	674	49.0818	51.5357	54.1127	56.8182	59.6590	62.6420	102,090	130,295	7/11/21
2650	Employment Development Information Systems Analyst	SEA	B	108	42.9983	45.1486	47.4058	49.7762	52.2650	54.8783	89,436	114,147	7/11/21
1160	Employment Training Program Coordinator	SEA	B	611	38.5495	40.4767	42.5007	44.6257	46.8571	49.2000	80,183	102,336	7/11/21
1500	Engineering Assistant 1	SEA	B	117	42.4298	44.5516	46.7791	49.1182	51.5739	54.1528	88,254	112,638	7/11/21
1410	Engineering Assistant 2	SEA	B	660	46.5945	48.9244	51.3703	53.9390	56.6360	59.4677	96,917	123,693	7/11/21
4900	Environmental Chemist 1	SEA	B	196	35.6735	37.4571	39.3297	41.2963	43.3612	45.5293	74,201	94,701	7/11/21
1351	Environmental Chemist 2	SEA	B	100	41.4921	43.5670	45.7454	48.0328	50.4342	52.9559	86,304	110,148	7/11/21
1350	Environmental Compliance Inspector	SEA	B	135	40.7358	42.7726	44.9112	47.1567	49.5146	51.9901	84,730	108,139	7/11/21
1840	Environmental Engineering Coordinator	SEA	B	168	55.6451	58.4274	61.3488	64.4162	67.6371	71.0189	115,742	147,719	7/11/21
2320	Environmental Programs Specialist 1	SEA	B	220	39.2115	41.1721	43.2307	45.3922	47.6618	50.0449	81,560	104,093	7/11/21
2321	Environmental Programs Specialist 2	SEA	B	221	42.9450	45.0923	47.3469	49.7142	52.1999	54.8099	89,326	114,005	7/11/21
5050	Equipment Mechanic	SEA	B	128	36.6453	38.4776	40.4015	42.4213	44.5425	46.7695	76,222	97,281	7/11/21
7100	Equipment Mechanic-in-Training	SEA	B	129	31.3031	32.8681	34.5117	36.2373	38.0492	39.9516	65,110	83,099	7/11/21
5310	Facilities Technician 1	SEA	B	680	29.9039	31.3991	32.9692	34.6176	36.3486	38.1662	62,200	79,386	7/11/21
5315	Facilities Technician 2	SEA	B	681	31.3688	32.9372	34.5841	36.3134	38.1290	40.0355	65,247	83,274	7/11/21
5320	Facilities Technician 3	SEA	B	682	34.0330	35.7346	37.5214	39.3973	41.3675	43.4355	70,789	90,346	7/11/21
5300	Facility Attendant 1	SEA	B	670	18.8342	19.7758	20.7646	21.8026	22.8930	24.0377	39,175	49,998	7/11/21
5301	Facility Attendant 2	SEA	B	671	23.4539	24.6265	25.8578	27.1509	28.5083	29.9338	48,784	62,262	7/11/21
6830	Finance Analyst 1	SEA	B	692	38.2476	40.1599	42.1682	44.2765	46.4902	48.8148	79,555	101,535	7/11/21
6840	Finance Analyst 2	SEA	B	693	40.1598	42.1679	44.2764	46.4901	48.8147	51.2554	83,532	106,611	7/11/21
6875	Finance Technician	SEA	B	677	36.8339	38.6757	40.6093	42.6400	44.7716	47.0103	76,615	97,781	7/11/21
4460	Fire Prevention Inspector 1	SEA	B	212	43.3195	45.4854	47.7598	50.1477	52.6551	55.2879	90,105	114,999	7/11/21



**City of Sunnyvale**  
**Salary Table - SEA/IFPTE Local 21 Classifications**

Draft Salary Table for SEA/IFPTE Local 21  
Effective 7/11/2021

Job Code	Job Title	Unit	Pay Cat.	Range / Scale	Hourly Pay Rates						Annual Range		Effective Date
					Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Minimum	Maximum	
4461	Fire Prevention Inspector 2	SEA	B	213	47.6515	50.0341	52.5358	55.1626	57.9207	60.8168	99,115	126,499	7/11/21
4481	Fire Protection Engineer 1	SEA	B	215	56.9653	59.8135	62.8043	65.9444	69.2416	72.7037	118,488	151,224	7/11/21
4482	Fire Protection Engineer 2	SEA	B	216	62.6617	65.7949	69.0847	72.5388	76.1657	79.9740	130,336	166,346	7/11/21
4475	Fire Protection Inspector	SEA	B	651	52.4167	55.0375	57.7895	60.6788	63.7128	66.8984	109,027	139,149	7/11/21
4490	Fleet Services Coordinator	SEA	B	700	43.9744	46.1728	48.4816	50.9056	53.4510	56.1236	91,467	116,737	7/11/21
5025	Golf Course Equipment Mechanic	SEA	B	645	36.6453	38.4776	40.4015	42.4213	44.5425	46.7695	76,222	97,281	7/11/21
5010	Golf Professional	SEA	B	664	31.8045	33.3951	35.0649	36.8180	38.6588	40.5919	66,153	84,431	7/11/21
2505	Graphic Artist	SEA	B	184	28.4026	29.8226	31.3136	32.8794	34.5230	36.2493	59,077	75,399	7/11/21
7300	Greenskeeper	SEA	B	134	38.4043	40.3244	42.3406	44.4578	46.6804	49.0146	79,881	101,950	7/11/21
7325	Groundsworker	SEA	B	626	18.8342	19.7758	20.7646	21.8026	22.8930	24.0377	39,175	49,998	7/11/21
4450	Hazardous Materials Inspector	SEA	B	110	56.5891	59.4186	62.3893	65.5087	68.7845	72.2236	117,705	150,225	7/11/21
5100	Heavy Equipment Operator	SEA	B	130	36.6192	38.4501	40.3726	42.3908	44.5106	46.7360	76,168	97,211	7/11/21
2430	Help Desk Technician	SEA	B	708	35.7949	37.5846	39.4638	41.4369	43.5090	45.6844	74,453	95,024	7/11/21
2925	Housing Programs Analyst	SEA	B	179	40.8168	42.8575	45.0004	47.2503	49.6131	52.0935	84,899	108,354	7/11/21
2950	Housing Programs Technician	SEA	B	104	38.4196	40.3408	42.3576	44.4756	46.6994	49.0344	79,913	101,992	7/11/21
4400	Housing Rehabilitation Specialist	SEA	B	131	41.6516	43.7340	45.9211	48.2171	50.6277	53.1593	86,635	110,571	7/11/21
2450	I.T. Coordinator	SEA	B	123	48.7067	51.1422	53.6993	56.3842	59.2032	62.1637	101,310	129,300	7/11/21
4950	Laboratory/Field Technician	SEA	B	620	32.8228	34.4640	36.1874	37.9968	39.8966	41.8914	68,271	87,134	7/11/21
4960	Landfill Technician	SEA	B	672	32.0452	33.6473	35.3298	37.0962	38.9508	40.8983	66,654	85,068	7/11/21
5150	Lead Equipment Mechanic	SEA	B	136	41.0426	43.0948	45.2494	47.5120	49.8874	52.3820	85,369	108,955	7/11/21
1600	Librarian	SEA	B	139	37.1704	39.0287	40.9802	43.0295	45.1807	47.4398	77,314	98,675	7/11/21
2100	Library Assistant	SEA	B	140	30.3106	31.8261	33.4174	35.0883	36.8425	38.6848	63,046	80,464	7/11/21
5250	Mail Clerk	SEA	B	690	23.3486	24.5163	25.7420	27.0288	28.3803	29.7993	48,565	61,983	7/11/21
5860	Maintenance Worker 1	SEA	B	699	29.8752	31.3688	32.9372	34.5841	36.3134	38.1290	62,140	79,308	7/11/21
5850	Maintenance Worker 2	SEA	B	698	31.3688	32.9372	34.5841	36.3134	38.1290	40.0355	65,247	83,274	7/11/21
6150	Meter Reader	SEA	B	147	31.5957	33.1753	34.8342	36.5758	38.4047	40.3249	65,719	83,876	7/11/21
2349	Neighborhood Preservation Specialist	SEA	B	118	36.8299	38.6714	40.6050	42.6353	44.7670	47.0054	76,606	97,771	7/11/21
4825	Network Engineer	SEA	B	642	55.4177	58.1887	61.0981	64.1530	67.3607	70.7286	115,269	147,115	7/11/21
2420	Network Technician	SEA	B	687	40.3409	42.3577	44.4756	46.6994	49.0344	51.4862	83,909	107,091	7/11/21
6200	Office Assistant	SEA	B	149	25.7616	27.0492	28.4019	29.8221	31.3133	32.8788	53,584	68,388	7/11/21
6250	Office Clerk	SEA	B	150	23.3486	24.5163	25.7420	27.0288	28.3803	29.7993	48,565	61,983	7/11/21
5350	Parks Leader	SEA	B	153	38.4043	40.3244	42.3406	44.4578	46.6804	49.0146	79,881	101,950	7/11/21
7320	Parks Supervisor	SEA	B	613	42.2442	44.3564	46.5743	48.9031	51.3482	53.9157	87,868	112,145	7/11/21
7600	Parks Worker 1	SEA	B	198	29.9039	31.3991	32.9692	34.6176	36.3486	38.1662	62,200	79,386	7/11/21
7650	Parks Worker 2	SEA	B	600	31.3688	32.9372	34.5841	36.3134	38.1290	40.0355	65,247	83,274	7/11/21
7675	Parks Worker 3	SEA	B	614	34.0330	35.7346	37.5214	39.3973	41.3675	43.4355	70,789	90,346	7/11/21
4080	Permit Center Coordinator	SEA	B	655	52.7742	55.4130	58.1836	61.0929	64.1477	67.3549	109,770	140,098	7/11/21
2110	Permit Clerk 1	SEA	B	180	28.4026	29.8226	31.3136	32.8794	34.5230	36.2493	59,077	75,399	7/11/21
2112	Permit Clerk 2	SEA	B	172	32.1525	33.7602	35.4483	37.2207	39.0816	41.0356	66,877	85,354	7/11/21
2115	Permit Technician	SEA	B	639	35.4907	37.2654	39.1286	41.0848	43.1392	45.2960	73,821	94,216	7/11/21
2440	Personal Computer Technician	SEA	B	708	35.7949	37.5846	39.4638	41.4369	43.5090	45.6844	74,453	95,024	7/11/21
4875	Plan Check Engineer	SEA	B	627	55.6451	58.4274	61.3488	64.4162	67.6371	71.0189	115,742	147,719	7/11/21
4855	Plan Checker 1	SEA	B	662	42.8405	44.9826	47.2318	49.5933	52.0729	54.6765	89,108	113,727	7/11/21
4805	Plan Checker 2	SEA	B	656	47.2321	49.5938	52.0732	54.6769	57.4111	60.2816	98,243	125,386	7/11/21
7500	Press Operator	SEA	B	155	28.9246	30.3708	31.8893	33.4839	35.1580	36.9158	60,163	76,785	7/11/21
1020	Principal Accountant	SEA	B	616	51.5451	54.1224	56.8286	59.6701	62.6535	65.7862	107,214	136,835	7/11/21
2050	Principal Buyer	SEA	B	683	48.5197	50.9456	53.4929	56.1677	58.9758	61.9248	100,921	128,804	7/11/21

**City of Sunnyvale**  
**Salary Table - SEA/IFPTE Local 21 Classifications**

Draft Salary Table for SEA/IFPTE Local 21  
Effective 7/11/2021

Job Code	Job Title	Unit	Pay Cat.	Range / Scale	Hourly Pay Rates						Annual Range		Effective Date
					Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Minimum	Maximum	
5730	Principal Design & Construction Operator	SEA	B	710	51.5309	54.1079	56.8133	59.6538	62.6363	65.7682	107,184	136,798	7/11/21
2204	Principal Network Engineer	SEA	B	632	65.6568	68.9398	72.3868	76.0062	79.8065	83.7968	136,566	174,297	7/11/21
6300	Principal Office Assistant	SEA	B	156	36.4404	38.2622	40.1755	42.1843	44.2935	46.5082	75,796	96,737	7/11/21
2202	Principal Programmer Analyst	SEA	B	632	65.6568	68.9398	72.3868	76.0062	79.8065	83.7968	136,566	174,297	7/11/21
6701	Principal Storekeeper	SEA	B	668	37.4123	39.2827	41.2470	43.3094	45.4748	47.7485	77,818	99,317	7/11/21
1885	Principal Transportation Engineer/Planner	SEA	B	709	62.3698	65.4882	68.7627	72.2008	75.8109	79.6013	129,729	165,571	7/11/21
5752	Principal Water Pollution Control Operator	SEA	B	710	51.5309	54.1079	56.8133	59.6538	62.6363	65.7682	107,184	136,798	7/11/21
1255	Program Coordinator	SEA	B	638	40.1598	42.1679	44.2764	46.4901	48.8147	51.2554	83,532	106,611	7/11/21
2200	Programmer Analyst	SEA	B	103	49.9775	52.4762	55.1001	57.8550	60.7475	63.7851	103,953	132,673	7/11/21
7400	Public Safety Maintenance Worker	SEA	B	144	29.9039	31.3991	32.9692	34.6176	36.3486	38.1662	62,200	79,386	7/11/21
6351	Public Safety Property Clerk 1	SEA	B	615	32.9091	34.5544	36.2824	38.0963	40.0011	42.0010	68,451	87,362	7/11/21
6350	Public Safety Property Clerk 2	SEA	B	159	34.6412	36.3733	38.1918	40.1013	42.1064	44.2117	72,054	91,960	7/11/21
1130	Public Safety Records Coordinator	SEA	B	621	37.6530	39.5358	41.5124	43.5882	45.7676	48.0560	78,318	99,956	7/11/21
6052	Public Safety Records Senior Specialist	SEA	B	635	34.1171	35.8229	37.6138	39.4946	41.4693	43.5428	70,964	90,569	7/11/21
6050	Public Safety Records Specialist 1	SEA	B	633	27.9138	29.3098	30.7753	32.3140	33.9296	35.6258	58,061	74,102	7/11/21
6051	Public Safety Records Specialist 2	SEA	B	634	31.0157	32.5665	34.1948	35.9046	37.6998	39.5847	64,513	82,336	7/11/21
2180	Public Safety Specialist	SEA	B	106	37.3004	39.1653	41.1236	43.1797	45.3387	47.6056	77,585	99,020	7/11/21
4650	Public Works Construction Inspector	SEA	B	160	41.6517	43.7343	45.9212	48.2173	50.6281	53.1594	86,636	110,572	7/11/21
5510	Public Works Crew Leader	SEA	B	161	38.4043	40.3244	42.3406	44.4578	46.6804	49.0146	79,881	101,950	7/11/21
5640	Public Works Supervisor	SEA	B	191	42.2442	44.3564	46.5743	48.9031	51.3482	53.9157	87,868	112,145	7/11/21
5431	Recycled Water Coordinator	SEA	B	663	40.6673	42.7007	44.8358	47.0775	49.4315	51.9029	84,588	107,958	7/11/21
1010	Senior Accountant	SEA	B	641	46.5596	48.8876	51.3320	53.8988	56.5935	59.4233	96,844	123,600	7/11/21
6850	Senior Accounting Technician	SEA	B	647	36.8339	38.6757	40.6093	42.6400	44.7716	47.0103	76,615	97,781	7/11/21
4700	Senior Building Inspector	SEA	B	167	49.5532	52.0307	54.6322	57.3639	60.2321	63.2436	103,071	131,547	7/11/21
5651	Senior Building Services Leader	SEA	B	604	42.2442	44.3564	46.5743	48.9031	51.3482	53.9157	87,868	112,145	7/11/21
1140	Senior Buyer	SEA	B	624	46.2089	48.5196	50.9454	53.4928	56.1675	58.9757	96,115	122,669	7/11/21
2145	Senior Community Services Officer	SEA	B	151	42.6719	44.8056	47.0459	49.3982	51.8680	54.4615	88,758	113,280	7/11/21
1850	Senior Construction Inspector/Coordinator	SEA	B	174	49.5532	52.0307	54.6322	57.3639	60.2321	63.2436	103,071	131,547	7/11/21
4150	Senior Crime Analyst	SEA	B	653	50.5889	53.1186	55.7745	58.5632	61.4913	64.5661	105,225	134,297	7/11/21
1300	Senior Environmental Chemist	SEA	B	114	45.9155	48.2112	50.6216	53.1527	55.8104	58.6008	95,504	121,890	7/11/21
1349	Senior Environmental Compliance Inspector	SEA	B	146	47.2930	49.6579	52.1409	54.7476	57.4851	60.3594	98,369	125,548	7/11/21
7301	Senior Greenskeeper	SEA	B	609	42.2443	44.3565	46.5744	48.9032	51.3484	53.9158	87,868	112,145	7/11/21
4425	Senior Hazardous Materials Inspector	SEA	B	210	62.2481	65.3606	68.6285	72.0598	75.6629	79.4460	129,476	165,248	7/11/21
4325	Senior Housing Rehabilitation Specialist	SEA	B	601	45.8165	48.1074	50.5127	53.0383	55.6901	58.4745	95,298	121,627	7/11/21
2400	Senior Library Assistant	SEA	B	170	31.5558	33.1336	34.7903	36.5298	38.3562	40.2741	65,636	83,770	7/11/21
5710	Senior Maintenance Worker	SEA	B	177	34.0330	35.7346	37.5214	39.3973	41.3675	43.4355	70,789	90,346	7/11/21
6450	Senior Meter Reader	SEA	B	171	34.1759	35.8845	37.6789	39.5629	41.5410	43.6182	71,086	90,726	7/11/21
2345	Senior Neighborhood Preservation Specialist	SEA	B	148	40.5146	42.5400	44.6673	46.9007	49.2456	51.7080	84,270	107,553	7/11/21
6500	Senior Office Assistant	SEA	B	172	32.1525	33.7602	35.4483	37.2207	39.0816	41.0356	66,877	85,354	7/11/21
5600	Senior Park Utility Worker	SEA	B	173	34.0330	35.7346	37.5214	39.3973	41.3675	43.4355	70,789	90,346	7/11/21
4090	Senior Plan Check Engineer	SEA	B	691	62.3227	65.4389	68.7106	72.1464	75.7538	79.5414	129,631	165,446	7/11/21
1260	Senior Planner	SEA	B	654	52.0404	54.6424	57.3744	60.2435	63.2554	66.4183	108,244	138,150	7/11/21
2201	Senior Programmer Analyst	SEA	B	631	55.4177	58.1887	61.0981	64.1530	67.3607	70.7286	115,269	147,115	7/11/21
1860	Senior Traffic Engineer	SEA	B	181	59.8080	62.7984	65.9380	69.2351	72.6969	76.3317	124,401	158,770	7/11/21
1865	Senior Transportation Engineer	SEA	B	610	56.9597	59.8079	62.7983	65.9379	69.2350	72.6968	118,476	151,209	7/11/21
1875	Senior Transportation Planner	SEA	B	657	53.9086	56.6041	59.4341	62.4057	65.5261	68.8024	112,130	143,109	7/11/21
5930	Senior Wastewater Collections Worker	SEA	B	177	34.0330	35.7346	37.5214	39.3973	41.3675	43.4355	70,789	90,346	7/11/21

