



City of Sunnyvale

Notice and Agenda City Council

Tuesday, October 8, 2019

5:00 PM

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

**Special Meeting: Closed Session - 5 PM | Special Meeting: Study Session - 6 PM |
Regular Meeting - 7 PM**

5 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

[19-1010](#)

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

[19-1059](#)

CONFERENCE WITH LEGAL COUNSEL-PENDING LITIGATION

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

Kirk Kim v. City of Sunnyvale, et al. Case No. 19-CV-355728

5 Adjourn Special Meeting

6 P.M. SPECIAL COUNCIL MEETING (Study Session)**1 Call to Order in the West Conference Room (Open to the Public)****2 Roll Call****3 Public Comment****4 Study Session**[19-0969](#)

Level of Service (LOS) to Vehicle Miles Traveled (VMT)
Transition Update

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**[19-0317](#)

SPECIAL ORDER OF THE DAY - Arts and Humanities Month

[19-0992](#)

SPECIAL ORDER OF THE DAY - Freedom from Workplace
Bullying Week

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** [19-0821](#) Approve City Council Meeting Minutes of September 24, 2019

Recommendation: Approve the City Council Meeting Minutes of September 24, 2019 as submitted.

- 1.B** [19-0885](#) 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** [19-1057](#) Approve a Power Purchase Agreement with Borrego Solar Systems, Inc. for Solar Arrays Installation (F18-175)

Recommendation: Take the following actions:
- Approve a Power Purchase Agreement, in substantially the same form as Attachment 2 to the report, with Borrego Solar Systems, Inc. of Oakland for the installation of solar arrays at the SMaRT Station and the Corporation Yard; and
- Authorize the City Manager to execute the Agreement when all the necessary conditions have been met.

- 1.D** [19-0924](#) Award of Bid No. PW19-22 to Roofing & Solar Construction Inc. for the Roof Replacement of the Chemical Building at the Water Pollution Control Plant Project and Finding of California Environmental Quality Act Categorical Exemption

Recommendation: Take the following actions:

- Make a finding of a categorical exemption from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301(d)
- Award a contract in substantially the same form as Attachment 2 to the report in the amount of \$148,000 to Roofing & Solar Construction Inc.
- Authorize the City Manager to execute the contract when all necessary conditions have been met
- Approve a 10% construction contingency in the amount of \$14,800

1.E [19-0925](#)

Award of Bid No. PW19-24 to Omni Construction Services, Inc. for the Renovation of Golf Buildings at Sunken Gardens Golf Course and Finding of California Environmental Quality Act (CEQA) Categorical Exemption

Recommendation: Take the following actions:

- Make a finding of a categorical exemption from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301(d)
- Award a contract in substantially the same form as Attachment 2 to the report in the amount of \$468,000 to Omni Construction Services, Inc.
- Authorize the City Manager to execute the contract when all necessary conditions have been met
- Approve a 10% construction contingency in the amount of \$46,800

1.F [19-0721](#)

Acceptance of Google Inc.'s voluntary implementation of Bicycle and Pedestrian Facility Improvements on Bordeaux Drive with an estimated construction cost of \$1,573,000 and Finding of Exemption from the California Environmental Quality Act

Recommendation: Alternative 1: Accept Google Inc.'s voluntary implementation of Bicycle and Pedestrian Facility Improvements on Bordeaux Drive with an estimated construction cost of \$1,573,000 and make a finding that the action is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 (c) and (d) for existing streets, sidewalks, bicycle lanes and facilities involving negligible or no expansion and that does not create additional automobile lanes.

- 1.G [19-0845](#) Adopt a Resolution Approving Application(s) for "Per Capita" Grant Funds from the California State Department of Parks and Recreation

Recommendation: Alternative 1: Adopt a resolution approving the City's application for Per Capita grant funds.

- 1.H [19-1012](#) Adopt Ordinance No. 3146-19 to amend Title 6 (ANIMALS) of the Sunnyvale Municipal Code

Recommendation: Adopt Ordinance No. 3146-19

- 1.I [19-1056](#) Adopt Ordinance No. 3147-19 to add Chapter 19.77 ("Inclusionary Below Market Rate Rental Housing") to Title 19 ("Zoning") of the Sunnyvale Municipal Code to create an Inclusionary Rental Housing Program, and adopt a Resolution to amend the Master Fee Schedule and create a Rental Housing In-Lieu Fee.

Recommendation: Adopt Ordinance No. 3147-19

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 [19-0230](#) Appoint Applicants to the Arts Commission, the Bicycle and Pedestrian Advisory Commission, the Parks and Recreation Commission and the Personnel Board

Recommendation: Staff makes no recommendation.

- 3 [19-0676](#) Public Hearing Pursuant to Elections Code Section 10010(a) (2) to Receive Public Comment Regarding the Content of the Refined Draft City Council Districting Maps Published on October 1, 2019, and the Proposed Sequence of Elections

Recommendation: Staff makes no recommendation.

- 4 [19-1009](#) Discussion and Possible Direction on Proposed Amendments to Charter Article VI (The Council) to be Submitted to Voters in the March 2020 Election to Implement City Council By-District Elections

Recommendation: 1. Discuss the proposed amendments to Charter Article VI and provide direction on the outstanding policy issues.
2. If the Council desires further discussion of charter language prior to November 12, direct staff to schedule an additional item on a future agenda.

- 5 [19-1008](#) Presentation and Discussion of Election Sequencing Principles for City Council By-District Elections

Recommendation: This presentation is for discussion only and no action is required or recommended. The Council is scheduled to consider and decide the sequencing of district elections at the time it selects the district maps.

- 6 [19-0840](#) Authorize City Manager to Execute a Cooperative Agreement for Services with City of Santa Clara to Provide Golf Programs and Services

Recommendation: Alternative 1: Authorize the City Manager to execute a five-year agreement, in substantially the same form as Attachment 1 to the report, exclusively with the City of Santa Clara to provide golf programs and services and to extend the term of the Agreement for two one-year periods.

- 7 [19-0944](#) Adopt a Resolution Approving the City Council Regular Meeting Calendar for 2020 through February 2021

Recommendation: Adopt a Resolution Approving the City Council Regular Meeting Calendar for 2020 through February 2021 as submitted.

COUNCILMEMBERS REPORTS ON ACTIVITIES FROM INTERGOVERNMENTAL COMMITTEE ASSIGNMENTS

NON-AGENDA ITEMS & COMMENTS

-Council

-City Manager

INFORMATION ONLY REPORTS/ITEMS

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

[19-0528](#) Tentative Council Meeting Agenda Calendar

[19-0804](#) Board/Commission Meeting Minutes

[19-0814](#) Information/Action Items

ADJOURNMENT**NOTICE TO THE PUBLIC**

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

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

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

Planning a presentation for a City Council meeting?

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

Planning to provide materials to Council?

If you wish to provide the City Council with copies of your presentation materials, please provide 12 copies of the materials to the City Clerk (located to the left of the Council dais). The City Clerk will distribute your items to the Council.

Upcoming Meetings

Visit <https://sunnyvaleca.legistar.com> for upcoming Council, board and commission meeting information.



City of Sunnyvale

Agenda Item

19-1010

Agenda Date: 10/8/2019

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

19-1059

Agenda Date: 10/8/2019

CONFERENCE WITH LEGAL COUNSEL-PENDING LITIGATION

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

Kirk Kim v. City of Sunnyvale, et al. Case No. 19-CV-355728



City of Sunnyvale

Agenda Item

19-0969

Agenda Date: 10/8/2019

Level of Service (LOS) to Vehicle Miles Traveled (VMT) Transition Update



City of Sunnyvale

Agenda Item

19-0317

Agenda Date: 10/8/2019

SPECIAL ORDER OF THE DAY - Arts and Humanities Month



City of Sunnyvale

Agenda Item

19-0992

Agenda Date: 10/8/2019

SPECIAL ORDER OF THE DAY - Freedom from Workplace Bullying Week



City of Sunnyvale

Agenda Item

19-0821

Agenda Date: 10/8/2019

SUBJECT

Approve City Council Meeting Minutes of September 24, 2019

RECOMMENDATION

Approve the City Council Meeting Minutes of September 24, 2019 as submitted.



City of Sunnyvale

Meeting Minutes - Draft

City Council

Tuesday, September 24, 2019

5:30 PM

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

Special Meeting: Study Session - 5:30 PM | Regular Meeting - 7 PM

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

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

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

2 Roll Call

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

3 Public Comment

None.

4 Study Session

[19-0953](#) Board and Commission Interviews

The following individuals were interviewed for vacancies on boards and commissions:

Lauren DeCarlo – Parks and Recreation Commission

Craig Pasqua – Personnel Board

Joyce Park – Bicycle and Pedestrian Advisory Commission

Molly Pickett – Arts Commission

Arwen Dave – Bicycle and Pedestrian Advisory Commission

Derek Mau – Bicycle and Pedestrian Advisory Commission

Kristina Pistone – Bicycle and Pedestrian Advisory Commission

5 Adjourn Special Meeting

Vice Mayor Melton adjourned the meeting at 6:51 p.m.

7 P.M. COUNCIL MEETING

CALL TO ORDER

Mayor Klein called the meeting to order at 7:01 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

SPECIAL ORDER OF THE DAY

[19-0882](#) SPECIAL ORDER OF THE DAY - Recognition of the Climate Action Plan 2.0 Advisory Committee (CAC)

Mayor Klein presented certificates of recognition to Climate Action Plan 2.0 Advisory Committee (CAC) Members. Regulatory Programs Division Manager Melody Tovar and Environmental Programs Manager Nupur Hiremath joined the Mayor in recognizing CAC Members.

[19-0952](#) SPECIAL ORDER OF THE DAY - National Breast Cancer Awareness Month

Mayor Klein presented a proclamation in honor of National Breast Cancer

Awareness Month to Bobbe Smirni. Ms. Smirni provided information and materials for upcoming events.

ORAL COMMUNICATIONS

Virginia Wilson shared concerns regarding gasoline powered leaf blowers and the use of Roundup and similar pesticides.

Margaret Lawson, Sunnyvale Historical Society announced the Eleventh Anniversary Celebration of the Sunnyvale Historical Museum.

Hui Jiang raised concerns regarding City fines added to her property tax bill.

CONSENT CALENDAR

City Manager Kent Steffens requested agenda item 1.E 18-0803- Approve a Power Purchase Agreement with Borrego Solar Systems, Inc. for Solar Arrays Installation (F18-175) be removed from the agenda.

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

The motion carried with the following vote:

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

No: 0

1.A [19-0905](#) Approve City Council Meeting Minutes of September 10, 2019

Approve the City Council Meeting Minutes of September 10, 2019 as submitted.

1.B [19-0788](#) Approve the List(s) of Claims and Bills Approved for Payment
by the City Manager

Approve the list(s) of claims and bills.

1.C [19-0465](#) Authorize the Issuance of a Purchase Order to Papé

Machinery for a John Deere 310SL HL Backhoe (F19-204) for \$101,665.97 excluding \$9,149.31 in sales tax and approve Budget Modification No. 9 in the amount of \$110,816.

Take the following actions:

- Authorize the issuance of a Purchase Order in the amount of \$101,665.97 (including tire fees) excluding \$9,149.31 in sales tax, in substantially the same form as Attachment 1 to the report, to Papé Machinery for one (1) 2019 John Deere 310SL HL Backhoe.
- Approve Budget Modification No. 9 in the amount of \$110,816 to fund the purchase for one (1) 2019 John Deere 310 SL HL Backhoe Truck.

1.D [19-0600](#) Authorize the Issuance of a Blanket Purchase Order to Peterson Power Systems, Inc. for Power Generator Rentals (F19-191)

Take the following actions:

- Authorize the issuance of a blanket purchase order to Peterson Power Systems, Inc. in the amount of \$103,200, in substantially the same form as Attachment 1 to the report.
- Authorize the City Manager to modify or renew the blanket purchase order for one (1) additional one year period, not to exceed budgeted amounts.

1.E [18-0803](#) Approve a Power Purchase Agreement with Borrego Solar Systems, Inc. for Solar Arrays Installation (F18-175)

1.F [19-0799](#) Award of Five On-Call Contracts for Construction Management and Three On-Call Contracts for Quality Assurance Services (F19-149)

Take the following actions:

- Award five (5) three year on call contracts for construction management services and temporary personnel services agreement, with a contract amount not to exceed \$500,000 in substantially the same form as Attachment 1 to the report to: Ghirardelli Associates, CSG Engineering Inc., Hill International, TRC, and MNS Engineers, Inc.
- Award three (3) three year on call contracts for quality assurance services, with a contract amount not to exceed \$300,000 in substantially the same form as Attachment 1 to the report to Applied Material, CTS, and Signet.
- Authorize the City Manager to execute the agreements when all conditions have been met.
- Authorize the City Manager to increase the contracts up to budgeted amount.
- Authorize the City Manager to renew the contracts for up to two additional years

based upon available funding, need, acceptable pricing and service.

- 1.G** [19-0829](#) Award a Contract to Kitchell CEM for Professional Design and Construction Support Services for Fire Station Master Plan (F19-157)

Take the following actions:

- Award a contract in substantially the same form as Attachment 1 to the report in the amount of \$134,386 to Kitchell CEM.
- Authorize the City Manager to execute the contract when all necessary conditions have been met.
- Approve a 22% contingency in the amount of \$29,565.

- 1.H** [19-0851](#) Award of Bid No. PW19-20 to Interstate Grading & Paving, Inc. for Pavement Rehabilitation 2019 and Finding of California Environmental Quality Act (CEQA) Categorical Exemption

Take the following actions:

- Make a finding of categorical exemption from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301(c).
- Award a contract in substantially the same form as Attachment 2 to the report in the amount of \$1,123,531 to Interstate Grading & Paving, Inc.
- Authorize the City Manager to execute the contract when all necessary conditions have been met.
- Approve a 10% construction contingency in the amount of \$112,353.

- 1.I** [19-0884](#) Award a Contract to Baker & Taylor, LLC, for Library Materials and Related Services (F19-126).

Take the following actions:

- Award a contract in substantially the same form as Attachment 1 in the amount of \$1,839,000 to Baker & Taylor, LLC.
- Authorize the City Manager to execute the contract when all necessary conditions have been met.
- Authorize the City Manager to increase the not to exceed contract amount and extend the contract term, with both actions subject to available annual budgeted funding and if pricing and service remain acceptable to the City.

- 1.J** [19-0903](#) Award a Contract to O'Dell Engineering to Study and Provide Professional Design and Construction Support Services for the Computer/Radio Controlled Landscape Median Irrigation Project (F19-116)

Take the following actions:

- Award a contract in substantially the same form as Attachment 1 to the report in the amount of \$181,967 to O'Dell Engineering.
- Authorize the City Manager to execute the contract when all necessary conditions have been met.
- Approve a 10% contingency in the amount of \$18,197.

1.K [19-0939](#) Authorize the Issuance of a Blanket Purchase Order for Microsoft Enterprise Agreement Licenses and a Purchase Order for Perpetual Product Licenses to SHI International Corp. (F20-018)

Take the following actions:

- Authorize the issuance of a three-year Blanket Purchase Order to SHI International Corp., in the amount of \$1,150,000 for Microsoft Enterprise Agreement product licenses for Office 365, Dynamics Constituent Relationship Management (CRM), and productivity office software, in substantially the same form as Attachment 1 to the report.
- Authorize the issuance of a Purchase Order, to SHI International Corp. in the amount of \$382,462.12, for Microsoft perpetual product licenses for a server Operating System (OS) and SQL Server Database, in substantially the same form as Attachment 2 to the report.
- Authorize the City Manager to extend the Blanket Purchase Order for two additional one-year periods and amend the Blanket Purchase Order amount, based on acceptable pricing and available budget.

1.L [19-0732](#) Designate a Voting Delegate and Alternate for the 2019 League of California Cities Annual Conference

Approve the Mayor's nomination of Councilmember Nancy Smith as Voting Delegate and City Manager Kent Steffens as Alternate.

1.M [19-0950](#) Approve City Position on Proposed League of California Cities' 2019 Annual Conference Resolutions

Approve a support position for the proposed Resolution #1, Local Municipal Authority, Control, and Revenue; and take no position for the proposed Resolution #2, Repeal Preemption of Regulating Pesticides, and authorize the City's voting delegate/alternates to cast votes consistent with the City Council's adopted positions.

1.N [19-0943](#) Endorse the Slate of Candidates for the League of California

Cities Peninsula Division Election of Executive Committee
Officers 2019/20

Endorse the slate of candidates for the Peninsula Division Executive Committee for 2019/20:

- a. President: Marico Sayoc, Councilmember, Los Gatos
- b. Vice President: Shelly Masur, Councilmember, Redwood City
- c. Treasurer: Nancy Smith, Councilmember, Sunnyvale
- d. Secretary: Neysa Fligor, Councilmember, Los Altos
- e. Board Director (Two Year Term): Emily Beach, Councilmember, Burlingame
- f. Board Liaison: Alicia Aguirre, Councilmember, Redwood City
- g. San Mateo County Representative: Mark Nogales, Councilmember, South San Francisco
- h. Santa Clara County Representative: John McKay, Councilmember, Morgan Hill
- i. Legislative Action Committee, Santa Clara: Charles "Chappie" Jones, Councilmember, San Jose
- j. Legislative Action Committee, San Mateo: Julia Mates, Councilmember, Belmont
- k. Past President: Larry Moody, Councilmember, East Palo Alto

PUBLIC HEARINGS/GENERAL BUSINESS

- 2 [19-0932](#) Introduce an Ordinance to add Chapter 19.77 ("Inclusionary Below Market Rate Rental Housing") to Title 19 ("Zoning") of the Sunnyvale Municipal Code to create an Inclusionary Rental Housing Program, and adopt a Resolution to amend the Master Fee Schedule and create a Rental Housing In-Lieu Fee.

Housing Officer Jenny Carloni provided the staff report and presentation.

Public Hearing opened at 8:46 p.m.

Gail Rubino supports the requirement for inclusionary housing built on-site.

Robert Stromberg, Destination Home shared support for targeting an average of 60% Area Median Income (AMI) and Rental Housing In-Lieu Fee Option 3.

Brennan Robins, Intern, Greenbelt Alliance voiced support for the joint vision submitted by Greenbelt Alliance, Livable Sunnyvale and Silicon Valley @ Home.

Tim Kerr stated his support for the Inclusionary Housing Ordinance in an effort to

provide affordable housing and reduce homelessness.

David Wessel, Silicon Valley Organizing Committee reported the Committee's support for Rental Housing In-Lieu Fee Option 3.

Kriti Garg, Silicon Valley @ Home outlined the joint vision submitted by Greenbelt Alliance, Livable Sunnyvale and Silicon Valley @ Home.

Linda Davis voiced support for the Staff recommendation and prefers inclusionary housing over in-lieu fees.

Serge Rudaz stated his support for Alternatives 1 and 4, along with Alternative 5 if Rental Housing In-Lieu Fee Option 3 is selected.

Mike Serrone, Livable Sunnyvale commented on his support for the Inclusionary Housing Ordinance and the joint vision submitted by Greenbelt Alliance, Livable Sunnyvale and Silicon Valley @ Home. He suggested speeding up the project approval process.

Sue Serrone shared support for the Inclusionary Housing Ordinance, with a preference for Rental Housing In-Lieu Fee Option 3. She preferred eliminating the fees proposed for 3-6 unit developments.

Julia Liu voiced support for the Inclusionary Housing Ordinance and her preference to eliminate the in-lieu fee option. She reported the need for elder caregivers will continue to increase and they will require affordable housing options.

Dennis Martin, Building Industry Association (BIA) Bay Area referenced a Turner Center for Housing Innovation report that identifies development allowances necessary for a project subject to 15% inclusionary housing at 60% AMI to be profitable.

Richard Mehlinger, Livable Sunnyvale, communicated support for Rental Housing In-Lieu Fee Option 3, removing in-lieu fee requirements for 3-6 unit projects and provide some level flexibility for the downtown Cityline project.

Angela Rausch voiced support for the staff recommendation and shared concerns regarding the number of people becoming homeless.

Hui Jiang raised concerns regarding fees being set so high as to make projects unprofitable. She suggested reductions in parking requirements can help encourage housing production.

Martin Pyne shared his support of the Inclusionary Housing Ordinance and the impact it can have in addressing the climate crisis.

Public Hearing closed at 9:23 p.m.

MOTION: Councilmember Fong moved and Vice Mayor Melton seconded the motion to eliminate the Small Project In-Lieu Fee.

The motion failed with the following vote:

Yes: 1 - Councilmember Fong

No: 5 - Mayor Klein
Councilmember Larsson
Councilmember Hendricks
Councilmember Smith
Councilmember Goldman

Abstain: 1 - Vice Mayor Melton

MOTION: Vice Mayor Melton moved and Mayor Klein seconded the motion to approve Alternative 3 and direct Staff to return with language that exempts STC Venture LLC's CityLine project from these requirements.

The motion failed with the following vote:

Yes: 2 - Vice Mayor Melton
Councilmember Smith

No: 5 - Mayor Klein
Councilmember Larsson
Councilmember Hendricks
Councilmember Goldman
Councilmember Fong

MOTION: Councilmember Hendricks moved and Councilmember Fong seconded

the motion to approve Alternative 1: Introduce an ordinance to add Chapter 19.77 ("Inclusionary Below Market Rate Rental Housing ") to Title 19 ("Zoning") of the Sunnyvale Municipal Code to create an Inclusionary Rental Housing Program (Attachment 3 to the report).

The motion carried with the following vote:

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

No: 0

MOTION: Councilmember Hendricks moved and Councilmember Larsson seconded the motion to approve Alternative 4: Approve a Resolution to amend the Master Fee Schedule and create a new Small Rental Project In Lieu Fee of \$12.50 per habitable square foot and a new Large Rental Project In-Lieu Fee of \$25.00 per habitable square foot, adjusted annually as part of the City Fee Schedule (Attachment 4 to the report).

The motion carried with the following vote:

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

No: 0

Council took a break at 10:18 p.m. and reconvened with all Councilmembers present at 10:27 p.m.

Municipal Code to Modernize and Reorganize Content

Neighborhood Preservation Manager Christy Gunvalsen and Senior Community Services Officer Michelle Morgan provided the staff report and presentation.

Public Hearing opened at 11:01 p.m.

Meredith Moseley voiced support of the Ordinance except for the 20-foot distance from inhabitable dwelling distance for small animals or livestock.

Zachary Kaufman questioned what would happen if someone moved to Sunnyvale and already owned more than the allowed number of dogs and cats.

Terry Sturtevant requested additional off-leash park options and equal treatment of male and female dogs.

Cynthia Hayes Rupp encouraged the City to allow additional off-leash options, with the understanding that most dog owners are responsible.

Carol Stanek supported the study of unfenced and off-leash areas. She reported Cupertino is launching a pilot of an unfenced, off-leash area.

Dr. Christie Kamiya, Humane Society Silicon Valley raised concerns regarding some of the fiscal impacts of the proposed ordinance and the costs for redeeming a lost animal.

Norm Nelson voiced support for the ordinance and off-leash options.

Karen Platt requested off-leash hours for dogs at San Antonio Park.

Public Hearing closed at 11:22 p.m.

MOTION: Vice Mayor Melton moved and Councilmember Fong seconded the motion to approve Alternative 1: Introduce an Ordinance amending Title 6 of the Sunnyvale Municipal Code to modernize and reorganize Title 6.

AMENDMENT: Mayor Klein moved and Councilmember Fong seconded the motion to add to 6.04.120(b)(5) prohibit unsprayed or un-neutered dogs over 18 months old from dog parks

The amendment carried with the following vote:

Yes: 6 - Mayor Klein
Councilmember Larsson
Councilmember Hendricks
Councilmember Smith
Councilmember Goldman
Councilmember Fong

No: 0

Abstain: 1 - Vice Mayor Melton

The motion carried by the following vote:

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

No: 0

MOTION: Councilmember Larsson moved and Vice Mayor Melton seconded the motion to hear agenda item 4.

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

4 [19-0940](#) Adopt a Resolution Amending the City's Salary Resolution and

the Schedule of Pay to Increase the Salary Ranges for Pay
Plan Category F (Unclassified Department Directors)

City Manager Kent Steffens provided the staff report.

Public Hearing opened at 11:53 p.m.

No speakers.

Public Hearing closed at 11:53 p.m.

MOTION: Councilmember Hendricks moved and Councilmember Larsson seconded the motion to approve Alternative 1: Adopt a Resolution Amending the City's Salary Resolution and the Schedule of Pay to Adjust the Salary Ranges for Pay Plan Category F (Unclassified Department Director).

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: Vice Mayor Melton moved and Councilmember Larsson 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 provided an update on state legislation pertaining to creating Regional Housing Needs Allocation sub-regions.

Councilmember Goldman shared his attendance at a recent Grand Boulevard Initiative meeting. The topic of free community shuttles around 2-3 cities to alleviate local congestion was discussed at the meeting.

NON-AGENDA ITEMS & COMMENTS**-Council**

Vice Mayor Melton commented on the work planned along Wolfe Road as outlined in Item 19-0648- Wolfe Road Pavement Options (Information Only) and suggested a timeline for easement acquisition be set for the associated undergrounding project.

-City Manager

None.

INFORMATION ONLY REPORTS/ITEMS

<u>19-0519</u>	Tentative Council Meeting Agenda Calendar
<u>19-0803</u>	Board/Commission Meeting Minutes
<u>19-0813</u>	Information/Action Items
<u>19-0917</u>	Boards and Commissions Semi-Annual Attendance Report, January - June 2019 (Information Only)
<u>19-0648</u>	Wolfe Road Pavement Options (Information Only)
<u>19-0948</u>	Study Session Summary of August 27, 2019 - Sunnyvale Clean Water Program Administration and Lab Building Site and Architecture Update

ADJOURNMENT

Mayor Klein adjourned the meeting at 12:03 a.m.