**City of Sunnyvale**  
**Salary Table - SEA/IFPTE Local 21 Classifications**

Draft Salary Table for SEA/IFPTE Local 21  
Effective 7/11/2021

Job Code	Job Title	Unit	Pay Cat.	Range / Scale	Hourly Pay Rates						Annual Range		Effective Date
					Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Minimum	Maximum	
5820	Senior Water Distribution Worker	SEA	B	696	34.8874	36.6320	38.4635	40.3864	42.4061	44.5263	72,566	92,615	7/11/21
5751	Senior Water Pollution Control Operator	SEA	B	679	45.0840	47.3382	49.7052	52.1905	54.8000	57.5400	93,775	119,683	7/11/21
5425	Senior Water Pollution Control Plant Mechanic	SEA	B	185	46.2105	48.5210	50.9473	53.4945	56.1692	58.9779	96,118	122,674	7/11/21
2504	Senior Workforce Services Representative	SEA	B	666	28.8212	30.2623	31.7755	33.3644	35.0325	36.7842	59,948	76,511	7/11/21
1345	Solid Waste Contract Administrator	SEA	B	115	55.6451	58.4274	61.3488	64.4162	67.6371	71.0189	115,742	147,719	7/11/21
4800	Solid Waste Specialist	SEA	B	169	43.2404	45.4026	47.6727	50.0562	52.5594	55.1870	89,940	114,789	7/11/21
6650	Staff Office Assistant	SEA	B	180	28.4026	29.8226	31.3136	32.8794	34.5230	36.2493	59,077	75,399	7/11/21
6700	Storekeeper 1	SEA	B	182	32.9179	34.5638	36.2922	38.1069	40.0122	42.0126	68,469	87,386	7/11/21
6600	Storekeeper 2	SEA	B	176	34.6412	36.3733	38.1918	40.1013	42.1064	44.2117	72,054	91,960	7/11/21
6710	Storekeeper/Buyer	SEA	B	112	42.0079	44.1084	46.3137	48.6293	51.0607	53.6140	87,376	111,517	7/11/21
5200	Street Lighting Technician	SEA	B	142	38.4043	40.3244	42.3406	44.4578	46.6804	49.0146	79,881	101,950	7/11/21
2120	Technical Support Specialist	SEA	B	649	49.5733	52.0519	54.6546	57.3873	60.2566	63.2695	103,112	131,601	7/11/21
1950	Traffic Engineer	SEA	B	188	50.7575	53.2955	55.9603	58.7584	61.6963	64.7812	105,576	134,745	7/11/21
4200	Traffic Engineering Technician 1	SEA	B	127	31.8495	33.4420	35.1142	36.8699	38.7133	40.6490	66,247	84,550	7/11/21
4201	Traffic Engineering Technician 2	SEA	B	607	35.0344	36.7860	38.6255	40.5570	42.5847	44.7136	72,872	93,004	7/11/21
1955	Transportation Engineer	SEA	B	612	48.3408	50.7575	53.2955	55.9603	58.7584	61.6963	100,549	128,328	7/11/21
1861	Transportation Planner	SEA	B	183	52.1692	54.7778	57.5167	60.3927	63.4123	66.5828	108,512	138,492	7/11/21
7800	Utility Worker	SEA	B	192	31.3688	32.9372	34.5841	36.3134	38.1290	40.0355	65,247	83,274	7/11/21
5920	Wastewater Collections Crew Leader	SEA	B	161	38.4043	40.3244	42.3406	44.4578	46.6804	49.0146	79,881	101,950	7/11/21
5910	Wastewater Collections Supervisor	SEA	B	191	42.2442	44.3564	46.5743	48.9031	51.3482	53.9157	87,868	112,145	7/11/21
5430	Water Conservation Coordinator	SEA	B	650	40.6673	42.7007	44.8358	47.0775	49.4315	51.9029	84,588	107,958	7/11/21
5810	Water Distribution Crew Leader	SEA	B	695	39.3653	41.3336	43.4003	45.5705	47.8491	50.2415	81,880	104,502	7/11/21
5800	Water Distribution Supervisor	SEA	B	694	43.2986	45.4637	47.7368	50.1237	52.6298	55.2614	90,061	114,944	7/11/21
5830	Water Distribution Worker	SEA	B	697	32.9372	34.5841	36.3134	38.1290	40.0355	42.0374	68,509	87,438	7/11/21
5901	Water Pollution Control Operator 1	SEA	B	197	38.4601	40.3832	42.4021	44.5223	46.7486	49.0859	79,997	102,099	7/11/21
5900	Water Pollution Control Operator 2	SEA	B	202	39.4218	41.3927	43.4625	45.6357	47.9174	50.3130	81,997	104,651	7/11/21
7900	Water Pollution Control Operator-in-Training	SEA	B	199	29.4215	30.8926	32.4373	34.0591	35.7618	37.5500	61,197	78,104	7/11/21
5400	Water Pollution Control Plant Mechanic	SEA	B	154	41.8885	43.9829	46.1819	48.4912	50.9158	53.4615	87,128	111,200	7/11/21
5399	Water Pollution Control Plant Mechanic-in-Training	SEA	B	713	35.7821	37.5712	39.4499	41.4222	43.4934	45.6680	74,427	94,989	7/11/21
5435	Water Pollution Control Plant Systems Integrator	SEA	B	711	51.1857	53.7452	56.4325	59.2541	62.2168	65.3275	106,466	135,881	7/11/21
4100	Water Systems Operator	SEA	B	186	38.9433	40.8904	42.9347	45.0818	47.3359	49.7028	81,002	103,382	7/11/21
2540	Web & Communications Specialist	SEA	B	706	42.1679	44.2764	46.4900	48.8147	51.2554	53.8182	87,709	111,942	7/11/21
2550	Workforce Development Analyst	SEA	B	661	35.3497	37.1172	38.9730	40.9218	42.9678	45.1164	73,527	93,842	7/11/21
2503	Workforce Services Representative	SEA	B	667	26.1525	27.4601	28.8330	30.2747	31.7884	33.3780	54,397	69,426	7/11/21

**Notes**

**SEA:**

Effective July 12, 2020, employees receive 1.5% of annual base salary as off-salary-schedule pay (not reportable compensation to CalPERS).

Effective July 11, 2021, employees receive 1.5% of annual base salary as off-salary-schedule pay (not reportable compensation to CalPERS).

## RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF SUNNYVALE AMENDING RESOLUTION NO. 190-05,  
THE CITY'S SALARY RESOLUTION, BY AMENDING  
THE PAY SCHEDULE FOR PAY PLAN CATEGORY G  
(UNREPRESENTED CLASSIFIED CONFIDENTIAL  
EMPLOYEES)**

WHEREAS, unrepresented classified confidential employees (pay plan category G) are not organized and do not negotiate for any changes in their wages, hours and/or other terms and conditions of employment; and

WHEREAS, Negotiators for the City of Sunnyvale ("City") and Sunnyvale Employees Association/IFPTE Local 21 ("SEA/IFPTE Local 21") have reached an agreement; and

WHEREAS, the City has a general goal of maintaining consistent benefits between represented and unrepresented employees to the extent possible and appropriate; and

WHEREAS, wage increases for SEA/IFPTE Local 21 were recently established in a new Memorandum of Understanding ("MOU"); and

WHEREAS, in furtherance of the goal of maintaining consistent benefits between represented and unrepresented employee groups, the City desires to amend the City's salary resolution for unrepresented classified confidential employees (pay plan category G) to reflect the same wage increases for SEA/IFPTE Local 21 and align SEA/IFPTE Local 21 and Confidential employees with respect to wages.

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

1. Resolution No. 190-05 is hereby amended by amending the pay rates in Pay Plan Category G, as set forth in Exhibit "A" attached and incorporated by reference.
2. Resolution No. 190-05 is hereby amended by amending the text of the salary resolution as set forth in Exhibit "B" attached and incorporated by reference.
3. All other provisions of Resolution No. 190-05 shall remain in full force and effect.
4. The Salary Resolution amendments and pay rates noted above shall be effective July 28, 2019.

Adopted by the City Council of the City of Sunnyvale at a regular meeting held on \_\_\_\_\_, 2019, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

RECUSAL:

ATTEST:

APPROVED:

\_\_\_\_\_  
City Clerk  
(SEAL)

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

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

**EXHIBIT A**

City of Sunnyvale

Salary Table - Confidential Classifications

Draft Salary Table for Confidential

Effective 7/28/2019

Job Code	Job Title	Unit	Pay Cat.	Range / Scale	Hourly Pay Rates						Annual Range		Effective Date
					Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Minimum	Maximum	
1101	Administrative Aide-Confidential	CONF	G	640	36.2142	38.0250	39.9261	41.9225	44.0186	46.2196	75,326	96,137	7/28/19
6000	Administrative Secretary	CONF	G	105	32.5294	34.1560	35.8638	37.6568	39.5398	41.5167	67,661	86,355	7/28/19
6410	Executive Assistant	CONF	G	166	38.0246	39.9259	41.9222	44.0183	46.2193	48.5302	79,091	100,943	7/28/19
1450	Human Resources Analyst	CONF	G	187	41.9598	44.0579	46.2609	48.5738	51.0025	53.5527	87,276	111,390	7/28/19
1775	Human Resources Technician	CONF	G	640	36.2142	38.0250	39.9261	41.9225	44.0186	46.2196	75,326	96,137	7/28/19
2455	I.T. Coordinator-Confidential	CONF	G	685	45.9108	48.2064	50.6167	53.1475	55.8047	58.5952	95,494	121,878	7/28/19
6100	Legal Secretary	CONF	G	137	32.6480	34.2805	35.9944	37.7941	39.6838	41.6680	67,908	86,669	7/28/19
6210	Office Assistant-Confidential	CONF	G	676	24.2828	25.4965	35.9944	28.1102	29.5158	30.9915	50,508	64,462	7/28/19
1060	Paralegal	CONF	G	658	39.8973	41.8920	43.9866	46.1861	48.4953	50.9200	82,986	105,914	7/28/19
1015	Payroll Supervisor	CONF	G	675	43.8869	46.0813	48.3853	50.8048	53.3448	56.0121	91,285	116,505	7/28/19
6855	Payroll Technician 1	CONF	G	703	26.7721	28.1107	29.5161	30.9919	32.5413	34.1684	55,686	71,070	7/28/19
6857	Payroll Technician 2	CONF	G	705	30.6343	32.1660	33.7745	35.4631	37.2362	39.0980	63,719	81,324	7/28/19
6860	Payroll Technician 3	CONF	G	686	34.7195	36.4555	38.2782	40.1923	42.2016	44.3117	72,217	92,168	7/28/19
6301	Principal Office Assistant-Confidential	CONF	G	102	34.3485	36.0658	37.8692	39.7627	41.7509	43.8384	71,445	91,184	7/28/19
6501	Senior Office Assistant-Confidential	CONF	G	644	30.3068	31.8222	33.4134	35.0841	36.8382	38.6800	63,038	80,454	7/28/19
6651	Staff Office Assistant-Confidential	CONF	G	109	26.7721	28.1107	29.5161	30.9919	32.5413	34.1684	55,686	71,070	7/28/19

**Notes****CONF:**

In addition to base pay, employees assigned to Confidential classifications receive a 3.5% confidential premium.



**City of Sunnyvale**  
**Salary Table - Confidential Classifications**

Draft Salary Table for Confidential  
Effective 7/12/2020

Job Code	Job Title	Unit	Pay Cat.	Range / Scale	Hourly Pay Rates						Annual Range		Effective Date
					Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Minimum	Maximum	
1101	Administrative Aide-Confidential	CONF	G	640	37.3006	39.1658	41.1239	43.1802	45.3392	47.6062	77,585	99,021	7/12/20
6000	Administrative Secretary	CONF	G	105	33.5053	35.1807	36.9397	38.7865	40.7260	42.7622	69,691	88,945	7/12/20
6410	Executive Assistant	CONF	G	166	39.1653	41.1237	43.1799	45.3388	47.6059	49.9861	81,464	103,971	7/12/20
1450	Human Resources Analyst	CONF	G	187	43.2186	45.3796	47.6487	50.0310	52.5326	55.1593	89,895	114,731	7/12/20
1775	Human Resources Technician	CONF	G	640	37.3006	39.1658	41.1239	43.1802	45.3392	47.6062	77,585	99,021	7/12/20
2455	I.T. Coordinator-Confidential	CONF	G	685	47.2881	49.6526	52.1352	54.7419	57.4788	60.3531	98,359	125,534	7/12/20
6100	Legal Secretary	CONF	G	137	33.6274	35.3089	37.0742	38.9279	40.8743	42.9180	69,945	89,269	7/12/20
6210	Office Assistant-Confidential	CONF	G	676	25.0113	26.2614	27.0742	28.9535	30.4013	31.9212	52,024	66,396	7/12/20
1060	Paralegal	CONF	G	658	41.0942	43.1488	45.3062	47.5717	49.9502	52.4476	85,476	109,091	7/12/20
1015	Payroll Supervisor	CONF	G	675	45.2035	47.4637	49.8369	52.3289	54.9451	57.6925	94,023	120,000	7/12/20
6855	Payroll Technician 1	CONF	G	703	27.5753	28.9540	30.4016	31.9217	33.5175	35.1935	57,357	73,202	7/12/20
6857	Payroll Technician 2	CONF	G	705	31.5533	33.1310	34.7877	36.5270	38.3533	40.2709	65,631	83,763	7/12/20
6860	Payroll Technician 3	CONF	G	686	35.7611	37.5492	39.4265	41.3981	43.4676	45.6411	74,383	94,933	7/12/20
6301	Principal Office Assistant-Confidential	CONF	G	102	35.3790	37.1478	39.0053	40.9556	43.0034	45.1536	73,588	93,919	7/12/20
6501	Senior Office Assistant-Confidential	CONF	G	644	31.2160	32.7769	34.4158	36.1366	37.9433	39.8404	64,929	82,868	7/12/20
6651	Staff Office Assistant-Confidential	CONF	G	109	27.5753	28.9540	30.4016	31.9217	33.5175	35.1935	57,357	73,202	7/12/20

**Notes**

**CONF:**

In addition to base pay, employees assigned to Confidential classifications receive a 3.5% confidential premium.

Effective July 12, 2020, employees receive 1.5% of annual base salary as off-salary-schedule pay (not reportable compensation to CalPERS).

Effective July 11, 2021, employees receive 1.5% of annual base salary as off-salary-schedule pay (not reportable compensation to CalPERS).

**City of Sunnyvale**  
**Salary Table - Confidential Classifications**

Draft Salary Table for Confidential  
Effective 7/11/2021

Job Code	Job Title	Unit	Pay Cat.	Range / Scale	Hourly Pay Rates						Annual Range		Effective Date
					Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Minimum	Maximum	
1101	Administrative Aide-Confidential	CONF	G	640	38.4196	40.3408	42.3576	44.4756	46.6994	49.0344	79,913	101,992	7/11/21
6000	Administrative Secretary	CONF	G	105	34.5105	36.2361	38.0479	39.9501	41.9478	44.0451	71,782	91,614	7/11/21
6410	Executive Assistant	CONF	G	166	40.3403	42.3574	44.4753	46.6990	49.0341	51.4857	83,908	107,090	7/11/21
1450	Human Resources Analyst	CONF	G	187	44.5152	46.7410	49.0782	51.5319	54.1086	56.8141	92,592	118,173	7/11/21
1775	Human Resources Technician	CONF	G	640	38.4196	40.3408	42.3576	44.4756	46.6994	49.0344	79,913	101,992	7/11/21
2455	I.T. Coordinator-Confidential	CONF	G	685	48.7067	51.1422	53.6993	56.3842	59.2032	62.1637	101,310	129,300	7/11/21
6100	Legal Secretary	CONF	G	137	34.6362	36.3682	38.1864	40.0957	42.1005	44.2055	72,043	91,947	7/11/21
6210	Office Assistant-Confidential	CONF	G	676	25.7616	27.0492	38.1864	29.8221	31.3133	32.8788	53,584	68,388	7/11/21
1060	Paralegal	CONF	G	658	42.3270	44.4433	46.6654	48.9989	51.4487	54.0210	88,040	112,364	7/11/21
1015	Payroll Supervisor	CONF	G	675	46.5596	48.8876	51.3320	53.8988	56.5935	59.4233	96,844	123,600	7/11/21
6855	Payroll Technician 1	CONF	G	703	28.4026	29.8226	31.3136	32.8794	34.5230	36.2493	59,077	75,399	7/11/21
6857	Payroll Technician 2	CONF	G	705	32.4999	34.1249	35.8313	37.6228	39.5039	41.4790	67,600	86,276	7/11/21
6860	Payroll Technician 3	CONF	G	686	36.8339	38.6757	40.6093	42.6400	44.7716	47.0103	76,615	97,781	7/11/21
6301	Principal Office Assistant-Confidential	CONF	G	102	36.4404	38.2622	40.1755	42.1843	44.2935	46.5082	75,796	96,737	7/11/21
6501	Senior Office Assistant-Confidential	CONF	G	644	32.1525	33.7602	35.4483	37.2207	39.0816	41.0356	66,877	85,354	7/11/21
6651	Staff Office Assistant-Confidential	CONF	G	109	28.4026	29.8226	31.3136	32.8794	34.5230	36.2493	59,077	75,399	7/11/21

**Notes**

**CONF:**

In addition to base pay, employees assigned to Confidential classifications receive a 3.5% confidential premium.

Effective July 12, 2020, employees receive 1.5% of annual base salary as off-salary-schedule pay (not reportable compensation to CalPERS).

Effective July 11, 2021, employees receive 1.5% of annual base salary as off-salary-schedule pay (not reportable compensation to CalPERS).

## **EXHIBIT B**

### **CITY OF SUNNYVALE SALARY RESOLUTION**

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1.000.	PAY PLAN SCHEDULES.
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1.100.	MANDATED DEDUCTIONS.
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**CITY OF SUNNYVALE**  
**SALARY RESOLUTION**

1.000. PAY PLAN SCHEDULES. The schedule of pay for each classification in the Classified Service and in the Unclassified Service enumerated by pay categories A, B, C, G, J and L consist of hourly pay rates for each available step in each classification. The schedule of pay for Unclassified and Classified Management classifications enumerated by pay categories D, E, F, K and M consists of the annual control point for each classification.

All pay ranges and rates are contained in Exhibit "A" (posted Salary Tables) and incorporated by this reference.

Pay Plan Schedules A through M apply to employee categories as follows:

Pay Plan Category A applies to employees represented by the Communications Officers Association (COA).

Pay Plan Category B applies to employees represented by the Sunnyvale Employees Association (SEA).

Pay Plan Category C applies to employees represented by the Public Safety Officers Association (PSOA).

Pay Plan Category D applies to unrepresented **Classified Management** employees. This category represents first-line supervisors, mid-management, and staff level employees who plan and implement established City programs, budgets, and policy.

Pay Plan Category E applies to employees represented by the Sunnyvale Managers Association (SMA). This category represents first-line supervisors, mid-management, and staff level employees who plan and implement established City programs, budgets, and policy.

Pay Plan Category F applies to employees in Unclassified **Department Director** positions who report directly to the City Manager. These classes are the highest level management positions at the department level. Employees in these positions are responsible for overall direction of their respective department operations within the context of City policy.

Pay Plan Category G applies to unrepresented **Classified Confidential** employees. [Note: For purposes of wage increases/decreases, benefits and leaves, Category G employees receive the same treatment as Category B employees, except as provided in Section 3.910, Section 4.000, Section 4.100, and Section 4.300, ~~and Section 5.015~~].

Pay Plan Category J applies to the **Unclassified** classifications listed under the **Job Training Partnership Act (JTPA)**.

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**CITY OF SUNNYVALE**  
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1.000. PAY PLAN SCHEDULES. The schedule of pay for each classification in the Classified Service and in the Unclassified Service enumerated by pay categories A, B, C, G, J and L consist of hourly pay rates for each available step in each classification. The schedule of pay for Unclassified and Classified Management classifications enumerated by pay categories D, E, F, K and M consists of the annual control point for each classification.

All pay ranges and rates are contained in Exhibit "A" (posted Salary Tables) and incorporated by this reference.

Pay Plan Schedules A through M apply to employee categories as follows:

Pay Plan Category A applies to employees represented by the Communications Officers Association (COA).

Pay Plan Category B applies to employees represented by the Sunnyvale Employees Association (SEA).

Pay Plan Category C applies to employees represented by the Public Safety Officers Association (PSOA).

Pay Plan Category D applies to unrepresented **Classified Management** employees. This category represents first-line supervisors, mid-management, and staff level employees who plan and implement established City programs, budgets, and policy.

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Pay Plan Category G applies to unrepresented **Classified Confidential** employees. [Note: For purposes of wage increases/decreases, benefits and leaves, Category G employees receive the same treatment as Category B employees, except as provided in Section 3.910, Section 4.000, Section 4.100, and Section 4.300, ~~and Section 5.015~~].

Pay Plan Category J applies to the **Unclassified** classifications listed under the **Job Training Partnership Act (JTPA)**.



Pay Plan Category K applies to employees in unrepresented **Unclassified Management** classifications appointed directly by the City Attorney.

Pay Plan Category L applies to **Classified Regular Part-time** employees represented by the Service Employee International Union (SEIU).

Pay Plan Category M applies to employees represented by the Public Safety Managers Association (PSMA).

The Pay Ranges and Rates for each Subclass of a classification for which subclasses have been established shall be as set forth for the applicable classification.

The effective dates for each Pay Plan are indicated on the respective Pay Plan Schedules as set forth in Exhibit "A" (posted Salary Tables).

1.050. RETROACTIVE PAYMENT. SEPARATED/RETIRED EMPLOYEES. Retroactive salary adjustments which occur as a result of a collective bargaining settlement will be provided to those employees who are actively employed by the City at the time of the Memorandum of Understanding adoption by the City Council, and to those employees who have retired between the effective date for retroactivity and date of adoption by the City Council. Any employees who have separated or have been terminated prior to this adoption will not be eligible for any retroactive adjustments. Retroactivity will be provided for salary adjustment only. To be eligible for any other salary adjustment as a result of MOU provisions, the employee must be employed as of the established effective date of such action.

1.100. MANDATED DEDUCTIONS. Any state or federally mandated deductions are made in accordance with applicable law.

All employees hired after April 1986 shall be covered by Medicare. The employee and the City will each contribute the mandated percentage of the employee's wage toward the cost of Medicare.

Unemployment insurance is provided to employees at no cost to the employee.

3.000. LEAVE BENEFITS. The enumerated leave benefits are part of the Pay Plan or applicable Memoranda of Understanding.

3.010. LEAVE AUTHORIZATION. All leaves, with the exception of those of Category K members, must be approved in advance by the City Manager or designated Management representative under established procedure. Leaves of Category K members must be approved in advance by the City Attorney.

3.020. LEAVE BENEFITS. TO WHOM APPLICABLE. Except as otherwise provided for herein, leave benefits are applicable to employees in Pay Plan Categories A, B, C, D, E, F, G, K,

Pay Plan Category K applies to employees in unrepresented **Unclassified Management** classifications appointed directly by the City Attorney.

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3.020. LEAVE BENEFITS. TO WHOM APPLICABLE. Except as otherwise provided for herein, leave benefits are applicable to employees in Pay Plan Categories A, B, C, D, E, F, G, K,

L and M.

3.030. LEAVE PAYMENT. All leave time shall be paid at the hourly straight time rate. Only one type of paid leave shall be paid at any given time and when paid shall be to the exclusion of any other paid time.

3.040. LEAVE SUBSTITUTION. No leave may be substituted for the authorized leave once the employee is on leave except as provided in the Administrative Policy; nor may any leave be authorized in addition to another leave for the same period.

3.100. PAID TIME OFF LEAVE (PTO) AND PAID MEDICAL LEAVE (PML).  
MANAGEMENT.

(a) Employees in Categories D, F and K are eligible to accrue and use Paid Time Off Leave (PTO). Such leave shall be used for vacation, medical appointment, illness or injury, family emergency, and may also be used for personal business, care of sick children or other family members, school visits, etc. Leaves not included in PTO which remain separate leaves are bereavement, jury duty, military duty, management administrative leave, workers' compensation, floating holiday, and holiday.

Except for illness, injury or emergency, all PTO shall be pre-planned and pre-approved. The minimum advance notice is 1 week. The City may at any time require written verification from a physician for a non-pre-planned absence for illness or injury, family emergency or visits to a doctor, dentist or licensed mental health practitioner.

(b) PTO begins accruing on the first day of employment and is prorated on an hourly basis for each paid hour. PTO shall not accrue during any unpaid leave, except as provided in Section 3.100(k). Time off is paid provided there is adequate PTO accrued to cover the absence. Time off in excess of PTO accruals and other available leave shall be leave without pay. As employees use PTO, the time used shall be deducted from the employee's current PTO balance.

- (c) The accrual rates are listed below:

**TABLE A**

<b>Service Period Pay Periods</b>	<b>Years</b>	<b>Hour/Pay Period</b>	<b>Accrual Rate Hours/Ye</b>
1-26.99	0 to 1	6.5	169
27-130.99	1+ to 5	7.5	195
131-260.99	5+ to 10	9.0	234
261-442.99	10+ to 17	10.5	273
443-650.99	17+ to 25	11.5	299
651+	25+	12.0	312

- (d) Eligible employees will accrue at the rates shown in Table A for the first 870 hours. After 870 hours are accrued, the employee will start accruing at the reduced rate levels of Table B.

**TABLE B**

<b>Service Period Pay Periods</b>	<b>Years</b>	<b>Hour/Pay Period</b>	<b>Accrual Rate Hours/Ye</b>
1-130.99	0 to 5	5.0	130
131-650.99	5+ to 25	6.5	169
651+	25+	8.0	208

Accruals at this level will stop at 1040 hours (maximum cap) until total accrual is reduced below 1040.

- (e) If at any time the total accrual falls below 870 hours, the accrual rate will revert to the rates in Table A.

- (f) No minimum usage per year is required. Accruals carry over from one payroll calendar year to the next.

- (g) For a newly-hired or promoted Category F employee, the City Manager may authorize an initial accrual rate higher than that provided in the above and/or an initial credit of hours. Such provision will be documented in the offer letter to the employee. For a newly-hired or promoted Category D employee, the City Manager may authorize an initial accrual rate higher than that provided in the above.

- (h) For a newly-hired or promoted Category K employee, the City Attorney may authorize an initial accrual rate higher than that provided in the above and/or an initial credit of hours. Such provision will be documented in the offer letter to the employee.

(i) PTO and Separation/Retirement. PTO accrues and is prorated on an hourly basis for each paid hour during the last pay period of service. PTO shall be paid off to the employee on the employee's last day of work (pay included in final paycheck). The City Manager may, however, approve the utilization of available accrued PTO to extend the date of retirement, and in special circumstances, the date of separation.

(j) PTO and Paid Medical Leave. After 26 consecutive pay periods of service, the City shall provide full pay for a medically certified (same occurrence) illness or injury, beginning with work hour 121 through 90 calendar days of illness or injury. At this time, the City will require a doctor's note and medical information in accordance with current Administrative Policy provisions. No Paid Medical Leave will be provided until this requirement is satisfied.

To access the Paid Medical Leave, an employee must provide acceptable written medical documentation showing that the illness or injury is a single illness or injury, whether continuous time off has been taken or not for that illness or injury. The first 120 hours of a single illness or injury are charged to the employee's PTO bank. Hours 121 up through the maximum of calendar day 90 are eligible for coverage under the Paid Medical Leave.

After 90 calendar days of (same occurrence) illness or injury, the employee shall be eligible to apply for Long Term Disability coverage as outlined in Section 3.630. In addition, if, after having been off work for 120 hours on a same illness or injury and becoming eligible for Paid Medical Leave pay, the employee continues to be unable to return to work full-time, but is able to work partial days, the employee remains eligible for Paid Medical Leave pay for the part of the day that the employee is unable to work.

(k) PTO and Workers' Compensation. During the first 26 pay periods of service, the employee will be eligible for Workers' Compensation benefits as provided by state law. The employee, at this time, will have the option to use PTO or any other leave balance available to him/her, or keep it in his/her leave bank for future use upon his/her return.

After 26 consecutive pay periods of service, the City shall provide full pay for a medically certified work-related (same occurrence) illness or injury, beginning with workday 1 through 60 calendar days of illness or injury. After 90 calendar days of (same occurrence) work-related illness or injury, the employee shall be eligible to apply for Long Term Disability coverage as outlined in Section 3.630. Employee will accrue full seniority for the first 90 days of Workers' Compensation leave regardless of whether they use PTO or any other leave balance to supplement Workers' Compensation benefits.

(l) If an employee has no available leave hours, pay may be deducted for any hours short

of 40 worked in a week. This policy is established pursuant to principles of public accountability.

(m) Employees in Categories D, F and K will have the option to cash-out up to 80 hours of PTO effective the last pay day in October of each calendar year. This cash-out will be allowed as long as the employee maintains a balance of 80 hours in his/her bank. If the employee elects this option, the minimum number of hours that may be cashed-out is 8.

3.200. BEREAVEMENT LEAVE. Employees in Categories D, F and K are entitled to bereavement leave where death has occurred to an employee's spouse or registered domestic partner, father, step-father, mother, step-mother, son, daughter, brother, sister, grandparents or grandchildren, or to the father, step-father, mother, step-mother, son, daughter, brother, sister, grandparents or grandchildren of an employee's spouse or registered domestic partner. The City reserves the right to require proof of death from the employee.

Employees in Categories D, F and K shall be entitled to bereavement leave in an amount not to exceed 40 work hours per eligible incident immediately upon employment. Except as provided herein, all bereavement leave must be used within six calendar months of the date of the eligible incident. Employees who are designated as the executor for a qualifying decedent's estate may use bereavement leave beyond the six-month limitation. Any use of bereavement leave more than six months after the eligible incident requires the approval of the Human Resources Director. The City reserves the right to require proof of death from the employee including, but not limited to: death certificates, obituaries, and funeral cards.

3.300. HOLIDAY LEAVE. Employees in Categories B, C (except those scheduled to work holidays), D, E, F, G, K and M who were on pay status both before and after each holiday shall be entitled to take leave on each of the following holidays and be paid at the straight time rate, except as provided in Section 3.320.

#### **CITY OBSERVED HOLIDAYS**

Independence Day	Christmas Eve	Martin Luther King, Jr. Birthday
Labor Day	Christmas Day	President's Holiday
Thanksgiving Day	New Year's Eve	Memorial Day
Day After Thanksgiving	New Year's Day	

When a City holiday falls on a Saturday the holiday will be observed on the Friday; when a holiday falls on a Sunday, the holiday will be observed on Monday; or as designated by the City Council.

3.310. FLOATING HOLIDAY LEAVE. Employees in Categories D, F and K shall be credited with 20 hours of floating holiday leave at the beginning of each payroll calendar year. Effective August 28, 2016, additional pro-rated floating holiday leave will be provided based upon



additional ten (10) hours per payroll calendar year. Effective 2017 payroll calendar year, employees in Categories D, F and K shall be credited with 30 hours of floating holiday leave at the beginning of each payroll calendar year.

New employees shall be credited with a pro-rata share based upon the proportion of the payroll calendar year remaining after their date of hire. Use of floating holiday leave shall be subject to the approval of the employee's supervisor.

Employees terminating City employment shall have their allotment of floating holiday leave for that year pro-rated based upon their date of separation. Employees who have used less than their pro-rated allotment for the portion of the payroll calendar year worked shall have the balance paid to them on their final paycheck. Employees who have used more than their pro-rated allotment for the portion of the payroll calendar year worked, shall have the overage deducted from their final paycheck.

Employees in Categories D, F and K who have unused floating holiday hours at the end of the payroll calendar year will be paid out in cash for all the unused hours.

3.320. SPECIAL SCHEDULE. HOLIDAY LEAVE. Holiday leave for employees on a Special Schedule is paid in accordance with policies set forth in the Special Schedule Agreement, applicable MOU, or in the Administrative Policy Manual as the same exists or is amended hereafter.

3.400. JURY LEAVE. An employee is entitled to jury leave subject to conditions and limitations contained in the applicable MOU, or in the Administrative Policy Manual, as the same exists or is amended hereafter.

3.500. MILITARY LEAVE. Employees assigned to active military duty are entitled to military leave in accordance with the provisions of applicable State and Federal laws and the Administrative Policy Manual as the same exists or is amended hereafter. This leave is granted on a fiscal year basis.

3.550. MILITARY RESERVISTS. EXTENSION OF BENEFITS AND SUPPLEMENTAL SALARY.

(a) A person is eligible for the benefits established in this section if he or she meets all of the following qualifications:

- (1) Is an active probationary or regular part-time or full-time employee of the City in Pay Plan Categories A, B, C, D, E, F, G, K, L or M;
- (2) Is a member of the Armed Forces, Naval Militia or National Guard;
- (3) Is called to active duty per Executive Order 13223 issued on September 14, 2001;

- (4) Returns to City employment within 60 days after the end of active duty status; and
- (5) Remains as an employee of the City for at least six months following his or her return to City employment.

Eligible employees will be required to sign an agreement with the City which details their rights and obligations with respect to these benefits and supplemental salary prior to their initial receipt of benefits beyond the mandatory 30 days of benefits otherwise provided by law. Employees who elect not to return to City service shall be required to repay the City for the cost of the supplementary salary and benefits plus interest at the 26-week T-bill rate at the time that the final supplementary compensation was provided and for the period that exceeded the mandatory 30 days of benefits otherwise provided by law.

(b) The City will continue to pay a bi-weekly check to eligible employees equal to base salary, plus any other compensation the employee would have received had he/she been actually working. The employee then will reimburse the City the amounts paid for military service plus allowances, including Basic Allowance for Housing.

(c) Eligible employees will be required to send copies of their military pay stubs to the Department of Human Resources for purposes of reconciliation. The payments will be reconciled by the Payroll unit of the Accounting Division of the Department of Finance. If the Payroll unit has not received the copies within three weeks after the end of the month, future checks will be withheld until the information is provided.

(d) All employees who receive the benefits and supplemental salary under this section will be eligible to remain covered under their current retirement, medical, dental, employee assistance, and vision plans while Executive Order 13223 remains active or until such time as Council takes action to amend or discontinue such benefits and supplemental salary. The City will provide eligible employees, along with the supplemental salary, the amount that the City currently contributes toward the benefits plans. If the employee is currently paying a deduction toward these plans, the employee will continue to make those payments.

3.620. PAID MEDICAL LEAVE. AUTHORIZATION. Paid Medical leave may be authorized by Management staff in accordance with procedures set forth in the applicable MOU or Administrative Policy Manual as the same now exists or is hereafter amended.

3.625. STATE DISABILITY INSURANCE (SDI), INCLUDING PAID FAMILY LEAVE INSURANCE (PFLI). Category L employees are eligible for SDI benefits in accordance with the applicable MOU. Benefits are provided due to non-work related disability. The cost is paid

by employee. SDI includes Paid Family Leave Insurance. These programs are administered by the State of California.

3.630. LONG TERM DISABILITY. For employees in Categories A, B, D, E, G, K and M, the City shall provide, after completion of 26 consecutive pay periods of service, income protection insurance which will take effect after 90 calendar days from the original date of disability and which, subject to standard policy provisions, exclusions and limitations, will pay 67% of the employee's annual base salary while the employee is disabled and unable to work. For employees in Category F, income protection insurance is provided as of the first of the month after date of hire. Eligibility and procedural limitations are set forth in the Administrative Policy Manual and the current Long Term Disability contract as the same now exists or is hereafter amended.

3.640. PAID MEDICAL LEAVE REQUIREMENT WAIVER. For employees in Categories D, E, F, K and M, the requirement of 26 pay periods of service for eligibility for City-provided Paid Medical Leave, i.e., full pay for a medically certified (same occurrence) illness/injury beginning with work hour 121 through 90 calendar days for Categories D, F and K; work hour 101 through 90 calendar days for Category E; and work hour 121 through 90 calendar days for Category E effective July 1, 2017, may be waived by the City Manager in the case of catastrophic and/or life-threatening illness/injury.

3.800. VACATION LEAVE. Casual / Temporary employees hired prior to August 30, 1992 with 2,500 hours of City employment which is continuous or separated by no more than 26 pay periods of service are entitled to .1 hour of vacation leave for each hour of work. Casual/Temporary employees hired after August 30, 1992 are not entitled to vacation leave accrual.

3.810. VACATION LEAVE. ACCUMULATION. USE. For Casual / Temporary employees hired prior to August 30, 1992, vacation leave may be accumulated up to 50 hours. Accumulated leave time unused at the end of the payroll calendar year will be paid at the employee's current pay rate on one of the last paychecks of the payroll calendar year. Casual/Temporary employees who have accumulated 50 hours of vacation leave at any time shall not accrue additional vacation leave or be compensated for any unused vacation leave in excess of 50 hours.

Accrued vacation leave for all categories of employees shall be paid off to the employee on the employee's last day of work and will be included in the employee's final paycheck. The City Manager may, however, approve the utilization of available accrued vacation to extend the date of retirement, and in special circumstances, the date of separation.