City of Sunnyvale

Agenda Item

19-0885

Agenda Date: 10/8/2019

REPORT TO COUNCIL

SUBJECT

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

BACKGROUND

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

<u>List No.</u>	<u>Date</u>	<u>Total Disbursements</u>
990	09-08-19 through 09-14-19	\$2,696,645.83
991	09-15-19 through 09-21-19	\$975,268.36

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

9/24/2019

City of Sunnyvale

LIST # 990

List of All Claims and Bills Approved for Payment
For Payments Dated 9/8/2019 through 9/14/2019

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
xxx317631	9/10/19	AMA GOLF	200439	Inventory Purchase	758.18	0.00	758.18	\$758.18
xxx317632	9/10/19	ABLE SEPTIC TANK SERVICE	51908	Construction Services	490.00	0.00	490.00	\$490.00
xxx317633	9/10/19	ACADEMY OF TRUCK DRIVING INC	1890	DED Services/Training - Training	504.10	0.00	504.10	\$504.10
xxx317634	9/10/19	ACCESS HARDWARE	5725334-CM	Bldg Maint Matls & Supplies	-991.47	0.00	-991.47	\$869.89
			5725984-IN	Bldg Maint Matls & Supplies	272.05	0.00	272.05	
			5728556-IN	Bldg Maint Matls & Supplies	339.06	0.00	339.06	
			5732506-IN	Bldg Maint Matls & Supplies	1,055.28	0.00	1,055.28	
			5732632-IN	Bldg Maint Matls & Supplies	194.97	0.00	194.97	
xxx317635	9/10/19	AERVA INC	654	Software Licensing & Support	3,693.75	0.00	3,693.75	\$3,693.75
xxx317636	9/10/19	AFFORDABLE TURF & SPECIALTY TIRE	1032975	Parts, Vehicles & Motor Equip	187.32	0.00	187.32	\$187.32
xxx317637	9/10/19	AIRGAS USA LLC	9964731422	Equipment Rental/Lease	532.47	0.00	532.47	\$532.47
xxx317638	9/10/19	ALTEC INDUSTRIES INC	11213349	Parts, Vehicles & Motor Equip	56.30	0.00	56.30	\$56.30
xxx317639	9/10/19	ALWAYS UNDER PRESSURE	90426	Equipment Rental/Lease	485.56	0.00	485.56	\$1,862.11
			90510	Equipment Rental/Lease	1,376.55	0.00	1,376.55	
xxx317640	9/10/19	AMERICAN WATER WORKS ASSN	00134980-2019	Membership Fees	6,021.00	0.00	6,021.00	\$6,021.00
xxx317641	9/10/19	ASSOCIATED INFRASTRUCTURE MGMT SERVICES	2018-027	Consultants	5,465.46	0.00	5,465.46	\$5,465.46
xxx317642	9/10/19	AVEPOINT PUBLIC SECTOR INC	1709081000C	Software Licensing & Support	3,466.40	0.00	3,466.40	\$3,466.40
xxx317643	9/10/19	BAKER & TAYLOR	4012601865	Library Acquisitions, Books	163.81	0.00	163.81	\$163.81
xxx317644	9/10/19	BAY AREA TRENCHLESS	82719	Construction Services	8,700.00	0.00	8,700.00	\$8,700.00
xxx317645	9/10/19	BAY-VALLEY PEST CONTROL INC	0260979	Contracts/Service Agreements	88.00	0.00	88.00	\$88.00
xxx317646	9/10/19	BURTONS FIRE INC	11020	Parts, Vehicles & Motor Equip	184.04	0.00	184.04	\$621.29
			S45629	Parts, Vehicles & Motor Equip	252.33	0.00	252.33	
			S45797	Parts, Vehicles & Motor Equip	184.92	0.00	184.92	
xxx317647	9/10/19	CALIFORNIA DEPT OF GENERAL SERVICES	1416839	Utilities - Gas	33,788.40	0.00	33,788.40	\$33,788.40
xxx317648	9/10/19	CALLANDER ASSOCIATES LANDSCAPE ARCHITEC	18054-10	Consultants	1,272.25	0.00	1,272.25	\$1,272.25
xxx317649	9/10/19	CARAHSOFT TECHNOLOGY CORPORATION	IN667323	Library Periodicals/Databases	15,750.00	0.00	15,750.00	\$15,750.00
xxx317650	9/10/19	COAST COUNTIES PETERBILT						\$41.15

9/24/2019

City of Sunnyvale

LIST # 990**List of All Claims and Bills Approved for Payment**

For Payments Dated 9/8/2019 through 9/14/2019

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
			0184028P	Parts, Vehicles & Motor Equip	41.15	0.00	41.15	
xxx317651	9/10/19	CONTROL TECH WEST INC	2465REV	Miscellaneous Equipment Parts & Supplies	-16,731.50	0.00	-16,731.50	\$5,079.10
			2705	Miscellaneous Equipment Parts & Supplies	16,731.50	0.00	16,731.50	
			2745	Engineering Services	5,079.10	0.00	5,079.10	
xxx317652	9/10/19	COPWARE INC	84734	Software As a Service	2,760.00	0.00	2,760.00	\$2,760.00
xxx317653	9/10/19	DELL MARKETING LP	10337060900	Computer Hardware	2,052.53	0.00	2,052.53	\$5,682.03
			103378106004	Computer Hardware	3,629.50	0.00	3,629.50	
xxx317654	9/10/19	DEPARTMENT OF JUSTICE	396553	Pre-Employment Testing	608.00	0.00	608.00	\$608.00
xxx317655	9/10/19	E-Z-GO TEXTRON INC	91832659	Parts, Vehicles & Motor Equip	687.95	0.00	687.95	\$2,397.82
			91878677	Parts, Vehicles & Motor Equip	535.77	0.00	535.77	
			91895596	Parts, Vehicles & Motor Equip	197.76	0.00	197.76	
			91895597	Parts, Vehicles & Motor Equip	91.75	0.00	91.75	
			91895598	Parts, Vehicles & Motor Equip	94.98	0.00	94.98	
			91898420	Parts, Vehicles & Motor Equip	789.61	0.00	789.61	
xxx317656	9/10/19	EATON PUMPS SALES AND SERVICE	21233	Miscellaneous Services	32,058.00	0.00	32,058.00	\$32,058.00
xxx317657	9/10/19	EMPIRE SAFETY & SUPPLY	0101955-IN	Inventory Purchase	59.95	0.00	59.95	\$1,101.12
			0101965-IN	Inventory Purchase	1,041.17	0.00	1,041.17	
xxx317658	9/10/19	ENNIS PAINT INC	376702	Materials - Land Improve	8,240.40	0.00	8,240.40	\$8,240.40
xxx317659	9/10/19	FISHER SCIENTIFIC CO LLC	3131459	General Supplies	997.73	0.00	997.73	\$1,491.09
			3711204	General Supplies	493.36	0.00	493.36	
xxx317660	9/10/19	FLEETPRIDE INC	20006009	Inventory Purchase	50.14	0.00	50.14	\$448.24
			32908630	Parts, Vehicles & Motor Equip	141.16	0.00	141.16	
			34009195	Parts, Vehicles & Motor Equip	256.94	0.00	256.94	
xxx317661	9/10/19	FOSTER BROS SECURITY SYSTEMS INC	308945	Parts, Vehicles & Motor Equip	32.26	0.00	32.26	\$63.46
			313945	Bldg Maint Matls & Supplies	31.20	0.00	31.20	
xxx317662	9/10/19	GCS ENVIRONMENTAL EQUIPMENT SERVICES INC	19824	Parts, Vehicles & Motor Equip	231.12	0.00	231.12	\$581.21
			19878	Parts, Vehicles & Motor Equip	350.09	0.00	350.09	
xxx317663	9/10/19	GALE/CENGAGE LEARNING	67603773	Library Acquisitions, Books	27.03	0.00	27.03	\$92.41
			67658482	Library Acquisitions, Books	33.13	0.00	33.13	
			67687893	Library Acquisitions, Books	32.25	0.00	32.25	
xxx317664	9/10/19	GARDENLAND POWER EQUIPMENT	694821	Parts, Vehicles & Motor Equip	177.70	0.00	177.70	\$333.77

9/24/2019

City of Sunnyvale

LIST # 990**List of All Claims and Bills Approved for Payment**

For Payments Dated 9/8/2019 through 9/14/2019

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
xxx317665	9/10/19	GOLDEN GATE MECHANICAL INC	699250	Parts, Vehicles & Motor Equip	128.81	0.00	128.81	
			699253	Parts, Vehicles & Motor Equip	27.26	0.00	27.26	
			33516	Facilities Maint & Repair - Labor	1,186.04	0.00	1,186.04	\$1,493.04
			33582	Facilities Maint & Repair - Labor	307.00	0.00	307.00	
xxx317666	9/10/19	GOLDEN GATE TRUCK CENTER	F005933056:01	Parts, Vehicles & Motor Equip	71.58	0.00	71.58	\$71.58
xxx317667	9/10/19	GOODYEAR COMMERCIAL TIRE & SERVICE CTR	189-1100935	Inventory Purchase	-583.14	0.00	-583.14	\$3,010.54
			189-1100937	Inventory Purchase	403.58	0.00	403.58	
			189-1101840	Parts, Vehicles & Motor Equip	216.93	0.00	216.93	
			189-1101841	Parts, Vehicles & Motor Equip	216.93	0.00	216.93	
			189-1101843	Parts, Vehicles & Motor Equip	988.00	0.00	988.00	
			189-1101847	Parts, Vehicles & Motor Equip	216.93	0.00	216.93	
			189-1101875	Parts, Vehicles & Motor Equip	832.11	0.00	832.11	
			189-1101885	Parts, Vehicles & Motor Equip	146.56	0.00	146.56	
			189-1101892	Parts, Vehicles & Motor Equip	129.27	0.00	129.27	
			189-1101896	Parts, Vehicles & Motor Equip	387.81	0.00	387.81	
			189-1101982	Parts, Vehicles & Motor Equip	55.56	0.00	55.56	
xxx317669	9/10/19	GRANITEROCK CO	1193762	Materials - Land Improve	6,161.45	0.00	6,161.45	\$6,161.45
xxx317670	9/10/19	H K AVERY CONSTRUCTION	2819	Facilities Maint & Repair - Labor	550.00	0.00	550.00	\$875.00
			2819	Facilities Maint & Repair - Materials	325.00	0.00	325.00	
xxx317671	9/10/19	H T HARVEY & ASSOC	52774	Miscellaneous Services	1,471.19	0.00	1,471.19	\$1,471.19
xxx317672	9/10/19	HAINES & COMPANY INC	INV3946	Software As a Service	761.25	0.00	761.25	\$797.09
			INV3946	General Supplies	35.84	0.00	35.84	
xxx317673	9/10/19	HIGH LINE SOFTWARE INC	1394	Computer Software	2,500.00	0.00	2,500.00	\$2,500.00
xxx317674	9/10/19	IDEXX DISTRIBUTION INC	3051786933	General Supplies	1,544.32	0.00	1,544.32	\$7,599.43
			3052184687	General Supplies	5,773.11	0.00	5,773.11	
			3052184688	General Supplies	282.00	0.00	282.00	
xxx317675	9/10/19	ICONIX WATERWORKS	17913032097	Materials - Land Improve	238.79	0.00	238.79	\$735.59
			17913032306	Materials - Land Improve	496.80	0.00	496.80	
xxx317676	9/10/19	INDEPENDENT ELECTRIC SUPPLY INC	S104355541.001	Bldg Maint Matls & Supplies	435.38	0.00	435.38	\$435.38
xxx317677	9/10/19	INGRAM LIBRARY SERVICES INC	41471057	Library Acquisitions, Books	-29.39	0.00	-29.39	\$31,252.31
			41702902	Library Acquisitions, Books	107.04	0.00	107.04	

9/24/2019

City of Sunnyvale

LIST # 990**List of All Claims and Bills Approved for Payment**

For Payments Dated 9/8/2019 through 9/14/2019

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
			41702902	Library Materials Preprocessing	6.61	0.00	6.61	
			41702906	Library Acquisitions, Books	989.58	0.00	989.58	
			41702906	Library Materials Preprocessing	873.84	0.00	873.84	
			41702907	Library Acquisitions, Books	1,688.39	0.00	1,688.39	
			41702907	Library Materials Preprocessing	552.29	0.00	552.29	
			41702908	Library Acquisitions, Books	328.72	0.00	328.72	
			41702909	Library Acquisitions, Books	1,141.99	0.00	1,141.99	
			41702909	Library Materials Preprocessing	68.93	0.00	68.93	
			41702910	Library Acquisitions, Books	8,781.67	0.00	8,781.67	
			41702910	Library Materials Preprocessing	1,635.14	0.00	1,635.14	
			41702911	Library Acquisitions, Books	10,279.03	0.00	10,279.03	
			41702911	Library Materials Preprocessing	1,000.45	0.00	1,000.45	
			41702912	Library Acquisitions, Books	3,398.54	0.00	3,398.54	
			41702912	Library Materials Preprocessing	429.48	0.00	429.48	
xxx317679	9/10/19	INNOVATIVE INTERFACES INC	INV-INC22854	Computer Software	2,804.00	0.00	2,804.00	\$2,804.00
xxx317680	9/10/19	JAKES OF SUNNYVALE	83019	Food Products	92.49	0.00	92.49	\$92.49
xxx317681	9/10/19	JAVELCO EQUIPMENT SERVICE INC	55812	Parts, Vehicles & Motor Equip	20.69	0.00	20.69	\$103.51
			55822	Parts, Vehicles & Motor Equip	16.90	0.00	16.90	
			55836	Parts, Vehicles & Motor Equip	65.92	0.00	65.92	
xxx317682	9/10/19	KAPPE ARCHITECTS	1546	Consultants	2,401.55	0.00	2,401.55	\$2,401.55
xxx317683	9/10/19	KENNEDY JENKS CONSULTANTS	132596	HazMat Disposal - Hazardous Waste Disposal	3,546.40	0.00	3,546.40	\$3,546.40
xxx317684	9/10/19	KIDZ LOVE SOCCER	KLSAUGCAMP 2019	Rec Instructors/Officials	2,817.92	0.00	2,817.92	\$2,817.92
xxx317685	9/10/19	KIPCO CORP	191380	Miscellaneous Equipment Parts & Supplies	154.97	0.00	154.97	\$154.97
xxx317686	9/10/19	KONECRANES INC	154161308	Equipment Maintenance & Repair Labor	1,980.00	0.00	1,980.00	\$1,980.00
xxx317687	9/10/19	LANCESOFT, INC.	LR-2019-24354	Professional Services	3,600.00	0.00	3,600.00	\$3,600.00
xxx317688	9/10/19	LAWSON PRODUCTS INC	9306995141	Miscellaneous Equipment Parts & Supplies	151.10	0.00	151.10	\$151.10
xxx317689	9/10/19	LEVEL 3 COMMUNICATIONS LLC	84278583	Telecommunication Services	4,757.51	0.00	4,757.51	\$4,757.51
xxx317690	9/10/19	MM COMMUNICATIONS	INV-0553	Miscellaneous Services	400.00	0.00	400.00	\$900.00
			INV-0554	Miscellaneous Services	500.00	0.00	500.00	
xxx317691	9/10/19	MAHAN AND SONS INC	1717	Services Maintain Land Improv	1,030.00	0.00	1,030.00	\$1,030.00

9/24/2019

City of Sunnyvale

LIST # 990**List of All Claims and Bills Approved for Payment**

For Payments Dated 9/8/2019 through 9/14/2019

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
xxx317692	9/10/19	MALLORY SAFETY & SUPPLY LLC	4703707	Inventory Purchase	468.70	0.00	468.70	\$589.03
			4703726	Inventory Purchase	120.33	0.00	120.33	
xxx317693	9/10/19	MCMaster CARR SUPPLY CO	14616504	General Supplies	86.38	0.00	86.38	\$743.89
			14616505	General Supplies	115.65	0.00	115.65	
			14645413	Miscellaneous Equipment Parts & Supplies	203.46	0.00	203.46	
			15020855	Hand Tools	338.40	0.00	338.40	
xxx317694	9/10/19	METROPOLITAN PLANNING GROUP	1001239	Professional Services	7,431.25	0.00	7,431.25	\$7,431.25
xxx317695	9/10/19	MIDWEST TAPE	97794044	Library Acquis, Audio/Visual	45.59	0.00	45.59	\$3,027.47
			97794045	Library Acquis, Audio/Visual	641.93	0.00	641.93	
			97794047	Library Acquis, Audio/Visual	16.34	0.00	16.34	
			97875081	Library Periodicals/Databases	2,322.16	0.00	2,322.16	
			97877989	Library Materials Preprocessing	1.45	0.00	1.45	
xxx317696	9/10/19	MOUNTAIN VIEW GARDEN CENTER	100077	Materials - Land Improve	208.57	0.00	208.57	\$1,420.93
			100121	Materials - Land Improve	251.79	0.00	251.79	
			100147	Materials - Land Improve	82.30	0.00	82.30	
			100226	Materials - Land Improve	251.79	0.00	251.79	
			100273	Materials - Land Improve	251.79	0.00	251.79	
			100344	Materials - Land Improve	251.79	0.00	251.79	
			100394	Materials - Land Improve	122.90	0.00	122.90	
			99976R	Materials - Land Improve	-84.91	0.00	-84.91	
			99978	Materials - Land Improve	84.91	0.00	84.91	
xxx317697	9/10/19	MUSICTIME INC	81631	Books & Publications	443.26	0.00	443.26	\$443.26
xxx317698	9/10/19	NATIONAL BUSINESS FURNITURE	MK523661	Furniture	3,412.79	0.00	3,412.79	\$3,412.79
xxx317699	9/10/19	OTIS ELEVATOR COMPANY	SJ17315001	Facilities Maintenance & Repair Labor	23,288.93	0.00	23,288.93	\$25,847.16
			SJ19169001	Facilities Maintenance & Repair Labor	1,619.00	0.00	1,619.00	
			SJ19314001	Facilities Maintenance & Repair Labor	939.23	0.00	939.23	
xxx317700	9/10/19	OVERDRIVE INC	910CO19167109	Library Periodicals/Databases	8,371.92	0.00	8,371.92	\$8,476.39
			910DA19159784	Library Periodicals/Databases	35.00	0.00	35.00	
			910DA19165150	Library Periodicals/Databases	69.47	0.00	69.47	
xxx317701	9/10/19	P&R PAPER SUPPLY CO INC	30273037-00	Inventory Purchase	246.53	0.00	246.53	\$3,150.27
			30273697-00	Inventory Purchase	29.62	0.00	29.62	

9/24/2019

City of Sunnyvale

LIST # 990**List of All Claims and Bills Approved for Payment**

For Payments Dated 9/8/2019 through 9/14/2019

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
			30273698-00	Inventory Purchase	-61.36	0.00	-61.36	
			30274844-00	Inventory Purchase	2,935.48	0.00	2,935.48	
xxx317702	9/10/19	PACIFIC WEST SECURITY INC	24476	Facilities Maintenance & Repair Labor	205.00	0.00	205.00	\$205.00
xxx317703	9/10/19	PAN PACIFIC SUPPLY CO INC	29602929	Water/Wastewater Treat Equip	22,362.00	0.00	22,362.00	\$22,362.00
xxx317704	9/10/19	PETERSON	PC240034236	Miscellaneous Equipment Parts & Supplies	1,470.11	0.00	1,470.11	\$1,510.11
			PC240034237	Mailing & Delivery Services	40.00	0.00	40.00	
xxx317705	9/10/19	POWER PLAN - OIB	11601691	Parts, Vehicles & Motor Equip	163.79	0.00	163.79	\$205.28
			11613815	Parts, Vehicles & Motor Equip	41.49	0.00	41.49	
xxx317706	9/10/19	R & B CO	S1875717.001	Water Backflow Valves	206.05	0.00	206.05	\$206.05
xxx317707	9/10/19	R.E.P NUT N BOLT GUY	30772	Inventory Purchase	205.51	0.00	205.51	\$205.51
xxx317708	9/10/19	RADGOV INC	CSV19062301	Professional Services	2,800.00	0.00	2,800.00	\$2,800.00
xxx317709	9/10/19	REED & GRAHAM INC	952723	Materials - Land Improve	5,081.51	0.00	5,081.51	\$35,224.64
			955473	Materials - Land Improve	3,343.20	0.00	3,343.20	
			955613	Materials - Land Improve	5,722.24	0.00	5,722.24	
			955899	Materials - Land Improve	9,297.89	0.00	9,297.89	
			956246	Materials - Land Improve	5,786.56	0.00	5,786.56	
			956457	Materials - Land Improve	3,207.86	0.00	3,207.86	
			956458	Materials - Land Improve	2,785.38	0.00	2,785.38	
xxx317710	9/10/19	ROBIN PICKEL	RP2019JA	Rec Instructors/Officials	2,187.90	0.00	2,187.90	\$2,187.90
xxx317711	9/10/19	ROTO ROOTER	19321188126	Facilities Maintenance & Repair Labor	1,475.00	0.00	1,475.00	\$1,475.00
xxx317712	9/10/19	SAFEWAY INC	435362-090519	Food Products	13.06	0.00	13.06	\$64.10
			729148-090519	Food Products	51.04	0.00	51.04	
xxx317713	9/10/19	SECURITY ALERT SYSTEMS OF CALIFORNIA INC	073522	Facilities Maintenance & Repair Labor	250.00	0.00	250.00	\$250.00
xxx317714	9/10/19	SHAPE INC	126093	Misc Equip Maint & Repair - Materials	1,290.56	0.00	1,290.56	\$9,994.19
			126094	Misc Equip Maint & Repair - Labor	2,154.50	0.00	2,154.50	
			126095	Misc Equip Maint & Repair - Materials	3,186.07	0.00	3,186.07	
			126099	Misc Equip Maint & Repair - Labor	834.50	0.00	834.50	
			126100	Misc Equip Maint & Repair - Materials	1,804.06	0.00	1,804.06	
			126101	Misc Equip Maint & Repair - Labor	724.50	0.00	724.50	
xxx317715	9/10/19	SPARTAN TOOL LLC	616247	Misc Equip Maint & Repair - Labor	100.00	0.00	100.00	\$326.36

9/24/2019

City of Sunnyvale

LIST # 990**List of All Claims and Bills Approved for Payment**

For Payments Dated 9/8/2019 through 9/14/2019

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
			616247	Misc Equip Maint & Repair - Materials	226.36	0.00	226.36	
xxx317716	9/10/19	STATCOMM INC	142588	Facilities Maintenance & Repair Labor	270.00	0.00	270.00	\$270.00
xxx317717	9/10/19	SUBURBAN PROPANE	2511730	Fuel, Oil & Lubricants	135.18	0.00	135.18	\$163.95
			2511769	Fuel, Oil & Lubricants	28.77	0.00	28.77	
xxx317718	9/10/19	SUNNYVALE FORD	153973	Parts, Vehicles & Motor Equip	49.05	0.00	49.05	\$3,627.53
			154004	Parts, Vehicles & Motor Equip	467.96	0.00	467.96	
			154021	Parts, Vehicles & Motor Equip	96.92	0.00	96.92	
			154091	Parts, Vehicles & Motor Equip	446.46	0.00	446.46	
			154111	Parts, Vehicles & Motor Equip	140.27	0.00	140.27	
			154141	Parts, Vehicles & Motor Equip	57.65	0.00	57.65	
			154171	Parts, Vehicles & Motor Equip	150.47	0.00	150.47	
			154171-1	Parts, Vehicles & Motor Equip	238.27	0.00	238.27	
			154375	Parts, Vehicles & Motor Equip	151.34	0.00	151.34	
			154375-1	Parts, Vehicles & Motor Equip	36.49	0.00	36.49	
			154416	Parts, Vehicles & Motor Equip	107.64	0.00	107.64	
			154438	Parts, Vehicles & Motor Equip	245.24	0.00	245.24	
			154442	Parts, Vehicles & Motor Equip	18.52	0.00	18.52	
			154460	Parts, Vehicles & Motor Equip	2.75	0.00	2.75	
			154467	Parts, Vehicles & Motor Equip	971.97	0.00	971.97	
			154514	Parts, Vehicles & Motor Equip	47.35	0.00	47.35	
			154525	Parts, Vehicles & Motor Equip	99.59	0.00	99.59	
			154568	Parts, Vehicles & Motor Equip	154.40	0.00	154.40	
			154581	Parts, Vehicles & Motor Equip	35.73	0.00	35.73	
			154765	Parts, Vehicles & Motor Equip	6.28	0.00	6.28	
			154784	Parts, Vehicles & Motor Equip	103.18	0.00	103.18	
xxx317720	9/10/19	TERI BLACK & COMPANY LLC	19-0905-137	Professional Services	4,814.35	0.00	4,814.35	\$4,814.35
xxx317721	9/10/19	THE HOME DEPOT PRO	509902532	Inventory Purchase	848.24	7.78	840.46	\$2,417.25
			510153489	Inventory Purchase	146.53	1.34	145.19	
			510329535	Inventory Purchase	1,444.86	13.26	1,431.60	
xxx317722	9/10/19	THOMSON REUTERS ELITE	06-818414	Software Licensing & Support	2,643.92	0.00	2,643.92	\$2,643.92
xxx317723	9/10/19	THOMSON REUTERS WEST	840854867	Books & Publications	1,772.62	0.00	1,772.62	\$1,772.62

9/24/2019

City of Sunnyvale

LIST # 990**List of All Claims and Bills Approved for Payment**

For Payments Dated 9/8/2019 through 9/14/2019

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
xxx317724	9/10/19	TURF & INDUSTRIAL EQUIPMENT CO	IV31480	Parts, Vehicles & Motor Equip	508.93	0.00	508.93	\$2,396.79
			IV31636	Parts, Vehicles & Motor Equip	236.01	0.00	236.01	
			IV31638	Parts, Vehicles & Motor Equip	57.20	0.00	57.20	
			IV31640	Parts, Vehicles & Motor Equip	88.43	0.00	88.43	
			IV31748	Parts, Vehicles & Motor Equip	305.20	0.00	305.20	
			IV31782	Parts, Vehicles & Motor Equip	145.09	0.00	145.09	
			IV31806	Parts, Vehicles & Motor Equip	48.27	0.00	48.27	
			IV31817	Parts, Vehicles & Motor Equip	350.09	0.00	350.09	
			IV31843	Parts, Vehicles & Motor Equip	131.32	0.00	131.32	
			IV31911	Parts, Vehicles & Motor Equip	97.02	0.00	97.02	
			IV31942	Parts, Vehicles & Motor Equip	429.23	0.00	429.23	
xxx317725	9/10/19	UNIQUE MANAGEMENT SERVICES INC	557697	Financial Services	286.40	0.00	286.40	\$286.40
xxx317726	9/10/19	UNITED SITE SERVICES OF CALIFORNIA INC	114-8988236	Facilities Maintenance & Repair Labor	137.50	0.00	137.50	\$427.55
			114-9025813	Facilities Maintenance & Repair Labor	290.05	0.00	290.05	
xxx317727	9/10/19	UNITY COURIER SERVICE INC	447926	Contracts/Service Agreements	836.00	0.00	836.00	\$836.00
xxx317728	9/10/19	UNIVAR USA INC	SJ959602	Chemicals	3,388.77	0.00	3,388.77	\$3,388.77
xxx317729	9/10/19	UNIVERSITY OF CALIFORNIA SANTA CRUZ	58589	DED Services/Training - Training	1,503.00	0.00	1,503.00	\$1,503.00
xxx317730	9/10/19	V & A CONSULTING ENGINEERS	18755	Engineering Services	2,899.60	0.00	2,899.60	\$2,899.60
xxx317731	9/10/19	VWR INTERNATIONAL LLC	8087321913	General Supplies	1,234.26	0.00	1,234.26	\$2,805.32
			8087365212	General Supplies	497.96	0.00	497.96	
			8087366189	General Supplies	505.22	0.00	505.22	
			8087412445	General Supplies	455.90	0.00	455.90	
			8087444692	General Supplies	111.98	0.00	111.98	
xxx317732	9/10/19	WHCI PLUMBING SUPPLY	S2449711.001	Bldg Maint Matls & Supplies	136.08	0.00	136.08	\$136.08
xxx317733	9/10/19	WECK LABORATORIES INC	W9H0958	Water Lab Services	772.66	0.00	772.66	\$772.66
xxx317734	9/10/19	WINSUPPLY OF SILICON VALLEY	006419 00	Bldg Maint Matls & Supplies	87.81	0.00	87.81	\$379.68
			006812 02	Miscellaneous Equipment Parts & Supplies	18.70	0.00	18.70	
			007035 00	Miscellaneous Equipment Parts & Supplies	115.57	0.00	115.57	
			007430 01	Hand Tools	157.60	0.00	157.60	
xxx317735	9/10/19	WOODARD & CURRAN INC	166945	Professional Services	13,136.90	0.00	13,136.90	\$13,136.90

9/24/2019

City of Sunnyvale

LIST # 990**List of All Claims and Bills Approved for Payment**

For Payments Dated 9/8/2019 through 9/14/2019

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
xxx317736	9/10/19	WORLD CUP SOCCER CAMPS AND CLINICS	WCSAUGCAMP 19	Rec Instructors/Officials	6,193.60	0.00	6,193.60	\$6,193.60
xxx317737	9/10/19	ZAYO GROUP LLC	2019090024865	Hardware Maintenance	31,556.80	0.00	31,556.80	\$31,556.80
xxx317738	9/10/19	ZEP SALES & SERVICE	9004536555	Chemicals	1,935.31	0.00	1,935.31	\$1,935.31
xxx317739	9/10/19	EMERGENCY MEDICAL SERVICES AUTHORITY	27680-1812	Training and Conferences	333.00	0.00	333.00	\$593.00
			27680-1901	Training and Conferences	260.00	0.00	260.00	
xxx317740	9/10/19	FERGUSON WATERWORKS	1466038	Water Backflow Valves	1,706.40	0.00	1,706.40	\$1,954.97
			1488867	Water Backflow Valves	248.57	0.00	248.57	
xxx317741	9/10/19	INTERSTATE AUTO SALES	3224	Vehicles & Motorized Equip	23,767.45	0.00	23,767.45	\$45,412.67
			3227	Vehicles & Motorized Equip	21,645.22	0.00	21,645.22	
xxx317742	9/10/19	GSJ&2 LLC	PROJ#2017-7632	Major Permit Application Fees - Other	2,605.00	0.00	2,605.00	\$9,146.00
			PROJ#2017-7632	Environmental Review Fees	1,885.50	0.00	1,885.50	
			PROJ#2017-7632	Subdivision Map Filing Fee - Planning Tentative Maps	3,361.00	0.00	3,361.00	
			PROJ#2017-7632	Engineering Fees - Planning Applications	1,294.50	0.00	1,294.50	
xxx317743	9/12/19	AT&T	81619D0290177	Engineering Services	29,004.47	0.00	29,004.47	\$45,272.87
			81619D1178189	Engineering Services	16,268.40	0.00	16,268.40	
xxx317744	9/12/19	ACCESS HARDWARE	5728924-IN	Bldg Maint Matls & Supplies	246.39	0.00	246.39	\$246.39
xxx317745	9/12/19	ALLIED UNIVERSAL SECURITY SERVICES	9225763	Contracts/Service Agreements	4,806.84	0.00	4,806.84	\$4,806.84
xxx317746	9/12/19	ALMADEN PRESS	141067	Printing & Related Services	681.25	0.00	681.25	\$681.25
xxx317747	9/12/19	ALTA PLANNING + DESIGN INC	00-2018-241-4	Consultants	32,227.55	0.00	32,227.55	\$32,227.55
xxx317748	9/12/19	AMFASOFT CORP	SHAWNA-01	DED Services/Training - Training	4,500.00	0.00	4,500.00	\$4,500.00
xxx317749	9/12/19	APEX SYSTEMS LLC	0004848642	Salaries - Contract Personnel	1,320.00	0.00	1,320.00	\$2,640.00
			0004874553	Salaries - Contract Personnel	1,320.00	0.00	1,320.00	
xxx317750	9/12/19	AVENU MUNISERVICES LLC	INV06-006582	Financial Services	9,000.00	0.00	9,000.00	\$9,000.00
xxx317751	9/12/19	BAKER & TAYLOR	4012603408	Library Acquisitions, Books	407.91	0.00	407.91	\$418.12
			4012603408	Library Materials Preprocessing	10.21	0.00	10.21	
xxx317752	9/12/19	BAY-VALLEY PEST CONTROL INC	0259847	Facilities Maintenance & Repair Labor	56.00	0.00	56.00	\$662.00
			0261291	Facilities Maintenance & Repair Labor	56.00	0.00	56.00	
			0261292	Facilities Maintenance & Repair Labor	32.00	0.00	32.00	
			0261293	Facilities Maintenance & Repair Labor	56.00	0.00	56.00	
			0261295	Facilities Maintenance & Repair Labor	42.00	0.00	42.00	