3.900. ADMINISTRATIVE LEAVE FOR MANAGEMENT. Employees in Categories D and K shall be credited with 50 hours of Administrative Leave at the beginning of the

first pay period of the payroll calendar year. Employees in Category F shall be credited with 70 hours. All employee categories must complete 6 months of employment to meet eligibility. Use of Administrative Leave for Category F is subject to the City Manager's approval, Categories D to Department Director's approval and to the additional provisions in the Administrative Policy. Provisionally appointed managers not previously holding a regular management position are ineligible for Administrative Leave.

3.910. ADMINISTRATIVE LEAVE FOR CONFIDENTIAL EMPLOYEES. Employees in Category G designated as FLSA exempt as provided in Section 4.000 shall be credited with 40 hours of Administrative Leave at the beginning of the first pay period of the payroll calendar year. All employees must complete 6 months of employment to meet eligibility. Use of Administrative Leave is subject to the employee's manager approval and to the additional provisions in the Administrative Policy.

3.950. EMPLOYEE EMERGENCY LEAVE RELIEF FUND. The Employee Emergency Leave Relief Fund is a program that allows any City employee who has leave hours accrued, the opportunity to donate a portion of his/her accrued leave to benefit another employee needing paid emergency leave. To benefit from this fund, the receiving employee must be eligible to accrue City paid leave time, must have used all available accrued leave and must have a personal emergency that requires the employee to be on leave from work responsibilities to attend to the emergency. The employee, or a member of the family or a friend, must request in writing to the City Manager that this Employee Relief Fund be enacted. The City Manager will have administrative authority to accept or reject the request. The City Manager will also have the administrative authority in defining all procedures to be followed in setting up and utilizing this fund.

4.000. OVERTIME PAY. WHO IS ENTITLED. All employees of the City shall be entitled to overtime pay, except those in Management positions in Categories D, E, F, K and M, and the following classifications in Category G, which are hereby designated as exempt from the provisions of the Fair Labor Standards Act (FLSA).

**Category G Classifications:**

<b>Job Code</b>	<b>Classification</b>
1001	Accountant-Confidential
1450	Human Resources Analyst
1015	Payroll Supervisor
1460	Sr. Human Resources Analyst
2203	Sr. Programmer Analyst-Confidential

4.010. OVERTIME AUTHORIZATION. All overtime must be approved in advance by the City Manager or designated Management representative under established procedure.

4.020. OVERTIME COMPUTATION. Overtime, when applicable, shall be paid at the rate of 1½ times the straight-time rate, except as otherwise provided for in an applicable MOU or herein.

4.030. OVERTIME PAY. WHEN APPLICABLE. Casual/Temporary employees and regular part-time employees in Category L shall be entitled to overtime pay in accordance with the Fair Labor Standards Act (FLSA). Casual / Temporary employees who meet the FLSA exempt requirements are designated as such.

Employees assigned to a special schedule shall be entitled to overtime only for hours worked in excess of 40 hours in a work week as defined in the applicable MOU and Administrative Policy Manual, or as provided in the written special schedule agreement. See also Section 6.150 regarding flex time for designated Category B employees.

4.100. COMPENSATORY TIME. Employees in Category G shall have the same accumulation and use options as employees in Category B. Employees in Category G designated as FLSA exempt as provided in Section 4.000 are not eligible for compensatory time.

4.200. CALL-BACK PAY. OVERTIME. WHEN APPLICABLE. For full-time employees, the call-back provisions apply when an employee has gone off duty and left the job site. Overtime pay for call-back duty shall not continue into the next work schedule nor shall it be counted toward fulfillment of a work period.

4.300. CONFIDENTIAL PREMIUM PAY. The City shall provide a 3.5% premium on all paid hours for employees in Category D, G, and K.

5.000. WAGE SUPPLEMENTS. Wage supplements shall consist of payments to the employee outside the standard pay schedule for paid work time, and which are paid by the City either in part or in total as provided for herein or in applicable Memoranda of Understanding.

5.010. INTERIM/ACTING PAY OR OUT-OF-CLASS PAY FOR SPECIAL ASSIGNMENT WORK. MANAGEMENT.

(a) Interim/Acting Pay. Employees who are appointed by the City Manager in an acting/interim status to a vacant position in Pay Plan Categories D and F may receive placement within the control point of the vacant position; or a percentage over his/her current pay as designated by the City Manager.

(b) Out-of-Class Pay for Special Assignment Work. For employees in Pay Plan Categories D and F, the City Manager or designee may authorize a temporary pay adjustment for an

employee given a specific temporary assignment clearly beyond the scope of the regular job description as determined by the Director of Human Resources or designee. Such assignment is to be made only as necessary to meet the business needs of the department. A request for such an assignment must be made to the City Manager or designee, in writing, from the Department Director prior to commencement of the assignment. Work in such assignment shall be at a minimum of two (2) consecutive weeks, and up to a maximum of one (1) year.

The request for special assignment shall describe the assignment, justify why it is to be performed by the designated employee, and give a specific duration for completion of the assignment with start and end date. Special assignment pay is five percent (5%) above the employee's normal pay rate. The special assignment and related compensation may be revoked at any time at the discretion of the Department Director, or the City Manager or designee.

Special assignment pay shall be based on the full period of actual hours worked during the assignment and received for the full period of time in which the employee works in the assignment, provided that such special assignment and related compensation has been authorized in advance by the Department Director, has been approved by the City Manager or designee, and has been processed by the Human Resources Department. Special assignment pay shall not be made retroactively. Special assignment pay shall not be paid for Paid Time Off, Holidays, Paid Medical Leave or any other leave during the special assignment; nor shall such leave days be considered a break in the special assignment.

The special assignment pay shall be discontinued on the date originally identified for completion of the assignment, unless an extension of specific duration is approved by the City Manager or designee prior to the end of the original assignment end date. Extension may be granted for up to an additional one (1) year for the same assignment.

~~5.015. OUT OF CLASS PAY FOR SPECIAL ASSIGNMENT WORK.  
CONFIDENTIAL EMPLOYEES.~~

~~For employees in Pay Plan Category G, the City Manager or designee may authorize a temporary pay adjustment for an employee given a specific temporary assignment clearly beyond the scope of the regular job description as determined by the Director of Human Resources or designee. Such assignment is to be made only as necessary to meet the business needs of the department. A request for such an assignment must be made to the City Manager or designee, in writing, from the Department Director prior to commencement of the assignment. Work in such assignment shall be at a minimum of two (2) consecutive weeks, and up to a maximum of one (1) year.~~



~~The request for special assignment shall describe the assignment, justify why it is to be performed by the designated employee, and give a specific duration for completion of the assignment with start and end date. Special assignment pay is five percent (5%) above the employee's normal pay rate. The special assignment and related compensation may be revoked at any time at the discretion of the Department Director, or the City Manager or designee.~~

~~Special assignment pay shall be based on the full period of actual hours worked during the assignment and received for the full period of time in which the employee works in the assignment, provided that such special assignment and related compensation has been authorized in advance by the Department Director, has been approved by the City Manager or designee, and has been processed by the Human Resources Department. Special assignment pay shall not be made retroactively. Special assignment pay shall not be paid for Paid Time Off, Holidays, Paid Medical Leave or any other leave during the special assignment; nor shall such leave days be considered a break in the special assignment.~~

~~The special assignment pay shall be discontinued on the date originally identified for completion of the assignment, unless an extension of specific duration is approved by the City Manager or designee prior to the end of the original assignment end date. Extension may be granted for up to an additional one (1) year for the same assignment.~~

5.020. Y-RATING PAY. Y-rating may be authorized by the City Manager or his/her designee when an employee is allocated to a classification with a lower salary range. If the current salary of the employee is more than the maximum of the revised allocated classification, the employee may be Y-rated and he/she will continue to receive the former rate of pay until the maximum salary of the new classification is raised to an amount higher than the rate of pay received in the former classification.

5.100. UNIFORMS. The City shall provide uniforms for Category B employees assigned to meter reading, public facility maintenance, public safety records, and others as designated by the City Manager.

5.200. WORK EQUIPMENT. The City shall provide mattresses, sheets, pillows, pillow cases and blankets at the fire stations and safety gear in all departments as required by law.

5.210. SAFETY GLASSES. The City shall provide employees in Categories A, B, C, D, E and L prescription safety glasses, provided (a) that safety glasses are required on the job; (b) the employee provides the prescription at no cost to the City; and (c) the glasses are provided by an optical firm approved by the City.

5.220. SAFETY FOOTWEAR. Employees shall be eligible to receive an annual allowance in accordance with the provisions of the applicable MOU. The Human Resources Risk Manager may authorize additional classifications to receive the safety footwear allowance if it is determined that safety footwear is required for the work being performed.

5.300. TRAINING ASSISTANCE. The City shall reimburse employees in Categories A, B, C, D, E, F, G, K, L, those in the Public Safety Cadet program, and employees in the classification of Crime Prevention Assistant for all or part of the cost of tuition and books for courses approved in advance by the City, provided the course is completed successfully and documentation of costs and certificates of completion are presented according to Administrative Policy or applicable MOU. The amount of reimbursement based on relatedness to the employee's present position may be taxable in accordance with state and federal law.

5.500. HEALTH INSURANCE. ELIGIBILITY AND EFFECTIVE DATES.

(a) Medical. Participation in the medical insurance plan is available to employees in all full-time and regular part-time Categories and to members of the City Council at the time of appointment in accordance with the provisions of the plan selected, with the effective date the first day of the month following enrollment.

(b) Dental. Employees in Categories B, D, E, F, G, K, L, M and members of the City Council are eligible for dental coverage at the time of appointment, with an effective date of the first day of the month following enrollment. For employees in Category C, the Public Safety Officers Association shall contract with a dental provider and make dental insurance available to represented employees in accordance with the provisions of the respective MOU. Effective January 1, 2010, employees and members of the City Council may elect to enroll in an enhanced "voluntary buy-up" dental plan. The cost of the voluntary buy-up plan is solely funded by employee / City Council member contributions.

(c) Vision. Employees in all full-time and regular part-time Categories and members of the City Council are eligible for vision coverage at the time of appointment, with an effective date of the first day of the month following enrollment. Effective January 1, 2010, employees and members of the City Council may elect to enroll in an enhanced "voluntary buy-up" vision plan. The cost of the voluntary buy-up plan is solely funded by employee/City Council member contributions.

(d) Employee Assistance Plan (EAP). Employees in all full-time and regular part-time Categories are covered by the employee assistance program at the time of appointment in accordance with the provisions of the plan.

**5.501. CASH IN-LIEU. MEDICAL COVERAGE.**

(a) Employees in Categories D, F, K and members of the City Council have the option of waiving their medical coverage and receiving payment of a portion of the City contribution. However, if the employee is currently a dependent of a City employee and covered by a CalPERS Health Plan, the employee is not eligible for reimbursement.

Payment shall be made on the following schedule:

<b>Type of Coverage Waiving</b>	<b>Per Pay Period Payment</b>
Employee only coverage	\$38.00
Employee +1 coverage	\$76.00
Employee + family coverage	\$98.50

Whenever an employee changes to no coverage, the employee shall provide proof of alternate coverage and sign a waiver stating that he or she does have alternative coverage and that he or she understands that he or she will no longer receive coverage through a City-sponsored CalPERS provided medical plan.

If an employee decides to reenter a City sponsored CalPERS provided medical plan or reenter with dependent(s), he or she may enroll in accordance with CalPERS procedures.

Employees receiving cash in-lieu payments must provide documentation to verify their dependents' eligibility.

**5.502. CASH REIMBURSEMENT. CITY RETIREE COUNCIL MEMBERS.**

Members of the City Council who are City retirees and are enrolled in the CalPERS medical program as a retiree, are eligible to receive a reimbursement equal to the difference of the current City contribution to medical insurance included under Section 5.505 and the current cost of the CalPERS medical premium.

In addition, if Members of the City Council who are City retirees and have an alternative dental plan, and they waive City coverage, the City will reimburse the cost of dental insurance up to the amount specified under Section 5.506 (f).

**5.505. CITY CONTRIBUTION. MEDICAL INSURANCE.** Effective January 1, 2018, the City will contribute the following amounts toward the cost of premiums for medical insurance under the Public Employees Medical and Hospital Care Act (PEMHCA) for each employee in the respective categories listed below, and his or her eligible dependents, and for each annuitant in CalPERS formerly in the respective categories listed below and his or her eligible dependents:

- (a) Category A. The cost of the premium or \$472.98 per month, whichever is less.
- (b) Categories B and G. The cost of the premium or \$835.66 per month, whichever is

less.

- (c) Category C. The cost of the premium or \$467.46 per month, whichever is less.
- (d) Category L. The cost of the premium or \$437.75 per month, whichever is less.
- (e) Categories D, E, F, K and M. The cost of the premium or \$835.66 per month, whichever is less. Effective January 1<sup>st</sup> each year, the City's contribution will be the lesser of the cost of the premium or the lowest cost HMO premium for single coverage available through the CalPERS Bay Area regional medical plans. Additionally, the City's contribution shall be no less than the highest City contribution for any of the employee represented units; including COA, PSOA, SEA and SEIU.

- (f) Members of the City Council. The City's contribution will be the lesser of the cost of the premium or the minimum monthly contribution pursuant to Government Code Section 22892 of the Public Employees Medical and Hospital Care Act (PEMHCA). For calendar year 2017, the amount is \$128.00, and for calendar year 2018, the amount is \$133.00.

5.506. CITY CONTRIBUTION. DENTAL INSURANCE.

- (a) Category A. The City's contribution is up to a maximum of \$140.55 per month, pursuant to the provisions of the COA MOU.

- (b) Category B and G. The City's contribution is included under Section 5.515 (b) below.
- (c) Category C. The City's contribution is subject to the provisions of the PSOA MOU.
- (d) Category L. The City's contribution is included under Section 5.515 (d) below.
- (e) Categories D, E, F, K and M. The City will contribute the premium for employee only, employee plus one dependent, or employee plus family coverage.

- (f) Members of the City Council. The City will contribute the premium for council member only coverage. Dependent coverage is available at the council member's cost.

5.507. CITY CONTRIBUTION. VISION INSURANCE.

- (a) Category A. The City's contribution is included under Section 5.515 (a) below.
- (b) Category B and G. The City will contribute the premium for employee only or employee plus one dependent coverage.

- (c) Category C. The City's contribution is included under Section 5.515 (c) below.
- (d) Category L. The City's contribution is included under Section 5.515 (d) below.
- (e) Categories D, E, F, K and M. The City will contribute the premium for employee only, employee plus one dependent, or employee plus family coverage.

- (f) Members of the City Council. The City will contribute the premium for council member only coverage. Dependent coverage is available at the council member's cost.

5.515. CITY CONTRIBUTION. CAFETERIA BENEFITS PLAN.

(a) Category A. The City will contribute \$342.02 per month, the difference between \$815.00 and the amount stated in 5.505 (a) above.

(b) Category B and G. The City's contribution is subject to the provisions of the SEA MOU.

(c) Category C. The City will contribute \$47.54 per month, the difference between \$515.00 per month and the amount stated in 5.505 (c) above.

(d) Category L. The City's contribution is subject to the provisions of the SEIU MOU.

(e) Categories D, E, F, K and M. The City will contribute to a Cafeteria Benefits Plan for the cost of medical premiums only. The City's Cafeteria Benefits Plan contribution will be capped at the cost of the premium of the highest priced plan between the CalPERS Bay Area regional HMO plans or the PERS Choice PPO plan, effective January 1 each year, less the City Contribution as stated in Section 5.505 (e) above, and shall be based upon the plan level in which the employee is enrolled (i.e., employee only, employee plus one dependent, or employee plus family).

(f) Members of the City Council. The City will contribute to a Cafeteria Benefits Plan for the cost of medical premiums only. The City's Cafeteria Benefits Plan contribution will be capped at the cost of the premium of the highest priced plan between the CalPERS Bay Area regional HMO plans or the PERS Choice PPO plan, effective January 1 each year, less the City Contribution as stated in Section 5.505 (f) above, and shall be based upon the plan level in which the council member is enrolled (i.e., council member only, council member plus one dependent or council member plus family).

5.520. MAXIMUM CITY CONTRIBUTION. HEALTH INSURANCE.

(a) Category A. In addition to the amounts contributed by the City as specified in Sections 5.505 (a), 5.506 (a) and 5.515 (a), the City pays the full premium for the employee assistance program.

(b) Category B and G. In addition to the amounts contributed by the City as specified in Sections 5.505 (b) and 5.515 (b), the City pays the full premium for the employee assistance program.

(c) Category C. Including the amounts specified in Sections 5.505 (c) and 5.515 (c), the City's maximum contribution is \$515.00 per month (\$237.69 per pay period) towards the employee assistance program insurance, employee and dependent medical insurance, employee and dependent vision insurance, optional life insurance or any combination thereof.

(d) Category L. In addition to the amounts contributed by the City as specified in

Sections 5.505 (d) and 5.515 (d), the City pays the full premium for the employee assistance program.

(e) Categories D, E, F, K and M. In addition to the amounts contributed by the City as specified in Sections 5.505 (e) and 5.515 (e), the City pays the full premium for the employee assistance program.

(f) Members of the City Council. For calendar year 2010, the maximum monthly City contribution, as described in Sections 5.505 (f), 5.506 (f), 5.507 (f) and 5.515(f), ranges from \$630.55 to \$1554.28. The actual amount is based upon the plan level in which the council member is enrolled in medical coverage (e.g.; council member only, council member plus one dependent or council member plus family).

5.525. EMPLOYEE CONTRIBUTION. HEALTH INSURANCE. To the extent that any full or part-time employee or member of the City Council elects health insurance coverage that exceeds the amount stated in Section 5.520, the employee/member of the City Council shall pay the difference.

5.530. PREMIUM CONVERSION. If applicable, pursuant to IRS Code §125, regular full-time and regular part-time employees shall pay their contribution toward health insurance on a pre-tax basis, unless the employee chooses to pay on a post-tax basis and notifies the Department of Human Resources of this request in writing.

5.540. POST RETIREMENT MEDICAL BENEFITS.

(a) Categories D, E, F, K and M. Employees who retire from City service under the provisions of the City's contract with CalPERS (minimum of age 50 and 5 years of service) are eligible for post-retirement medical benefits as stated below:

(a.1) Group A – Retirement date prior to January 1, 2008.

The City shall contribute an amount equal to that which is stated in Section 5.505 (e) for the cost of retiree medical premiums. Additionally, the City's Retiree Health Reimbursement Program will provide the retiree a monthly reimbursement amount equal to the difference between the City Contribution, as stated in Section 5.505 (e) and the retiree's premium for his/her selected medical plan.

(a.2) Group B – Retirement date on or after January 1, 2008 with an appointment date prior to July 1, 2007.

The City shall contribute an amount equal to that which is stated in Section 5.505 (e) for the cost of retiree medical premiums. Additionally, the City's Retiree Health Reimbursement Program will provide the retiree a monthly reimbursement amount equal to



the difference between the City Contribution, as stated in Section 5.505 (e) and the retiree's premium for his/her selected medical plan, subject to a cap based on the cost of the premium of the highest price plan between the CalPERS Bay Area regional HMO plans or the PERS Choice PPO plan effective January 1<sup>st</sup> of each year.