9/24/2019

City of Sunnyvale

LIST # 990**List of All Claims and Bills Approved for Payment**

For Payments Dated 9/8/2019 through 9/14/2019

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
xxx317754	9/12/19	BELKORP AG LLC	0261296	Facilities Maintenance & Repair Labor	42.00	0.00	42.00	
			0261298	Facilities Maintenance & Repair Labor	42.00	0.00	42.00	
			0261299	Facilities Maintenance & Repair Labor	42.00	0.00	42.00	
			0261300	Facilities Maintenance & Repair Labor	42.00	0.00	42.00	
			0261325	Services Maintain Land Improv	62.00	0.00	62.00	
			0262735	Facilities Maintenance & Repair Labor	59.00	0.00	59.00	
			0262736	Facilities Maintenance & Repair Labor	59.00	0.00	59.00	
			0262738	Facilities Maintenance & Repair Labor	72.00	0.00	72.00	
			569101	Parts, Vehicles & Motor Equip	436.10	0.00	436.10	\$2,981.25
			572409	Parts, Vehicles & Motor Equip	241.94	0.00	241.94	
			574076	Parts, Vehicles & Motor Equip	140.41	0.00	140.41	
			574136	Parts, Vehicles & Motor Equip	65.77	0.00	65.77	
			574269	Parts, Vehicles & Motor Equip	184.41	0.00	184.41	
			574275	Parts, Vehicles & Motor Equip	1,710.68	0.00	1,710.68	
xxx317755	9/12/19	BOUND TREE MEDICAL LLC	574307	Parts, Vehicles & Motor Equip	201.94	0.00	201.94	
			83335847	Inventory Purchase	997.35	0.00	997.35	\$997.35
xxx317756	9/12/19	CALTEST ANALYTICAL LABORATORY	601794	Water Lab Services	261.00	0.00	261.00	\$261.00
xxx317757	9/12/19	COAST COUNTIES PETERBILT	0184031P	Parts, Vehicles & Motor Equip	136.06	0.00	136.06	\$565.77
			0184700P	Parts, Vehicles & Motor Equip	429.71	0.00	429.71	
xxx317758	9/12/19	CONSOLIDATED PARTS INC	5056844	Electrical Parts & Supplies	1,656.80	0.00	1,656.80	\$1,656.80
xxx317759	9/12/19	DA LUBRICANT CO INC	2019-46768-01	Fuel, Oil & Lubricants	1,196.00	0.00	1,196.00	\$1,196.00
xxx317760	9/12/19	DEL GAVIO GROUP	8932	Professional Services	189.05	0.00	189.05	\$2,956.46
			8988	Facilities Maintenance & Repair Labor	2,767.41	0.00	2,767.41	
			BE003534665	Insurances - Dental	1,658.70	0.00	1,658.70	\$1,658.70
xxx317762	9/12/19	DENNYS #7218	325141	Prisoner Meals	28.31	0.00	28.31	\$28.31
xxx317763	9/12/19	EOA INC	SU58-0719	Consultants	9,559.40	0.00	9,559.40	\$16,383.99
			SU62-0719	Consultants	6,824.59	0.00	6,824.59	
			376664	Materials - Land Improve	9,221.40	0.00	9,221.40	\$18,586.68
xxx317765	9/12/19	ENNIS PAINT INC	376881	Materials - Land Improve	8,057.28	0.00	8,057.28	
			376882	Materials - Land Improve	1,308.00	0.00	1,308.00	
			243285	Miscellaneous Equipment Parts & Supplies	1,119.97	0.00	1,119.97	\$1,119.97
xxx317766	9/12/19	FRANK A OLSEN CO INC						

9/24/2019

City of Sunnyvale

LIST # 990**List of All Claims and Bills Approved for Payment**

For Payments Dated 9/8/2019 through 9/14/2019

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
xxx317767	9/12/19	FREMONT UNION HIGH SCHOOL DISTRICT	19-619	Utilities - Electric	4,074.66	0.00	4,074.66	\$4,074.66
xxx317768	9/12/19	FRICKE PARKS PRESS INC	107579	Printing & Related Services	7,478.49	0.00	7,478.49	\$7,478.49
xxx317769	9/12/19	HACH CO INC	11614743	General Supplies	813.64	0.00	813.64	\$813.64
xxx317770	9/12/19	HYBRID COMMERCIAL PRINTING INC	26953	Printing & Related Services	321.55	0.00	321.55	\$3,104.32
			26955	Printing & Related Services	331.36	0.00	331.36	
			26963	Printing & Related Services	752.10	0.00	752.10	
			26964	Printing & Related Services	1,699.31	0.00	1,699.31	
xxx317772	9/12/19	JJR CONSTRUCTION INC	FAIROKBKLINE #03	Construction Services	480,818.70	0.00	480,818.70	\$480,818.70
xxx317773	9/12/19	KIPCO CORP	191415	Miscellaneous Equipment Parts & Supplies	296.40	0.00	296.40	\$296.40
xxx317774	9/12/19	LAW OFFICES OF GARY M BAUM	001202	Legal Services	142.50	0.00	142.50	\$142.50
xxx317775	9/12/19	LOWES HOME CENTERS LLC	901041	Materials - Land Improve	20.70	0.00	20.70	\$186.71
			902582	Misc Equip Maint & Repair - Materials	34.12	0.00	34.12	
			902714	Materials - Land Improve	118.45	0.00	118.45	
			902895	Materials - Land Improve	-20.70	0.00	-20.70	
			902933	Hand Tools	34.14	0.00	34.14	
xxx317776	9/12/19	METRO MOBILE COMMUNICATIONS	43843	Clothing, Uniforms & Access	901.22	0.00	901.22	\$901.22
xxx317777	9/12/19	MIDWEST TAPE	97824805	Library Acquis, Audio/Visual	84.45	0.00	84.45	\$1,979.77
			97824806	Library Acquis, Audio/Visual	1,895.32	0.00	1,895.32	
xxx317778	9/12/19	MISSION LINEN SERVICE	510455151	Laundry & Cleaning Services	57.39	0.00	57.39	\$1,617.95
			510455157	Laundry & Cleaning Services	59.18	0.00	59.18	
			510483311	Laundry & Cleaning Services	52.62	0.00	52.62	
			510483312	Laundry & Cleaning Services	80.54	0.00	80.54	
			510483313	Laundry & Cleaning Services	85.59	0.00	85.59	
			510483316	Laundry & Cleaning Services	71.69	0.00	71.69	
			510517273	Laundry & Cleaning Services	57.39	0.00	57.39	
			510517279	Laundry & Cleaning Services	59.18	0.00	59.18	
			510536548	Laundry & Cleaning Services	47.57	0.00	47.57	
			510536549	Laundry & Cleaning Services	80.54	0.00	80.54	
			510536550	Laundry & Cleaning Services	80.54	0.00	80.54	
			510536553	Laundry & Cleaning Services	64.96	0.00	64.96	

9/24/2019

City of Sunnyvale

LIST # 990**List of All Claims and Bills Approved for Payment**

For Payments Dated 9/8/2019 through 9/14/2019

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
			510562102	Laundry & Cleaning Services	57.39	0.00	57.39	
			510562108	Laundry & Cleaning Services	59.18	0.00	59.18	
			510562802	Laundry & Cleaning Services	47.57	0.00	47.57	
			510562803	Laundry & Cleaning Services	85.59	0.00	85.59	
			510562804	Laundry & Cleaning Services	90.64	0.00	90.64	
			510562807	Laundry & Cleaning Services	70.01	0.00	70.01	
			510613143	Laundry & Cleaning Services	57.39	0.00	57.39	
			510613149	Laundry & Cleaning Services	59.18	0.00	59.18	
			510642544	Laundry & Cleaning Services	52.62	0.00	52.62	
			510642545	Laundry & Cleaning Services	85.59	0.00	85.59	
			510642546	Laundry & Cleaning Services	85.59	0.00	85.59	
			510642549	Laundry & Cleaning Services	70.01	0.00	70.01	
xxx317780	9/12/19	MONICA SANCHEZ	CK REQ 20-028	DED Services/Training - Books	89.62	0.00	89.62	\$89.62
xxx317781	9/12/19	MOUNTAIN VIEW LOS ALTOS ADULT SCHOOL	08302019	DED Services/Training - Training	192.60	0.00	192.60	\$192.60
xxx317782	9/12/19	NATIONAL DATA & SURVEYING SERVICES INC	19-8411	Consultants	1,400.00	0.00	1,400.00	\$1,400.00
xxx317783	9/12/19	NEOPOST USA INC.	56896297	Equipment Rental/Lease	225.00	0.00	225.00	\$526.25
			56896297	Equipment Maintenance & Repair Labor	301.25	0.00	301.25	
xxx317784	9/12/19	OMEGA ENGRAVING	3522	Customized Products	19.00	0.00	19.00	\$19.00
			3645REV	General Supplies	-16.50	0.00	-16.50	
			3655	General Supplies	16.50	0.00	16.50	
xxx317785	9/12/19	OTIS ELEVATOR COMPANY	S20164001	Facilities Maintenance & Repair Labor	551.00	0.00	551.00	\$2,470.00
			S20164003	Facilities Maintenance & Repair Labor	1,919.00	0.00	1,919.00	
xxx317786	9/12/19	PACIFIC WEST SECURITY INC	24223	Alarm Services	177.00	0.00	177.00	\$177.00
xxx317787	9/12/19	PORTNOV COMPUTER SCHOOL	09-02-19	DED Services/Training - Training	5,400.00	0.00	5,400.00	\$5,400.00
xxx317788	9/12/19	PREFERRED BENEFIT INSURANCE ADMIN INC	EIA29699	Insurances - Dental	53,284.30	0.00	53,284.30	\$64,584.90
			EIA29699	Insurances - Vision	11,300.60	0.00	11,300.60	
xxx317789	9/12/19	QUESTICA INC	INV2580	Computer Software	200.00	0.00	200.00	\$200.00
xxx317790	9/12/19	R & B CO	S1847531.001	Inventory Purchase	3,485.60	0.00	3,485.60	\$3,485.60
xxx317791	9/12/19	READYREFRESH BY NESTLE	19H5740132005	Miscellaneous Services	30.68	0.00	30.68	\$30.68
xxx317792	9/12/19	REED & GRAHAM INC	955094	Materials - Land Improve	14,344.68	0.00	14,344.68	\$60,988.00

9/24/2019

City of Sunnyvale

LIST # 990**List of All Claims and Bills Approved for Payment**

For Payments Dated 9/8/2019 through 9/14/2019

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
			955095	Materials - Land Improve	9,857.53	0.00	9,857.53	
			955214	Materials - Land Improve	7,172.92	0.00	7,172.92	
			955346	Materials - Land Improve	314.10	0.00	314.10	
			955765	Materials - Land Improve	11,217.37	0.00	11,217.37	
			956017	Materials - Land Improve	9,705.86	0.00	9,705.86	
			956130	Materials - Land Improve	4,528.04	0.00	4,528.04	
			956818	Materials - Land Improve	1,058.88	0.00	1,058.88	
			956988	Materials - Land Improve	2,788.62	0.00	2,788.62	
xxx317794	9/12/19	SAFEWAY INC	668126-082219	General Supplies	25.03	0.00	25.03	\$25.03
xxx317795	9/12/19	SAVIANO CO INC	7768-02	Services Maintain Land Improv	24,295.00	0.00	24,295.00	\$24,295.00
xxx317796	9/12/19	SILVER & WRIGHT LLP	25957	Legal Services	1,624.63	0.00	1,624.63	\$2,066.63
			25958	Legal Services	442.00	0.00	442.00	
xxx317797	9/12/19	SPORTZANIA INC DBA SKYHAWKS SPORTS	SKY19JLAUCA MPS	Rec Instructors/Officials	65,130.20	0.00	65,130.20	\$65,130.20
xxx317798	9/12/19	SUNNYVALE PUBLIC SAFETY OFFICERS ASSN	DENTAL0919	Insurances - Dental	29,234.40	0.00	29,234.40	\$29,234.40
xxx317799	9/12/19	SUNNYVALE PUBLIC SAFETY OFFICERS ASSN	DISABILITY0919	Insurances - Long Term Disability	3,876.00	0.00	3,876.00	\$3,876.00
xxx317800	9/12/19	SUSTAINABLE TURF SCIENCE INC	4353	Materials - Land Improve	1,921.13	0.00	1,921.13	\$1,921.13
xxx317801	9/12/19	TMT ENTERPRISES INC	01190	Materials - Land Improve	2,029.92	0.00	2,029.92	\$3,440.89
			01191	Materials - Land Improve	1,410.97	0.00	1,410.97	
xxx317802	9/12/19	TURF STAR INC	7083483-00	Materials - Land Improve	1,487.10	0.00	1,487.10	\$1,487.10
xxx317803	9/12/19	UNITED PARCEL SERVICE	966608319	Mailing & Delivery Services	218.55	0.00	218.55	\$565.46
			966608369	Mailing & Delivery Services	346.91	0.00	346.91	
xxx317805	9/12/19	UNIVERSITY OF CALIFORNIA SANTA CRUZ	58582	DED Services/Training - Training	5,080.50	0.00	5,080.50	\$15,880.50
			58584	DED Services/Training - Training	5,400.00	0.00	5,400.00	
			58591	DED Services/Training - Training	5,400.00	0.00	5,400.00	
xxx317806	9/12/19	VALLEY OIL CO	989163	Inventory Purchase	1,664.63	0.00	1,664.63	\$3,448.39
			989164	Inventory Purchase	1,783.76	0.00	1,783.76	
xxx317807	9/12/19	VERITIV OPERATING COMPANY	035-32455785	General Supplies	389.57	0.00	389.57	\$818.99
			035-32473790	General Supplies	370.20	0.00	370.20	
			035-32473930	General Supplies	59.22	0.00	59.22	

9/24/2019

City of Sunnyvale

LIST # 990**List of All Claims and Bills Approved for Payment**

For Payments Dated 9/8/2019 through 9/14/2019

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
xxx317808	9/12/19	VERIZON WIRELESS	9835715299	Utilities - Mobile Phones - City Mobile Phones	50.34	0.00	50.34	\$50.34
xxx317809	9/12/19	W A KRAUSS & CO INC	201910	Professional Services	167.75	0.00	167.75	\$167.75
xxx317810	9/12/19	WESCO GRAPHICS INC	45472	Printing & Related Services	20,649.23	0.00	20,649.23	\$20,649.23
xxx317811	9/12/19	MEDINAS CATERING	1240	Employee Recognition Expenses	5,137.47	0.00	5,137.47	\$9,523.26
			1241	Employee Recognition Expenses	1,093.59	0.00	1,093.59	
			SEPT/17/2019	Miscellaneous Services	3,292.20	0.00	3,292.20	
xxx317812	9/12/19	OFFICE DEPOT INC	361741787001	Supplies, Office	17.43	0.00	17.43	\$12,148.28
			362620470002	Supplies, Office	8.06	0.00	8.06	
			362706377001	Supplies, Office	13.72	0.00	13.72	
			362860430001	Supplies, Office	21.79	0.00	21.79	
			363175727001	Supplies, Office	28.77	0.00	28.77	
			363430431002	Supplies, Office	13.94	0.00	13.94	
			363691098001	Supplies, Office	86.82	0.00	86.82	
			363843653001	Supplies, Office	304.96	0.00	304.96	
			363880044001	Supplies, Office	52.53	0.00	52.53	
			363978777001	Supplies, Office	38.64	0.00	38.64	
			363986055001	Supplies, Office	6.01	0.00	6.01	
			364148426001	Supplies, Office	-32.11	0.00	-32.11	
			364166395001	Supplies, Office	246.63	0.00	246.63	
			364167581001	Supplies, Office	2.74	0.00	2.74	
			364167582001	Supplies, Office	20.57	0.00	20.57	
			364196102001	Supplies, Office	69.11	0.00	69.11	
			364196341001	Supplies, Office	15.50	0.00	15.50	
			364555076001	Supplies, Office	151.74	0.00	151.74	
			364564114001	Supplies, Office	150.19	0.00	150.19	
			364619179001	Supplies, Office	59.21	0.00	59.21	
			364736599001	Supplies, Office	11.33	0.00	11.33	
			364737440001	Supplies, Office	7.62	0.00	7.62	
			365936872001	Supplies, Office	236.54	0.00	236.54	
			366006108001	Supplies, Office	8.16	0.00	8.16	

9/24/2019

City of Sunnyvale

LIST # 990**List of All Claims and Bills Approved for Payment**

For Payments Dated 9/8/2019 through 9/14/2019

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
			366086940001	Supplies, Office	354.39	0.00	354.39	
			366108321001	Supplies, Office	-602.75	0.00	-602.75	
			366400119001	Supplies, Office	52.30	0.00	52.30	
			366453745001	Supplies, Office	94.46	0.00	94.46	
			366564070001	Supplies, Office	34.14	0.00	34.14	
			366686751001	Supplies, Office	139.57	0.00	139.57	
			366902255001	Supplies, Office	22.65	0.00	22.65	
			366921650001	Supplies, Office	9.58	0.00	9.58	
			366922027001	Supplies, Office	39.00	0.00	39.00	
			366922028001	Supplies, Office	33.65	0.00	33.65	
			366986976001	Supplies, Office	604.57	0.00	604.57	
			367103524001	Supplies, Office	254.41	0.00	254.41	
			367287005001	Supplies, Office	-7.89	0.00	-7.89	
			367307957001	Supplies, Office	47.45	0.00	47.45	
			367357828001	Supplies, Office	17.33	0.00	17.33	
			367426011001	Supplies, Office	55.92	0.00	55.92	
			367430904001	Supplies, Office	57.63	0.00	57.63	
			367490889001	Supplies, Office	82.00	0.00	82.00	
			367535185001	Supplies, Office	5.57	0.00	5.57	
			367537743001	Supplies, Office	2.25	0.00	2.25	
			367623044001	Supplies, Office	14.81	0.00	14.81	
			367641087001	Supplies, Office	101.23	0.00	101.23	
			367649291001	Supplies, Office	11.11	0.00	11.11	
			367649292001	Supplies, Office	45.76	0.00	45.76	
			367657616001	Supplies, Office	191.94	0.00	191.94	
			367662474001	Supplies, Office	31.05	0.00	31.05	
			367667394001	Supplies, Office	98.76	0.00	98.76	
			367667395001	Supplies, Office	141.71	0.00	141.71	
			367667396001	Supplies, Office	12.38	0.00	12.38	
			368111900001	Supplies, Office	42.86	0.00	42.86	
			368159509001	Supplies, Office	126.67	0.00	126.67	

9/24/2019

City of Sunnyvale

LIST # 990**List of All Claims and Bills Approved for Payment**

For Payments Dated 9/8/2019 through 9/14/2019

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
			368251378001	Supplies, Office	49.26	0.00	49.26	
			368254563001	Supplies, Office	147.03	0.00	147.03	
			368254564001	Supplies, Office	60.96	0.00	60.96	
			368277582001	Supplies, Office	151.42	0.00	151.42	
			368333450001	Supplies, Office	449.36	0.00	449.36	
			368538780001	Supplies, Office	122.90	0.00	122.90	
			368682032001	Supplies, Office	28.85	0.00	28.85	
			368858523001	Supplies, Office	109.95	0.00	109.95	
			369295664001	Supplies, Office	129.36	0.00	129.36	
			369296420001	Supplies, Office	145.80	0.00	145.80	
			369665366001	Supplies, Office	699.75	0.00	699.75	
			369709230001	Supplies, Office	4.35	0.00	4.35	
			369867309001	Supplies, Office	28.75	0.00	28.75	
			369870762001	Inventory Purchase	3,971.43	0.00	3,971.43	
			370063259001	Supplies, Office	71.04	0.00	71.04	
			370072160001	Supplies, Office	116.18	0.00	116.18	
			370204512001	Supplies, Office	73.76	0.00	73.76	
			370226373001	Supplies, Office	49.00	0.00	49.00	
			370235167001	Supplies, Office	10.97	0.00	10.97	
			370235767001	Supplies, Office	103.13	0.00	103.13	
			370256493001	Supplies, Office	55.37	0.00	55.37	
			370267637001	Supplies, Office	129.47	0.00	129.47	
			370267639001	Supplies, Office	33.68	0.00	33.68	
			370311655001	Supplies, Office	18.21	0.00	18.21	
			370457844001	Supplies, Office	87.19	0.00	87.19	
			370529344001	Supplies, Office	43.64	0.00	43.64	
			370556460001	Supplies, Office	3.24	0.00	3.24	
			370631318001	Supplies, Office	14.57	0.00	14.57	
			370651712001	Supplies, Office	192.60	0.00	192.60	
			370858324001	Supplies, Office	44.46	0.00	44.46	
			371056463001	Supplies, Office	22.55	0.00	22.55	

9/24/2019

City of Sunnyvale

LIST # 990**List of All Claims and Bills Approved for Payment**

For Payments Dated 9/8/2019 through 9/14/2019

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
			371096581001	Supplies, Office	227.59	0.00	227.59	
			371163631001	Supplies, Office	208.26	0.00	208.26	
			371391715001	Supplies, Office	183.72	0.00	183.72	
			371582273001	Supplies, Office	386.50	0.00	386.50	
			371722708001	Supplies, Office	63.21	0.00	63.21	
			371838576001	Supplies, Office	256.36	0.00	256.36	
xxx317820	9/12/19	PACIFIC GAS & ELECTRIC CO	03142830050819	Utilities - Electric	24,129.68	0.00	24,129.68	\$41,607.36
			03153947310819	Utilities - Electric	13,224.88	0.00	13,224.88	
			03955461530819	Utilities - Electric	1,697.09	0.00	1,697.09	
			03958470700819	Utilities - Electric	2,359.53	0.00	2,359.53	
			08318453340819	Utilities - Electric	1.41	0.00	1.41	
			08344946870819	Utilities - Electric	11.99	0.00	11.99	
			53350770050819	Fuel, Oil & Lubricants	85.07	0.00	85.07	
			89805160050819	Utilities - Electric	10.17	0.00	10.17	
			89846354520819	Utilities - Electric	1.01	0.00	1.01	
			91271084620819	Utilities - Electric	23.93	0.00	23.93	
			91290311060819	Utilities - Electric	62.60	0.00	62.60	
xxx317822	9/12/19	CHOUN CHIH CHENG	156893-75708	Refund Utility Account Credit	19.53	0.00	19.53	\$19.53
xxx317823	9/12/19	HONGXIA YAN	181161-16568	Refund Utility Account Credit	178.64	0.00	178.64	\$178.64
xxx317824	9/12/19	JJR CONSTRUCTION	188817-21990	Refund Utility Account Credit	4,137.30	0.00	4,137.30	\$4,137.30
xxx317825	9/12/19	SANDRA SHIN DMD INC	BL056282	Business License Tax	66.52	0.00	66.52	\$66.52
xxx317826	9/12/19	TESIA HAN	990645	Lib - Lost & Damaged Circulation	22.99	0.00	22.99	\$22.99
xxx100836	9/12/19	BAY COUNTIES WASTE SERVICES	JULY2019	Curbside Revenues - Mountain View	-99,712.65	0.00	-99,712.65	\$1,055,763.79
			JULY2019	Host Fees - SMaRT Station - Public Haul Fees	-9,254.85	0.00	-9,254.85	
			JULY2019	MRF Revenues - SMaRT - For Distribution	21,198.75	0.00	21,198.75	
			JULY2019	SMaRT Public Haul Receipts - For Distribution	-125,738.44	0.00	-125,738.44	
			JULY2019	Yardwaste - Mountain View	25,588.64	0.00	25,588.64	
			JULY2019	Yardwaste - Palo Alto	1,021.94	0.00	1,021.94	
			JULY2019	Yardwaste - Sunnyvale	29,031.96	0.00	29,031.96	

9/24/2019

City of Sunnyvale

LIST # 990

List of All Claims and Bills Approved for Payment
For Payments Dated 9/8/2019 through 9/14/2019

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
			JULY2019	Consultants	583.24	0.00	583.24	
			JULY2019	Misc Equip Maint & Repair - Labor	455.00	0.00	455.00	
			JULY2019	Facilities Equipment	33,161.57	0.00	33,161.57	
			JULY2019	General Supplies	1,596.91	0.00	1,596.91	
			JULY2019	HazMat Disposal - Hazardous Waste Disposal	7,290.81	0.00	7,290.81	
			JULY2019	Materials - Land Improve	5,842.59	0.00	5,842.59	
			JULY2019	SMaRT Contractor Payment	1,164,698.32	0.00	1,164,698.32	
xxx906588	9/11/19	KEENAN & ASSOCIATES		Workers' Compensation - Claims	111,255.93	0.00	111,255.93	\$111,255.93
Grand Total Payment Amount								<u>\$2,696,645.83</u>

9/24/2019

City of Sunnyvale

LIST # 991**List of All Claims and Bills Approved for Payment**

For Payments Dated 9/15/2019 through 9/21/2019

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
xxx317827	9/17/19	AT&T	000013620332	Utilities - Telephone	27,141.36	0.00	27,141.36	\$27,141.36
xxx317828	9/17/19	ABODE SERVICES	TBRA 2018/19-8	Contracts/Service Agreements	4,557.08	0.00	4,557.08	\$45,985.08
			TBRA 2018/19-8	Outside Group Funding	41,428.00	0.00	41,428.00	
xxx317829	9/17/19	ACUSHNET CO	907960168	Inventory Purchase	59.16	2.70	56.46	\$201.31
			908050069	Inventory Purchase	147.50	2.65	144.85	
xxx317830	9/17/19	ADAMSON POLICE PRODUCTS	INV306268	Clothing, Uniforms & Access	115.52	0.00	115.52	\$260.35
			INV306269	Clothing, Uniforms & Access	115.52	0.00	115.52	
			INV306412	Clothing, Uniforms & Access	29.31	0.00	29.31	
xxx317831	9/17/19	AMAZON CAPITAL SERVICES INC	1KJG-9HR3-YL	General Supplies	21.51	0.00	21.51	\$71.34
			QV					
			1N4K-GPW7-GK	General Supplies	49.83	0.00	49.83	
			NT					
xxx317832	9/17/19	AMFASOFT CORP	CATALINA-02	DED Services/Training - Training	257.50	0.00	257.50	\$5,267.50
			GAYLE-01	DED Services/Training - Training	4,500.00	0.00	4,500.00	
			JUSTIN-04	DED Services/Training - Training	255.00	0.00	255.00	
			MONICA-04	DED Services/Training - Training	255.00	0.00	255.00	
xxx317833	9/17/19	APPLEONE EMPLOYMENT SERVICES	01-5343987	Salaries - Contract Personnel	4,341.71	0.00	4,341.71	\$7,195.98
			01-5350786	Salaries - Contract Personnel	2,854.27	0.00	2,854.27	
xxx317834	9/17/19	AUTOSCRIBE CORP	186664	Financial Services	1,813.76	0.00	1,813.76	\$1,813.76
xxx317835	9/17/19	BMI IMAGING SYSTEMS	311858	Miscellaneous Services	4,554.00	0.00	4,554.00	\$4,554.00
xxx317836	9/17/19	BAY AREA AIR QUALITY MANAGEMENT DISTRICT	4GD25	Membership Fees	687.00	0.00	687.00	\$687.00
xxx317837	9/17/19	BAY AREA POLYGRAPH	923	Investigation Expense	3,525.00	0.00	3,525.00	\$3,525.00
xxx317838	9/17/19	BAY-VALLEY PEST CONTROL INC	0262436	Miscellaneous Services	88.00	0.00	88.00	\$88.00
xxx317839	9/17/19	BEE FRIENDLY HONEY BEE MGMT SOLUTIONS	6051	Professional Services	375.00	0.00	375.00	\$375.00
xxx317840	9/17/19	BELLECCI & ASSOC INC	19022-AREV	Engineering Services	1,562.50	0.00	1,562.50	\$1,562.50
xxx317841	9/17/19	BIBLIOTHECA LLC	INV-US24475	Library Periodicals/Databases	545.38	0.00	545.38	\$545.38
xxx317842	9/17/19	BONNIE LINDBERG	0000015744	Miscellaneous Services	2,500.00	0.00	2,500.00	\$2,500.00
xxx317843	9/17/19	BROWNELLS INC	17680979.00	General Supplies	734.17	0.00	734.17	\$815.69

9/24/2019

City of Sunnyvale

LIST # 991**List of All Claims and Bills Approved for Payment**

For Payments Dated 9/15/2019 through 9/21/2019

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
			17681023.00	General Supplies	81.52	0.00	81.52	
xxx317844	9/17/19	BUCKLES-SMITH ELECTRIC CO	3162956-00	Miscellaneous Equipment Parts & Supplies	820.33	0.00	820.33	\$820.33
xxx317845	9/17/19	CALCON SYSTEMS INC	45175	Equipment Maintenance & Repair Labor	1,367.50	0.00	1,367.50	\$1,367.50
xxx317846	9/17/19	CALIFORNIA SCIENCE AND TECH UNIVERSITY	127	DED Services/Training - Training	5,400.00	0.00	5,400.00	\$5,400.00
xxx317847	9/17/19	CALTEST ANALYTICAL LABORATORY	600522	Water Lab Services	700.00	0.00	700.00	\$1,450.00
			602169	Water Lab Services	750.00	0.00	750.00	
xxx317848	9/17/19	CENTRAL MEDICAL LABORATORY INC	18014	Medical Services	1,280.00	0.00	1,280.00	\$3,640.00
			18039	Medical Services	2,360.00	0.00	2,360.00	
xxx317849	9/17/19	CRITTER CONTROL OF SAN JOSE	41074	Facilities Maintenance & Repair Labor	599.00	0.00	599.00	\$1,198.00
			41106	Facilities Maintenance & Repair Labor	599.00	0.00	599.00	
xxx317850	9/17/19	CYBERSOURCE CORP	235907681868	Software As a Service	75.00	0.00	75.00	\$75.00
xxx317851	9/17/19	D & M TRAFFIC SERVICES INC	67198	Misc Equip Maint & Repair - Materials	4,142.00	0.00	4,142.00	\$4,142.00
xxx317852	9/17/19	D W NICHOLSON CORP	12590	Misc Equip Maint & Repair - Labor	8,512.08	0.00	8,512.08	\$10,332.37
			12590	Misc Equip Maint & Repair - Materials	1,820.29	0.00	1,820.29	
xxx317853	9/17/19	ESBRO	67769	Chemicals	1,684.42	0.00	1,684.42	\$1,684.42
xxx317854	9/17/19	EWING IRRIGATION PRODUCTS INC	8087187	Materials - Land Improve	497.54	0.00	497.54	\$1,956.65
			8138091	Materials - Land Improve	1,127.98	0.00	1,127.98	
			8138092	Materials - Land Improve	331.13	0.00	331.13	
xxx317855	9/17/19	FEDEX	6-702-23750	General Supplies	11.87	0.00	11.87	\$51.75
			6-723-16636	Employee Recognition Expenses	34.38	0.00	34.38	
			6-729-37756	Mailing & Delivery Services	5.50	0.00	5.50	
xxx317856	9/17/19	FORTICON, INC.	18-405	Services Maintain Land Improv	7,020.00	0.00	7,020.00	\$7,020.00
xxx317857	9/17/19	FRANK A OLSEN CO INC	243358	Miscellaneous Equipment Parts & Supplies	388.04	0.00	388.04	\$388.04
xxx317858	9/17/19	G3 ENGINEERING INC	2019-6279	Water/Wastewater Treat Equip	20,204.77	0.00	20,204.77	\$20,204.77
xxx317859	9/17/19	GARDENLAND POWER EQUIPMENT	702986	Hand Tools	56.82	0.00	56.82	\$4,605.65
			703000	Hand Tools	476.14	0.00	476.14	
			703646	Misc Equip Maint & Repair - Materials	1,135.11	0.00	1,135.11	
			704253	Hand Tools	678.79	0.00	678.79	
			704590	Hand Tools	293.16	0.00	293.16	
			704592	Misc Equip Maint & Repair - Materials	162.11	0.00	162.11	

9/24/2019

City of Sunnyvale

LIST # 991**List of All Claims and Bills Approved for Payment**

For Payments Dated 9/15/2019 through 9/21/2019

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
			705168	Misc Equip Maint & Repair - Materials	1,803.52	0.00	1,803.52	
xxx317860	9/17/19	GRAINGER	9228890001	General Supplies	383.14	0.00	383.14	\$383.14
xxx317861	9/17/19	GREENSIDE SUPPLY & SERVICE	042921A	Inventory Purchase	1,251.97	0.00	1,251.97	\$1,251.97
xxx317862	9/17/19	HDR ENGINEERING INC	1200210526	Engineering Services	1,776.00	0.00	1,776.00	\$1,776.00
xxx317863	9/17/19	HACH CO INC	11618768	General Supplies	737.76	0.00	737.76	\$737.76
xxx317864	9/17/19	HAUTE CUISINE INC	160-2019	Food Products	1,978.35	0.00	1,978.35	\$1,978.35
xxx317865	9/17/19	ICE MACHINE RENTALS	52749	Miscellaneous Services	150.08	0.00	150.08	\$150.08
xxx317866	9/17/19	IMAGEX	219469-R	Printing & Related Services	579.62	0.00	579.62	\$961.12
			219631	Printing & Related Services	381.50	0.00	381.50	
xxx317867	9/17/19	IMPERIAL SPRINKLER SUPPLY	3854555-00	Hand Tools	272.09	0.00	272.09	\$402.69
			3864762-00	Materials - Land Improve	130.60	0.00	130.60	
xxx317868	9/17/19	INFOSEND INC	155295	Postage	7,979.68	0.00	7,979.68	\$17,630.74
			155513	Mailing & Delivery Services	1,062.63	0.00	1,062.63	
			155514	Postage	2,001.36	0.00	2,001.36	
			155837	Mailing & Delivery Services	1,386.10	0.00	1,386.10	
			155838	Postage	2,425.83	0.00	2,425.83	
			156529	Financial Services	1,296.13	0.00	1,296.13	
			156919	Postage	1,386.15	0.00	1,386.15	
			156934	Mailing & Delivery Services	92.86	0.00	92.86	
xxx317870	9/17/19	INHOUSE COMMERCIAL RECYCLERS LLC	1907780F	Recycling Services	675.00	0.00	675.00	\$1,350.00
			1908817T11	Recycling Services	675.00	0.00	675.00	
xxx317871	9/17/19	INTERNATIONAL CODE COUNCIL INC	1001087207	Books & Publications	145.90	0.00	145.90	\$243.89
			1001087607	Books & Publications	97.99	0.00	97.99	
xxx317872	9/17/19	IRVINE & JACHENS INC	2843	General Supplies	110.28	0.00	110.28	\$4,173.19
			2844	General Supplies	154.78	0.00	154.78	
			2871	General Supplies	1,391.13	0.00	1,391.13	
			2889	General Supplies	2,517.00	0.00	2,517.00	
xxx317873	9/17/19	JWC ENVIRONMENTAL INC	98214	Water/Wastewater Treat Equip	2,129.55	0.00	2,129.55	\$2,129.55
xxx317874	9/17/19	JENSEN INSTRUMENT CO	20614	Water/Wastewater Treat Equip	4,037.40	0.00	4,037.40	\$4,037.40
xxx317875	9/17/19	JETMULCH INC	12206-OL	Materials - Land Improve	2,992.00	0.00	2,992.00	\$2,992.00
xxx317876	9/17/19	JOANNE BOND COACHING	3590	City Training Program	7,375.00	0.00	7,375.00	\$7,375.00

9/24/2019

City of Sunnyvale

LIST # 991**List of All Claims and Bills Approved for Payment**

For Payments Dated 9/15/2019 through 9/21/2019

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
xxx317877	9/17/19	JOHNSON ROBERTS & ASSOC INC	140097	Investigation Expense	60.00	0.00	60.00	\$95.00
			140237	Investigation Expense	35.00	0.00	35.00	
xxx317878	9/17/19	KME FIRE APPARATUS	CA 549438	Parts, Vehicles & Motor Equip	82.74	0.00	82.74	\$82.74
xxx317879	9/17/19	KING CRANE SERVICE	171244	Equipment Maintenance & Repair Labor	1,294.70	0.00	1,294.70	\$1,294.70
xxx317880	9/17/19	LC ACTION POLICE SUPPLY	400585	Ammunition	490.50	0.00	490.50	\$490.50
xxx317881	9/17/19	LEHR AUTO ELECTRIC	SI32961	General Supplies	99.41	0.00	99.41	\$99.41
xxx317882	9/17/19	LEIGHTON STONE CORP	1216220	Miscellaneous Equipment Parts & Supplies	865.44	0.00	865.44	\$865.44
xxx317883	9/17/19	LIEBERT CASSIDY WHITMORE	143812R	Legal Services	-16,533.45	0.00	-16,533.45	\$1,368.00
			1483812	Legal Services	16,533.45	0.00	16,533.45	
			1484969	Legal Services	1,332.00	0.00	1,332.00	
			1484970	Legal Services	36.00	0.00	36.00	
xxx317884	9/17/19	LYNGSO GARDEN MATERIALS INC	971080	Materials - Land Improve	1,661.52	0.00	1,661.52	\$5,703.24
			971764	Materials - Land Improve	4,041.72	0.00	4,041.72	
xxx317885	9/17/19	M I C INC	4054	Water/Wastewater Treat Equip	6,287.76	0.00	6,287.76	\$6,287.76
xxx317886	9/17/19	MAHAN AND SONS INC	1710	Services Maintain Land Improv	1,734.77	0.00	1,734.77	\$2,074.67
			1718	Services Maintain Land Improv	339.90	0.00	339.90	
xxx317887	9/17/19	MCMASTER CARR SUPPLY CO	14832389	Miscellaneous Equipment Parts & Supplies	17.64	0.00	17.64	\$829.87
			15296909	Electrical Parts & Supplies	812.23	0.00	812.23	
xxx317888	9/17/19	MISSION VALLEY FORD TRUCK SALES INC	738016	Parts, Vehicles & Motor Equip	786.49	0.00	786.49	\$897.58
			738611	Parts, Vehicles & Motor Equip	111.09	0.00	111.09	
xxx317889	9/17/19	OCCUPATIONAL TRAINING INSTITUTE	WIA-1460	DED Services/Training - Training	472.22	0.00	472.22	\$2,101.19
			WIA-1461	DED Services/Training - Training	1,081.22	0.00	1,081.22	
			WIA-1462	DED Services/Training - Training	547.75	0.00	547.75	
xxx317890	9/17/19	ORLANDI TRAILER INC	181839	Parts, Vehicles & Motor Equip	46.74	0.00	46.74	\$46.74
xxx317891	9/17/19	P&A ADMINSTRATIVE SERVICES INC	2426005	Professional Services	529.20	0.00	529.20	\$529.20
xxx317892	9/17/19	P&R PAPER SUPPLY CO INC	30276331-00	Inventory Purchase	29.60	0.00	29.60	\$29.60
xxx317893	9/17/19	PACIFIC CREST LANDSCAPE AND MAINTENANCE	37378	Services Maintain Land Improv	560.00	0.00	560.00	\$560.00
xxx317894	9/17/19	PENINSULA BATTERY INC	130133	Inventory Purchase	207.97	0.00	207.97	\$207.97
xxx317895	9/17/19	PETERSON	SW240160040	Misc Equip Maint & Repair - Labor	4,995.50	0.00	4,995.50	\$17,679.76
			SW240160040	Misc Equip Maint & Repair - Materials	8,189.21	0.00	8,189.21	

9/24/2019

City of Sunnyvale

LIST # 991**List of All Claims and Bills Approved for Payment**

For Payments Dated 9/15/2019 through 9/21/2019

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
xxx317896	9/17/19	PINE CONE LUMBER CO INC	SW240160041	Misc Equip Maint & Repair - Labor	3,796.58	0.00	3,796.58	\$484.97
			SW240160041	Misc Equip Maint & Repair - Materials	698.47	0.00	698.47	
			20499	Materials - Land Improve	59.87	0.00	59.87	
			22260	Inventory Purchase	429.00	3.90	425.10	
xxx317897	9/17/19	PRO-SWEEP INC	268497	Services Maintain Land Improv	520.00	0.00	520.00	\$1,352.00
			298496	Services Maintain Land Improv	832.00	0.00	832.00	
xxx317898	9/17/19	R & B CO	S1847531.001R	Inventory Purchase	-3,485.60	0.00	-3,485.60	\$913.42
			S1874531.001	Inventory Purchase	3,485.60	0.00	3,485.60	
			S1876959.001	Inventory Purchase	913.42	0.00	913.42	
			CD2384882	General Supplies	123.91	0.00	123.91	
xxx317899	9/17/19	R & R PRODUCTS INC	CD2384882	General Supplies	123.91	0.00	123.91	\$123.91
xxx317900	9/17/19	R & R REFRIGERATION & AIR CONDITIONING	67065	Facilities Maintenance & Repair Labor	311.00	0.00	311.00	\$311.00
xxx317901	9/17/19	R.E.P NUT N BOLT GUY	30771	Inventory Purchase	108.78	0.00	108.78	\$245.95
			30784	Inventory Purchase	137.17	0.00	137.17	
xxx317902	9/17/19	RASH CURTIS & ASSOC	662700000387	Financial Services	56.74	0.00	56.74	\$56.74
xxx317903	9/17/19	REEDS INDOOR RANGE	608400	Real Property Rental/Lease	182.00	0.00	182.00	\$252.00
			613045	Real Property Rental/Lease	70.00	0.00	70.00	
			38429361-00	Bldg Maint Matls & Supplies	277.01	0.00	277.01	
xxx317904	9/17/19	REFRIGERATION SUPPLIES DISTRIBUTOR	38429361-00	Bldg Maint Matls & Supplies	277.01	0.00	277.01	\$277.01
xxx317905	9/17/19	ROSS RECREATION EQUIPMENT CO INC	I15667	Materials - Land Improve	5,648.81	0.00	5,648.81	\$5,648.81
xxx317906	9/17/19	SAFEWAY INC	434680-090419	General Supplies	49.59	0.00	49.59	\$285.83
			662399-080519	General Supplies	22.23	0.00	22.23	
			724259-091319	Inventory Purchase	110.24	0.00	110.24	
			803669-091219	General Supplies	50.87	0.00	50.87	
			808383-090419	General Supplies	35.90	0.00	35.90	
			808459-090419	General Supplies	17.00	0.00	17.00	
			638949	Ammunition	7,611.50	0.00	7,611.50	
xxx317907	9/17/19	SAN DIEGO POLICE EQUIPMENT CO	638949	Ammunition	7,611.50	0.00	7,611.50	\$7,611.50
xxx317908	9/17/19	SECTOR SECURITY & COMMUNICATIONS	WOO-40269	Services Maintain Land Improv	2,200.00	0.00	2,200.00	\$2,200.00
xxx317909	9/17/19	SHRED-IT USA	8128005234	Miscellaneous Services	479.36	0.00	479.36	\$479.36
xxx317910	9/17/19	SIERRA PACIFIC TURF SUPPLY INC	0558434-IN	Misc Equip Maint & Repair - Materials	336.20	0.00	336.20	\$336.20
xxx317911	9/17/19	SILICON VALLEY POLYTECHNIC INSTITUTE	09112019-650	DED Services/Training - Training	2,700.00	0.00	2,700.00	\$5,400.00
			09112019-651	DED Services/Training - Training	2,700.00	0.00	2,700.00	
xxx317912	9/17/19	SILICON VALLEY TOW						\$4,780.00

9/24/2019

City of Sunnyvale

LIST # 991**List of All Claims and Bills Approved for Payment**

For Payments Dated 9/15/2019 through 9/21/2019

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
xxx317913	9/17/19	SMART & FINAL INC	79815	Vehicle Towing Services	2,635.00	0.00	2,635.00	
			79816	Vehicle Towing Services	2,145.00	0.00	2,145.00	
			048144-091019	Food Products	-70.51	0.00	-70.51	\$465.32
			058728-090519	Food Products	26.04	0.00	26.04	
			058728-090519	General Supplies	32.96	0.00	32.96	
xxx317914	9/17/19	SMITHS GOPHER TRAPPING SERVICE	059416-090619	Food Products	476.83	0.00	476.83	
			41775	Professional Services	2,065.00	0.00	2,065.00	\$2,065.00
			2019-2	Consultants	450.00	0.00	450.00	\$450.00
xxx317916	9/17/19	SONSRAY MACHINERY LLC	P11763-12	Parts, Vehicles & Motor Equip	54.97	0.00	54.97	\$54.97
xxx317917	9/17/19	STEVENS CREEK CHRYSLER JEEP DODGE	364242	Parts, Vehicles & Motor Equip	393.84	0.00	393.84	\$393.84
xxx317918	9/17/19	STOP PROCESSING CENTER	18354	Financial Services	43.74	0.00	43.74	\$70.82
			18387	Financial Services	27.08	0.00	27.08	
xxx317919	9/17/19	STUDIO EM GRAPHIC DESIGN	17649	Graphics Services	490.50	0.00	490.50	\$708.50
			17650	Graphics Services	136.25	0.00	136.25	
			17658	Graphics Services	81.75	0.00	81.75	
xxx317920	9/17/19	SUBURBAN PROPANE	2511822	Fuel, Oil & Lubricants	26.94	0.00	26.94	\$26.94
xxx317921	9/17/19	SUNNYVALE FORD	153416	Parts, Vehicles & Motor Equip	640.12	0.00	640.12	\$2,767.94
			153464	Parts, Vehicles & Motor Equip	52.95	0.00	52.95	
			153538	Parts, Vehicles & Motor Equip	388.75	0.00	388.75	
			153539	Parts, Vehicles & Motor Equip	45.49	0.00	45.49	
			153545	Parts, Vehicles & Motor Equip	249.98	0.00	249.98	
			153548	Parts, Vehicles & Motor Equip	8.79	0.00	8.79	
			153604	Parts, Vehicles & Motor Equip	75.49	0.00	75.49	
			153621	Parts, Vehicles & Motor Equip	423.28	0.00	423.28	
			153732	Parts, Vehicles & Motor Equip	245.65	0.00	245.65	
			153779	Parts, Vehicles & Motor Equip	42.53	0.00	42.53	
			153794	Parts, Vehicles & Motor Equip	490.87	0.00	490.87	
			153852	Parts, Vehicles & Motor Equip	181.32	0.00	181.32	
			153856	Parts, Vehicles & Motor Equip	12.61	0.00	12.61	
			153903	Parts, Vehicles & Motor Equip	66.51	0.00	66.51	

9/24/2019

City of Sunnyvale

LIST # 991**List of All Claims and Bills Approved for Payment**

For Payments Dated 9/15/2019 through 9/21/2019

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
xxx317923	9/17/19	SUNNYVALE TOWING INC	155739	Inventory Purchase	410.01	0.00	410.01	
			CM152278	Parts, Vehicles & Motor Equip	-48.66	0.00	-48.66	
			CM153416	Parts, Vehicles & Motor Equip	-81.75	0.00	-81.75	
			CM153621	Parts, Vehicles & Motor Equip	-81.75	0.00	-81.75	
			CM153852	Parts, Vehicles & Motor Equip	-27.25	0.00	-27.25	
			CM154111	Parts, Vehicles & Motor Equip	-54.50	0.00	-54.50	
			CM154467	Parts, Vehicles & Motor Equip	-272.50	0.00	-272.50	
			299111	Vehicle Towing Services	45.00	0.00	45.00	\$1,071.00
			299128	Vehicle Towing Services	45.00	0.00	45.00	
			299136	Vehicle Towing Services	40.00	0.00	40.00	
			302221	Vehicle Towing Services	40.00	0.00	40.00	
			302230	Vehicle Towing Services	100.00	0.00	100.00	
			302234	Vehicle Towing Services	45.00	0.00	45.00	
			309525	Vehicle Towing Services	45.00	0.00	45.00	
			315822	Vehicle Towing Services	45.00	0.00	45.00	
			315849	Vehicle Towing Services	40.00	0.00	40.00	
			315865	Vehicle Towing Services	40.00	0.00	40.00	
			316771	Vehicle Towing Services	225.00	0.00	225.00	
			316774	Vehicle Towing Services	45.00	0.00	45.00	
			318358	Vehicle Towing Services	40.00	0.00	40.00	
			318364	Vehicle Towing Services	125.00	0.00	125.00	
			318365	Vehicle Towing Services	111.00	0.00	111.00	
			318366	Vehicle Towing Services	40.00	0.00	40.00	
xxx317925	9/17/19	TJKM	0048640	Engineering Services	360.00	0.00	360.00	\$360.00
xxx317926	9/17/19	THRASHER GOLF INC	55619	Miscellaneous Equipment	1,675.00	0.00	1,675.00	\$1,675.00
xxx317927	9/17/19	TRISTAR RISK MANAGEMENT	108054	Workers' Compensation - Claims	2,395.96	0.00	2,395.96	\$2,395.96
xxx317928	9/17/19	TURF & INDUSTRIAL EQUIPMENT CO	IV32223	Inventory Purchase	218.00	0.00	218.00	\$218.00
xxx317929	9/17/19	TURF STAR INC	7077158-00	Parts, Vehicles & Motor Equip	23.80	0.00	23.80	\$1,568.25
			7077158-01	Parts, Vehicles & Motor Equip	23.80	0.00	23.80	
			7077762-00	Parts, Vehicles & Motor Equip	157.71	0.00	157.71	
			7078336-00	Parts, Vehicles & Motor Equip	194.32	0.00	194.32	

9/24/2019

City of Sunnyvale

LIST # 991**List of All Claims and Bills Approved for Payment**

For Payments Dated 9/15/2019 through 9/21/2019

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
			7078700-00	Parts, Vehicles & Motor Equip	372.87	0.00	372.87	
			7080608-00	Parts, Vehicles & Motor Equip	124.14	0.00	124.14	
			7080711-00	Parts, Vehicles & Motor Equip	305.76	0.00	305.76	
			7080711-01	Parts, Vehicles & Motor Equip	117.21	0.00	117.21	
			7080885-01	Parts, Vehicles & Motor Equip	248.64	0.00	248.64	
xxx317930	9/17/19	US PIPE FABRICATION	INV127610	Miscellaneous Equipment Parts & Supplies	4,233.22	0.00	4,233.22	\$4,233.22
xxx317931	9/17/19	USA BLUEBOOK	994390	General Supplies	1,019.75	0.00	1,019.75	\$1,019.75
xxx317932	9/17/19	UNITED SITE SERVICES OF CALIFORNIA INC	114-8952760	Miscellaneous Services	233.71	0.00	233.71	\$512.31
			114-8989008	Equipment Rental/Lease	151.75	0.00	151.75	
			114-9040728	Professional Services	126.85	0.00	126.85	
xxx317933	9/17/19	UNIVERSITY OF CALIFORNIA SANTA CRUZ	58578	DED Services/Training - Training	4,603.50	0.00	4,603.50	\$44,023.50
			58580	DED Services/Training - Training	4,878.00	0.00	4,878.00	
			58587	DED Services/Training - Training	5,040.00	0.00	5,040.00	
			58593	DED Services/Training - Training	4,734.00	0.00	4,734.00	
			58596	DED Services/Training - Training	5,193.00	0.00	5,193.00	
			58598	DED Services/Training - Training	5,400.00	0.00	5,400.00	
			58600	DED Services/Training - Training	5,400.00	0.00	5,400.00	
			58606	DED Services/Training - Training	3,375.00	0.00	3,375.00	
			58610	DED Services/Training - Training	5,400.00	0.00	5,400.00	
xxx317934	9/17/19	VWR INTERNATIONAL LLC	8087466587	General Supplies	130.10	0.00	130.10	\$391.03
			8087470596	General Supplies	111.57	0.00	111.57	
			8087498654	General Supplies	149.36	0.00	149.36	
xxx317935	9/17/19	VALLEY OIL CO	44749	Fuel, Oil & Lubricants	226.02	0.00	226.02	\$681.64
			45512	Fuel, Oil & Lubricants	143.88	0.00	143.88	
			45513	Fuel, Oil & Lubricants	311.74	0.00	311.74	
xxx317936	9/17/19	WEST VALLEY STAFFING GROUP	261511	Professional Services	2,476.00	0.00	2,476.00	\$7,797.26
			261566	Salaries - Contract Personnel	1,427.42	0.00	1,427.42	
			261834	Professional Services	2,476.00	0.00	2,476.00	
			261888	Salaries - Contract Personnel	1,417.84	0.00	1,417.84	
xxx317937	9/17/19	WINSUPPLY OF SILICON VALLEY	007379 01	Miscellaneous Equipment Parts & Supplies	988.46	0.00	988.46	\$1,056.77
			007468 00	Hand Tools	68.31	0.00	68.31	

9/24/2019

City of Sunnyvale

LIST # 991

List of All Claims and Bills Approved for Payment
For Payments Dated 9/15/2019 through 9/21/2019

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
xxx317938	9/17/19	WITMER TYSON IMPORTS INC	T13230	Canine Program Expenditures	1,218.13	0.00	1,218.13	\$1,218.13
xxx317939	9/17/19	CSULB FOUNDATION	2076	Training and Conferences	266.00	0.00	266.00	\$266.00
xxx317940	9/17/19	MEDINAS CATERING	1243	Employee Recognition Expenses	933.34	0.00	933.34	\$933.34
xxx317941	9/17/19	SANTA CLARA COUNTY DISTRICT ATTORNEY	AF-1607-11036	Return of Seized, Forfeiture or Found Funds	4,949.32	0.00	4,949.32	\$4,949.32
xxx317942	9/17/19	SANTA CLARA COUNTY DISTRICT ATTORNEY	AF-1510-22082	Return of Seized, Forfeiture or Found Funds	2,116.30	0.00	2,116.30	\$2,116.30
xxx317943	9/17/19	ACTION PROPERTIES INC	29143-58246	Refund Utility Account Credit	227.52	0.00	227.52	\$227.52
xxx317944	9/17/19	LEVEL 10 CONSTRUCTION	171935-31612	Refund Utility Account Credit	4,415.57	0.00	4,415.57	\$4,415.57
xxx317945	9/17/19	REKI ARIKATA	BL013639-2020	Business License Tax	38.91	0.00	38.91	\$38.91
xxx317946	9/17/19	SILICON LABORATORIES INC	152665-72314	Refund Utility Account Credit	1,423.91	0.00	1,423.91	\$1,423.91
xxx317947	9/17/19	TRAVEL INN	BL068421-2020	Business License Tax	465.64	0.00	465.64	\$465.64
xxx317948	9/19/19	AT&T	000013606948	Utilities - Telephone	307.19	0.00	307.19	\$307.19
xxx317949	9/19/19	ABTECH TECHNOLOGIES INC.	SV19041-IN	Electrical Parts & Supplies	1,744.00	0.00	1,744.00	\$1,744.00
xxx317950	9/19/19	AGREEYA SOLUTIONS INC	149302	Professional Services	4,200.00	0.00	4,200.00	\$4,200.00
xxx317951	9/19/19	ALAMEDA COUNTY INFORMATION TECH DEPT	112-1908058	Software As a Service	1,994.50	0.00	1,994.50	\$1,994.50
xxx317952	9/19/19	ALLSTAR FIRE EQUIPMENT INC	217753	Clothing, Uniforms & Access	365.15	0.00	365.15	\$365.15
xxx317953	9/19/19	AMERICAN FIDELITY ADMINISTRATIVE SVCS	40455	Software As a Service	629.20	0.00	629.20	\$629.20
xxx317954	9/19/19	APEX SYSTEMS LLC	0004888034	Salaries - Contract Personnel	528.00	0.00	528.00	\$528.00
xxx317955	9/19/19	ASCENT ENVIRONMENTAL	19010075.01-4	General Supplies	2,562.50	0.00	2,562.50	\$2,562.50
xxx317956	9/19/19	BAE URBAN ECONOMICS	2375-JUL19R	Consultants	1,837.50	0.00	1,837.50	\$1,837.50
xxx317957	9/19/19	BAY-VALLEY PEST CONTROL INC	0262179	Facilities Maintenance & Repair Labor	42.00	0.00	42.00	\$1,350.00
			0262727	Facilities Maintenance & Repair Labor	43.00	0.00	43.00	
			0262728	Facilities Maintenance & Repair Labor	43.00	0.00	43.00	
			0262729	Facilities Maintenance & Repair Labor	43.00	0.00	43.00	
			0262730	Facilities Maintenance & Repair Labor	63.00	0.00	63.00	
			0262731	Facilities Maintenance & Repair Labor	43.00	0.00	43.00	
			0262732	Facilities Maintenance & Repair Labor	78.00	0.00	78.00	
			0262733	Facilities Maintenance & Repair Labor	43.00	0.00	43.00	
			0262734	Facilities Maintenance & Repair Labor	59.00	0.00	59.00	