(a.3) Group C – Retirement date on or after January 1, 2008 with an appointment date on or after July 1, 2007.

The City shall contribute an amount equal to that which is stated in Section 5.505 (e) for the cost of retiree medical premiums. Additionally, the City's Retiree Health Reimbursement Program (RHR) will provide the retiree a monthly reimbursement amount equal to the difference between the City Contribution, as stated in Section 5.505 (e) and the retiree's premium for his/her selected medical plan, subject to the cap indicated in (a.3) above and according to the following vesting schedule:

#### **Vesting Schedule**

<b>City of Sunnyvale Management Years of Service</b>	<b>% of RHR paid to Retiree</b>
<b>5</b>	<b>50%</b>
<b>6</b>	<b>55%</b>
<b>7</b>	<b>60%</b>
<b>8</b>	<b>65%</b>
<b>9</b>	<b>70%</b>
<b>10</b>	<b>75%</b>
<b>11</b>	<b>80%</b>
<b>12</b>	<b>85%</b>
<b>13</b>	<b>90%</b>
<b>14</b>	<b>95%</b>
<b>15+</b>	<b>100%</b>
<b>Combined Years of Service: Minimum 15 years City of Sunnyvale service, 5 years of which must be City of Sunnyvale management service</b>	<b>100%</b>

5.550. LIFE INSURANCE. The City shall provide life insurance equal to one times annual base salary for employees in Categories D, F and K, up to a maximum coverage of \$175,000. In

addition, the employee has the option of buying additional insurance of one times his/her annual base salary up to the maximum allowable coverage. Coverage is subject to the terms and conditions of the insurance policy and to current tax law provisions.

5.560. DEPENDENT CARE REIMBURSEMENT ACCOUNT. Employees in Categories D, F, and K are provided with an option to pay for dependent care expenses on a pre-tax basis, as provided in the Internal Revenue Code.

5.561. HEALTH CARE REIMBURSEMENT ACCOUNT. Employees in Categories A, D, F, and K are provided with an option to pay for health care expenses on a pre-tax basis, as provided in the Internal Revenue Code.

5.562. COMMUTER TRANSPORTATION BENEFITS. The City shall provide a plan in accordance with the Internal Revenue Code Section 132(f) that provides an option for employees to pay for qualified work-related transportation expenses for mass transit, van pools, and parking on a pre-tax basis. The monthly election limit is regulated by the IRS.

5.600. WORKERS' COMPENSATION BENEFITS. The City self-insures for Workers' Compensation benefits. Workers' Compensation benefits will be provided as required by law. Employees who are injured on the job are to comply with the legal requirements governing the use of Workers' Compensation benefits. Employees in Categories D, F, and K, who are eligible for temporary disability payments under Workers' Compensation law, shall receive salary continuation from the City's disability program for the first 60 calendar days of temporary disability. Pursuant to current tax laws, a portion of salary continuation, in lieu of temporary disability payments, is exempt from federal and state withholding taxes. The amount of tax-free salary continuation is up to 2/3 of an employee's average wage, subject to minimums and maximums set by state law. Employees who remain temporarily totally disabled after 90 calendar days shall receive temporary disability payments directly from the City's Workers' Compensation third party administrator.

5.700. RETIREMENT SYSTEMS. The City shall provide a retirement system to eligible employees and to members of the City Council who elect to join the California Public Employees' Retirement System, in accordance with the provisions of the City Charter, and as specifically described herein.

5.710. CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CalPERS). The City shall contract with the State of California Public Employees' Retirement System (CalPERS) for retirement plans for qualified Safety and Miscellaneous employees. Both plans shall include the 1959 Survivor Benefits. Miscellaneous and Safety employees, and members of the City Council who have elected CalPERS membership, receive the 1959 Survivor Benefit at the increased

benefit level (Third Level). Miscellaneous and Safety employees are eligible for the optional Military Buy-Back benefit (Military Service Credit as Public Service).

5.711. CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM. QUALIFIED EMPLOYEES. Qualified employees are those in Categories A, B, C, D, E, F, G, K, L, M and those employees in any other Category who are required by CalPERS to be covered. In addition, members of the City Council are qualified to participate in the California Public Employees Retirement System and may elect optional membership in CalPERS.

5.715. PUBLIC AGENCY RETIREMENT SYSTEM (PARS). In appropriate situations for employees hired on or after July 1, 1996, who retire in good standing, City agrees to provide a supplemental retirement benefit through the Public Agency Retirement System (PARS) so that the employee's retirement benefit equals what the employee would have received from CalPERS had the employee been hired by the City prior to July 1, 1996 as outlined in the CalPERS Circular Letter No. 200-002 (circular letter available in the Department of Human Resources).

5.720. TIER 1 – 3%-AT-50 SAFETY PLAN. The City shall provide qualified Safety employees with the basic "3%-at-50" plan with the one-half continuance option under the California Public Employees' Retirement System (CalPERS). Final compensation shall be calculated using the single highest year model.

5.721. TIER 2 – 3%-AT-55 SAFETY PLAN. The City shall provide qualified Safety employees with the basic "3%-at-55" plan with the one-half continuance option under the California Public Employees' Retirement System (CalPERS). This benefit will apply to Safety employees hired after February 19, 2012. Final compensation shall be calculated using the single highest year model.

5.722. TIER 3 – 2.7%-AT-57 SAFETY PLAN. The City shall provide qualified safety employees hired beginning January 1, 2013 who are not current CalPERS members or who are not members of a reciprocal retirement system as defined by CalPERS the safety 2.7% at age 57 retirement formula with the one-half continuance option under CalPERS. Final compensation shall be calculated using the average of the three highest years model.

5.730. TIER 1 – 2.7%-AT-55 MISCELLANEOUS PLAN. The City shall provide qualified Miscellaneous employees and members of the City Council with the "2.7%-at-55" plan under the California Public Employees' Retirement System (CalPERS). Final compensation shall be calculated using the single highest year model.

5.731. TIER 2 – 2%-AT-60 MISCELLANEOUS PLAN. The City shall provide qualified Miscellaneous employees and members of the City Council hired/appointed beginning in the last full pay period in December 2012 the Local Miscellaneous 2.0% at age 60 retirement formula. Final

compensation shall be calculated using the single highest year model. Employees hired on or after January 1, 2013 who are current CalPERS members or who are members of a reciprocal retirement system, as defined by CalPERS shall also receive the 2% at 60 retirement plan.

5.732. TIER 3 – 2%-AT-62 MISCELLANEOUS PLAN. The City shall provide qualified Miscellaneous employees and members of the City Council hired/appointed beginning January 1, 2013 who are not current CalPERS members or who are not members of a reciprocal retirement system as defined by CalPERS the Local Miscellaneous 2.0% at age 62 retirement formula. Final compensation shall be calculated using the average of the three highest years model.

5.740. CalPERS CONTRIBUTION.

(a) Effective July 17, 2016, employees in categories D, F (except for the Director of Public Safety), and K who are also in Tier 1, shall be responsible for contributing 4% of the member contribution, and the City shall contribute 4%; such payment shall be made pursuant to IRC Section 414(h)(2). The City will report the value of the Employer Paid Member Contribution (EPMC) of 4% as additional compensation.

(b) Effective July 17, 2016, employees in categories D, F and K in Tier 2 shall be responsible for contributing 3% of the member contribution, and the City shall contribute 4%; such payment shall be made pursuant to IRC Section 414(h)(2). The City will report the value of the Employer Paid Member Contribution (EPMC) of 4% as additional compensation.

(c) Employees in categories D, F and K in Tier 3 shall be responsible for paying 50% of the normal cost toward their retirement.

(d) Effective July 17, 2016, the Director of Public Safety shall be responsible for paying 3% of the member contribution, and the City shall contribute 6%; such payment shall be made pursuant to IRC Section 414(h)(2). In addition, the City shall continue to pay to CalPERS a total of 2.25% of the employee's salary to fund the cost of the single highest year retirement benefit. The City will report the value of the Employer Paid Member Contribution (EPMC) of 6% as additional compensation.

(e) For employees in other Categories who are required by the CalPERS to be covered, such as City Council members who elect to enroll in CalPERS and eligible casual employees, the employee shall be responsible for the full normal member contribution to CalPERS.

5.750. SOCIAL SECURITY. FICA PORTION. All employees not covered by CalPERS shall be covered by Social Security/FICA. The employee and the City will each contribute the mandated percentage of the employee's wages toward the cost of Social Security/FICA. No Social Security/FICA will be withheld for retired CalPERS members who return to work as a temporary

employee.

6.000. SPECIAL PROVISIONS. Those provisions which are in a non-pay category, but which confer a benefit on an employee, are provided in accordance with the provisions in the Administrative Policy Manual.

6.100. WORK SCHEDULES. Employees in the Civil Service are to work in accordance with the schedules, shifts, tours of duty and work periods or cycles established by their respective departments in accordance with the provisions of the applicable MOU or the Administrative Policy Manual as the same now exists or is hereafter amended.

6.150. FLEX SCHEDULES. DESIGNATED CATEGORY B EMPLOYEES. Category B employees, designated under the terms of the applicable MOU as exempt under the Fair Labor Standards Act, may have their work schedules adjusted, at the discretion of their managers, in order to minimize the cost of overtime pay. Such adjustments shall be made in accordance with the provisions of the applicable MOU.

6.200. ALTERNATE SCHEDULES. MANAGEMENT EMPLOYEES. Alternate schedules for individual employees in Categories D, E, F, and K may be authorized by the City Manager and the City Attorney in accordance with the Administrative Policy Manual.

6.300. DEFERRED COMPENSATION. Employees in Categories A, B, C, D, E, F, G, K and L and members of the City Council shall be entitled to participate in a 457 deferred compensation plan approved by the City. For employees in Categories D, E, F and K, a 401 (a) plan is available and procedures for contribution to such plan will be established by the City. With respect to any employee in Categories D, F and K who enrolls in any of the two deferred compensation plans (457 or 401 (a)), the City shall contribute to such plan on behalf of the employee an amount equal to 2% of the employee's gross pay per pay period. Such employees shall not be entitled to receive any or all of such payment except as payment into a deferred compensation account.

6.400. YOUTH PARTICIPATION INCENTIVES. Incentive Payments may be made in accordance with 29 USC § 2854, to provide incentives for recognition and achievements of the participants in the youth activities through the Department of Employment Development.

6.500. AUTOMOBILE ALLOWANCE. Any Management employee authorized and assigned exclusive use of a City vehicle on a 24-hour basis may, at the option of the employee, receive a automobile allowance, payable monthly, in lieu of the assignment and authorization to use such City vehicle. Such automobile allowance is only available while the employee is actively at work (i.e., not absent from work for more than one month, irrespective of reason). When not actively at work, the automobile allowance will cease the first of the month following the last date the

employee is actively at work. A Management employee in Category D, E and M who is not assigned exclusive use of a City vehicle and who ordinarily does not have access to pool vehicles at his or her work site and who averages 300 or more miles per month of City business travel in his or her own personal vehicle, excluding normal travel to and from work, shall be eligible for an automobile allowance. This option shall not be available in the event the City Manager or the employee's Department Director determines that the vehicle assigned is a special purpose vehicle or a vehicle especially equipped so that it cannot be adequately replaced by the employee's private vehicle. Effective July 1, 2007, the monthly automobile allowance for Department Directors will be \$450.00 and for designated management employees \$310.00. Effective October 8, 2017, the monthly automobile allowance for the Director of Employment Development will be \$650.00 for as long as NOVA is providing services to San Mateo County. The City Manager may authorize a change in this allowance in accordance with the change in the IRS standard mileage rate.

6.600. RELOCATION ASSISTANCE. Employees in Categories D, E, K and M may be offered up to \$5,000 of relocation assistance, including expenses incurred in connection with the final trip for employee and immediate family to the area, provided that their primary residence at the time they receive their offer of employment with the City is located outside a 50-mile radius of the City and they move to a location within Santa Clara County within 1 year of appointment. In addition, these employees are also eligible for interim living expenses, at the maximum rate of \$100 per day for a period not to exceed 30 days, incurred while searching for a new residence. Category F employees may be offered up to the full cost of relocation assistance, including interim living expenses, if they move into the City limits within 1 year of appointment. Such assistance may be taxable to the employee. This assistance must be documented in the offer letter to the employee.

6.700. EXECUTIVE MORTGAGE ASSISTANCE PROGRAM. Category F employees are eligible for benefits provided pursuant to the Executive Mortgage Assistance Program. Provisions of the program have been approved through separate resolution and may be amended as necessary.

7.000. ADMINISTRATION. CLASSIFIED SERVICE AND UNCLASSIFIED MANAGEMENT. The Pay Plan for all City employees shall be administered by the City Manager in accordance with policies stated herein and in the Administrative Policy Manual and any applicable MOU. The City Manager shall issue such rules and procedures as are necessary to put the policies into effect.

7.100. HOURLY RATES. Employees in Categories A, B, C, G and L at the time of appointment are ordinarily assigned the hourly rate in the first step of the pay range. In cases where



it is necessary to attract qualified personnel the employee may be assigned the hourly rate in the second or third step of the pay range. Under extraordinary circumstances, employees may be assigned to a higher step than the first step of the pay range, upon recommendation of the Department Director and approval of the City Manager.

7.105. SALARY RATES. The minimum rate at which employees in Categories D, E, K and M may be hired is 85.0% of the Control Point for that classification; the maximum is 100% of Control Point. Appointments made above 95.0% of Control Point require recommendation of the Department Director, and approval of the City Manager for all, but Category K. Determinations on Category K employees are made by the City Attorney.

The minimum and maximum rates at which employees in Categories F may be hired are established for that classification in Exhibit "A" (posted Salary Tables). All appointments require approval of the City Manager.

7.110. CONTROL POINTS AND SALARY RANGES. MANAGEMENT. Control Points for Management classifications are as established in Exhibit "A" (posted Salary Tables). The range for each classification in Categories D, E, K and M extends from 85.0% of the Control Point up to the Control Point (100%). The range for each classification in Categories F are as established in Exhibit "A" (posted Salary Tables). The salary range from the minimum to the maximum is 20%.

7.115. DIFFERENTIAL PAY. MANAGEMENT. In the event that a pay differential of less than 15% is identified between the Control Point for a Management classification and the top step base salary for a direct-report non-management classification, a department director may recommend a pay differential of up to 15%. The differential will not be applied automatically, and an identifiable need for such differential must exist prior to providing the differential pay. All differentials require review by the Director of Human Resources and approval of the City Manager.

7.120. MERIT INCREASE. NONMANAGEMENT. Upon completion of 13 pay periods, employees in Categories A, B, C and G may be assigned the next step in the pay range to which the classification is assigned. Such merit increases shall not be approved unless the employee's work performance is acceptable. Consideration for each subsequent one step merit adjustment is given at 26 pay period intervals until the employee's hourly pay rate reaches the top step of the pay range. Increases may be granted effective with the pay period immediately following the anniversary date.

Upon completion of 6 months of continuous City service, employees in Category L may be assigned the next step in the pay range to which the classification is assigned. Such merit increase shall not be approved unless the employee's work performance is acceptable. Consideration for each subsequent one step merit adjustment is given upon completion of intervals of 12 months of

continuous service until the employee's hourly pay rate reaches the top step of the pay range. Increases may be granted effective with the pay period immediately following completion of the requisite hours.

7.130. MERIT INCREASE. MANAGEMENT. Upon completion of 13 pay periods of service, employees in Categories D and K who receive an overall rating of achieves or exceeds expectations on their most recent performance evaluation may receive an increase in salary above the rate to which they were initially assigned, up to but not exceeding the Control Point.

The pay rate for employees in Categories D and K will be considered for adjustment beyond that granted after the first 13 pay periods of service following the completion of 26 pay periods from the prior increase in salary, up to but not exceeding the Control Point. Increases in salary shall be granted effective with the pay period immediately following the completion of 26 pay periods. The pay rate adjustment is subject to an overall rating of achieves or exceeds expectations on the employee's most recent performance evaluation. Increases of more than 5% require approval of the City Manager.

Upon completion of 26 pay periods of service, employees in Category F who receive an overall rating of achieves or exceeds expectations on their most recent performance evaluation may receive an increase in salary as determined by the City Manager, above the rate to which they were initially assigned, up to but not exceeding the range maximum. The pay rate will be considered for adjustment beyond that granted after the first 26 pay periods of service following the completion of an annual performance evaluation, up to but not exceeding the range maximum. The pay rate adjustment is subject to an overall rating of achieves or exceeds expectations on the employee's most recent performance evaluation. All salary increases require approval of the City Manager. For extenuating or bona fide circumstances, the City Manager may increase the salary for a Category F employee outside of the annual performance review cycle.

7.140. PROMOTION. NONMANAGEMENT. Upon promotion to a full-time non-management classification having an assigned pay range greater than the classification from which the employee is being promoted, employees in Categories A, B, C and G shall be entitled either to that hourly pay step in the pay range of the higher class which is at least 5% above the employee's current hourly step rate, or that step the employee would have received within 2 pay periods had the promotion not been made, provided the increase does not exceed the rate contained in the top salary step. Thereafter, the employee will be considered for merit increases in the same manner as other probationary employees.

Upon promotion to a regular part-time classification having an assigned pay range greater

than the classification from which the employee is being promoted, the employee shall be entitled to that hourly pay step in the pay range of the higher classification which is at least 5% above the employee's current hourly step rate, provided the increase does not exceed the rate contained in the 5th salary step. Thereafter, the employee will be considered for merit increases in the same manner as other probationary employees.

7.150. PROMOTION. MANAGEMENT. Employees in Category D and E who are promoted to a classification which has been assigned a Control Point greater than the classification from which the employee is being promoted shall be entitled to assignment to a pay rate in the new salary range which provides at least 5% above the employee's current hourly rate, or the rate which the employee would have received with a meeting or exceeding expectation of performance within 2 pay periods had the promotion not been made, provided the increase does not exceed 95.0% of the Control Point for the new classification, except that upon recommendation of the Department Director and approval of the City Manager, the promoted employee's pay rate may be set at up to 100% of such Control Point. Employees in Category K who are promoted in similar circumstances shall likewise receive an increase, subject to the determination of the City Attorney. Thereafter, the employee is considered for merit increases in the same manner as other Management employees.

7.160. PROVISIONAL APPOINTMENT. The pay periods of service of a probationary or regular employee shall not be affected by a provisional appointment. Merit pay increases are to be considered as though the employee had not accepted the provisional appointment.

7.170. GRANT FUNDED EMPLOYMENT.

(a) The City may hire employees in grant-funded (limited duration) positions where the position is funded by grant funds or similar types of non-City funding sources.

(b) Job classification titles for grant-funded positions shall be distinct from job classification titles for regular positions.

(c) Prospective employees shall be informed of the duration of the appointment in the job announcement and at the time of employment, and shall be advised of and acknowledge in writing the impact of the grant-funded (limited duration) status, including that the City has the authority to terminate employment at the completion of the grant or for reduction or loss of grant funding.