9/24/2019

City of Sunnyvale

LIST # 991**List of All Claims and Bills Approved for Payment**

For Payments Dated 9/15/2019 through 9/21/2019

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
			0262737	Facilities Maintenance & Repair Labor	59.00	0.00	59.00	
			0262741	Facilities Maintenance & Repair Labor	32.00	0.00	32.00	
			0262742	Facilities Maintenance & Repair Labor	56.00	0.00	56.00	
			0262744	Facilities Maintenance & Repair Labor	42.00	0.00	42.00	
			0262745	Facilities Maintenance & Repair Labor	86.00	0.00	86.00	
			0262746	Facilities Maintenance & Repair Labor	42.00	0.00	42.00	
			0262747	Facilities Maintenance & Repair Labor	86.00	0.00	86.00	
			0262748	Facilities Maintenance & Repair Labor	86.00	0.00	86.00	
			0262750	Facilities Maintenance & Repair Labor	86.00	0.00	86.00	
			0262751	Facilities Maintenance & Repair Labor	42.00	0.00	42.00	
			0262752	Facilities Maintenance & Repair Labor	86.00	0.00	86.00	
			0262754	Facilities Maintenance & Repair Labor	86.00	0.00	86.00	
			0262755	Facilities Maintenance & Repair Labor	42.00	0.00	42.00	
			0262784	Services Maintain Land Improv	62.00	0.00	62.00	
xxx317959	9/19/19	CALTRONICS BUSINESS SYSTEMS	2843960	Misc Equip Maint & Repair - Labor	95.00	0.00	95.00	\$250.50
			2843960	Misc Equip Maint & Repair - Materials	155.50	0.00	155.50	
xxx317960	9/19/19	CITIES ASSN OF SANTA CLARA COUNTY	1066	Membership Fees	21,536.00	0.00	21,536.00	\$21,536.00
xxx317961	9/19/19	CITY OF SANTA CLARA MUNICIPAL UTILITIES	SEP2019	Utilities - Electric	556.62	0.00	556.62	\$556.62
xxx317962	9/19/19	COMMUNITY TECH NETWORK	1377	Professional Services	9,000.00	0.00	9,000.00	\$9,000.00
xxx317963	9/19/19	CONFIDENCE UST SERVICES INC	2008023	Automotive Maintenance & Repair Labor	650.00	0.00	650.00	\$650.00
xxx317964	9/19/19	COUNTY OF SANTA CLARA	1800069455	Software As a Service	1,897.04	0.00	1,897.04	\$1,897.04
xxx317965	9/19/19	DE ANZA APPLIANCE	0919-7787-3322	Facilities Maint & Repair - Labor	180.00	0.00	180.00	\$334.73
			0919-7787-3322	Facilities Maint & Repair - Materials	154.73	0.00	154.73	
xxx317966	9/19/19	DELL MARKETING LP	10339329465	Computer Hardware	2,231.93	0.00	2,231.93	\$5,935.69
			10339945388	Computer Hardware	468.66	0.00	468.66	
			10340547586	Computer Hardware	64.48	0.00	64.48	
			10340564406	Software Licensing & Support	2,475.00	0.00	2,475.00	
			10340798690	Computer Hardware	695.62	0.00	695.62	
xxx317967	9/19/19	DEPARTMENT OF JUSTICE	399831	Contracts/Service Agreements	985.00	0.00	985.00	\$985.00
xxx317968	9/19/19	DU-ALL SAFETY	21058	Occupational Health and Safety Services - Other	10,346.25	0.00	10,346.25	\$10,346.25

9/24/2019

City of Sunnyvale

LIST # 991**List of All Claims and Bills Approved for Payment**

For Payments Dated 9/15/2019 through 9/21/2019

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
xxx317969	9/19/19	EVERBRIDGE INC	M44367	Software As a Service	7,650.00	0.00	7,650.00	\$7,650.00
xxx317970	9/19/19	FIX AIR	3051250	Bldg Maint Matls & Supplies	814.42	0.00	814.42	\$814.42
xxx317971	9/19/19	FOSTER BROS SECURITY SYSTEMS INC	313952	Bldg Maint Matls & Supplies	239.80	0.00	239.80	\$239.80
xxx317972	9/19/19	GLOBAL ACCESS INC	17175	Software As a Service	242.16	0.00	242.16	\$242.16
xxx317973	9/19/19	GRAYBAR ELECTRIC CO INC	9311838657	Comm Equip Maintain & Repair - Materials 2	309.08	0.00	309.08	\$953.76
			9312074019	Comm Equip Maintain & Repair - Materials 2	644.68	0.00	644.68	
xxx317974	9/19/19	HACH CO INC	11565396	Water/Wastewater Treat Equip	3,578.13	0.00	3,578.13	\$3,578.13
xxx317975	9/19/19	HARD DRIVE GRAPHICS	17423	Clothing, Uniforms & Access	1,656.80	0.00	1,656.80	\$1,656.80
xxx317976	9/19/19	HI-TECH OPTICAL INC	806269	Benefits and Incentives - Prescription Safety Glasses	100.00	0.00	100.00	\$1,040.00
			809304	Benefits and Incentives - Prescription Safety Glasses	120.00	0.00	120.00	
			809306	Benefits and Incentives - Prescription Safety Glasses	170.00	0.00	170.00	
			811938	Benefits and Incentives - Prescription Safety Glasses	120.00	0.00	120.00	
			811939	Benefits and Incentives - Prescription Safety Glasses	120.00	0.00	120.00	
			811940	Benefits and Incentives - Prescription Safety Glasses	170.00	0.00	170.00	
			811941A	Benefits and Incentives - Prescription Safety Glasses	120.00	0.00	120.00	
			811942	Benefits and Incentives - Prescription Safety Glasses	120.00	0.00	120.00	
xxx317977	9/19/19	ICE CENTER OF CUPERTINO	ICCAMP AUG2019	Rec Instructors/Officials	1,681.19	0.00	1,681.19	\$1,681.19
xxx317978	9/19/19	IMPERIAL MAINTENANCE SERVICES INC	SES #0019	Professional Services	580.03	0.00	580.03	\$580.03
xxx317979	9/19/19	LANCESOFT, INC.	LR-2019-26804	Professional Services	3,600.00	0.00	3,600.00	\$6,480.00
			LR-2019-26805	Professional Services	2,880.00	0.00	2,880.00	
xxx317980	9/19/19	LEXISNEXIS RISK SOLUTIONS	1409790-190731	Financial Services	130.00	0.00	130.00	\$260.00
			1409790-190831	Financial Services	130.00	0.00	130.00	
xxx317981	9/19/19	MGT OF AMERICA LLC	36257	Mandated Cost SB 90	4,350.00	0.00	4,350.00	\$4,350.00

9/24/2019

City of Sunnyvale

LIST # 991**List of All Claims and Bills Approved for Payment**

For Payments Dated 9/15/2019 through 9/21/2019

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
xxx317982	9/19/19	MWA ARCHITECTS INC	201727.00-15	Engineering Services	50,730.01	0.00	50,730.01	\$50,730.01
xxx317983	9/19/19	MALLORY SAFETY & SUPPLY LLC	4708371	Inventory Purchase	503.58	0.00	503.58	\$979.69
			4709200	Inventory Purchase	96.79	0.00	96.79	
			4709627	Inventory Purchase	379.32	0.00	379.32	
xxx317984	9/19/19	MOUNTAIN VIEW LOS ALTOS ADULT SCHOOL	09102019	DED Services/Training - Training	63.00	0.00	63.00	\$63.00
xxx317985	9/19/19	NEWCOMB MECHANICAL INC	12340	Bldg Maint Matls & Supplies	1,880.25	0.00	1,880.25	\$2,150.25
			12347	Facilities Maintenance & Repair Labor	270.00	0.00	270.00	
xxx317986	9/19/19	NIELSEN MERKSAMER PARRINELLO GROSS &	192864	Legal Services	25,856.00	0.00	25,856.00	\$25,856.00
xxx317987	9/19/19	PALO ALTO ELECTRIC MOTOR CORP	RI6374	Misc Equip Maint & Repair - Labor	2,025.00	0.00	2,025.00	\$13,137.80
			RI6374	Misc Equip Maint & Repair - Materials	136.25	0.00	136.25	
			RI6375	Water/Wastewater Treat Equip	10,976.55	0.00	10,976.55	
xxx317988	9/19/19	QED ENVIRONMENTAL SYSTEMS INC	0000267868	Misc Equip Maint & Repair - Labor	1,250.50	0.00	1,250.50	\$1,250.50
xxx317989	9/19/19	R.E.P NUT N BOLT GUY	30795	Inventory Purchase	85.77	0.00	85.77	\$85.77
xxx317990	9/19/19	RAYVERN LIGHTING SUPPLY CO INC	62499-0	Inventory Purchase	212.88	0.00	212.88	\$212.88
xxx317991	9/19/19	READYREFRESH BY NESTLE	1915715636006	General Supplies	62.13	0.00	62.13	\$62.13
xxx317992	9/19/19	REFRIGERATION SUPPLIES DISTRIBUTOR	38428972-00	Bldg Maint Matls & Supplies	307.89	0.00	307.89	\$598.66
			38429075-00	Bldg Maint Matls & Supplies	174.02	0.00	174.02	
			38429500-00	Bldg Maint Matls & Supplies	116.75	0.00	116.75	
xxx317993	9/19/19	SCS ENGINEERS	0358262	Engineering Services	793.50	0.00	793.50	\$793.50
xxx317994	9/19/19	SCS FIELD SERVICES INC	0358804	Engineering Services	463.75	0.00	463.75	\$463.75
xxx317995	9/19/19	SAN JOSE CONSERVATION CORPS	7283	Recycling Services	5,416.66	0.00	5,416.66	\$10,833.32
			7291	Recycling Services	5,416.66	0.00	5,416.66	
xxx317996	9/19/19	SILICON VALLEY COMMUNITY NEWSPAPERS	0006375264	Advertising Services	451.00	0.00	451.00	\$1,804.00
			0006375266	Advertising Services	451.00	0.00	451.00	
			0006375268	Advertising Services	451.00	0.00	451.00	
			0006376007	Advertising Services	451.00	0.00	451.00	
xxx317997	9/19/19	SILICON VALLEY LEADERSHIP	2020-111	Training and Conferences	1,600.00	0.00	1,600.00	\$1,600.00
xxx317998	9/19/19	SILKE COMMUNICATIONS INC	88448	Comm Equip Maintain & Repair - Labor 1	250.00	0.00	250.00	\$250.00
xxx317999	9/19/19	SMART & FINAL INC	052014-091219	General Supplies	67.13	0.00	67.13	\$67.13
xxx318000	9/19/19	STATCOMM INC	142746	Facilities Maintenance & Repair Labor	1,934.91	0.00	1,934.91	\$1,934.91

9/24/2019

City of Sunnyvale

LIST # 991**List of All Claims and Bills Approved for Payment**

For Payments Dated 9/15/2019 through 9/21/2019

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
xxx318001	9/19/19	STUDIO EM GRAPHIC DESIGN	17657	Graphics Services	327.00	0.00	327.00	\$2,970.25
			17669	Graphics Services	190.75	0.00	190.75	
			17670	Graphics Services	436.00	0.00	436.00	
			17681	Graphics Services	2,016.50	0.00	2,016.50	
xxx318002	9/19/19	THE HOME DEPOT PRO	512243445	Inventory Purchase	342.37	3.14	339.23	\$2,189.91
			512243452	Inventory Purchase	1,867.82	17.14	1,850.68	
xxx318003	9/19/19	USA BLUEBOOK	002525	General Supplies	163.17	0.00	163.17	\$496.30
			997099	General Supplies	333.13	0.00	333.13	
xxx318004	9/19/19	UNITED LANGUAGE GROUP LLC	92666	Miscellaneous Services	823.92	0.00	823.92	\$823.92
xxx318005	9/19/19	UNITED SITE SERVICES OF CALIFORNIA INC	114-9079914	Facilities Maintenance & Repair Labor	382.65	0.00	382.65	\$744.10
			114-9080421	Facilities Maintenance & Repair Labor	361.45	0.00	361.45	
xxx318006	9/19/19	VWR INTERNATIONAL LLC	8087535096	General Supplies	69.00	0.00	69.00	\$1,376.29
			8087548293	General Supplies	637.86	0.00	637.86	
			8087551439	General Supplies	669.43	0.00	669.43	
xxx318007	9/19/19	VALLEY OIL CO	1990156	Inventory Purchase	16,724.94	0.00	16,724.94	\$16,724.94
			990156	Inventory Purchase	16,724.94	0.00	16,724.94	
			9990156	Inventory Purchase	-16,724.94	0.00	-16,724.94	
xxx318008	9/19/19	VERIZON WIRELESS	9837714782	Utilities - Mobile Phones - City Mobile Phones	50.34	0.00	50.34	\$50.34
xxx318009	9/19/19	WILSEY HAM	22850	Consultants	23,756.00	0.00	23,756.00	\$23,970.00
			22912	Consultants	214.00	0.00	214.00	
xxx318010	9/19/19	WAITER.COM INC	J0910411939	Food Products	189.66	0.00	189.66	\$189.66
xxx318011	9/19/19	BAY AREA AIR QUALITY MANAGEMENT DISTRICT	OCT-DEC 2019	Taxes & Licenses	5,000.00	0.00	5,000.00	\$5,000.00
xxx318012	9/19/19	PACIFIC GAS & ELECTRIC CO	100023460919	Utilities - Electric	1,328.35	0.00	1,328.35	\$1,474.37
			97306197490819	Utilities - Electric	7.80	0.00	7.80	
			97322830180819	Utilities - Electric	83.39	0.00	83.39	
			97322834740819	Utilities - Electric	25.52	0.00	25.52	
			97386482120819	Utilities - Electric	29.31	0.00	29.31	
xxx318013	9/19/19	RAY WILLIAMS	CR15-8664	Return of Seized, Forfeiture or Found Funds	2,513.00	0.00	2,513.00	\$2,513.00
xxx318014	9/19/19	KARUNAMBIGAI SUNDARESAN	156205-19628	Refund Utility Account Credit	175.69	0.00	175.69	\$175.69

9/24/2019

City of Sunnyvale

LIST # 991

List of All Claims and Bills Approved for Payment
For Payments Dated 9/15/2019 through 9/21/2019

Sorted by Payment Number

Payment No.	Payment Date	Payment Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
xxx318015	9/19/19	TAL BRODA	135847-39592	Refund Utility Account Credit	99.28	0.00	99.28	\$99.28
xxx318016	9/19/19	XIN LU	177899-76020	Refund Utility Account Credit	113.87	0.00	113.87	\$113.87
xxx906591	9/19/19	KEENAN & ASSOCIATES		Workers' Compensation - Claims	207,408.62	0.00	207,408.62	\$207,408.62
xxx906592	9/19/19	KEENAN & ASSOCIATES		Workers' Compensation - Claims	122,976.02	0.00	122,976.02	\$122,976.02
Grand Total Payment Amount								<u>\$975,268.36</u>



City of Sunnyvale

Agenda Item

19-1057

Agenda Date: 10/8/2019

REPORT TO COUNCIL

SUBJECT

Approve a Power Purchase Agreement with Borrego Solar Systems, Inc. for Solar Arrays Installation (F18-175)

REPORT IN BRIEF

Approval is requested for a Power Purchase Agreement with Borrego Solar Systems, Inc. of Oakland, CA, for the installation of solar arrays at the SMaRT® Station and City Corporation Yard.

EXISTING POLICY

Pursuant to Section 2.08.040 of the Sunnyvale Municipal Code, contracts for this type of service are awarded pursuant to a Request for Proposals (RFP) best value process, unless otherwise exempt from the competitive bidding process. Additionally, City Council approval is required for the procurement of goods and/or services exceeding \$100,000 in any one transaction.

ENVIRONMENTAL REVIEW

The proposed project is categorically exempt from further environmental review pursuant to California Environmental Quality Act ("CEQA") Guidelines Section 15301(b) (Existing Facilities) and is also statutorily exempt from CEQA pursuant to Public Resources Code section 21080.35 (Rooftop and Shade Structure Solar).

BACKGROUND AND DISCUSSION

In 2014, the City contracted with Optony Inc., a global research and consulting firm specializing in solar projects, to conduct a study to install solar panels at City facilities that would offset the purchase of electricity from PG&E, reduce greenhouse gas emissions and align with the City's Energy Policy and adopted Climate Action Plan.

Assessments were conducted at 18 sites serving one or more of the City's enterprise utility services: Solid Waste, Wastewater, and Water. Of those sites, four sites were concluded to be feasible for installation of solar panels: The SMaRT Station, the Corporation Yard, Ortega Well (located at Ortega Park) and the Sanitary Lift Station located at Baylands Park.

On July 15, 2014 (RTC No. 14-0029) City Council was briefed on Study Issue ESD 13-01, "Power Purchase Agreements for Alternative Energy Allocation" and approved recommended actions for the City to pursue an RFP for either a Power Purchase Agreement or Direct Purchase.

Staff then worked with Optony Inc. in developing the specification for the four selected City sites. A Request for Proposals (RFP) was issued on November 27, 2017 and only distributed to previously qualified firms that participated in the Alameda County RFQ/RFP No. 901098 Regional Renewable Energy Procurement (R- REP). The City's RFP required vendors to submit proposals for Direct Purchase Pricing (DPP) and for Power Purchase Agreement (PPA) Options. There were 20 firms that were plan holders and a sole proposal was submitted by Borrego Solar System, Inc. City staff, with the assistance of Optony Inc., performed further economic feasibility analysis on the proposal and narrowed feasibility to the PPA option at the SMaRT Station and at the Corporation Yard sites only. Negotiations with Borrego Solar Systems, Inc. continued through FY 2018/19 and the current fiscal year in the development of a contract that provides for design, construction, operation and maintenance of the solar facilities at the two locations. Attachment 1 details the economic benefits analysis of the reduction from four (4) sites to two (2) sites and the recommendation of a PPA instead of the direct purchase of the system.

The PPA approach was determined as the lower risk and best value option to the City. The vendor will be responsible for financing, constructing, operating and maintaining the systems and guaranteeing output to the City throughout the contract duration. If systems do not perform, the PPA provider does not receive payment, and City would continue to purchase energy directly from Silicon Valley Clean Energy (SVCE). At no time, will the facilities be left without a power source, and Borrego Solar Systems, Inc. will be exclusively responsible for the upkeep and performance of the solar systems.

The PPA will also provide the City a buy-out provision that will allow the City flexibility to take ownership of the panels and the responsibility of maintenance in the future, depending on staff resources and expertise.

This item was originally considered for the September 24, 2019 City Council Agenda. Staff received information on current market conditions from Borrego Solar on September 23, 2019 that changed the analysis originally provided. Staff requested that the Mayor remove the item from the Agenda in order to review the updated information and consider its impacts on the project. The new information did not yield a change in the staff recommendation.

Attachment 1 includes analysis of options considered for this project. City's consultant recommended and Staff concurred that the 25-year PPA contract provides the City better value than the 20-year PPA contract at a total estimated savings of \$2,088,554.

FISCAL IMPACT

The PPA approach has no upfront costs. Most of the allocated project budget of \$2,764,800 except approximately \$250,000 will be returned to City funds at the conclusion of the project. The funding will provide for some minor roof repairs, construction management and other consultant services, and allow staff to address unforeseen issues that may arise during installation.

The project would save the City approximately \$2.1M in electricity costs at the SMaRT Station and Corporation Yard over a 25-year period versus current energy costs.

Funding Source

Funding from the General Fund, Wastewater Management, Solid Waste Management, and Water Supply and Distribution Enterprise Funds would be scaled according to the facility served by the solar installation.

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:

- Approve a Power Purchase Agreement, in substantially the same form as Attachment 2 to the report, with Borrego Solar Systems, Inc. of Oakland for the installation of solar arrays at the SMaRT Station and the Corporation Yard; and
- Authorize the City Manager to execute the Agreement when all the necessary conditions have been met.

Prepared by: Gregory S. Card, Purchasing Officer

Reviewed by: Timothy J. Kirby, Director of Finance

Reviewed by: Ramana Chinnakolta, Director of Environmental Services

Reviewed by: Chip Taylor, Director of Public Works

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. Sunnyvale Solar Panels Financial Comparison Table
2. Draft Power Purchase Agreement

City of Sunnyvale
Solar Installations on City Facilities - UY-15-05
Financial Comparison Table

	All sites	2 sites	All sites	2 sites	All sites	2 sites	20-yr, all sites	25-yr, all sites	20-yr, 2 sites	25-yr, 2 sites	25-yr, 2 sites	30-yr, 2 sites
	As Is (no solar)	As Is (no solar)	Direct Purchase	Direct Purchase	Loan (15 yr, 4.5%)	Loan (15 yr, 4.5%)	PPA (0.166/kWh, 2.5%)	PPA (0.1534/kWh, 2.5%)	PPA (0.1307/kWh, 2.5%)	PPA (0.1212/kWh, 2.5%)	PPA (0.163/kWh, 1%)	PPA (0.154/kWh, 1%)
Upfront Cost	\$0	\$0	\$2,485,063	\$1,656,818	\$0	\$0	\$0	\$0	\$0	\$0	0	0
Year 1 Cash Flow												
Utility Bills	\$605,525	\$545,926	\$339,510	\$327,146	\$339,510	\$327,146	\$339,510	\$339,510	\$327,146	\$327,146	\$ 327,146	\$ 327,146
Incentives/RECs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$ -	\$ -
Solar O&M	\$0	\$0	\$36,340	\$18,596	\$36,340	\$18,596	\$0	\$0	\$0	\$0	\$ -	\$ -
Loan/PPA Payment	\$0	\$0	\$0	\$0	\$228,126	\$152,094	\$202,608	\$187,228	\$134,434	\$124,662	\$ 167,656	\$ 158,399
TOTAL COSTS	\$605,525	\$545,926	\$375,850	\$345,742	\$603,976	\$497,836	\$542,118	\$526,738	\$461,580	\$451,808	\$ 494,802	\$ 485,545
Payback Period	n/a	n/a	11 year(s)	9 years(s)	1 year(s)	19 year(s)	1 year(s)	1 year(s)	1 year(s)	1 year(s)	1 year(s)	1 year(s)
20 Year Totals												
Total Cost (NPV)	\$12,110,512	\$10,918,531	\$10,115,522	\$8,674,866	\$10,435,522	\$8,888,214	\$10,662,094	\$10,381,618	\$9,130,308	\$8,952,097	\$ 9,359,140	\$ 9,211,129
Savings \$ (Discounted)	\$0	\$0	\$1,994,990	\$2,243,664	\$1,674,990	\$2,030,317	\$1,448,419	\$1,728,894	\$1,788,223	\$1,966,434	\$ 1,559,391	\$ 1,707,402
Savings % (Discounted)	0%	0%	16.5%	20.5%	13.8%	18.6%	12.0%	14.3%	16.4%	18.0%	14.3%	15.6%
25 Year Totals												
Total Cost (NPV)	\$15,138,140	\$13,648,163	\$12,059,734	\$10,462,372	\$12,379,734	\$10,675,719	\$13,217,545	\$12,932,567	\$11,345,638	\$11,166,180	\$ 11,559,609	\$ 11,384,655
Savings \$ (Discounted)	\$0	\$0	\$3,078,406	\$3,185,791	\$2,758,406	\$2,972,444	\$1,920,596	\$2,205,573	\$2,302,525	\$2,481,983	\$ 2,088,554	\$ 2,263,508
Savings % (Discounted)	0%	0%	20.3%	23.3%	18.2%	21.8%	12.7%	14.6%	16.9%	18.2%	15.3%	16.6%

CITY OF SUNNYVALE

CONTRACT TITLE: POWER PURCHASE AGREEMENT

CONTRACT NUMBER:

AWARD DATE:

CONTRACT PERIOD: 25Years from the Actual Commercial Operation Date

SERVICE: Electricity Service Provision

BUYER CONTACT: CITY OF SUNNYVALE

TITLE: Director of Environmental Services Department

BUYER TEL: 408-730-7785

BUYER EMAIL: rchinnakotla@sunnyvale.ca.gov

SELLER NAME: Borrego Solar Systems, Inc.

SELLER CONTACT: Chris Fennimore

TITLE: Project Developer

TEL: 415-991-9242

EMAIL: cfennimore@borregosolar.com

PURPOSE: To establish a service contract for delivery of electricity.

TABLE OF CONTENTS

ARTICLE 1 : DEFINITIONS	2
ARTICLE 2 : TERM	12
ARTICLE 3 : ENGINEERING AND CONSTRUCTION REQUIREMENTS	15
ARTICLE 4 : DELIVERY OF POWER, METERING & MONITORING	19
ARTICLE 5 : BILLING AND PAYMENT	23
ARTICLE 6 : REMOVAL OF GENERATING FACILITY	24
ARTICLE 7 : SELLER'S ADDITIONAL OBLIGATIONS	25
ARTICLE 8 : FORCE MAJEURE	30
ARTICLE 9 : DISPUTE RESOLUTION	33
ARTICLE 10 : DEFAULT & REMEDIES	33
ARTICLE 11 : REPRESENTATIONS, WARRANTIES AND COVENANTS	39
ARTICLE 12 : ASSIGNMENT AND FINANCING	40
ARTICLE 13 : OTHER TERMS & CONDITIONS	44

EXHIBITS

- Exhibit 1 - License Agreement
- Exhibit 2 - Early Termination Fee
- Exhibit 3 - Notice Information
- Exhibit 4 - Contract Price
- Exhibit 5 - Expected Annual Contract Quantity
- Exhibit 6 - Operations Forecasts, Scheduling Protocols, & Monitoring
- Exhibit 7 - Form of Attestation
- Exhibit 8 - Insurance Requirements
- Exhibit 9 - Utilization of Local Workforce
- Exhibit 10 - Performance Bond
- Exhibit 11 – Detailed Scope of Work
- Exhibit 12 – Project Site Milestones
- Exhibit 13 – General Provisions, Special Provisions, and Technical Specifications

This Regional Power Purchase Agreement is dated as of _____ ("Effective Date"), and is witnessed, acknowledged, and executed by authorized representatives of BORREGO SOLAR SYSTEMS, INC. 1814 Franklin Street, Floor 7, Oakland, CA 94612, a California corporation limited liability company ("Seller") and the City of Sunnyvale, a Municipal Corporation of the State of California ("Buyer"), as evidenced by their signature on the last page of this document

RECITALS

- A. Buyer wishes to meet its power requirements cost effectively, efficiently and in an environmentally-friendly manner;
- B. Buyer has solicited proposals from persons, firms, organizations, and/or other legal entities to provide such power from renewable resources in a cooperative/joint solicitation led by the County of Alameda;
- C. Seller is in the business of designing, constructing and operating solar photovoltaic ("PV") electric generating systems for the purpose of selling power generated by the systems to its Buyers;
- D. Buyer has selected Seller to design, construct, own and operate solar PV generating systems to be located on its property subject to the terms, conditions, covenants and provisions set forth herein (each, a "Facility" and collectively the "Generating Facilities");
- E. Seller intends to construct, own, and operate renewable energy-powered Generating Facilities that shall qualify as an eligible renewable energy resource ("ERR") under the State of California Renewable Portfolio Standard ("RPS") and desires to sell electricity produced by such generating facility together with other attributes to Buyer pursuant to the terms, conditions, covenants and provisions set forth herein;
- F. Buyer desires to purchase electricity generated by Seller's Generating Facilities, together with all Environmental Attributes pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1: DEFINITIONS

References in this Agreement to the terms or phrases below have the meanings as set forth in this Article. In the event of a conflict between the information in this Article and any more specific provision of this Agreement, the more specific provision shall control.

- 1.1 "Actual Commercial Operation" means the date on which a Facility: (i) has been constructed in accordance with Prudent Industry Practice, all Permits, Requirements of Law, the specifications set forth in Exhibit 13 (General Provisions, Special Provisions, and Technical Specifications), Exhibit 1 (License Agreement) and Exhibit 11 (Detailed Scope of Work) of this Agreement; (ii) Seller has successfully completed the Commissioning Tests, (iii) PG&E has approved installation and given its "Permission to Operate" notification, (iv) the Data Acquisition System has been commissioned and is transmitting data, and, (v) the Facility is capable of generating electricity for sale to the Buyer at the Project Site.
- 1.2 "Actual Commercial Operation Date" the date upon which Seller has notified Buyer in writing that it has satisfied the requirements of Actual Commercial Operation.
- 1.3 "Actual System Output" means the amount of energy recorded by the Seller's metering equipment for a Facility during the relevant Measurement Period.
- 1.4 "Affiliate" means, with respect to any specified Person, any other Person directly or indirectly controlling or controlled by such specified Person.
- 1.5 "Agreement" means this Regional Power Purchase Agreement, effective as of the Effective Date, and entered into by and between Buyer and Seller, and all exhibits, items, and schedules (each an "Exhibit", "Item" or "Schedule", as applicable) attached hereto and incorporated herein.
- 1.6 "Anniversary Date" means the first anniversary of the Actual Commercial Operation Date and that same calendar date for each succeeding Contract Year.
- 1.7 "Applicable Law" means, with respect to any Person, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, tariff, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, Governmental Authority approval, consent or requirement of any Governmental Authority having jurisdiction over such Person or its property, enforceable at law or in equity, including the interpretation and administration thereof by such Governmental Authority.
- 1.8 "Bankruptcy Event" means with respect to a Party, that either:
 - (a) such Party has (i) applied for or consented to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property; (ii) admitted in writing its inability to pay its debts as such debts become due; (iii) made a general assignment for the benefit of its creditors; (iv) commenced a voluntary case under any bankruptcy law; (v) filed a petition seeking to take advantage of any other law relating to

bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; or (vi) taken any corporate or other action for the purpose of effecting any of the foregoing; or

- (b) a proceeding or case has been commenced without the application or consent of such Party in any court of competent jurisdiction seeking (i) its liquidation, reorganization, dissolution or winding-up or the composition or readjustment of debts or, (ii) the appointment of a trustee, receiver, custodian, liquidator or the like of such Party under any bankruptcy law, and such proceeding or case has continued undefended, or any order, judgment or decree approving or ordering any of the foregoing shall be entered and continue un-stayed and in effect for a period of sixty (60) days.

- 1.9 "Business Day" means any day other than a Saturday, Sunday, public holidays recognized by California governmental entities or any other day on which banking institutions in California are required or authorized by Applicable Law to be closed for business.
- 1.10 "Buyer Act" means (i) an act of Buyer to repair the Project Site or the Project Site roof (as the case may be) for any reason not directly related to damage caused by the Facility, and such repair requires the partial or complete temporary disassembly or movement of the Facility, or (ii) any act or omission of Buyer or Buyer's employees, Affiliates, agents, or subcontractors that results in a disruption or outage in Facility production.
- 1.11 "Buyout Date" has the meaning assigned to it in Section 2.2.
- 1.12 "Buyout Payment" has the meaning set forth in Section 2.2
- 1.13 "Buyer Address for Payments" means the address to which invoices to the Buyer should be sent, currently:

Office of the Purchasing Division, Sunnyvale City Hall Annex
650 West Olive Avenue, Sunnyvale, CA 94086

- 1.14 "Buyer Address for Notices" means the addresses to which notices to the Buyer should be sent as set forth in Exhibit 3 of this Agreement.
- 1.15 "Buyer Default" - has the meaning set forth in Section 10.3.
- 1.16 "California Renewables Portfolio Standard" means the California State Public Utilities Commission program that requires investor-owned utilities, electric service providers, and community choice aggregators to increase procurement from eligible renewable energy resources to 33% of total procurement by 2020.
- 1.17 "California Solar Initiative" means the program providing ratepayer funded incentives for eligible solar energy systems adopted by the California State Public Utilities Commission and implemented through chapter 8.8 (commencing with Section 25780) to Division 15 of the California Public Utilities Code.

"Commissioning Tests" means the tests set forth in Exhibit 13 [Technical Specifications and

Requirements].

- 1.18 "Commencement of Work Date" means the date on which Seller begins site preparation (including, but not limited to, grading or clearing the site) of the Project Site or the physical construction work at the Project Site of a Facility.
- 1.19 "Commercial Operation Deadline" means that the Commercial Operation Deadline shall be extended on a day-for-day basis for any Force Majeure Event or breach of this Agreement by Buyer, or to the extent the CSI construction deadline is extended for a Facility.
- 1.20 "Commercially Available Local Electric Utility Provided Energy" means the current applicable PG&E rate tariff time of use price in cents per kilowatt hour for the Project Site.
- 1.21 "Contract AC Power Rating" means the AC power rating for the Facility in a given Contract Year, as specified in Exhibit 4 to this Agreement.
- 1.22 "Contract Capacity" means the maximum instantaneous output of the Facility in kilowatts AC measured at the Delivery Point.
- 1.23 "Contract Price" means the price in \$U.S. per kWh to be paid by Buyer to Seller for the purchase of the Delivered Energy, as specified in Article 4 and Exhibit 4 to this Agreement.
- 1.24 "Contract Year" means each year beginning on the Actual Commercial Operation Date and succeeding anniversaries of such Date ("Anniversary Date"), and ending on the date immediately preceding the subsequent Anniversary Date.
- 1.25 "Data Acquisition System" means physical devices, data monitoring equipment and apparatus associated with real-time monitoring of the quantities of AC energy generated by each Facility and complying with all requirements of Article 4.
- 1.26 "Daylight Hours" means hours that the inverter would normally be operating.
- 1.27 "Daylight Savings Adjustment" means the time periods that begin and end one hour later for the period between the second Sunday in March and the first Sunday in April, and for the period between the last Sunday in October and the first Sunday in November.
- 1.28 "Days" unless otherwise specified, shall mean calendar days.
- 1.29 "Degradation" means forecasted deterioration of the Facility calculated on an annual basis due to normal wear and tear and decreasing efficiency causing reductions in power output.
- 1.30 "Delivered Energy" the amount of Energy delivered by Seller as recorded by Seller's Meters.
- 1.31 "Delivery Point" means the metering point at the load side of the transformer for each Facility, as specified in Exhibit 5 of this Agreement.
- 1.32 "Disruption Period" means the period of time that a Facility is not available due to a Buyer Act.

- 1.33 "Deemed Generated Energy" means the quantity of electric energy, expressed in MWh, that Seller reasonably calculates would have been produced by the Facility and made available at the Delivery Point during each measurement period, determined by taking into account during the relevant measurement period the radiometers or like devices at the Facility, or if such monitoring equipment is unavailable during a relevant interval, then using available data or interpolated data determined in accordance with Prudent Industry Practices.
- 1.34 "EA Agency" means any local, state or federal entity, or any other Person, that has responsibility for or jurisdiction over a program involving transferability of Environmental Attributes, including the Clean Air Markets Division of the United States Environmental Protection Agency, the California Resources, Conservation and Development Commission, the California Public Utilities Commission, and any successor agency thereto.
- 1.35 "Early Termination Fee" means the applicable fee associated with an early termination of this Agreement as set forth in the table in Exhibit 2 of this Agreement.
- 1.36 "Effective Date" means the date set forth in the first paragraph of this Agreement.
- 1.37 "Energy" means the electricity generated by each Facility pursuant to this Agreement, as expressed in units of kWh.
- 1.38 "Environmental Attributes" means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from each Facility, and its displacement of conventional energy generation. Environmental Attributes include but are not limited to: (i) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (Sox), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (ii) any avoided emissions of carbon dioxide (CO₂), methane (CH₄) and other greenhouse gases that have been determined by the United Nations Intergovernmental Panel on Climate Change to contribute to the actual or potential threat of altering Earth's climate by trapping heat in the atmosphere; and (iii) the reporting rights to these avoided emissions such as Green Tag Reporting Rights. Environmental Attributes for purposes of this Agreement expressly excludes Existing Financial Incentives.
- 1.39 "Environmental Attributes Reporting Rights" means all rights to report ownership of the Environmental Attributes to any Person, including under the Energy Policy Act of 1992, and any regulations promulgated thereunder.
- 1.40 "Environmental Laws" shall mean and include all federal, state and local laws, statutes, ordinances, regulations, resolutions, decrees and/or rules now or hereinafter in effect, as may be amended from time to time, and all implementing regulations, directives, orders, guidelines, and federal or state court decisions, interpreting, relating to, regulating or imposing liability (including, but not limited to, response, removal, remediation and damage costs) or standards of conduct or performance relating to industrial hygiene, occupational health, and/or safety conditions, environmental conditions, or exposure to, contamination by, or clean-up of, any and all Hazardous Materials, including without limitation, all federal or state super lien or environmental clean-up statutes.

- 1.41 "Existing Financial Incentives" means (i) the ITC and any tax deductions or other benefits under the Internal Revenue Code or applicable state law available as a result of the ownership and operation of the Generating Facilities or the Output generated by each Facility (including without limitation tax credits, accelerated depreciation, or bonus depreciation) that are in effect on the Effective Date and, (ii) any other financial incentives that result from the ownership and operation of the Generating Facilities or the Output that are in effect on the Effective Date.
- 1.42 "Expected Annual Contract Quantity" means the amount of Delivered Energy and Environmental Attributes that Seller expects to deliver from a Facility to Buyer hereunder in a given Contract Year, as set forth in Exhibit 5 (Expected Annual Contract Quantity) of this Agreement.
- 1.43 "Expected Commercial Operation Date" means the date on which the Parties expect a Facility to achieve Actual Commercial Operation, established in accordance with Article 3.
- 1.44 "Facility" has the meaning set forth in the Recitals, as further described in Exhibit 1.
- 1.45 "Fair Market Value" or "FMV" means the value a nationally recognized independent, third-party professional appraiser with experience and expertise in the solar photovoltaic industry would determine a photovoltaic system to have when negotiated in an arm's-length, free market transaction between an informed, willing seller and an informed, willing buyer, neither of whom is under compulsion to complete the transaction.
- 1.46 "Financing Party" means, as applicable (i) any Person from whom Seller leases the Generating Facilities or (ii) any Person who has made or will make a loan to or otherwise provide capital to Seller with respect to the Generating Facilities.
- 1.47 "Force Majeure Event" has the meaning set forth in Article 8.
- 1.48 "Full Assignment" has the meaning set forth in Section 12.2.
- 1.49 "Generating Facilities" or "PV System" means each of Seller electricity generating facility as more particularly described in Exhibit 5 of this Agreement, excluding the Project Sites, land rights, and interests in land.
- 1.50 "Governmental Authority" means any federal or state government, or political subdivision thereof, including, any municipality, township or county, special district or any other entity or authority exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including, any corporation or other entity owned or controlled by any of the foregoing.
- 1.51 Not used.
- 1.52 "Hazardous Materials" shall mean any and all (a) substances, products, by-products, waste, or other materials of any nature or kind whatsoever which is or becomes listed, regulated or addressed under any Environmental Laws, and (b) any materials, substances, products, by-products, waste, or other materials of any nature or kind whatsoever whose presence in and of itself or in combination with other materials, substances, products, by-products, or waste may

give rise to liability under any Environmental Law or any statutory or common law theory based on negligence, trespass, intentional tort, nuisance, strict or absolute liability or under any reported decisions of any state or federal court; and (c) any substance, product, by-product, waste or any other material which may be hazardous or harmful to the air, water, soil, environment or affect industrial hygiene, occupational health, safety and/or general welfare conditions, including without limitation, petroleum and/or asbestos materials, products, and by-products.

- 1.53 "Interconnection" means the interconnection of the Project Site electrical system to the Transmission System, including construction, installation, operation, and maintenance of all interconnection facilities.
- 1.54 "Interconnection Agreement" means the agreement between Buyer and the Local Electric Utility which sets forth the terms and conditions for Interconnection of the Facility and the Project Site electrical system to the Transmission System, as amended from time to time.
- 1.55 "Investment Tax Credit" or "ITC" means the federal tax credit associated with the ownership of eligible renewable energy projects as available under Section 48 of the Internal Revenue Code (26 U.S.C. Section 48).
- 1.56 "ISO Tariff" means the Federal Energy Regulatory Commission-approved tariff under which the California Independent System Operator (ISO) operates.
- 1.57 "Kiosk" means a single viewing station for the Buyer and the general public to view the production of electricity of the Generating Facilities as defined in Article 4.1(c)
- 1.58 "KW" means one kilowatt of power or nameplate capacity expressed as peak power DC (direct current).
- 1.59 "kWh" means one kilowatt of electricity supplied for one hour.
- 1.60 "Holidays" for the purposes of this Agreement are New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day. The dates will be those on which the holidays are legally observed.
- 1.61 "Interest Rate" means, for any date:
- (a) The per annum rate of interest equal to the "Prime Rate" published in The Wall Street Journal under "Money Rates" or such date (or if not published on such date on the most recent preceding day on which published); plus
 - (b) Two percentage points (2%); provided, in no event may the Interest Rate exceed the maximum interest rate permitted by Applicable Laws.
- 1.62 "Local Electric Utility" means the local electric distribution owner and operator providing electric distribution and interconnection services to Buyer & Seller at the applicable Project Site.
- 1.63 "Local Electric Utility Tariffs" means the duly authorized tariff, rules, schedules, protocols and

other requirements of PG&E, as these may be amended from time to time.

- 1.64 "Lost Output" means the Deemed Generated Energy calculated during Lost Output Events for the relevant Measurement Period.
- 1.65 "Lost Output Event" has the meaning set forth in Section 4.1(d).
- 1.66 "Measurement Period" has the meaning set forth in Section 4.1(d).
- 1.67 "Meter" or "Meters" means the physical metering devices, data acquisition equipment and apparatus associated with the meters owned by Seller and used to determine the quantities of Energy generated by each Facility and to record other related parameters required for the reporting of data to Seller.
- 1.68 "Metered Energy" means the amount of Energy measured at the Meter for each Facility, including any adjustments programmed into the Meter for distribution losses after the Delivery Point.
- 1.69 "Milestone" means a defined and significant event that will occur during the engineering, construction, and installation of the Facility, as identified in the Request for Proposals and Exhibit 13 (General Provisions, Special Provisions, and Technical Specifications) including, without limitation, completion of Commissioning Tests, issuance of a PG&E permission to operate notification, commissioning of the Data Acquisition System, and the occurrence of the Actual Commercial Operation Date.
- 1.70 "MW" means one megawatt of power or nameplate capacity expressed as peak power DC (direct current).
- 1.71 "MWh" means one megawatt of electricity supplied for one hour.
- 1.72 "Outage" means a physical state in which all or a portion of the Facility is unavailable to provide Energy to the Delivery Point.
- 1.73 "Output" means (i) the Contract Capacity and associated Energy; (ii) Test Energy; and (iii) all Environmental Attributes.
- 1.74 "Parties" means Buyer and Seller, and each such Party's respective successors and permitted assignees.
- 1.75 "Party" means Buyer or Seller, and each such Party's respective successors and permitted assignees.
- 1.76 "Permits" means local authorizations, certificates, permits, licenses, and approvals required by any Governmental Authority for the construction, ownership, operation and maintenance of a Facility.
- 1.77 "Person" means an individual, corporation, partnership, Limited Liability Company, business trust, joint stock company, trust, unincorporated association, joint venture, firm, or other entity, or a Governmental Authority.

- 1.78 "PG&E" means Pacific Gas and Electric Company, who is the Local Electric Utility, as defined herein.
- 1.79 "Preliminary Requirements" has the meaning set forth in Section 3.7.
- 1.80 "Prevailing Wage" means the State of California Public Works Contract Requirements pursuant to sections 1770 et seq. of the California Labor Code.
- 1.81 "Project Site" means the real property, on which each Facility is to be built and located, as described in Exhibit 1 (License Agreement) to this Agreement.
- 1.82 "Prudent Industry Practice" means those practices, methods and equipment, as changed from time to time, that: (i) when engaged in, or employed, are commonly used in the State of California in prudent electrical engineering and operations to operate electricity equipment lawfully and with safety, reliability, efficiency and expediency; or (ii) in the exercise of reasonable judgment considering the facts known, when engaged in could have been expected to achieve the desired result consistent with applicable law, safety, reliability, efficiency, and expediency. Prudent Industry Practices include but are not limited to an optimum practice, method, selection of equipment or act.
- 1.83 Not used.
- 1.84 "Renewable Energy Credit" has the meaning set forth in California Public Utilities Code section 399.12(h) as may be amended from time to time or as further defined or supplemented by applicable law.
- 1.85 "Renewal Term" has the meaning set forth in Article 2.1.
- 1.86 "Requirements of Law" means, collectively, any federal or state law, treaty, franchise, rule, regulation, order, writ, judgment, injunction, decree, award or determination of any arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon Seller or Buyer or any of their property or to which Seller or Buyer or any of their respective properties are subject.
- 1.87 "Schedule" "Scheduled" or "Scheduling" means the actions of Seller, Buyer and /or their designated representatives, including each Party's Local Electric Utility, if applicable, of notifying, requesting and confirming to each other the quantity of Energy to be delivered for each interval on any given day on which the delivery of Energy is scheduled to occur during the Term at the Delivery Point.
- 1.88 "Seller" has the meaning set forth in the first paragraph of this Agreement, and for purposes of access rights and other rights necessary for Seller to perform its obligations hereunder, the term "Seller" includes Seller's authorized agents, contractors and subcontractors.
- 1.89 "Seller Address" means: [Project Company, LLC] 1814 Franklin Street Floor 7, Oakland, CA 94612.

- 1.90 "Seller Default" has the meaning set forth in Section 10.2(a).
- 1.91 "Seller's Project Management Team" means individuals identified by Seller as responsible for oversight and contract management of all phases of project design/build, operations, maintenance, verification and billing account management.
- 1.92 "Solar Insolation" means the amount of solar energy in kWh per square meter falling on a particular location.
- 1.93 "Substantial Completion" means when (i) installation of all necessary components and systems of a Facility (except for completion of painting, final grading, and similar portions of the construction work not affecting the operability, safety, or mechanical and electrical integrity of the Facility) have been completed; (ii) the Facility is mechanically and electrically sound; and (iii) the Facility is ready for initial operation, adjustment, and testing.
- 1.94 "Taxes" has the meaning set forth in Section 5.2..
- 1.95 "Term" has the meaning set forth in Section 2.1.
- 1.96 "Transmission System or Local Electric Utility Electricity Grid" means the facilities used for the distribution and transmission of electricity, including any modifications or upgrades made to such facilities, owned or operated by the Local Electric Utility.
- 1.97 "WREGIS" means the Western Renewable Energy Generation Information System or any successor renewable energy tracking program.

ARTICLE 2: TERM

- 2.1 **TERM:** The term of this Agreement shall commence on the Effective Date and shall continue for twenty-five (25) years from the Actual Commercial Operation Date of the Facility ("Initial Term", and together with any Renewal Terms, the "Term"), unless and until terminated earlier pursuant to the provisions of this Agreement. After the Initial Term, this Agreement may renew for a Facility, or all of the Generating Facilities, for additional five year terms (each a "Renewal Term"), if a written request for renewal is given by the Buyer at least one hundred eighty (180) days prior to the expiration of the Initial Term, or any Renewal Term, as the case may be. For each renewed Facility, the Parties shall confer and agree on a schedule for the Contract Price, Escalation Rate, Early Termination Fees, and Expected Annual Contract Quantity for any Renewal Term. The remainder of the terms and conditions shall remain substantially the same for each Renewal Term as for the Initial Term. If Seller consents to renewal of a Facility, it shall provide written notice of consent to the renewal within sixty (60) days of the date of the request by Buyer. If consent by Seller is not provided within such sixty (60) day period, this Agreement shall expire as to that Facility as of the last day of the Initial Term. No later than sixty 60 days after Seller provides consent to a Renewal Term, which consent shall state the mutually agreed upon schedule for the Price, Escalation Rate, Early Termination Fees, and Expected Annual Contract Quantity for such Renewal Term, Buyer shall confirm to Seller in writing of its intent to proceed with its option for a Renewal Term. Documentation of any such Renewal Term and changes to Contract Price, Early Termination Fees and Expected Annual Contract Quantity shall be in the form of an amendment to this Agreement. In the event Buyer does not provide such confirmation, this Agreement shall expire as of the last day of the Initial Term or applicable Renewal Term for such Facility. Upon expiration of the Initial or Renewal Term, Seller shall cause the Facility to be removed from the Project Site pursuant to Article 10.5(a). All timelines for action pursuant to this Section 2.1 may be extended at the Parties' mutual written agreement.
- 2.2 **BUYER'S EXERCISE OF PURCHASE OPTION:** So long as a Buyer Default shall not have occurred and be continuing, Buyer has the option to purchase (the "Purchase Option") a Facility for a purchase price equal to its FMV (the "Buyout Payment"), at any point after ninety-one (91) days after each of the sixth (6th), twelfth (12th), or eighteenth (18th) anniversary of the Actual Commercial Operation Date of the Facility, or ninety (90) days prior to the end of Initial Term or Renewal Term, if applicable. If Buyer chooses to exercise the Purchase Option, the following steps shall be followed by the Parties:
- (a) Buyer shall provide Seller with at least two hundred and forty (240) days written notice of its intent to purchase the Facility on a date certain (such date, the "Buyout Date").
 - (b) For a reasonable period not exceeding thirty (30) days from the date of provision of notice referred to in Article 2.2 (a), the Parties shall make best efforts to agree on the selection of a nationally recognized independent, third-party professional appraiser with experience and expertise in the solar photovoltaic industry to determine the FMV as of the Buyout Date. Such appraiser shall act reasonably and in good faith to determine the Fair Market Value of the Facility on an installed basis and shall set forth such determination in a written opinion delivered to the Parties; provided that in no event shall the FMV be less than the aggregate

of: (i) the net present value (using a discount rate of nine percent 9%) of the projected payments over the Term, had the Term remained effective for the full initial Term, and (ii) any and all other amounts previously accrued under this Agreement and owed by Buyer to Seller as of the date of Facility title transfer. Within sixty (60) days of the selection of such appraiser, s/he shall evaluate and determine the FMV of the applicable Facility as of the Buyout Date and shall submit a report on same to the Parties. The costs of the appraisal shall be borne by Buyer.

- (c) In the event that the Parties cannot agree on the selection of an appraiser to determine the FMV, each Party shall, no later than sixty (60) days from the date of notice referred to in Article 2.2 (a), retain the services of a nationally recognized independent, third-party professional appraiser with experience and expertise in the solar photovoltaic industry. Each Party shall bear its own costs for its respective appraiser and of any appraisal conducted by him/her. Within fifteen (15) days of their retention, the two appraisers selected by the Parties shall mutually select a third nationally recognized independent, third-party appraiser with experience in the solar photovoltaic industry, whose services shall be equally paid for by the Parties. Within sixty (60) days of the selection of such third appraiser, the three appraisers shall evaluate and determine the FMV of the Facility and shall submit their reports to both Parties. The appraiser's valuation that diverges the greatest from each of the other two appraisers' valuations shall be disregarded, and the arithmetic mean of the remaining two appraisers' valuations shall be deemed to be the FMV of the Facility. If no such valuation may be established then the arithmetic mean of all three valuations shall be deemed to be the FMV of the Facility. The appraisers shall conduct their appraisals independently and shall not share the results of their appraisal or data with each other.
- (d) No later than sixty (60) days after determination of the FMV of the Facility, Buyer shall confirm to Seller in writing of its intent to proceed with its option to purchase the Facility at the Buyout Payment determined pursuant to this Article 2.2. In the event Buyer does not provide such written confirmation, the provisions of this Agreement shall be applicable as if Buyer had not exercised the Purchase Option.
- (e) If Buyer confirms its intent to proceed with its option to purchase as specified above, the Parties shall promptly execute all documents necessary to (i) cause title and ownership of the Facility to pass to Buyer on the Buyout Date, free and clear of any Liens, and (ii) to the extent such warranties are assignable, assign all warranties for the Facility to Buyer. Buyer shall pay the Buyout Payment to Seller on or about the Buyout Date, in accordance with any previous written instructions delivered to Buyer by Seller for payments under this Agreement. Upon such execution of documents and payment of the Buyout Payment, as to the Facility this Agreement shall terminate automatically and Buyer shall own the Facility and all Environmental Attributes and Existing Financial Incentives, if any, relating to the Facility. For the avoidance of doubt, payment of the Buyout Payment shall be in lieu of and instead of any payments described in Article 4 accruing from and after the Buyout Date. Seller shall provide all necessary cooperation with the Buyer to give prompt effect to this transfer.
- (f) All other personal property of the Seller not included in the Buyer's purchase shall be

removed by Seller from the Project Site within ninety (90) days of the Buyout Date at no cost to Buyer.

- 2.3 TERMINATION: Buyer may terminate this Agreement as to any Facility prior to the expiration of the Initial Term without cause upon sixty (60) days' prior written notice. If Buyer elects to terminate this Agreement without cause for a Facility, Buyer shall pay to Seller the applicable Early Termination Fee. The Early Termination Fee shall be the applicable amount set forth in the table in Exhibit2. However, if Buyer terminates this Agreement for reasons otherwise specified in this Agreement including, but not limited to: (i) termination for CEQA compliance (Section 3.6); (ii) termination for Force Majeure (Article 8); and (iii) termination for failure of the Preliminary Requirements (Section 3.9), Buyer is not liable to the Seller for the Early Termination Fee. In the event that Buyer terminates this Agreement without cause, Seller shall, within one hundred eighty (180) calendar days of the notice of termination from Buyer, or Buyer's payment of the Early Termination Fee, if applicable, shall cause the applicable Facility to be disconnected and removed from the Project Site, and shall remediate and restore the Project Site to the condition preceding the installation of the Facility as set forth in Section 10.5.

ARTICLE 3: ENGINEERING AND CONSTRUCTION REQUIREMENTS

- 3.1 All elements of engineering, construction and installation of the Generating Facility are Seller's sole responsibility, provided that Buyer cooperates in good faith with Seller to satisfy the requirements of the Local Electric Utility.
- 3.2 Seller shall provide the services as described herein and in Exhibit 11 (Detailed Scope of Work).
- 3.3 The Contract Price includes all required American with Disabilities Act ("ADA") obligations and costs. However, for the avoidance of doubt, Seller's ADA obligations shall apply only to the Generating Facility and to the construction and installation work performed by Seller or Seller's contractors; such ADA obligations shall not apply to any building, facility, parking lot or path of travel outside of the Generating Facility footprint.
- 3.4 Seller shall provide weekly status reports from the Effective Date through the Actual Commercial Operation Date, as well as any additional briefing requested by Buyer.
- 3.5 Seller will create, maintain and provide to Buyer, minutes of meetings between Buyer's representatives and Seller's Project Management Team.
- 3.6 CEQA Compliance
- (a) Compliance with the California Environmental Quality Act ("CEQA"), California Pub. Res. Code § 21000 et seq., is a condition precedent to the Buyer's obligations under this Agreement. The Seller shall not have any right to install a Facility until the Buyer has fully complied with CEQA, issued a statement to Seller attesting to the fact that Buyer has fully complied with CEQA as it relates to the Facility included in this Agreement, and issued a notice to proceed to Seller. In most cases, the Buyer expects to satisfy the CEQA requirements with a Notice of Exemption for each Generating Facility.
 - (b) If a Notice of Exemption is challenged by a third party and/or if the Buyer, in its discretion, determines that a mitigated negative declaration ("MND") or environmental impact report ("EIR") is required to comply with CEQA, then Buyer shall, provide Seller with a written statement detailing the reasons that Buyer believes that a MND or an EIR is required to comply with CEQA, the estimated cost to comply with CEQA for the Facility, and a statement that it will or will not pay for the estimated cost to comply with CEQA for the Facility. If Buyer declines to pay for all of the estimated costs to comply with CEQA, then this Agreement shall terminate as to the Facility, and neither Party shall have any liability to the other Party (other than any such liabilities that have accrued prior to such termination).
 - (c) Within ten business days after the Effective Date, Buyer shall provide Seller either (1) a notice to proceed based on a Notice of Exemption under Section 3.6(a), or (2) the notice described pursuant to Section 3.6(b), including Buyer's election regarding payment of costs.
- 3.7 Engineering - Design Phase
- During this phase, Seller shall proceed with all activities necessary to allow commencement of the construction phase, including completing the Preliminary

Requirements (as set forth below) within the timeframes established in Exhibit 12 (Project Site Milestones). Upon completion of this phase, Seller shall proceed with the installation and construction phase. Seller's failure to meet Preliminary Requirements will be subject to Section 3.9 below.

(a) Preliminary Requirements:

- (i) Within five (5) business days after the execution of this Agreement, the Seller must comply with the insurance requirements for the design phase. Seller shall maintain such coverage throughout this phase.
- (ii) Seller must comply with all system design requirements set forth in Exhibit 13 (General Provisions, Special Provisions, and Technical Specifications).
- (iii) Within the timeframe set forth in Exhibit 12 (Project Site Milestones), as such timeframe may be extended pursuant to this Agreement:
 - (1) Seller shall notify the Buyer in writing of the Expected Commercial Operation Date. The Expected Commercial Operation Date shall be no later than the Commercial Operation Deadline, or any extensions thereof.
 - (2) Each Party, upon request, shall furnish current certificates evidencing that the insurance coverage required is being maintained.
- (iv) Within the timeframe, set forth in Project Site Milestones, as such timeframe may be extended pursuant to this Agreement:
 - (1) Seller must have obtained a financing commitment for construction of each Facility and submitted a signed term sheet or redacted financing agreement as satisfactory proof of such financing commitment to the Buyer or in the alternative, Seller may certify in writing that Seller will be self-financing the construction of the Facility and that Seller has sufficient funds to do so. Such certification shall be submitted by Seller in the Performance Bond in Exhibit 10 of this Agreement.
- (v) Within the timeframe set forth in the, Exhibit 12 (Project Site Milestones) for a Facility, as such timeframe may be extended pursuant to this Agreement, Seller must have applied for a building permit for the Facility.
- (vi) Seller must have obtained approval from the Buyer, which shall not be unreasonably withheld, conditioned or delayed of the final 100% detailed engineering drawings and specifications for the Facility. Seller must submit 50%, 90% and final 100% detailed engineering drawings and specifications for the Facility to Buyer for approval no later the date set forth in the Project Site Milestones as such date may be extended pursuant to this Agreement. For each submittal of detailed engineering drawings and specifications, Buyer shall have fifteen (15) business days to provide written approval to Seller.

3.8 Construction Phase

- (a) The Seller must comply with the insurance requirements for the construction phase included as included in Exhibit 8 (Insurance Requirements). Seller shall maintain such coverage throughout this phase.
- (b) Seller will cause each Facility to be designed, engineered, installed and constructed substantially in accordance with Exhibit 13 (General Provisions, Special Provisions, and Technical Specifications) of this Agreement and Applicable Law, including but not limited to, the payment of Prevailing Wages, as applicable. All construction of a Facility, including but not limited to, any site preparation, landscaping or utility installation, shall be performed only by Seller or by independent contractors with demonstrated competence and experience in the construction of the photovoltaic systems, and duly licensed under the laws of the State of California, pursuant to written contracts with such contractors. Prior to the commencement of construction on a Facility, Seller shall deliver to Buyer for its review and approval, which approval shall not be unreasonably withheld, delayed, or conditioned, a complete set of plans and specifications relating to the installation of the Facility, which shall comply with all applicable uniform construction codes. Buyer shall be deemed to have approved such plans and specifications if Buyer fails to transmit notice of disapproval within the timeframe established in the Exhibit 12 (Project Site Milestones). Buyer shall have the right, but not the obligation, to inspect all construction solely for the purpose of confirming that Seller is adhering to the specifications provided for in Exhibit 13 (General Provisions, Special Provisions, and Technical Specifications) to this Agreement, provided that Buyer's inspections are done at a reasonable frequency and during reasonable dates and times.
- (c) Seller must comply with all requirements set forth in applicable building and electrical codes and Exhibit 13 (General Provisions, Special Provisions, and Technical Specifications).
- (d) Seller must be register with the State of California in order to be considered for contract award, Seller must be registered with the State of California, Department of Industrial Relations (DIR) through the Public Works Contractor Registration Program (PWC Registration). Registration must remain current throughout the project entirety. It is the Seller's responsibility to not allow their PWC Registration to lapse during the project and to ensure all Seller's registrations remain current. If any penalties are issued to the City for Seller being unregistered with the DIR or for a lapse in a Seller's PWC Registration, these penalties will be passed onto the Seller.