(d) Unless otherwise stated by the funding source or agency, if the appointment is for a period of twelve months or more, employees in grant-funded positions shall receive the same benefits as regular employees. Employees who will be working a full-time schedule in a management classification will be included in the Sunnyvale Managers Association bargaining unit;

employees who will be working a full-time schedule in a non-management classification will be included in the Sunnyvale Employees Association bargaining unit; and employees who will be working a schedule of 1,092 -1,716 hours per fiscal year will be included in the Services Employees International Union bargaining unit.

(e) If the appointment is for less than twelve months, employees shall be employed in the unclassified service as temporary employees. Temporary employees are unrepresented, are eligible for only those benefits applicable to this category of employment, and are limited to 900 hours of work in the fiscal year.

(f) Should an employee who was originally hired to fill a grant-funded position of twelve months or more be later appointed to a regular position, his/her hire date will be the date that service commenced in the grant-funded position.

7.180. TERM LIMITED EMPLOYMENT.

(a) Term limited appointments are designed for limited duration projects, and shall not be used to displace regular bargaining unit represented positions. There shall be no adverse effect on the bargaining units, as all bargaining unit members shall continue to receive full protections under existing MOUs. The intent behind Term Limited positions is to avoid layoffs – i.e., avoid hiring and then laying off employees retained to perform work of a limited duration. The assignment of regular employees to perform work related to the limited duration project with Term Limited employees used to provide backfill for the work of regular employees shall not be considered displacement of regular bargaining unit represented positions.

(b) Term Limited positions are different from Grant Funded employment as described in 7.170 above, in that Term Limited appointments shall be tied to a budget for a specific project or projects of limited anticipated duration.

(c) Term Limited appointments must be approved by the City Manager.

(d) Term Limited appointments are “at-will” and may be terminated at any time with or without cause. Further, the City has the authority to terminate employment at the completion of the specified term, or prior to the specified term due to lack of funding or other budgetary constraints, or lack of work.

(e) Term Limited appointments shall specify their duration, and shall not exceed two years, except under special circumstances approved by the City Manager, in which case the term may be extended by no more than 1 year. Such positions are not intended to replace regular, budgeted positions. Duration in position is counted from hire date and is not based on work hours.

(f) Term Limited positions shall be subject to membership in the applicable bargaining

unit and shall receive the full benefits applicable to their bargaining unit, except as limited by their “at-will” status.

(g) Prospective employees shall be informed of the duration of the appointment in the job announcement and at the time of employment, and shall be advised of and acknowledge in writing the impact of the Term Limited status, including that the City has the authority to terminate employment at the completion of the term, or prior to the specified term due to lack of funding or other budgetary constraints, or lack of work. Prospective employees shall also be advised of and acknowledge in writing their status as at-will employees and the City’s ability to terminate their employment for any reason with or without cause.

(h) At the request of any bargaining unit, the City will meet with bargaining unit representatives no less than twice a year to hear and resolve any concerns about the Term Limited program.

There shall be no more than twenty-seven (27) Term Limited employees in the SEA bargaining Unit. However, a regular SEA employee in an out of class assignment (either within or outside of the bargaining unit) shall not count against the twenty-seven (27).

7.190. SEVERANCE. Employees in Category F may be terminated or asked to resign at the discretion of the City Manager. Upon execution of a release of all claims against the City, the employee shall be eligible for severance payment. Upon separation, the employee shall be eligible for one (1) month of base salary as severance for each full year of employment with the City of Sunnyvale, with a minimum of three (3) months of salary and up to a maximum of six (6) months of salary. However, the City Manager may authorize any amount between three (3) and six (6) months as he or she determines reasonable and appropriate. The severance benefit shall not be available if the employee is terminated for serious misconduct involving abuse of his or her office or position, including but not limited to waste, fraud, violation of the law under color of authority, misappropriation of public resources, violence, harassment or discrimination. If the employee is later convicted of a crime involving such abuse of his or her position, the employee shall fully reimburse the City as set forth in the Government Code section 53243.3.

8.000. CASUAL/TEMPORARY PAY RATE ASSIGNMENTS AND STEP INCREASES. Pay rate assignments and pay step increases for Casual/Temporary employees shall be administered by the City Manager in accordance with the policies stated herein. The City Manager shall promulgate such rules and procedures as are necessary to put said policies into effect.

Casual/Temporary employees at the time of appointment are ordinarily assigned the hourly rate in the first step of the pay range; however, the department may assign employees to a higher

step based on qualifications and experience, and/or specific job functions, or in cases where it is necessary to attract qualified personnel. Casual/Temporary employees may be considered for an initial merit step increase after completion of 1040 hours of service and additional merit step increases upon completion of intervals of 2080 hours of service up to top step. However, a merit increase shall not be approved unless the employee's work performance is rated satisfactory or better. In situations where the above hour criteria for merit increases is not reasonable given the nature of a Casual/Temporary assignment, individual departments may assign a Casual/Temporary employee to the next step in the series upon completion of a minimum of 12 months of service in the current job classification and step, and a minimum number of hours worked as established by the department.

8.100. REDUCED TIME JOB STATUS PROGRAM. CATEGORY G. Designated classifications within Category G may work a reduced time work job share schedule pursuant to the provisions of the Reduced Time Job Status Program.

9.000. PAY BASIS. An eligible employee may be paid under multiple pay ranges or scheduled amounts in any given pay period, in addition to working out of class, on special assignment or under special circumstances.

10.000. EFFECTIVE DATE. Unless otherwise specifically indicated, all provisions herein contained shall be effective as of the date of posting. This version of the Salary Resolution supersedes any prior versions and amendments thereto.

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Posted: ~~February 6, 2018~~July 30, 2019



## RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF SUNNYVALE AMENDING RESOLUTION NO. 190-05,  
THE CITY'S SALARY RESOLUTION, BY AMENDING  
THE PAY SCHEDULE FOR PAY PLAN CATEGORY L  
(CLASSIFIED REGULAR PART-TIME) EMPLOYEES  
REPRESENTED BY THE SERVICE EMPLOYEE  
INTERNATIONAL UNION**

WHEREAS, the Service Employees International Union Local 521 ("SEIU"), which represents classified regular part-time employees, entered into a 2017-2021 Memorandum of Understanding ("MOU"). MOU Sections 19.4.f and 19.4.g provide that "if Sunnyvale Employees Association/ IFPTE Local 21 ("SEA/ IFPTE Local 21") enters into a MOU that includes salary adjustments different than SEIU, then SEIU will get the same percentage across the board salary adjustments as SEA through the term of the MOU"; and

WHEREAS, to implement these MOU provisions, the City must adjust compensation so that SEIU (Category L) employees will get the same salary adjustments and one-time off salary schedule pay in July 2019 and July 2020, as SEA/ IFPTE Local 21 (Category B) employees; and

WHEREAS, consistent with the salary adjustments negotiated with SEA/ IFPTE Local 21 for July 2019 and July 2020, the City desires to amend the City's salary resolution for SEIU Category L employees, effective July 28, 2019.

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

1. Resolution No. 190-05 is hereby amended by amending the pay rates for Pay Plan Category L, as set forth in Exhibit "A" attached and incorporated by reference.
2. All other provisions of Resolution No. 190-05 shall remain in full force and effect.
3. The Salary Resolution amendments and pay rates noted above shall be effective July 28, 2019.

Adopted by the City Council of the City of Sunnyvale at a regular meeting held on \_\_\_\_\_, 2019, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

RECUSAL:

ATTEST:

APPROVED:

\_\_\_\_\_  
City Clerk  
(SEAL)

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

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

**EXHIBIT A**City of Sunnyvale  
Salary Table - SEIU ClassificationsDraft Salary Table for SEIU  
Effective 7/28/2019

Job Code	Job Title	Unit	Pay Cat.	Range / Scale	Hourly Pay Rates						Annual Range		Effective Date
					Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Minimum	Maximum	
8500	Administrative Aide, Part-time	SEIU	L	8500	36.2142	38.0250	39.9261	41.9225	44.0186	46.2196	75,326	96,137	7/28/19
8601	Administrative Analyst, Part-time	SEIU	L	8601	37.8545	39.7473	41.7348	43.8214	46.0125	48.3131	78,737	100,491	7/28/19
8900	Automotive Shop Attendant, Part-time	SEIU	L	8900	17.7530	18.6406	19.5726	20.5511	21.5788	22.6579	36,926	47,128	7/28/19
8303	Building Services Worker, Part-time	SEIU	L	8303	29.5682	31.0466	32.5990	34.2289	35.9403	37.7375	61,502	78,494	7/28/19
8700	Business Liaison, Part-time	SEIU	L	8700	33.3205	34.9865	36.7358	38.5727	40.5013	42.5265	69,307	88,455	7/28/19
8701	Career Advisor, Part-time	SEIU	L	8701	33.3205	34.9865	36.7358	38.5727	40.5013	42.5265	69,307	88,455	7/28/19
8702	Computer Systems Specialist, Part-time	SEIU	L	8702	37.6792	39.5631	41.5412	43.6184	45.7994	48.0893	78,373	100,026	7/28/19
8301	Custodian, Part-time	SEIU	L	8301	17.7530	18.6406	19.5726	20.5511	21.5788	22.6579	36,926	47,128	7/28/19
8110	Emergency Medical Services Specialist 1, Part-time	SEIU	L	8110	40.2223	42.2336	44.3452	46.5625	48.8906	51.3351	83,662	106,777	7/28/19
8120	Emergency Medical Services Specialist 2, Part-time	SEIU	L	8120	46.2643	48.5774	51.0064	53.5566	56.2344	59.0461	96,230	122,816	7/28/19
8100	Employment Training Program Coordinator, Part-time	SEIU	L	8100	36.3366	38.1532	40.0610	42.0640	44.1673	46.3757	75,580	96,461	7/28/19
8250	Environmental Chemist 1, Part-time	SEIU	L	8250	33.6257	35.3069	37.0720	38.9257	40.8721	42.9157	69,941	89,265	7/28/19
8251	Environmental Chemist 2, Part-time	SEIU	L	8251	39.1103	41.0661	43.1194	45.2755	47.5390	49.9160	81,349	103,825	7/28/19
8150	Facility Attendant 1, Part-time	SEIU	L	8150	17.7530	18.6406	19.5726	20.5511	21.5788	22.6579	36,926	47,128	7/28/19
8151	Facility Attendant 2, Part-time	SEIU	L	8151	22.1076	23.2128	24.3735	25.5923	26.8718	28.2154	45,984	58,688	7/28/19
8200	Golf Service Assistant, Part-time	SEIU	L	8200	17.6068	18.4869	19.4115	20.3819	21.4011	22.4711	36,622	46,740	7/28/19
8300	Graphic Artist, Part-time	SEIU	L	8300	26.7721	28.1107	29.5161	30.9919	32.5413	34.1684	55,686	71,070	7/28/19
8305	Lab/Field Technician, Part-time	SEIU	L	8305	30.9386	32.4856	34.1101	35.8156	37.6064	39.4867	64,352	82,132	7/28/19
8350	Landfill Technician, Part-time	SEIU	L	8350	30.2056	31.7158	33.3017	34.9667	36.7149	38.5506	62,828	80,185	7/28/19
8400	Librarian, Part-time	SEIU	L	8400	35.0367	36.7883	38.6278	40.5594	42.5872	44.7166	72,876	93,011	7/28/19
8402	Library Specialist 1, Part-time	SEIU	L	8402	16.4540	17.2767	18.1406	19.0476	20.0000	21.0000	34,224	43,680	7/28/19
8403	Library Specialist 2, Part-time	SEIU	L	8403	19.3578	20.3256	21.3420	22.4091	23.5295	24.7062	40,264	51,389	7/28/19
8404	Library Specialist 3, Part-time	SEIU	L	8404	22.7739	23.9125	25.1083	26.3636	27.6819	29.0659	47,370	60,457	7/28/19
8130	Mail Clerk, Part-time	SEIU	L	8130	22.0083	23.1089	24.2643	25.4773	26.7512	28.0887	45,777	58,424	7/28/19
8107	Meter Reader, Part-time	SEIU	L	8107	29.7819	31.2709	32.8346	34.4762	36.2001	38.0101	61,946	79,061	7/28/19
8102	Office Assistant, Part-time	SEIU	L	8102	24.2828	25.4965	26.7716	28.1102	29.5158	30.9915	50,508	64,462	7/28/19
8105	Principal Office Assistant, Part-time	SEIU	L	8105	34.3485	36.0658	37.8692	39.7627	41.7509	43.8384	71,445	91,184	7/28/19
8106	Senior Crime Analyst, Part-time	SEIU	L	8106	47.6849	50.0694	52.5728	55.2015	57.9615	60.8597	99,185	126,588	7/28/19
8104	Senior Office Assistant, Part-time	SEIU	L	8104	30.3068	31.8222	33.4134	35.0841	36.8382	38.6800	63,038	80,454	7/28/19
8800	Senior Workforce Services Representative, Part-time	SEIU	L	8800	27.1667	28.5251	29.9515	31.4491	33.0215	34.6726	56,507	72,119	7/28/19
8103	Staff Office Assistant, Part-time	SEIU	L	8103	26.7721	28.1107	29.5161	30.9919	32.5413	34.1684	55,686	71,070	7/28/19
8600	Vehicle Abatement Officer, Part-time	SEIU	L	8600	28.1271	29.5336	31.0103	32.5607	34.1889	35.8981	58,504	74,668	7/28/19

**City of Sunnyvale**  
**Salary Table - SEIU Classifications**

Draft Salary Table for SEIU  
Effective 7/12/2020

Job Code	Job Title	Unit	Pay Cat.	Range / Scale	Hourly Pay Rates						Annual Range		Effective Date
					Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Minimum	Maximum	
8500	Administrative Aide, Part-time	SEIU	L	8500	37.3006	39.1658	41.1239	43.1802	45.3392	47.6062	77,585	99,021	7/12/20
8601	Administrative Analyst, Part-time	SEIU	L	8601	38.9901	40.9397	42.9868	45.1360	47.3929	49.7625	81,099	103,506	7/12/20
8900	Automotive Shop Attendant, Part-time	SEIU	L	8900	18.2856	19.1998	20.1598	21.1676	22.2262	23.3376	38,034	48,542	7/12/20
8303	Building Services Worker, Part-time	SEIU	L	8303	30.4552	31.9780	33.5770	35.2558	37.0185	38.8696	63,347	80,849	7/12/20
8700	Business Liaison, Part-time	SEIU	L	8700	34.3201	36.0361	37.8379	39.7299	41.7163	43.8023	71,386	91,109	7/12/20
8701	Career Advisor, Part-time	SEIU	L	8701	34.3201	36.0361	37.8379	39.7299	41.7163	43.8023	71,386	91,109	7/12/20
8702	Computer Systems Specialist, Part-time	SEIU	L	8702	38.8096	40.7500	42.7874	44.9270	47.1734	49.5320	80,724	103,027	7/12/20
8301	Custodian, Part-time	SEIU	L	8301	18.2856	19.1998	20.1598	21.1676	22.2262	23.3376	38,034	48,542	7/12/20
8110	Emergency Medical Services Specialist 1, Part-time	SEIU	L	8110	41.4290	43.5006	45.6756	47.9594	50.3573	52.8752	86,172	109,980	7/12/20
8120	Emergency Medical Services Specialist 2, Part-time	SEIU	L	8120	47.6522	50.0347	52.5366	55.1633	57.9214	60.8175	99,117	126,500	7/12/20
8100	Employment Training Program Coordinator, Part-time	SEIU	L	8100	37.4267	39.2978	41.2628	43.3259	45.4923	47.7670	77,848	99,355	7/12/20
8250	Environmental Chemist 1, Part-time	SEIU	L	8250	34.6345	36.3661	38.1842	40.0935	42.0983	44.2032	72,040	91,943	7/12/20
8251	Environmental Chemist 2, Part-time	SEIU	L	8251	40.2836	42.2981	44.4130	46.6338	48.9652	51.4135	83,790	106,940	7/12/20
8150	Facility Attendant 1, Part-time	SEIU	L	8150	18.2856	19.1998	20.1598	21.1676	22.2262	23.3376	38,034	48,542	7/12/20
8151	Facility Attendant 2, Part-time	SEIU	L	8151	22.7708	23.9092	25.1047	26.3601	27.6780	29.0619	47,363	60,449	7/12/20
8200	Golf Service Assistant, Part-time	SEIU	L	8200	18.1350	19.0415	19.9938	20.9934	22.0431	23.1452	37,721	48,142	7/12/20
8300	Graphic Artist, Part-time	SEIU	L	8300	27.5753	28.9540	30.4016	31.9217	33.5175	35.1935	57,357	73,202	7/12/20
8305	Lab/Field Technician, Part-time	SEIU	L	8305	31.8668	33.4602	35.1334	36.8901	38.7346	40.6713	66,283	84,596	7/12/20
8350	Landfill Technician, Part-time	SEIU	L	8350	31.1118	32.6673	34.3008	36.0157	37.8163	39.7071	64,713	82,591	7/12/20
8400	Librarian, Part-time	SEIU	L	8400	36.0878	37.8919	39.7866	41.7762	43.8648	46.0581	75,063	95,801	7/12/20
8402	Library Specialist 1, Part-time	SEIU	L	8402	16.9476	17.7950	18.6848	19.6190	20.6000	21.6300	35,251	44,990	7/12/20
8403	Library Specialist 2, Part-time	SEIU	L	8403	19.9385	20.9354	21.9823	23.0814	24.2354	25.4474	41,472	52,931	7/12/20
8404	Library Specialist 3, Part-time	SEIU	L	8404	23.4571	24.6299	25.8615	27.1545	28.5124	29.9379	48,791	62,271	7/12/20
8130	Mail Clerk, Part-time	SEIU	L	8130	22.6685	23.8022	24.9922	26.2416	27.5537	28.9314	47,150	60,177	7/12/20
8107	Meter Reader, Part-time	SEIU	L	8107	30.6754	32.2090	33.8196	35.5105	37.2861	39.1504	63,805	81,433	7/12/20
8102	Office Assistant, Part-time	SEIU	L	8102	25.0113	26.2614	27.5747	28.9535	30.4013	31.9212	52,024	66,396	7/12/20
8105	Principal Office Assistant, Part-time	SEIU	L	8105	35.3790	37.1478	39.0053	40.9556	43.0034	45.1536	73,588	93,919	7/12/20
8106	Senior Crime Analyst, Part-time	SEIU	L	8106	49.1154	51.5715	54.1500	56.8575	59.7003	62.6855	102,160	130,386	7/12/20
8104	Senior Office Assistant, Part-time	SEIU	L	8104	31.2160	32.7769	34.4158	36.1366	37.9433	39.8404	64,929	82,868	7/12/20
8800	Senior Workforce Services Representative, Part-time	SEIU	L	8800	27.9817	29.3809	30.8500	32.3926	34.0121	35.7128	58,202	74,283	7/12/20
8103	Staff Office Assistant, Part-time	SEIU	L	8103	27.5753	28.9540	30.4016	31.9217	33.5175	35.1935	57,357	73,202	7/12/20
8600	Vehicle Abatement Officer, Part-time	SEIU	L	8600	28.9709	30.4196	31.9406	33.5375	35.2146	36.9750	60,259	76,908	7/12/20

**Notes**

**SEIU:**

Effective July 12, 2020, employees receive 1.5% of annual base salary as off-salary-schedule pay (not reportable compensation to CalPERS).



# City of Sunnyvale

## Agenda Item

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**19-0224**

**Agenda Date: 7/30/2019**

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### **REPORT TO COUNCIL**

#### **SUBJECT**

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.

#### **BACKGROUND**

Transient Occupancy Tax (TOT) has been collected from hotels since 1965 in accordance with the Sunnyvale Municipal Code (SMC) Chapter 3.16. At that time TOT was applicable only to the hotel industry, but now Sunnyvale residents are offering accommodations to visitors in their homes. Private, short-term rentals (STR) in residential areas have become an attractive option for visitors. With the increased popularity of STRs, Council took formal action to amend the SMC in 2015. Regulations allow hosted rentals accommodating up to four adult guests; requirements include the collection and remittance of TOT. In 2018, Council approved a Voluntary Collection Agreement (VCA) with Airbnb to remit TOT on behalf of their hosts. Airbnb provides the leading internet platform for STRs and captures most the TOT due to the City. Other hosting platforms are used for booking accommodations and they do not remit TOT on behalf of their hosts. Staff intends to collect TOT from all hosts operating a STR in Sunnyvale.

Currently, the City has the ability to contact hosts directly through an outside vendor who identifies hosts who are operating an STR without a TOT certificate or STR approval. Resources to collect TOT will include assessing back taxes, penalties/interest, managing the expected push-back from hosts and conducting administrative hearings as needed. With the adoption of the VCA with Airbnb, the City agreed not to seek back taxes from Airbnb hosts prior to the effective date of the VCA. However, this provision in the VCA only applies to Airbnb transactions, not to hosts who used other platforms.

#### **EXISTING POLICY**

##### **Council Policy**

**SMC Chapter 3.16.** Transient Occupancy Tax

#### **ENVIRONMENTAL REVIEW**

The action being considered does not require environmental review under the California Environmental Quality Act (CEQA) because it is a fiscal activity that will not result in a significant impact on the environment. (CEQA Guidelines, Section 15378(b)(4))

**DISCUSSION**

When TOTs were imposed on STRs pursuant to the SMC, discussions acknowledged that enforcement would be difficult, and would only be addressed when a complaint is received (RTC Nos. 15-0562 and 18-0400). Some barriers to enforcement have been addressed. The SMC was amended to allow the City to issue Administrative Subpoenas. Staff have also contracted with a vendor to identify STR hosts and their compliance status. These tools can assist staff collecting TOT. With the vendor in place, staff has realized that every host who comes into compliance will be charged back taxes, which is not consistent with the process for Airbnb hosts. Also, the process to calculate and verify the back taxes will be a significant effort for staff, and is expected to be met by resistance from the hosts who were unaware of the requirements.

Registration for TOT requires remittance of all earnings during the past three years, which include the three years of back taxes, interest and penalties of the unpaid back taxes. The amount due from a host who has been operating for the past three years could be significant. The Tax Administrator (Director of Finance) has the authority to waive penalties and interest for good causes, but not the back taxes.

Staff recommends Council delegate the authority for waiving the past three years back taxes to the City Manager or his designee, which is consistent with the Airbnb VCA and is an incentive for hosts who are immediately responsive to the City's outreach and who become fully compliant with the SMC. The purpose of this incentive is to bring as many hosts as possible into compliance.

Should Council not delegate the authority, staff would analyze records for all hosts, using administrative subpoenas as needed to ensure that the back taxes are collected. Hosts who object to the back taxes could appeal, first to the tax administrator and possibly to Council directly. Only 25% of current listings were posted in the last six months, most rentals have been active for multiple years and would require significant analysis. City staff may not be able to absorb the additional workload required to perform this work.

**FISCAL IMPACT**

Although waiving the back taxes brings less TOT revenue to the City, not waiving the back taxes would require significant resources for the City to collect the three years of back taxes. Also, waiving the back taxes would give incentive for the hosts to register with the City and start remitting TOT. STR revenues continue to grow, and the City collected \$26,582 in FY 2016/17 and \$47,688 in FY 2017/18. The City is estimated to collect about \$700,000 for FY 2018/19. Initial estimates are for \$62,000 annually from all hosts who have not yet remitted. Revenue from TOT goes to the General 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.



**ALTERNATIVES**

1. 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.
2. Do not authorize the City Manager to waive Transient Occupancy Taxes for short-term rental hosts who come into full compliance with the Sunnyvale Municipal Code.

**STAFF RECOMMENDATION**

Alternative 1: 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.

Prepared by: Anna Lewis, Senior Management Analyst

Reviewed by: Timothy J. Kirby, Director of Finance

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager



# City of Sunnyvale

## Agenda Item

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**19-0626**

**Agenda Date:** 7/30/2019

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Tentative Council Meeting Agenda Calendar



# City of Sunnyvale

## Tentative Council Meeting Agenda Calendar

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### Tuesday, August 13, 2019 - City Council

#### **Presentation**

- 19-0096** PRESENTATION - Overview of NASA Housing Initiative, by NASA Research Park Director Mejghan Haider
- 19-0435** PRESENTATION - Overview of Census 2020, by County of Santa Clara's Office of the Census Manager Nick Kuwada

#### **Public Hearings/General Business**

- 19-0704** Adopt the Climate Action Playbook, including greenhouse gas reduction targets of 55 Percent by 2030 and 80 Percent by 2050, and Find that the Addendum to the Environmental Impact Report (EIR) of the General Plan's Land Use and Transportation Element (LUTE) Prepared for the Playbook is Consistent with CEQA Pursuant to Guidelines Sections 15168 and 15183
- 19-0763** Approve to Waive City Fees Associated with the Special Event Permit for the 2019 Pet Parade
- 19-0822** Proposed Project: General Plan Amendment Initiation request to study changing the General Plan designation from Commercial to Medium Density Residential on a 2.3 acre site (Sunnyvale Lumber)  
Location: 870 W. Evelyn Street (APN:165-16-004)  
File #: 2019-7298  
Zoning: C4 (Service Commercial)  
General Plan: Service Commercial  
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
- 19-0823** 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 & 560 E. Ahwanee Avenue (APN: 204-08-027 & 204-08-029)  
File #: 2019-7301  
Zoning: R-3/PD  
Applicant / Owner: FNZ Architects Inc. (applicant) / Sia Vassoughi (owner)  
Environmental Review: The project is exempt from the California

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

Project Planner: Ryan Kuchenig, (408) 730-7431,  
rkuchenig@sunnyvale.ca.gov

**19-0756** Seasonal Ice Rink in Downtown Sunnyvale

**Tuesday, August 27, 2019 - City Council**

**Study Session**

**19-0171** 6 P.M. SPECIAL COUNCIL MEETING (Study Session)  
Sunnyvale Clean Water Program Administration and Lab Building Site and  
Architecture Update

**Public Hearings/General Business**

**19-0592** Phase I Civic Center Master Plan Schematic Design Approval

**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**

**Study Session**

**19-0110** 5 P.M. SPECIAL COUNCIL MEETING (Study Session)  
Board and Commission Interviews

**19-0798** 6 P.M. SPECIAL COUNCIL MEETING (Study Session in Council Chambers)  
Proposed Charter Amendment Language to Change the Electoral System  
from Seven At-Large Numbered Seats to Six District Seats and an At-Large,  
Directly Elected Mayor

**Special Order of the Day**

**19-0316** SPECIAL ORDER OF THE DAY - Active Aging Week

**Public Hearings/General Business**

**19-0675** Public Hearing #1 on District Elections to Receive Input Concerning Maps for  
City Council Election District Boundaries

**19-0709** Approve the Green Stormwater Infrastructure Plan

**19-0740** Public Hearing and Approval of the City of Sunnyvale's 2019 Public Health  
Goal Report on Water Quality (2016-2018); Direct Staff to file with the  
California State Water Resources Control Board Division of Drinking Water

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and Find that the Action is Exempt from CEQA.

- 19-0762** Consideration of Community Development Block Grant (CDBG) Loan Forgiveness for Sunnyvale Community Services
- 19-0794** City Response to Santa Clara County Civil Grand Jury Report: Inquiry into Governance of the Valley Transportation Authority

**Tuesday, September 24, 2019 - City Council**

**Public Hearings/General Business**

- 19-0230** Appoint Applicants to Boards and Commissions (as needed)
- 19-0369** Provide a Comprehensive Review and Update of Title 6 (Animals) of the Sunnyvale Municipal Code to Amend, Modernize, and Reorganize Content
- 19-0697** Introduce an ordinance to add Chapter 19.66 ("Below Market Rate Rental Housing ") to Title 19 ("Zoning") of the Sunnyvale Municipal Code to create Inclusionary Housing Requirements and Update Housing Impact Fees for Rental Residential Housing Developments
- 19-0710** Consideration of Adoption of a Resolution Authorizing the City of Sunnyvale to Join a Countywide Subregion to Locally Administer ABAG's Regional Housing Needs Allocation (RHNA) Process and Budget Modification No. XX for \$3,125
- 19-0795** Approve a Memorandum of Understanding between the City of Sunnyvale and the Sunnyvale School District and Fremont Union High School District of a Joint Use Lakewood Branch Library on the Lakewood Elementary School Site, Preferred Site Option, and Staffing and Operations Plan

**Tuesday, October 8, 2019 - City Council**

**Special Order of the Day**

- 19-0317** SPECIAL ORDER OF THE DAY - Arts and Humanities Month
- 19-0232** SPECIAL ORDER OF THE DAY - Ceremonial Oath of Office for Board and Commission Members (as needed)

**Public Hearings/General Business**

- 19-0676** Public Hearing #2 on District Elections to Receive Input Concerning Maps for City Council Election District Boundaries

**Tuesday, October 29, 2019 - City Council**

**Closed Session**

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**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)

**Public Hearings/General Business**

**19-0677** Public Hearing #3 on District Elections to Receive Input Concerning Maps for City Council Election District Boundaries and First Reading of Ordinance calling election on March 2020 and adopting ballot language for district elections

**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

**19-0678** Public Hearing #4 on District Elections to Receive Input Concerning Maps for City Council Election District Boundaries and Second Reading of Ordinance calling election on March 2020 and adopting ballot language for district



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**Tuesday, December 3, 2019 - City Council****Closed Session**

- 19-0276** 5:30 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** 6:30 P.M. SPECIAL COUNCIL MEETING (Study Session)  
Discussion of Upcoming Selection of Vice Mayor for 2020
- 19-0263** Discussion of 2020 Council Intergovernmental Assignments

**Public Hearings/General Business**

- 19-0231** Appoint Applicants to Boards and Commissions (as needed)
- 19-0679** Public Hearing #5 on District Elections to Receive Input Concerning Maps for City Council Election District Boundaries and First Reading of Ordinance to Adopt City Council Election District Boundaries

**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

**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
- 19-0680** Second Reading of Ordinance to Adopt City Council Election District Boundaries
- 19-0781** Receive and File the FY 2018/19 Budgetary Year-End Financial Report, Comprehensive Annual Financial Report (CAFR), the Sunnyvale Financing

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Authority Financial Report, the Report to the City Council Issued by the Independent Auditors, and Approve Budget Modification No. X and the list of Proposed Closed Projects

**Tuesday, January 7, 2020 - City Council**

**Public Hearings/General Business**

- 20-0001** Selection of Vice Mayor for a One-Year Term Effective January 7, 2020
- 20-0002** Adopt a Resolution Approving the City Council Regular Meeting Calendar for 2020 through February 2021
- 20-0003** Appoint Councilmembers to Intergovernmental Assignments; Ratify Appointments of Councilmembers made by Outside Agencies; Take Action to Modify, Create, or Terminate Council Subcommittees
- 20-0004** Determine the 2020 Seating Arrangements for City Council

**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

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**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



# City of Sunnyvale

## Agenda Item

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**19-0125**

**Agenda Date:** 7/30/2019

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Board/Commission Meeting Minutes



# City of Sunnyvale

## Meeting Minutes - Final Heritage Preservation Commission

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Wednesday, June 5, 2019

7:00 PM

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

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### **CALL TO ORDER**

Vice Chair Larsen called the meeting to order.

### **SALUTE TO THE FLAG**

Vice Chair Larsen led the salute to the flag.

### **ROLL CALL**

Vice Chair Larsen noted that Commissioners Wu and Michitaka are present, and that Chair Hopkins and Commissioners Valenzuela, Caroompas and Gaudenti are excused absences. She noted that no decisions are to be voted on due to the lack of a quorum.

Mayor Klein was present as the City Council Liaison.

**Present:** 3 - Chair Dixie Larsen  
Commissioner Mike Michitaka  
Commissioner David Wu  
**Absent:** 3 - Commissioner Kenneth Valenzuela  
Commissioner Steve Caroompas  
Commissioner Shanna Gaudenti

### **PRESENTATION**

#### **1. [19-0634](#) Update to the Study Issue Process**

Senior Management Analyst, Lupita Alamos-Bisbee, presented on the updated study issue process.

Ms. Alamos-Bisbee reviewed the process to sponsor and rank study issues, and provided tips on what makes a good study issue. She noted that the biggest change is that the City would now require Commissioners to fill out a Study Issue Form, for submittal to the staff liaison. Ms. Alamos-Bisbee noted that staff would then schedule the study issue idea for the Commission to discuss at their next public hearing, which would typically be within 30 days. A majority vote would then be

required to add the idea to a running list of proposed study issues. In October, HPC will review this list and vote on the ones they would like to sponsor. Staff will then prepare a Study Issue Paper for each of the sponsored study issues. In January, HPC will rank their sponsored study issues for City Council consideration. She advised the Commission to submit their forms as soon as possible, but by August at the latest if the Commission would like to see the official Study Issue Paper before ranking.

More detailed information regarding the study issue process can be viewed online: <https://sunnyvale.ca.gov/government/council/study/default.htm>.

### **ORAL COMMUNICATIONS**

None

### **CONSENT CALENDAR**

- 2.A.**      [19-0629](#)      Approve the Draft Heritage Preservation Commission Meeting Minutes of February 6, 2019

Vice Chair Larsen continued this item to the July 10, 2019 meeting due to the lack of quorum.

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

- 3.**      [19-0446](#)      Updates to the Design Guidelines for the Murphy Station Heritage Landmark District: Forward a Recommendation to the City Council to 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)

Vice Chair Larsen continued this item to the July 10, 2019 meeting due to the lack of quorum.

- 4.**      [19-0630](#)      **Discussion on Study Issue CDD 16-14:**  
Exploring Options for Establishment of a Plaque Program for Heritage Resources - Discussion.

Kelly Cha presented study issue CDD 16-14. Staff and Commissioners discussed the options and process for the Plaque Program.

- 5.**      [19-0628](#)      **Review Planning Program Budget and Fees for FY 2019/20**

Senior Planner Noren Caliva-Lepe presented Recommended FY 2019-20 budget; however a formal recommendation to the City Council cannot be made due to the



lack of quorum.

Commissioner Wu acknowledged the \$75,000 City Council approved for funding for study issue CDD 19-05.

**STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES**

Ms. Caliva-Lepe reminded the Commission to submit any study issue ideas to staff.

**NON-AGENDA ITEMS & COMMENTS**

**-Commissioner Comments**

Commissioner Wu noted his grievance regarding the major crash that occurred on El Camino Real and Sunnyvale Avenue on April 23, 2019. Vice Chair Larsen noted that a community event was held at the Senior Center, which was attended by many people.

**INFORMATION ONLY REPORTS/ITEMS**

Ms. Caliva-Lepe noted that Senior Planner George Schroeder will be taking over as the next liaison to the Commission.

Commissioner Michitaka commended Noren's work she completed during her time as the staff liaison to this Commission.

Mayor Klein noted that this is the last meeting he will be attending as the Council Liaison.

**ADJOURNMENT**

Vice Chair Larsen adjourned the meeting at 8:30 pm.



# City of Sunnyvale

## Meeting Minutes - Draft Parks and Recreation Commission

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Wednesday, July 10, 2019

7:00 PM

Boardroom - Recreation Center,  
Sunnyvale Community Center, 550 E.  
Remington Dr., Sunnyvale, CA 94087

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### **CALL TO ORDER**

Chair Kenton called the meeting to order at 7:01 p.m. in the Boardroom at the Recreation Center.

### **SALUTE TO THE FLAG**

Chair Kenton led the salute to the flag.

### **ROLL CALL**

**Present:** 3 - Chair Ralph Kenton  
Commissioner Henry Alexander III  
Commissioner Prakash Giri  
**Absent:** 1 - Vice Chair Daniel McCune

Commissioner McCune absence is excused.  
Council Liaison Melton (present)

### **PRESENTATION**

[19-0707](#) PRESENTATION - Parks and Recreation Month

Community Services Manager, Trenton Hill gave a presentation on Parks and Recreation Month.

Highlights included: theme (Game On), community calendar of events, upcoming events and how staff was promoting the month.

Commissioners inquired:

- Was the calendar posted on social media?
- Can we use NextDoor for promoting?
- Are calendars only on social media?
- Small recommendation - get on Instagram.

Mr. Hill responded:

- Yes, the calendar was posted on social media.
- Yes, we posted once on NextDoor. We plan on posting more after the Special Order of the Day.
- No, the calendars are located in other areas as well. Angela Chan, Community Services Manager, mentioned the calendars are posted at various City buildings.
- We have an Instagram account however, we are currently focusing on Facebook and do not to start another line until we have the bandwidth to bolster it.

[19-0708](#) PRESENTATION - Fee Waiver Update

Community Services Manager, Angela Chan gave a presentation on update on the Fee Waiver Program and shared the fee waiver application and flier.

Highlights included: program background and current details, criteria to get a waiver, number of youth served and new and upcoming items.

Commissioners had no questions or comments.

**ORAL COMMUNICATIONS**

None.

**CONSENT CALENDAR**

- 1      [19-0236](#)      Approve the Parks and Recreation Commission Meeting Minutes of June 12, 2019

Commissioner Alexander III moved, and Commissioner Giri seconded, the motion to approve the Parks and Recreation Commission Minutes of June 12, 2019 as submitted. The motion carried by the following vote:

**Yes:** 3 -    Chair Kenton  
                 Commissioner Alexander III  
                 Commissioner Giri

**No:** 0

**Absent:** 1 -    Vice Chair McCune

**PUBLIC HEARINGS/GENERAL BUSINESS**

- 2      [19-0137](#)      Selection of Chair and Vice Chair

Nominations were opened for Chair to the Parks and Recreation Commission. Commissioner Giri nominated Chair Kenton for an additional term. No further nominations were presented. Chair Kenton accepted the nomination.