3.9 Parties' Rights to Terminate Prior to Commercial Operation

- (a) Buyer's Rights to Terminate: If Seller fails to complete the Preliminary Requirements in conformance with Section 3.7 with respect to a Facility, Buyer may terminate this Agreement as to the applicable Facility without penalty, liability or expense of any kind to Buyer by providing to Seller a written notice of termination after the deadline for completion of the Preliminary Requirements, as such deadline may be extended pursuant to this Agreement; provided, however that any such written notice of termination for non-compliance with Article 3.7, sections (a)(i) - (a)(v) shall be provided by Buyer to Seller prior to the Commencement of Work Date and any written notice of termination for noncompliance

with Article 3.7 section (a)(vi) may be provided by Buyer after the Commencement of Work Date. The Buyer may extend deadlines at its option. If Buyer elects to terminate this Agreement pursuant to this Section 3.9(a), Seller shall take all actions necessary to return the Project Site to the condition Seller first encountered them, ordinary wear and tear excepted, at no cost to the Buyer. Buyer's right to terminate hereunder shall not be subject to the alternative dispute resolution procedures in Section 9.1. If Buyer determines that it wishes to exercise its termination right pursuant to this Section 3.9(a), Buyer shall give written notice to Seller within fifteen (15) days of such determination, specifying the basis for the termination. Upon receiving such notice, if Seller is able to cure, Seller shall have 45 days to provide a cure for the circumstance identified by Buyer as the basis for termination. The Buyer shall not exercise its rights under section 3.9(a) until it has provided a written notice to the Seller of its intent to do so and allowed the Seller 45 days to attempt to cure. The Seller shall have the option, but not the obligation, to cure.

- (b) Seller's Rights to Terminate: In the event that any of the following events or circumstances occur prior to the Actual Commercial Operation Date for a Facility, Seller may (at its sole discretion) terminate this Agreement, subject to Sections 3.9(d) and (e), as to the Facility, in which case neither Party shall have any liability to the other Party as to the Facility:
 - (i) Seller has not received a fully executed (i) Exhibit 1 (License Agreement) to this Agreement), and (ii) a release or acknowledgement from any mortgagee of the Project Site, if required by Seller or Seller's Financing Party, to establish the priority of its security interest in the Facility.
 - (ii) Seller has not received evidence that interconnection services will be available with respect to energy generated by the Facility.
 - (iii) Seller has reasonably determined that there are easements, covenants, conditions, or restrictions or other liens or encumbrances that would materially impair or prevent the installation, operation, maintenance or removal of the Facility.
- (c) Remediation: If Seller wishes to exercise its termination rights listed in section 3.9(b) with regard to a specific Facility, Seller shall take all actions necessary to return the Buyer's Project Site where the applicable Generating Facility was to be installed to the condition the Seller first encountered it in within ninety (90) days.
- (d) Buyer Option to Cure: Notwithstanding anything to the contrary, if Seller determines that it wishes to exercise termination pursuant to section 3.9(b), Seller shall give written notice to Buyer within 15 days of such determination, specifying the basis for the termination. Upon receiving such notice, if Buyer is able to cure, Buyer shall have 45 days to provide a cure for the circumstance identified by Seller as the basis for termination. The Seller shall not exercise its rights under section 3.9(b) until it has provided a written notice to the Buyer of its intent to do so and allowed the Buyer 45 days to attempt to cure. The Buyer shall have the option, but not the obligation, to cure.
- (e) Mutual Rights to Termination: Either Party shall have the right to terminate this Agreement,

without liability to the other Party if:

- (i) Seller and Buyer mutually determine that the Project Site, as is, is insufficient to accommodate the Facility.
- (ii) Seller or Buyer reasonably determines that there exist site conditions at the Project Site (including environmental conditions) or construction requirements that were not known as of the Effective Date and that could reasonably be expected to materially increase the cost of installing the Facility or would adversely affect the electricity production from the Facility as designed; provided, however, that prior to terminating the Agreement pursuant to this Section 3.9(e)(ii), the Parties shall enter into good faith negotiations to equitably adjust the pricing for Energy hereunder to account for the increased costs of installing the Facility.
- (iii) Seller or Buyer reasonably determines that there has been a material adverse change in the rights of the Buyer to occupy the Project Site or the Seller to construct the Facility on the Project Site.

ARTICLE 4: DELIVERY OF POWER, METERING & MONITORING

4.1 Purchase & Sale

- (a) Commencing on the Actual Commercial Operation Date and continuing throughout the Term, subject to this Article 4, Seller shall sell and deliver at the Delivery Point, and Buyer shall purchase and accept from Seller at the Delivery Point, and pay for, the Output as follows:

Energy Pricing: The pricing for Energy delivered at the Delivery Point shall be the Contract Price for the current Contract Year. The invoice for Energy delivered by the Seller for the applicable monthly billing period shall be determined as follows:

P = Payment to Seller for Energy supplied to the Buyer over the billing period.

$P = EE \times EP$

EE = the total kWh of Delivered Energy to Buyer by Seller during the billing period.

EP= the Contract Price as per Exhibit 4 (Contract Price) to the Agreement.

- (b) Intentionally left blank.

(c) Meters

- (i) The transfer of Energy from Seller to Buyer shall be measured by Meters at the Delivery Point, which are selected, provided, installed, owned, maintained, programmed and operated, at the Seller's sole cost and expense, by Seller or its designee. Meters and all metering activities shall comply with all applicable requirements of the Local Electric

Utility Tariffs and the Buyer-PG&E Interconnection Agreement. Seller shall exercise reasonable care in the maintenance and operation of the Meters, and shall test and verify the accuracy of each Meter at least every two (2) years. Seller shall inform Buyer in advance of the time and date of these tests, and shall permit Buyer to be present at such tests and to receive the results of such tests. Metering must have an equivalent accuracy of +/- 2% or better and monitoring results from Seller's Performance Monitoring and Reporting Service (PMRS) that is viewable by Buyer at all times. Eligible meters and PMRS providers must be listed as approved on the Go Solar California website.

- (ii) Single Viewing Kiosk for the Generating Facility: At the location of Buyer's choice, Seller will install a single Kiosk for viewing by the general public consisting of a 20"LCD screen sufficient to view the Data Acquisition System ("DAS") monitoring of the Generating Facilities. The monitor shall be housed in a cabinet whose design, aesthetics, and cost are mutually agreed upon by Buyer and Seller. Buyer will allow Seller to use a 120v electrical outlet and data outlet located at the mutually agreed upon location which will be within a reasonable distance of an existing 120v electrical outlet. Seller's total installed cost of the Kiosk consisting shall not exceed \$5,000 US dollars. Following installation, Buyer shall provide and maintain communications equipment and services to the Kiosk.
- (iii) Communications Equipment. After the Actual Operating Date Seller shall install, own and maintain, at its sole cost and expense, communications equipment and services necessary to allow remote reading of the Meters.
- (iv) Meter Updates. Seller shall at its sole cost and expense, install any updates or upgrades to the Meters, and all associated measuring equipment necessary to permit an accurate determination of the quantities of Energy delivered under this Agreement. Seller shall permit the Buyer or Buyer's representative access to its Generating Facility for the purpose of verifying Meters.
- (d) Delivery Obligation. Beginning on the Actual Commercial Operation Date for each applicable Generating Facility, such Generating Facility shall produce not less than ninety percent (90%) of the applicable Expected Annual Contract Quantity (after accounting for weather-related and seasonal changes) during the Initial Term, measured every five (5) years (each five year period a "Measurement Period"), unless, and then only to the extent that, the failure to satisfy the Expected Annual Contract Quantity is due to (a) Facility failure, damage or downtime attributable to third parties, (b) resulting from general utility outages or any failure of any electric grid or any utility or grid ordered curtailment, (c) a Force Majeure Event, (d) acts or omissions of Buyer of any of its obligations hereunder, (e) manufacturing failure of any component of the Facility or failure by any manufacturer of any component of the Facility to timely honor its warranty obligations, (f) soiling conditions exceeding modeled soiling conditions¹, or (g) variations between modeled Insolation and temperature conditions

¹ Soiling shall be modeled as a baseline soiling loss of 1% per month which shall increase monthly by 1% unless the monthly average rainfall exceeds 1.2" or a manual array washing is planned.

and the actual Insolation and temperature at the Project Site in any applicable contract year (each event a "Lost Output Event"); provided Buyer has received written notice from Seller of such Lost Output Events. Subject to the terms and conditions of this Agreement, beginning on the fifth anniversary of the Actual Commercial Operation Date if, the actual output of such Generating Facility for the five (5) year period prior to such anniversary (the "Actual System Output") does not equal or exceed the 90% of Expected Annual Contract Quantity for such five (5) year period, Seller will credit Buyer on its next invoice an amount equal to the product of (i) the average of the annual Contract Prices found in the applicable site Exhibit 4 during such Measurement Period multiplied by (ii) the difference between the Actual System Output plus the Lost Output and the Expected Annual Contract Quantity for such Measurement Period.

- (e) Excess Energy. Buyer agrees to purchase up to 110% of the Expected Annual Contract Quantity. Buyer shall have the option, but not the obligation, to purchase the Output of any particular Generating Facility that exceeds 110% of the Expected Annual Contract Quantity. Seller will first offer any Energy beyond the 110% cap to Buyer and, only if Buyer does not exercise its option to purchase all or a portion of such excess Energy, Seller shall be permitted to resell the excess Energy, provided such sale is in accordance with all applicable laws

4.2 Monitoring System and Web Interface

- (a) Seller shall install, maintain, control, and operate a monitoring system for each Facility meeting the following requirements (the "Monitoring System"):
 - (i) The Monitoring System shall include, without limitation, ability to monitor revenue grade AC production data; weather data, (including ambient temperature and wind speed); and shall include a pyranometer.
 - (ii) Seller shall make available to Buyer a web-based tool or interface to view, collect and store data, in real time, including the energy delivered, and greenhouse gas emissions reduced.
 - (iii) The Monitoring System shall meet or exceed PG&E monitoring and reporting standards.
 - (iv) Additional requirements and specifications for monitoring are described in Exhibit 13 (General Provisions, Special Provisions, and Technical Specifications).

4.3 Delivery Point

- (a) Allocation of Costs and Risks. Except as expressly set forth in this Agreement, Seller is responsible for any costs or charges imposed on or associated with the Output or the delivery of the Output hereunder up to and at the Delivery Point. Except as expressly set forth in this Agreement, the Buyer is responsible for any costs or charges imposed on or associated with the Output, or its receipt, after the Delivery Point.

4.4 Environmental Attributes

- (a) Throughout the Term, Seller shall transfer to Buyer, and Buyer shall receive from the Seller, all rights, title and interest in and to the Environmental Attributes, if any, whether now existing or subsequently generated or acquired (other than by direct purchase from a third party) by Seller, or that hereafter come into existence, during the Term, as a component of the Output purchased by Buyer from Seller hereunder. Seller agrees to transfer and make such Environmental Attributes available to Buyer immediately to the fullest extent allowed by applicable law upon Seller's production or acquisition of the Environmental Attributes. Seller agrees that the Contract Price, as applicable is the full compensation for all Environmental Attributes.
- (b) Seller shall not assign, transfer, convey, encumber, sell or otherwise dispose of any portion of the Environmental Attributes to any Person other than Buyer.
- (c) During the Term, Seller shall not report to any Person that the Environmental Attributes granted hereunder to the Buyer belong to anyone other than the Buyer, and the Buyer may report under any program that such attributes purchased hereunder belong to it.
- (d) WREGIS- Prior to the Actual Commercial Operation Dates of a Facility, Seller shall register the Facility in WREGIS, and take all other actions necessary to ensure that the Energy or Environmental Attributes produced by the Facility are issued and tracked through WREGIS for purposes of satisfying the requirements of the California Renewables Portfolio Standard and transferred to Buyer as applicable.
- (e) Documentation. At Buyer's option, the Parties shall execute all such documents and instruments in order to effect the transfer of the Environmental Attributes specified in this Agreement to the Buyer or its designees, as Buyer may reasonably request. Upon notification by an EA Agency that any transfers contemplated by this Agreement will not be recorded, the Parties shall promptly cooperate in taking all reasonable actions necessary so that such transfer can be recorded. Each Party shall promptly give the other Party copies of all documents it submits to the EA Agency to effectuate any transfers.

4.5 Tax Credits and Financial Incentives

- (a) Buyer agrees to provide Seller information and documentation in support of Seller's rights and interests in Internal Revenue Service tax related benefits.

4.6 Project Site Security.

- (a) Throughout the Term, Buyer will provide security for each Facility to the extent of its normal security procedures, practices, and policies that apply to the Project Site.
- (b) Buyer will advise Seller immediately upon observing any damage to any Facility. Upon request by Seller, such as Seller receiving data indicating irregularities or interruptions in the operation of a Facility, Buyer shall, as quickly as reasonably practicable, send a person to observe the condition of the applicable Facility and report back to Seller on such observations.

4.7 Limitations on Obligation to Deliver

- (a) Except as expressly provided in this Agreement, Seller does not warrant or guarantee the amount of electric energy to be produced by each Facility for any hourly, daily, monthly, annual or other period.
- (b) Buyer acknowledges and agrees that Seller is not an electric utility or public service company and does not assume any obligations of an electric utility or public service company to supply Buyer's electric requirements. Provider is not subject to rate review by any Governmental Authority.

4.8 No Resale of Electricity

- (a) The energy purchased by Buyer from Seller under this Agreement shall not be resold, assigned or otherwise transferred to any other person without prior approval of the Seller, and Buyer shall not take any action which would cause Buyer or Seller to become an electric utility or public service company. For the avoidance of doubt, the sale or provision of energy to the local electric utility, whether compensated or not, under a Net Metering program that anticipates such sale or provision shall not be restricted by this Section.

4.9 Title to Facilities

- (a) Seller shall retain title to and be the legal and beneficial owner of each Facility at all times. Absent further written election by Seller, each Facility shall (i) remain the personal property of Seller and shall not attach to or be deemed a part of, or fixture to, the Project Site, and (ii) at all times retain the legal status of personal property as defined under Article 9 of the applicable Uniform Commercial Code.
- (b) Throughout the Term, Buyer and Seller warrants and represents that it shall keep each System free from all liens (other than those created by Seller or its creditors). Seller shall be entitled to, and is hereby authorized to, file one or more precautionary UCC Financing Statements or fixture filings, as applicable, in such jurisdictions as it deems appropriate with respect to each Facility in order to protect its title to and rights in each Facility.
- (c) The Parties intend that neither Buyer nor any party related to Buyer shall acquire the right to operate a Facility or be deemed to operate a Facility for purposes of Section 7701 (e)(4)(A)(i) of the Internal Revenue Code, as amended, and the terms of this Agreement shall be construed consistently with the intention of the Parties.
- (d) Buyer shall provide timely notice of Seller's title and sole ownership of each Facility to all Persons that have, or may come to have, an interest in or lien upon the real property comprising the Project Site. If Seller determines to treat any component of a Facility as real property, it will seek Buyer's consent in writing along with the reasons therefore, and any required third party consents arising by reason of such characterization. Buyer shall not unreasonably withhold its consent.
- (e) Notwithstanding the foregoing, Financing Party may hold title to a Facility pursuant to a sale/leaseback transaction.

4.10 Interconnection Deactivated

- (a) If an interconnection with the Local Electric Utility becomes deactivated due to the acts or omissions of Buyer such that a Facility is no longer able to produce energy or deliver energy to the Local Electric Utility, Buyer will pay Seller any lost Seller revenues associated with the period of such deactivation.

ARTICLE 5: BILLING AND PAYMENT

5.1 Billing and Payment

- (a) During the Term on a monthly basis Seller shall invoice Buyer, and Buyer shall make payment for Energy delivered to Buyer, in accordance with Article 4. Such payment is full compensation to Seller for the Delivered Energy received under this Agreement. Invoices furnished by Seller under this Agreement must be in a form acceptable to the Buyer, and must include a unique invoice number.
- (b) All payments shall be made on or before thirty (30) days after receipt of an invoice. Each Party shall make payments by electronic funds transfer, if available, or by other mutually agreeable method(s), to the account designated by the other Party.
- (c) All payments made hereunder shall be made free and clear of any tax, levy, assessment, duties or other charges and except as specifically set forth herein, not subject to reduction, withholding, set-off, or adjustment of any kind.
- (d) Disputed Payments. If a **bona fide** dispute arises with respect to any invoice, Buyer shall pay the undisputed portion of the invoice and state, in writing, the basis for the dispute. If an amount disputed by Buyer is subsequently deemed to have been due pursuant to the applicable invoice, interest shall accrue at the Interest Rate on such amount in dispute from the date becoming past due under such invoice until the date paid.

5.2 Allocation of Taxes and Possessory Interest Tax

Buyer shall either pay or reimburse Seller for any and all taxes assessed on the generation, sale, delivery or consumption of electric energy produced by the Generating Facility or the interconnection of the Generating Facility to the Utility's electric distribution system, including property taxes on the Generating Facility; provided, however, Buyer will not be required to pay or reimburse Seller for any taxes during periods when Seller fails to deliver electric energy to Buyer due to the action or omission of Seller. For purposes of this section, "Taxes" means any federal, state and local ad valorem, property, occupation, generation, privilege, sales, use, consumption, excise, transaction, and other taxes, regulatory fees, surcharges or other similar charges, but shall not include any income taxes or similar taxes imposed on Seller's revenues due to the sale of energy under this Agreement, which shall be Seller's responsibility. Nothing shall obligate or cause a Party to pay or be liable to pay Taxes for which it is exempt under the law.

ARTICLE 6: REMOVAL OF GENERATING FACILITY

6.1 Removal and Disposal Fund Requirements – Seller to provide a Removal and Disposal Bond to Buyer as described below.

- (a) Estimate of Removal Costs. No later than five hundred and forty-five (545) days prior to the expiration of the Term for each Facility, Seller shall provide Buyer a written estimate of the cost to remove the applicable Facility and restore the applicable Project Site to its condition prior to the installation of the Facility, excluding ordinary wear and tear. The Parties shall meet and confer within thirty (30) days after such written estimate is received by Buyer to resolve any concerns regarding such estimated cost. Seller shall provide to Buyer a Removal and Disposal Bond equal to the agreed upon estimate not less than three hundred and sixty-five (365) days prior to the expiration of the Term for each Facility.

6.2 Abandonment.

If Seller fails to complete its removal and restoration obligations under this Agreement within one hundred eighty (180) Days of after termination of this Agreement, then, in addition to Buyer's other remedies under this Agreement, at law or in equity for such failure, any part of a Facility and all personal property of Seller not removed from the Project Site within one hundred eighty (180) Days after such termination of this Agreement shall be deemed abandoned by Seller, and shall become the property of Buyer, and Buyer may, at its option, remove and warehouse or otherwise dispose of such property or retain ownership thereof indefinitely, as it determines in its sole discretion. Buyer shall have no liability to Seller for any property deemed abandoned per this Section 6.2.

ARTICLE 7: SELLER'S ADDITIONAL OBLIGATIONS

- 7.1 Seller shall provide Buyer with an as-built plan set after project completion.
- 7.2 Seller shall develop, finance, own, maintain and operate the Generating Facilities in accordance with this Agreement including the technical requirements set forth in Exhibits 13 (General Provisions, Special Provisions, and Technical Specifications), access rights to the Project Sites, all Requirements of Law, all Permits, the Local Electric Utility Tariffs and Prudent Industry Practice. Additionally, Seller shall obtain the warranties described in Exhibit 13 (General Provisions, Special Provisions, and Technical Specifications) for the equipment detailed therein.
- 7.3 Seller agrees to pay Prevailing Wages in connection with the construction and operation of the Generation Facilities. Seller also agrees use commercially reasonable efforts to plan subcontracting bids and staffing levels according to Exhibit 9 (Utilization of Local Workforce).

7.4 Milestones

(a) Generally.

Seller shall diligently pursue all Milestones established pursuant to Exhibit 12 (Project Site Milestones), and the Expected Commercial Operation Date. The Parties agree that time is of the essence in connection with the completion of the Generating Facilities, and that Seller shall endeavor to achieve the Milestones for the development, financing and construction of the Generating Facilities in a timely fashion. Seller will use commercially reasonable efforts to achieve the Milestones set forth in this Agreement by the applicable deadlines, as such deadlines may be extended pursuant to this Agreement..

(b) Weekly Reports.

Unless otherwise specified in this Agreement, starting on the Effective Date, Seller shall provide weekly progress reports concerning the progress towards completion of the Milestones . In addition, within five (5) Business Days of the completion of each Milestone, Seller shall provide a certification to the Buyer (along with any supporting documentation) demonstrating the satisfaction of such Milestone. Seller shall provide to the Buyer additional information concerning Seller's progress towards, or confirmation of, achievement of the Milestones, as the Buyer may reasonably request from time to time.

(c) Notice of Failure to Achieve a Milestone.

Upon becoming aware that Seller will, or is reasonably likely to, fail to achieve one or more Milestone(s) by the required date, for any reason including a Force Majeure Event or a breach of this Agreement by Buyer, Seller shall so notify the Buyer in writing immediately. Such notice shall explain the cause of the delay, provide an updated date for achievement of the Milestone(s), and describe Seller's plan for meeting such Milestone(s). Seller's notice will also explain any impact such delay may, or will have, on any other Milestone, and the measures to be taken to mitigate such impact.

(d) Facility Substantial Completion Inspection.

Seller shall notify Buyer when Substantial Completion of a Facility is achieved. At discretion of Buyer, Seller shall schedule and arrange for Buyer to conduct an inspection of the Facility after Substantial Completion. The inspection shall be scheduled for a date, mutually agreeable to Seller and Buyer, which is within ten (10) Business Days of Seller's notification of Substantial Completion of the Facility. Based on the inspection, Buyer may, within ten (10) Business Days of the inspection, prepare and provide to Seller a punch list of any observed defects or deficiencies in the construction work or discrepancies between installed equipment and workmanship and this Agreement. Seller is responsible for completion, correction, or otherwise addressing issues identified by the Buyer, and shall provide a written response to document actions taken in response to the punch list items. If requested by Buyer, Seller shall schedule and arrange a follow-up inspection for Buyer after all punch list items are resolved. All punch list items shall be resolved prior to the Actual Commercial Operation Date of the Facility except those items specifically excepted by mutual agreement between Buyer and Seller.

(e) Force Majeure Event.

In the event that a Force Majeure Event causes any delay in the achievement of a Milestone, such Milestone's deadline may be extended, together with any Force Majeure Event extensions for other Milestones, for a period not to exceed, in the aggregate, six (6) months. The extension of the deadline for any Milestone shall extend the deadline for all subsequent Milestones, provided that in no event shall the combined extensions for Force Majeure Events for any or all of the Milestones exceed twelve (12) months. The extension provided for in this Section 7.4 shall be the only effect of a Force Majeure Event on Seller's obligations with respect to the Milestones.

(f) Waiver of Right.

The Buyer may, at its discretion, grant waivers for Seller's failure to meet any of the Milestones, but in no way shall any such waiver constitute a waiver of any future failures by Seller to meet other Milestones.

7.5 Compliance: Seller shall, in its own name and at its own expense, seek, obtain, maintain, comply with and, as necessary, renew and modify from time to time, all Permits and other authorizations that are required by any Requirements of Law, the Local Electric Utility Tariffs or any Governmental Authority as are necessary for Seller to engage in the activities and obligations required by this Agreement.

7.6 Maintenance, Audit and Inspection of Records

(a) Maintenance of Records. Seller shall maintain any and all documents and records which demonstrate performance under this Agreement and any lease or license relating to the Generating Facilities, and all ledgers, books of account, invoices, vouchers, cancelled checks, and other documents evidencing or relating to charges for services, or expenditures

and disbursements charged to Buyer for a minimum period of five (5) years, or for any longer period required by law, from the date of final payment to Seller pursuant to this Agreement.

- (b) Inspection. Any documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit at no cost to Buyer, at any time during regular business hours, upon written request by a designated representative of the Buyer. Seller shall provide copies of such documents to Buyer for inspection at a time and place that is convenient to Buyer.

7.7 Insurance:

Seller shall obtain and maintain the policies of insurance in amounts and with coverage as set forth in Exhibit 8 (Insurance Requirements) for the term of this Agreement.

7.8 Commissioning Tests:

Seller shall comply with all applicable Local Electric Utility requirements for pre- operational testing. In addition, no later than fourteen (14) days prior to conducting its Commissioning Tests, Seller shall notify Buyer of the date on which it intends to conduct such tests. Within seven (7) days of the successful completion of Seller's Commissioning Tests, Seller shall provide to Buyer written notification of the Actual Commercial Operation Date, including any relevant data demonstrating that Actual

Commercial Operation has occurred. Buyer has the right to be present during any Commissioning Test, and to receive all information, including meter and performance data associated with such tests. Seller may change the date for such tests upon written notice to Buyer, provided that Buyer has at least fourteen (14) days' notice of the date of such tests.

7.9 Obligation to Interconnect:

Seller shall be responsible for the interconnection of the Facility to the Project Site electrical system and shall be solely responsible for all equipment, maintenance, and repairs associated with such interconnection equipment in accordance with the terms and conditions of this Agreement. Buyer shall at all times own and be responsible for the operation and maintenance of the Project Site electrical system at and from the Delivery Point.

Buyer shall, at its own cost and expense, enter into net metering arrangements by executing such agreements, including Interconnection Agreements, as may be required by the Local Electric Utility to permit the interconnection of the Facility with the Project Site electrical system and to allow any output of the Facility not consumed by the Project Site to flow to the Local Electric Utility. Buyer shall promptly provide copies of such agreements and arrangements to Seller when executed. Additionally, Buyer shall maintain and comply with all applicable Local Electric Utility agreements, including Interconnection Agreements, throughout the Term. If Buyer fails to maintain or comply with all applicable Local Electric Utility agreements throughout the Term and, as a result of Buyer's failure, Seller loses revenue or benefits hereunder, including Internal Revenue Service tax related benefits, then Buyer shall compensate Seller for

such lost revenues or benefits.

- 7.10 Facility Conformance to Buyer Specifications. Seller shall assure that each Facility remains in conformance with the most recent version of the record drawings approved by the Buyer and all specifications and requirements of this Agreement during the Term, including when maintenance is performed or when modifications are implemented. Seller has the right to modify the design of the Facility subject to the Buyer's approval, not to be unreasonably conditioned, delayed, or withheld. Buyer may, at any time, prepare and provide to Seller a letter or notice of any observed defects, deficiencies or deviations between each Facility and the most recent version of the as-built drawings approved by the Buyer, or any specification or requirement of this Agreement. Within twenty (20) Days of Buyer's notification, Seller shall correct or address the issue(s) or propose to Buyer a reasonable schedule for correcting or addressing the issue(s). The schedule shall be subject to the written consent of the Buyer, which consent shall not be unreasonably withheld or delayed.
- 7.11 Coordination with Local Electric Utility and Western Electricity Coordinating Council ("WECC")
- (a) Local Electric Utility and WECC Standards. Each Party shall undertake its obligations under this Agreement in compliance with all applicable (i) operating policies, criteria, rules, guidelines, tariffs and protocols of the Local Electric Utility; (ii) WECC scheduling practices; and (iii) Prudent Utility Practices.
 - (b) Start-ups and Shut-downs. Seller shall coordinate all Facility start-ups and shutdowns, in whole or in part, with Buyer in accordance with the reasonable protocols established by Buyer in Exhibit 6 [Operations Forecasts, Scheduling Protocols, & Monitoring].
- 7.12 Seller and Buyer shall use commercially reasonable efforts to minimize the number and duration of Outages during periods when the Facility otherwise would be able to produce Energy. Seller is responsible for all expenses and costs associated with all requirements and timelines for generation Outage scheduling. Planned and forced Outages shall be coordinated between Seller and Buyer in accordance with Exhibit 6 (Operations Forecasts, Scheduling Protocols, & Monitoring).
- (a) Buyer Act Outages. For each Facility, Buyer shall be permitted to be off line for a total of forty-eight (48) Daylight Hours per Contract Year during the Term, during which hours Buyer shall not be obligated to accept or pay for Output from a Facility. If Buyer's outages exceed a total of forty-eight (48) hours, Seller shall estimate the Deemed Generated Energy for such outages and invoice Buyer for such amount. In the event that a Buyer Act results in a Disruption Period that is greater than thirty (30) calendar days in any Contract Year, or more than eighty (80) days in the aggregate when added to all prior Disruption Periods, then Buyer shall (i) pay Seller for all work required by Seller to disassemble or move the Facility, which work shall be undertaken within thirty (30) days of Buyer notice to Seller, and (ii) continue to make all payments for the Deemed Generated Energy during such Disruption Period exceeding thirty (30) days annually, or eighty (80) days in aggregate, and (iii) reimburse Seller for lost revenue associated with any Existing Financial Incentives recaptured by a Governmental Authority during such Disruption Period exceeding thirty (30)

days annually, or eighty (80) days in the aggregate. For the purpose of calculating estimated Energy and lost revenue for such Disruption Periods, Energy shall be deemed to have been produced at the average rate over the preceding twelve (12) months (or, if the Disruption Period occurs within the first twelve (12) months of operation, the average over such period of operation).