Vote on nomination for Chair:

**Yes:** 2 - Commissioner Alexander III  
Commissioner Giri

**No:** 0

**Absent:** 1 - Vice Chair McCune

**Abstain:** 1 - Chair Kenton

Nominations were opened for Vice Chair to the Parks and Recreation Commission. Chair Kenton nominated Commissioner Giri. No further nominations were presented. Commissioner Giri accepted the nomination.

Vote on nomination for Vice Chair:

**Yes:** 2 - Chair Kenton  
Commissioner Alexander III

**No:** 0

**Absent:** 1 - Vice Chair McCune

**Abstain:** 1 - Commissioner Giri

- 3**      [19-0588](#)      Second Amendment to the Agreement between the City of Sunnyvale and California Sports Center for the Management, Operation and Supervision of Public Swimming Programs at Fremont High School Pool.

There was no presentation for this item.

Commissioners inquired:

- Any money concerns?
- Extending?

Superintendent of Community Service, Damon Sparacino replied:

- Just the original amounts allotted for
- We are asking for an extension

Chair Kenton asked if there were any additional questions from the Commissioners. Being none, he opened it up for public comment. Being none, he asked for a motion.

Commissioner Giri moved, and Commissioner Alexander III to recommend the City Council Authorize the City Manager to execute the Second Amendment to the Agreement Between the City of Sunnyvale and California Sports Center for the Management, Operation and Supervision of Public Swimming Programs at Fremont High School Pool extending the term to August 31, 2022, in substantially the same form as in Attachment 2 to the report, and when all necessary conditions have been met. The motion carried by the following vote:

**Yes:** 3 - Chair Kenton  
Commissioner Alexander III  
Commissioner Giri

**No:** 0

**Absent:** 1 - Vice Chair McCune

- 4**      [19-0102](#)      Review and Consider Recommendation to City Council to Approve a Waiver of City Fees Associated with the Special Event Permit for the 2019 Pet Parade

Community Services Coordinator, Jennifer Acuna provided the board with an overview of the Pet Parade RTC.

Commissioners inquired:

- Has it ever been considered that the City take this on?
- Are others taking on expenses for this?

Ms. Acuna responded:

- It was not recommended previously for staff to take on due to staff time and expenses.
- Yes, Duo-Duo is taking the lead and looking for assistance from other areas.

Chair Kenton asked if there were any additional questions from the Commissioners. Being none, he opened it up for public comment.

Mr. Tony Spitaleri, provided the commission with a history of the Pet Parade and provided information on the parade planning so far. He requested help to educate people on pets and how to properly care for them. He noted that the pet education would be provided as well that this could be an annual event to memorialize Jax.

Commissioners inquired:

- Are there twice as many pets as there are people in Sunnyvale?
- Is this is a memorial for Jax, wouldn't DPS waive their fees?
- As soon as you call it the Sunnyvale Pet parade, wouldn't that be City event?'
- Will other cities be collaborating with us?
- How much were past expenses, 20k?
- Why is this as the Parks Commission?
- Are you thinking, 14K to run it?
- What is your relationship with the vendors?
- How many exhibitors will you have?
- Can this be combined with other City events?
- Who's planning the parade?
- Will you be doing more fundraising?

Mr. Spitaleri responded:

- I'm not sure on the number. We are a dog-friendly town.
- Not sure, I believe it is part of the package for the permit.
- Sunnyvale is a good partner now.
- Other cities do their own parade. We are inviting others to attend though.
- Roughly, We are looking at ways to reduce the costs. We've altered the route and are looking for sponsors.
- Jim Stark, Superintendent of Parks and Golf responded that Special Event Permits run though this Division.
- We would hope it isn't that high but, we just don't know.
- We are not having vendors. No one will be selling anything. They will be exhibiting at Plaza del Sol.
- We are not sure. We hope to have many that deal with pets in a variety of ways.
- It is its own identity and is a parade. We'd like to keep it on its own.
- We have a committee of four.
- We will be reaching out and look for sponsors.

Chair Kenton asked if there were any further questions.

Council Liaison Melton shared information on Community Grants and mentioned that Duo Duo received \$2800 for this year's Pet Parade.

Chair Kenton asked if there was a motion.



Commissioner Giri asked what it would take for the City to take on.

Superintendent of Community Services, Damon Sparacino shared some of the additional costs the City would take on by taking it over.

Chair Kenton noted that he agreed in principle, but we needed to move forward with this year's request and could look into a study for future years.

Commissioner Giri asked if this had come back every year to waive fees?

Ms. Acuna replied that fees were last waived in 2010.

Commissioner Giri moved, and Commissioner Alexander III seconded to recommend that City Council approve a waiver of City fees in the amount of \$4,823.28 associated with the special event permit for the 2019 Pet Parade. The motion carried by the following vote:

**Yes:** 3 - Chair Kenton  
Commissioner Alexander III  
Commissioner Giri

**No:** 0

**Absent:** 1 - Vice Chair McCune

#### **STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES**

[19-0702](#)

Parks and Recreation Commission Proposed Study Issues, Calendar Year: 2019

Vice-Chair Giri proposed a study issue on the City taking over the Pet Parade.

Staff confirmed and noted that the study issue form would be sent out first thing in the morning and that the item would be placed on the next regular meeting's agenda after the return of the form.

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

##### **-Commissioner Comments**

Chair Kenton shared that he will be attending the City Council meeting next week to share information on why the Commission voted the way it did for the Heritage Park item.

##### **-Staff Comments**

Superintendent of Parks and Golf, Jim Stark gave reminded the commission that the Historical Museum item was going to council next week. He also shared that Finance was wrapping up their part for the current Study Issue and that we hoped to be going out to bid soon for a consultant.

Superintendent of Community Services, Damon Sparacino, passed out the Superintendent's report and provided a high level overview.

### **ADJOURNMENT**

Chair Kenton adjourned the meeting at 8:04 p.m.



# City of Sunnyvale

## Meeting Minutes - Draft Heritage Preservation Commission

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Wednesday, July 10, 2019

7:00 PM

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

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### **CALL TO ORDER**

Chair Hopkins called the meeting to order.

### **SALUTE TO THE FLAG**

Chair Hopkins led the salute to the flag.

### **ROLL CALL**

Chair Hopkins noted Commissioner Wu and Commissioner Caroompas absence excused.

**Present:** 5 - Chair Dixie Larsen  
Vice Chair Melanie Holthaus  
Commissioner Dawn Hopkins  
Commissioner Shanna Gaudenti  
Commissioner Mike Michitaka  
**Absent:** 2 - Commissioner Steve Caroompas  
Commissioner David Wu

### **PRESENTATION**

None.

### **ORAL COMMUNICATIONS**

None.

### **CONSENT CALENDAR**

- 1.A.**     [19-0722](#)     Approve the Draft Heritage Preservation Commission Meeting Minutes of February 6, 2019

MOTION:

Commissioner Larsen moved and Commissioner Michitaka seconded to approve the Draft Heritage Preservation Commission Meeting Minutes of February 6, 2019, as submitted.

The motion carried as follows:

**Yes:** 4 - Chair Larsen  
Commissioner Hopkins  
Commissioner Gaudenti  
Commissioner Michitaka

**No:** 0

**Absent:** 2 - Commissioner Caroompas  
Commissioner Wu

**Abstain:** 1 - Vice Chair Holthaus

**1.B.**     [19-0723](#)     Approve the Draft Heritage Preservation Commission Meeting Minutes of June 5, 2019

Chair Hopkins moved to continue to approve the Draft Heritage Preservation Commission Meeting Minutes of June 5, 2019, as submitted to the next regular meeting due to the lack of attendance from the Commisisoners who were present at that meeting.

**Yes:** 5 - Chair Larsen  
Vice Chair Holthaus  
Commissioner Hopkins  
Commissioner Gaudenti  
Commissioner Michitaka

**No:** 0

**Absent:** 2 - Commissioner Caroompas  
Commissioner Wu

## **PUBLIC HEARINGS/GENERAL BUSINESS**

**2.**       [19-0725](#)     Selection of Chair and Vice Chair

Commissioner Michitaka nominated Vice Chair Larsen to serve as the Chair and she accepted.

Vote carried as follows:

**Yes:** 4 - Vice Chair Holthaus  
Commissioner Hopkins  
Commissioner Gaudenti  
Commissioner Michitaka

**No:** 0

**Absent:** 2 - Commissioner Carroompas  
Commissioner Wu

**Abstain:** 1 - Chair Larsen

Commissioner Michitaka nominated Commissioner Holthaus to serve as the Vice Chair and she accepted.

Vote carried as follows:

**Yes:** 4 - Chair Larsen  
Commissioner Hopkins  
Commissioner Gaudenti  
Commissioner Michitaka

**No:** 0

**Absent:** 2 - Commissioner Carroompas  
Commissioner Wu

**Abstain:** 1 - Vice Chair Holthaus

3. [19-0651](#) CONTINUED FROM JUNE 5, 2019: Updates to the Design Guidelines for the Murphy Station Heritage Landmark District: Forward a Recommendation to the City Council to 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)

Principal Planner Amber Blizinski presented the Updating the Design Guidelines for the Murphy Station Heritage Landmark District.

Commissioner Michitaka clarified with staff that the intent of the guidelines is to guide future development and modifications, and not as an enforcement tool to require immediate changes. Vice Chair Larsen complimented staff on the document and all of the hard work that went into it.

MOTION:

Commissioner Hopkins and Vice Chair Holthaus seconded to move staff's recommendation for Alternative 1: Forward a Recommendation to the City Council to Adopt a Resolution (Attachment 3 to the report) Updating the Design Guidelines for the Murphy Station Heritage Landmark District, and Find that the Action is Exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15308 and Section 15061(b)(3).

Motion Carried as follows:

**Yes:** 5 - Chair Larsen  
Vice Chair Holthaus  
Commissioner Hopkins  
Commissioner Gaudenti  
Commissioner Michitaka

**No:** 0

**Absent:** 2 - Commissioner Caroompas  
Commissioner Wu

#### **STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES**

Commissioner Hopkins asked to clarify the timeline for the Plaque Program and Ms. Caliva-Lepe clarified that staff will bring the policy report to the Commission later this year. Ms. Caliva-Lepe noted that an implementation plan would be developed after approval of the program.

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

None.

#### **-Commissioner Comments**

The Commission presented a thank you card to Ms. Caliva-Lepe for her service as the staff liaison to the Commission.

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

None.

#### **ADJOURNMENT**

Chair Larsen adjourned the meeting at 7:28 p.m.





# City of Sunnyvale

## Agenda Item

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**19-0583**

**Agenda Date:** 7/30/2019

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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	Aug 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	Aug 2019	
2/7/19	Produce quarterly report on staff vacancies and include, actual staff total numbers for each department, including part-time positions.	HRD	Jan 2020	
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	Jan 2020	
5/21/19	Info item to Council on paving options available on Wolfe Road and Homestead Avenue area.	DPW	Aug 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.	<b>Fong</b> , Goldman, Klein	ITD	



# City of Sunnyvale

## Agenda Item

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19-0711

Agenda Date: 7/30/2019

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### REPORT TO COUNCIL

#### **SUBJECT**

Staff Responses to City Council Questions and Feedback on the Draft Climate Action Playbook (CAP 2.0) from Council Study Session on March 26, 2019 (Information Only)

#### **BACKGROUND**

On March 26, 2019, staff presented the updated Climate Action Plan ("Draft Climate Action Playbook") to City Council during a Study Session. While staff addressed many of the questions during the meeting, there was not sufficient time to respond to all the questions. Staff responses to outstanding Council questions are provided below.

#### **DISCUSSION**

##### Alignment of Green Building Program with Climate Action Playbook

The updated Green Building Program (adopted May 2019) provides incentives for electrification. The Playbook builds on this Program by examining Reach Codes, in partnership with Silicon Valley Clean Energy (SVCE), as a part of Move 2.E - Evaluate code and permitting processes to streamline building electrification. Reach Codes are building codes that are more advanced than those adopted by the state. They can be a tool to create options within the building code to incentivize electrification, through either performance-based or prescriptive measures.

Currently, SVCE, Peninsula Clean Energy (PCE), and the County of San Mateo's Office of Sustainability are working together with a consultant team to develop draft Reach Codes that their member jurisdictions, including Sunnyvale, may adopt. Staff is working with SVCE and neighboring jurisdictions to evaluate whether Reach Codes can be effectively implemented in Sunnyvale and will solicit community and stakeholder feedback on such a proposal. Staff plans to present a recommendation regarding Reach Codes to City Council in fall 2019. Subsequently, Reach Codes would need to be submitted to the California Public Utilities Commission (CPUC) for approval. Staff will also present a recommendation regarding adoption of the 2019 Building Standards Code in 2019. Both the 2019 Building Code and the Reach Codes would be effective January 1, 2020.

##### Potential for Developing a Policy for Mandatory All-Electric Buildings

Policy to mandate that all new construction is all-electric would require a detailed study and submission of an application to the California Buildings Commission to amend Sunnyvale's Building Code with an appropriate justification. Further technologies to support all-electric buildings, particularly for all building uses (including commercial kitchens), are not yet mature enough to be deployed as a singular approach, which may affect the feasibility of consistently implementing such a policy.

Reach Codes provide an alternative that is an intermediate path between the Green Building Program and mandatory building electrification requirements. The City's Green Building Program has

successfully encouraged sustainable development - commercial and residential buildings that are energy-efficient as well as water efficient and built using materials and methods that promote resource conservation, indoor air quality, and waste minimization during construction. The Green Building Program first provided incentives to encourage voluntary participation for exceeding mandatory design standards, and later mandated those standards in subsequent cycles of the Program. Similarly, Reach Codes still provide options to developers who may choose an all-electric pathway or a mixed fuel pathway (which must achieve higher efficiency standards), while making it significantly easier to construct all-electric buildings. Reach Codes also enable new technologies to mature and become more abundantly available in the marketplace before electrification becomes mandatory. And lastly, if adopted simultaneously in multiple cities in the Bay Area, Reach Codes can help ease the transition for developers and minimize the competitive impacts of such regulations on individual cities. Thus, Reach Codes may pave the path for eventual adoption of mandatory all-electric building codes.

#### Implementing Fee or Tax Changes to Fund Climate Action

Any fee or tax changes proposed as potential funding strategies in the Playbook would involve a study by staff, community engagement to gather public input on the proposed changes, and a recommendation to Council for approval before being implemented. The initial funding approaches that staff has proposed for Game Plan 2022 are to request funding from the General Fund (as included in the City Manager's Adopted Budget for FY 2019/20) and to leverage the City's partnership with SVCE to fund decarbonization programs for buildings and transportation. With Game Plan 2022, staff is also proposing in Move 2.F to study whether a differential Utility User Tax (UUT) designed to incentivize use of clean electricity over natural gas in existing buildings is a viable option for generating revenue for further Playbook implementation. Changes to the UUT would require a ballot measure to secure voter approval prior to implementation.

#### Modifying Play-level Targets

The numerical targets for Plays are set for the selected milestone years of 2030 and 2050, such that the progress of all Plays can be assessed on the same time frame. Below are clarifications of the Play-level targets and the rationale for some of the targets as proposed in the Draft Playbook:

- For Play 1.1, the City's target is to achieve 100% participation in clean electricity by 2030. While the City could possibly achieve this sooner than 2030, there are significant constraints to doing so. 100% participation would include "direct access" electricity customers, who procure directly from energy providers and for whom user information and electricity source information is not available to the City.
- For Play 1.2, the target is calculated as total MWh from local solar divided by the total MWh from the entire community (includes commercial and residential electricity from SVCE, PG&E and direct access). This target takes into account the state's policy requiring solar on all new residential by 2020 and all new commercial by 2030 (effective January 2020). Additional policies to enhance solar for existing buildings in addition to new construction could help accelerate this target; however, such policies are not contemplated in the Game Plan 2022.
- For Plays 2.1 and 2.2, which contemplate complete electrification of existing and new buildings, are ambitious and not easy to achieve. Accelerating the targets further may not be realistic given that Sunnyvale is fairly built out and existing buildings will be challenging to convert to all-electric without substantial investments.
- For Plays 3.1 and 3.2, targets are expressed as a reduction in the total vehicle miles traveled (VMT) in Sunnyvale by all vehicle types divided by the service population (which includes

those who live in Sunnyvale as well as those who work in Sunnyvale). The targets are expressed as a percent reduction in VMT/service population relative to 2016 VMT/service population.

#### Policy Changes with Significant GHG Impact

The Playbook proposes several policy changes. Some examples include:

- Move 2.E, which would examine opportunities to encourage building electrification by streamlining code and permitting;
- Move 2.F, which would investigate the potential to create a differential tax rate for natural gas that would be higher than that for electricity;
- Move 2.H, which would research the potential to pass a mandatory solar ordinance for new commercial developments.

Adoption of the Playbook does not automatically establish these policies; rather, adoption of the Playbook directs staff to pursue evaluation of the approaches and develop proposed policy, which would need to be approved by the City Council in order to be implemented. These policies, if adopted, would potentially create significant reductions in natural gas use and associated emissions. Further policy changes may be proposed in subsequent implementation plans (Game Plans).

#### Engaging the Community for Effective Implementation

Staff recognizes that community engagement is critical to the community adopting new behaviors and achieving emissions reductions. For this reason, Strategy 5 of the Playbook is dedicated to “Empowering Our Community.” Within this, Play 5.1 focuses on creating awareness and engaging the community in climate action. Moves planned through 2022 include Move 5.A, which focuses on building connections between neighbors and creating grassroots engagement; Move 5.E, which focuses on engaging youth on climate change; and Move 5.F, which will engage large businesses to encourage their employees to participate in climate action.

#### Potential Emissions Reductions from Solid Waste

As shown in the staff presentation, solid waste emissions reductions contribute to a very small portion (3%) of the total emissions reductions needed to achieve an overall 80% reduction in emissions below 1990 levels by 2050. This is because the impact of implementing the policies in the Zero Waste Strategic Plan is largely accounted for as an ongoing impact of Climate Action Plan 1.0 (CAP 1.0) implementation. Therefore, only additional strategies identified in the Playbook, beyond those envisioned in the Zero Waste Strategic Plan, provide additional emissions reductions.

Further, addressing single-use plastics is not called out specifically in the Playbook as their greenhouse gas emissions impact, as tracked in the City’s communitywide inventory, is not significant. This issue would be addressed as a part of Move 4.C, which is broadly focused on reducing waste. With the Playbook’s proposed Game Plan 2022, staff does not envision examining the viability of a fee or tax on single-use plastic items to discourage their use; however, such fees or taxes could be considered for future Game Plans and will be examined as part of Study Issue ESD 19-01 in the upcoming fiscal year.



**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: Melody Tovar, Regulatory Programs Division Manager

Reviewed by: Ramana Chinnakotla, Director, Environmental Services

Reviewed by: Trudi Ryan, Director, Community Development

Approved by: Kent Steffens, City Manager