- 7.13 Transmission and Distribution Maintenance Information: If either Party receives information from the Local Electric Utility regarding maintenance that will directly affect the Generating Facilities, it will provide the information promptly to the other Party.
- 7.14 Modifications to the Generating Facilities After Its Applicable Actual Commercial Operation Date After the Actual Commercial Operation Date of a Facility, Seller shall have no right to change, replace or alter the Facility nor attach fixtures or erect additions or structures in or upon the Facility (collectively "Alterations") without receiving prior written approval of Buyer prior to undertaking any such Alterations. Seller shall submit to Buyer detailed and complete plans and specifications for the proposed Alterations. To the extent any change, replacement or alteration consists solely of modification or replacement of like-kind equipment it shall not be deemed to be an Alteration. Buyer shall not unreasonably delay, condition or withhold written approval of Seller's proposed Alteration, provided that such Alteration shall impose no additional burdens or obligations on Buyer. As a condition to consenting to the Alterations, Buyer may impose reasonable requirements, including the reimbursement of any costs incurred by Buyer in responding to Seller's request or inspecting such Alterations. Any such Alterations performed by Seller shall be performed in accordance with all Applicable Laws and Requirements, including any and all necessary Permits and approvals to be obtained from Buyer. Seller agrees to provide Buyer with sufficient advance notice of any proposed Alterations to allow the coordination and consideration by Buyer of the construction schedule for such Alterations. Notwithstanding the foregoing, Seller's routine repair, replacement, or maintenance of the equipment components of the Facility shall not require Buyer's consent, but shall require sufficient advance notice to Buyer.

ARTICLE 8: FORCE MAJEURE

8.1 Force Majeure Events

(a) Excuse. Subject to Article 8.2 below, and except as expressly set forth herein, neither Party shall be considered in default under this Agreement for any delay or failure in its performance under this Agreement (including any obligation to deliver or accept Output) if such delay or failure is due to a Force Majeure Event. "Force Majeure Event" means an event or circumstance that:

- (i) was not anticipated on the Effective Date.
- (ii) is not attributable to the fault or negligence or action or inaction on the part of that Party;
- (iii) is caused by factors beyond that Party's reasonable control; and
- (iv) Despite taking all reasonable technical and commercial precautions and measures to prevent, avoid, mitigate or overcome such event and the consequences thereof, the Party affected has been unable to prevent, avoid, mitigate or overcome such event or consequences.

(b) Subject to this Article 8, a "Force Majeure Event" may include, but is not limited to:

- (i) acts of Nature such as storms, floods, lightning and earthquakes;
- (ii) sabotage or destruction by a third party of facilities and equipment relating to the performance by the affected Party of its obligations under this Agreement;
- (iii) Local Electric Utility transmission system or distribution system outage or failure not caused by Seller or Seller activities;
- (iv) war, riot, acts of a public enemy or other civil disturbance;
- (v) strike, walkout, lockout or other significant labor dispute;
- (vi) theft, vandalism, accidents, or construction related power interruptions and mechanical moves;
- (vii) unforeseen subsurface conditions encountered at the Project Site despite Seller's exercise of reasonable diligence consistent with Prudent Industry Standards;;
- (viii) a change in Applicable Law after the Effective Date;

(c) Exclusion. "Force Majeure Event" does not include the following:

- (i) economic hardship of either Party except pursuant to 8.1(d);

- (ii) an Outage, except if caused directly by an event or circumstance that meets the requirements set forth in this Article 8.1;
- (iii) insufficiency, unavailability, failure, or diminishment of solar resource, except as a result of an event that would otherwise qualify as a Force Majeure Event.
- (iv) Events attributable to the fault or negligence or action or inaction on the part of Seller or Buyer, as the case may be.

8.2 Conditions

- (a) In addition to the conditions set forth in Article 8.1(a) above, a Party may rely on a claim of a Force Majeure Event to excuse its performance only to the extent that such Party:
 - (i) provides prompt written notice of such Force Majeure Event to the other Party, giving an estimate of its expected duration and the probable impact on the performance of its obligations under this Agreement;
 - (ii) exercises all reasonable efforts to continue to perform its obligations under this Agreement;
 - (iii) expeditiously takes action to correct or cure the event or condition excusing performance so that the suspension of performance is no greater in scope and no longer in duration than is dictated by the problem; provided, however, that settlement of strikes or other labor disputes shall be completely within the sole discretion of the Party affected by such strike or labor dispute;
 - (iv) exercises all reasonable efforts to mitigate or limit damages to the other Party; and
 - (v) provides prompt written notice to the other Party of the cessation of the event or condition giving rise to its excuse from performance.

8.3 Termination Due To Force Majeure Event

In addition to and without limiting any other provisions of this Agreement, if a Party is prevented from performing its material obligations under this Agreement for a period of three hundred and sixty-five (365) consecutive days or more (whether full or partial days) due to a Force Majeure event, the other Party may terminate this Agreement, without liability of either Party to the other, upon thirty (30) days written notice after the Force Majeure Event. In the event that a Facility is unable to function for a period of three hundred and sixty-five (365) consecutive days and this Agreement as it relates to that Facility is thereby terminated, Seller shall be responsible for removing the applicable Facility and restoring the Project Site where the applicable Facility was installed to its pre-installation condition within ninety (90) days after provision of written notice. Seller agrees to work in good faith to keep Buyer informed of its plans to address the Force Majeure Event. If such Force Majeure Event results in a Facility being unable to function for a

period of eighty consecutive (80) days then within ten (10) days of such event, Seller shall present Buyer with a plan to restore the Facility.

ARTICLE 9: DISPUTE RESOLUTION

- 9.1 The Parties shall negotiate in good faith and attempt to resolve any dispute, controversy or claim arising out of or relating to this Agreement (a "Dispute") within fifteen (15) days after the date that a Party gives written notice of such Dispute to the other Party, other than the Seller's failure to comply with the Preliminary Requirements in Section 3.7 for which a specific Buyer termination procedure exists pursuant to Section 3.9 which shall not require compliance with Section 9.1. Except to the extent that this Agreement expressly permits a Party to suspend performance, pending final resolution of a Dispute, the Parties shall each proceed diligently and faithfully with performance of their respective obligations under this Agreement. If the Dispute remains unresolved, either Party may require that a non-binding mediation take place. In such mediation, representatives of the Parties with authority to resolve the dispute shall meet for at least three (3) hours with a mediator mutually agreeable to the parties whom they choose together, and share costs for such equally. In the event the dispute is not resolved through mediation, the Parties may pursue their legal rights through any other legally permissible means.;
- 9.2 Notwithstanding anything to the contrary, this Article is not intended to limit or restrict the rights of either Party to seek any judicial remedy or otherwise negate the requirements of the Government Claims Act, if applicable.

ARTICLE 10: DEFAULT & REMEDIES

10.1 Events of Default Generally.

The following is a list of non-exclusive events of default (each, an "Event of Default," and collectively "Events of Default") They shall constitute a Seller's default or Buyer's default as specified below and are in addition to those Events of Default specified in Sections 10.2 and 10.3:

- a) Seller delivers to Buyer, without Buyer's consent, energy or other product from a resource other than the Generating Facilities specified in this Agreement; or
- b) If, for twelve (12) consecutive months, a Facility does not meet fifty percent (50%) of the Expected Annual Contract Quantity for such twelve-month period as specified in Exhibit 5 of this Agreement after adjustments for weather and Lost Output Events; or
- c) Seller sells or transfers Output to any Person other than Buyer, except as may be permitted herein; or
- d) Either Party fails to maintain any insurance required pursuant to this Agreement, and such failure is not cured within five (5) business days after notice by the other Party; or
- e) A court shall have made or entered any decree or order: (i) adjudging a Party to be bankrupt or insolvent; (ii) approving as properly filed a petition seeking reorganization of such Party or an arrangement under the bankruptcy laws or any other applicable debtor's relief law or statute of the United States or any state thereof; (iii) appointing a receiver, trustee or assignee of such Party in bankruptcy or insolvency or for its property; (iv) directing the winding up or liquidation of such Party and such decree or order shall have continued for a period of sixty (60) days; or (v) such Party shall have voluntarily submitted to or filed a petition seeking any such decree or order; or
- f) The sequestration or attachment of or execution or other levy by a Governmental Authority on a Party's interest in this Agreement or the Project Site or any improvements located thereon shall have occurred and such Party shall have failed to obtain a return or release of such property within thirty (30) days thereafter, or prior to sale pursuant to such levy, whichever first occurs; or
- g) The occurrence of any act or omission on the part of a Party which operates to suspend, revoke or terminate any certificate, permit, franchise, approval, authorization or power necessary for a Party to lawfully conduct the operations which a Party is required or permitted to conduct on the Project Site and the defaulting Party fails to cure such breach within thirty (30) days after the nondefaulting Party's written notice or (B) fails to commence and pursue a cure within such thirty (30) day period if a longer cure period is needed; or

- h) A mechanics lien is filed against the Facility because of any act or omission of the Seller, that has not been discharged, bonded or contested by the Seller in good faith by proper legal proceedings within twenty (20) calendar days after receipt of notice.

10.2 Seller Defaults and Buyer Remedies

- (a) Seller Defaults. The following events shall be defaults with respect to Seller (each, a "Seller Default"):

- (i) A Bankruptcy Event shall have occurred with respect to Seller;
- (ii) Seller fails to pay Buyer any undisputed amount owed under this Agreement within sixty (60) days after receipt of notice from Buyer of such past due amount;
- (iii) Seller breaches any material term of this Agreement or the License Agreement, (including, where applicable to Seller, the circumstances listed in Section 10.1), and (A) if such breach can be cured within thirty (30) days after Buyer's written notice of such breach and Seller fails to so cure, or (B) Seller fails to commence and pursue a cure within such thirty (30) day period if a longer cure period is needed; and
- (iv) Any material representation or warranty made by Seller hereunder is false or misleading in any material respect and such misrepresentation is not cured within ten (10) business days from the earlier of (a) written notice from the Party affected by the misrepresentation and (b) the actual discovery or determination by any responsible personnel of a Party of its misrepresentation; provided, that if the Party that has made the misrepresentation commences an action to cure such misrepresentation within such ten (10) business day period, and thereafter proceeds with all due diligence to cure such failure, the cure period shall extend for an additional thirty (30) days after the expiration of the initial ten (10) business day period.

- (b) Buyer's Remedies. If a Seller Default described in Article 10 has occurred and is continuing, in addition to all rights and remedies expressly provided herein, Buyer may terminate this Agreement and exercise any other remedy it may have at law or equity or under this Agreement; provided that no such termination or exercise of remedies may occur unless and until written notice of Seller Default has been delivered by Buyer to each Financing Party - the identity of which Seller will have provided to Buyer, and such Seller Default has not been cured within thirty (30) days of delivery of such notice or a Financing Party has failed to commence and pursue a cure to the reasonable satisfaction of the Buyer within such thirty (30) day period if a longer cure period is needed. Any Financing Party is an intended third-party beneficiary of this Article 10. Upon Buyer's exercise of termination rights pursuant to this subsection, Buyer may, at its option, provide written notice to Seller to remove the Facility from the Project Site of the Buyer. If Buyer makes such election, Seller shall be responsible for removing the Facility at its own cost and restoring the site where the Generating Facility was installed to its pre-installation condition, within 180 days of provision of written notice.

- (c) No Early Termination Fee. Buyer's exercise of its rights under this section 10.2 will not obligate it to pay an Early Termination Fee.

10.3 Buyer Defaults and Seller Remedies

- (a) Buyer Default. The following events shall be defaults with respect to Buyer (each, a "Buyer Default"):
 - (i) A Bankruptcy Event shall have occurred with respect to Buyer;
 - (ii) Buyer fails to pay Seller any undisputed amount owed under the Agreement within sixty (60) days after receipt of notice from Seller of such past due amount, which Seller shall send to Buyer 45 days after amount is due;
 - (iii) Buyer breaches any material term of this Agreement or the License Agreement, (including where applicable to Buyer, the circumstances listed in Article 10.1), if (A) such breach can be cured within thirty (30) days after Seller's notice of such breach and Buyer fails to so cure, or (B) Buyer fails to commence and pursue said cure within such thirty (30) day period if a longer cure period is needed;
 - (iv) Buyer's modification or change in use of the Project Site that will or would reasonably be expected to impact the Output of the Facility without Seller's prior written consent; and
 - (v) Buyer's failure to provide Access Rights to a Facility as required pursuant to Schedule 1.
- (b) Seller's Remedies. If a Buyer Default described in Article 10 has occurred and is continuing, in addition to all rights and remedies provided at law or in equity, and all the rights and remedies expressly provided to Seller pursuant to this Agreement, and subject to Article 11, Seller may terminate this Agreement and demand payment of the Early Termination Fee by Buyer as specified in Exhibit 2 of this Agreement. Upon such termination, Seller shall remove the applicable Facility and shall remediate and restore the Project Site to the condition preceding the installation of the applicable Facility as set forth in Section 10.5.

10.4 Limitation of Liabilities

- (a) Except as otherwise specifically and expressly provided in this Agreement, and except as may be included in the Early Termination Fee, neither Party shall be liable to the other Party under this Agreement for any indirect, special or consequential damages, including loss of use, loss of revenues, loss of profit, interest charges, cost of capital or claims of its buyers or members to which service is made.
- (b) Under no circumstances shall the non-defaulting Party be required to make a termination payment or any other payment to the defaulting Party (except for payments due under this Agreement for performance prior to termination).
- (c) To the extent an Event of Default occurs as to an individual Facility, but not all of the Generating Facilities, this Agreement will terminate as to such Facility and will remain in full

force and effect as to any Facility not impacted by the default.

10.5 Effect of Termination - Survival of Obligations

- (a) Removal and Restoration. Unless the Parties otherwise mutually agree in writing, upon expiration of any Initial or Renewal Terms, or upon termination of this Agreement as to a Facility for any reason other than the exercise of the Purchase Option pursuant to Section 2.2, Seller shall disconnect and remove the Facility from the Project Site and shall remediate and restore the Project Site to the condition preceding the installation of the Facility, ordinary wear and tear excepted, at no cost to the Buyer. Within one hundred eighty (180) calendar days after payment of the Early Termination Fee, Seller shall remove the Facility and shall remediate and restore the Project Site to the condition preceding the installation of the Facility, ordinary wear and tear excepted. If the Facility is located on Buyer's roof, Seller shall ensure that its removal shall not affect the integrity of the roof, including, without limitation, its leak proof capacity (other than ordinary wear and tear). Upon removal of the Facility, Seller shall leave the applicable site in broom-clean condition at no cost to the Buyer. Should Seller fail to comply with any obligation to remove the Facility and restore the Project Site as required herein, Buyer shall be entitled to draw on the Removal Fund in order to fulfill Seller's removal and restoration obligations herein, and if any such funds are exhausted, Buyer may exercise any remedies it may have at law or equity against Seller for failure to comply with the terms herein.
- (b) The following sections shall survive termination or expiration of this Agreement:
 - (i) Obligations to pay by either Party that have accrued prior to termination or expiration
 - (ii) Indemnification obligations
 - (iii) Limitation of liability provisions
 - (iv) Obligations to remove the Generating Facility and remediate the Project Site
 - (v) Obligations (if any) to repair damage caused by either Party (13.27)
 - (vi) Obligations to retain records and provide access to same (13.28)
 - (vii) Restriction regarding use of Buyer's name for commercial purposes (13.34)
 - (viii) This provision, section 10.5.

10.6 Indemnification

To the fullest extent permitted by law, each Party ("Indemnifying Party") shall defend, indemnify and hold harmless, with counsel of its own choosing (subject to terms of the next paragraph), the other Party, and its permitted successors and assigns, and their elective or appointive board, officers, directors, employees, agents, affiliates and representatives (each, an "Indemnified Party") from and against any and all claims, liability or losses, including but not limited to those losses arising from (i)

personal injury or death, (ii) damage to property, (iii) taxes for which the Indemnifying Party is responsible under this Agreement, (iv) fines or penalties payable by the Indemnified Party, or (v) any other actions resulting in damages, losses or liabilities to the extent such losses result from or arise out of or in any way are connected with the Indemnifying Party's performance of this Agreement or, in the case of Seller, the design, construction, use, operation, maintenance, or removal of a Facility, or, in the case of Buyer, the existence at, on, above, below or near the Project Site of any Hazardous Substance, except as may arise solely from the negligence, willful misconduct or violation of law by the Indemnified Party, its officers, employees, subcontractors or agents. Notwithstanding the above, an Indemnifying Party shall not be required to defend, indemnify and hold harmless an Indemnified Party for the Indemnified Party's own negligent acts, omissions or willful misconduct. It is the intent of the Parties that where negligence is determined to have been joint or contributory, principles of comparative negligence will be followed, and each Party shall bear the proportionate cost of any loss damage, expense or liability attributable to that Party's negligence.

The Indemnifying Party shall defend any claims, liabilities, or lawsuits at its cost and expense. The Indemnifying Party shall defend the Indemnified Party by counsel (including insurance counsel) of the Indemnifying Party's selection reasonably satisfactory to the Indemnified Party, with respect to any claims within the indemnification obligations hereof. The Parties shall give each other prompt written notice of any asserted claims or actions indemnified against hereunder and shall cooperate with each other in the defense of any such claims or actions. No Indemnified Party shall take any action relating to such claims or actions within the indemnification obligations hereof without the prior written consent of the Indemnifying Party, which consent shall not be unreasonably withheld, and no Indemnifying Party shall settle any such claims without the Indemnified Party's prior written consent, unless the settlement includes a full and unconditional release of claims against the Indemnified Party.

If Indemnifying Party refuses or fails to undertake or diligently prosecute such defense on behalf of Indemnified Party, Indemnified Party will have the right to provide its own defense, and Indemnifying Party will reimburse Indemnified Party for such expenditures, including reasonable attorney's fees and costs. Indemnifying Party's obligations under this section shall exist regardless of concurrent negligence or willful misconduct on the part of Indemnified Party or any other person, except as may arise solely from the negligence or solely from the willful misconduct of the Indemnified Party, its officers, employees or agents, and shall apply without limitation to claims and litigation arising under the Americans with Disabilities Act, inverse condemnation, or any other statutory or legal theory. All obligations under this section are intended to apply to the fullest extent permitted by law and shall survive the expiration or sooner termination of this Agreement.

To the extent that a portion of Seller's services under this Agreement are design professional services subject to Civil Code Section 2782.8, and to the extent that a particular claim or litigation arises from such design professional services, Seller's obligations under this Section shall be subject to any applicable limitations mandated by Civil Code Section 2782.8.

Seller shall, at its own expense, indemnify, defend, settle, and hold harmless the Buyer and its agencies against any claim or potential claim that any service, technology or good provided by

Seller to Buyer under this Agreement, or Buyer's use thereof, infringes any patent, trademark, copyright or other intellectual property rights, including trade secret rights. Seller shall pay all costs, damages and attorneys' fees that a court awards against Buyer as a result of any such claim.

ARTICLE 11: REPRESENTATIONS, WARRANTIES AND COVENANTS

11.1 Seller's Representations, Warranties and Covenants

Seller represents, warrants, and covenants to the Buyer that as of the date of the execution of this Agreement:

- (a) Seller is duly organized and validly existing as a California corporation, and has the lawful power to engage in the business it presently conducts and contemplates conducting in this Agreement and Seller is duly qualified in each jurisdiction wherein the nature of the business transacted by it makes such qualification necessary;
- (b) Seller has the legal power and authority to make and carry out this Agreement and to perform its obligations hereunder; all such actions have been duly authorized by all necessary proceedings on its part;
- (c) This Agreement has been duly and validly executed and delivered by Seller and, as of the Effective Date, constitutes a legal, valid and binding obligation of Seller, enforceable in accordance with its terms against Seller, except to the extent that its enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the rights of creditors generally or by general principles of equity;
- (d) There are no actions, suits, proceedings or investigations pending or, to the knowledge of Seller, threatened in writing against Seller, at law or in equity before any Governmental Authority, which individually or in the aggregate are reasonably likely to have a materially adverse effect on the business, properties or assets or the condition, financial or otherwise, of Seller, or to result in any impairment of Seller's ability to perform its obligations under this Agreement;
- (e) Seller will deliver to Buyer at the Delivery Point the Delivered Energy free and clear of all liens, security interests, claims and encumbrances or any interest therein, or thereto, by any Person.
- (f) Prior to conveyance to Buyer, Seller holds and will hold throughout the Term, the rights to all Environmental Attributes, which it has conveyed and has committed to convey to Buyer hereunder; and
- (g) The execution, delivery and performance of this Agreement by Seller will not conflict with its governing documents, any applicable laws, or any covenant, agreement, understanding, decree or order to which Seller is a party or by which it is bound or affected.

11.2 Seller's Additional Representations, Warranties and Covenants

- (a) Seller warrants, represents and covenants that all of its operating and maintenance personnel shall be adequately qualified and trained throughout the term of this Agreement.

- (b) Seller shall operate and maintain the Generating Facilities in accordance with the terms of this Agreement and Prudent Industry Practices.
- (c) Seller covenants to repair the Project Sites to pre-installation conditions if such repairs are reasonably necessary as a direct result of Sellers' authorized or permitted use, including without limitation, the repair of any roofs to the reasonable satisfaction of Buyer.

11.3 Buyer Representations and Warranties

Buyer represents and warrants to Seller that as of the Effective Date of this Agreement:

- (a) Buyer has the legal power and authority to make and carry out this Agreement and to perform its obligations hereunder and all such actions have been duly authorized by all necessary proceedings on its part; and
- (b) This Agreement has been duly and validly executed and delivered by Buyer and, as of the Effective Date, constitutes a legal, valid and binding obligation of Buyer, enforceable in accordance with its terms against Buyer, except to the extent that its enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the rights of creditors generally or by general principles of equity; and
- (c) There are no actions, suits, proceedings or investigations pending or, to the knowledge of Buyer, threatened in writing against Buyer, at law or in equity before any Governmental Authority, which individually or in the aggregate are reasonably likely to result in any impairment of the Buyer's ability to perform its obligations under this Agreement. Seller and Buyer further understand and agree that the Buyer is entering into this Agreement in its capacity as a purchaser of electric power. Nothing in this Agreement shall limit in any way Seller's obligation to obtain any required approvals from departments, boards, commissions or governmental entities having jurisdiction over this Agreement. By entering into this Agreement, Buyer is in no way modifying Seller's obligation to cause the Generating Facility to be installed and operated in accordance with all Requirements of Law.
- (d) Buyer represents that during the five (5) year period prior to the Effective Date, sufficient funds for the procurement of utility services have been appropriated by the City.

11.4 Buyer's Additional Representations, Warranties and Covenants

- (a) Buyer understands that unobstructed access to sunlight ("Insolation") is essential to Seller's performance of its obligations and a material term of this Agreement. Buyer warrants, represents and covenants that it will not in any way cause and, where possible, shall not in any way permit any interference with a Facility's Insolation. If Buyer becomes aware of any activity or condition that could diminish the Insolation of a Facility, including acts of a third party unrelated to Buyer, Buyer shall notify Seller immediately and shall cooperate with Seller in preserving such Facility's existing Insolation levels. The Parties agree that reducing Insolation would irreparably injure Seller, that such injury may not be adequately compensated by an award of money damages, and that Seller is entitled to seek specific enforcement of this

Section 11.4(a) against Buyer.

- (b) Buyer shall not initiate, conduct or permit activities on, in or about the Project Site that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting a Facility.
- (c) The title to the Project Site is not impaired by any outstanding contract, covenant, interest, lien, or mortgage in conflict with this Agreement. If Seller needs additional licenses to access the Project Site not already provided under the Grant of Access Rights, then Customer has full authority to grant, and shall grant, such licenses to Seller.
- (d) Buyer has provided to Seller complete and accurate records and information of the physical condition of the Project Site, as available.

ARTICLE 12: ASSIGNMENT AND FINANCING

12.1 Collateral Assignment and Assignment to Financing Parties

Buyer acknowledges that Seller will be financing the acquisition, operation, and/or installation of a Facility or the Generating Facilities through a lessor, lender, or with financing accommodations from one or more financing institutions (each a "Financing Party"), and that Seller may assign, or in the case of a sale-leaseback transaction, sell and lease back, the Generating Facilities and/or may secure Seller's obligations to a Financing Party by a pledge or collateral assignment of this Agreement and a first security interest in the Generating Facilities (a "Collateral Assignment"). In order to facilitate a Collateral Assignment by Seller, and with respect to any Financing Party of which Seller has notified Buyer in writing, Buyer agrees to take any reasonable action and provide any documentation reasonably requested by Seller in connection with such a transaction, and agrees as follows:

- (a) Buyer consents to the collateral assignment by Seller to a Financing Party that has provided financing for a Facility or the Generating Facilities, of the Seller's right, title and interest in and to this Agreement.
- (b) Buyer will deliver to the Financing Party, concurrently with delivery thereof to Seller, a copy of each notice of default given by Buyer under this Agreement, inclusive of a reasonable description of Seller default.

Any Collateral Assignment by Seller shall not release either Party of its obligations hereunder. In the event that a Financing Party exercises its right to assume all of Seller's rights, interests and obligations under this Agreement, it shall do so in writing.

12.2 Assignment. Except as otherwise provided in Section Article 12.1 Seller shall not sell, transfer or assign the Seller's rights and obligations under this Agreement, or any interest in this Agreement (collectively, a "Full Assignment"), without the prior written consent of Buyer, provided, however, that, without the prior consent of Buyer, Seller may fully assign this Agreement to an Affiliate of Seller. For any assignment requiring Buyer's consent, Buyer has thirty (30) days to approve or deny Seller's written request for Full Assignment (unless the parties mutually agree in writing to a longer period). Upon the completion of a Full Assignment by Seller that follows the requirements of this Agreement, the term "Seller" shall mean the Assignment Assignee. Buyer's consent to any Full Assignment shall not be unreasonably withheld, conditioned or delayed if Buyer has been provided with proof to the Buyer's reasonable satisfaction that the proposed assignee (and subcontractor(s) with whom it has an active contract):

- (a) has experience in operating and maintaining fuel cell or solar PV systems, as applicable, greater than or equal to that of Seller; and
- (b) has the financial capability and credit rating equal to or greater than that of Seller; and
- (c) has the ability to maintain the Facility and provide the services provided pursuant to this Agreement in the manner required by this Agreement; and

(d) provides proof that it complies with the Removal Fund requirements of this Agreement.

Seller will not sell, lease, or otherwise convey its interest in the Facility to any Person unless it also makes a Full Assignment to such Person and such assignment is permitted by this Agreement. Assignments or transfers not permitted or in compliance with this section will be null and void. Any assignment by Seller without required prior written consent of Buyer shall not release Seller of its obligations hereunder.

12.3 Rights of Assignees Upon Event of Default.

In the case where a Seller has defaulted under its obligations under this Agreement, any Financing Party shall have the right but not the obligation to (a) cure such default on Seller's behalf, including the right to pay all sums due and to perform any other act, duty, or obligation required of Seller hereunder, or cause to be cured any default of Seller hereunder in the time and manner provided by the terms of this Agreement, or (b) assume the Seller's obligations under this Agreement within 45 days of the Seller's default. For avoidance of doubt, in the event that a Financing Party exercises its right contemplated in this section, such Financing Party shall assume all obligations under this Agreement as well as assuming all of Seller's rights and interests under this Agreement, and thereafter shall become the Successor-in-Interest to Seller under this Agreement.

- (i) In the event that a Financing Party exercises its right to assume all of Seller's rights, interests, and obligations under this Agreement, it shall so assume in writing, and Seller shall have no further obligation to Buyer unless accrued up to that point and will provide notice to Buyer in writing.
- (ii) Nothing herein requires the Financing Party to cure any default of Seller under this Agreement (unless the Financing Party has succeeded to Seller's interests under this Agreement). Except as provided, Buyer has no obligation to deal with a Financing Party under this Agreement unless it has succeeded to Seller's right, title, and interest under this Agreement and become the Seller hereunder.
- (iii) A Successor-in-Interest shall cure any ongoing Seller Defaults promptly after becoming the Successor-in-Interest and no later than 90 days after becoming Successor-in-Interest. If the Successor-in-Interest does not cure all Seller Defaults, it will also be considered to be in default and Buyer shall have all rights afforded to Buyer against such Successor-in-Interest under this Agreement as in the case of a Seller Default.
- (iv) Buyer will not terminate this Agreement unless it has given the Financing Party prior written notice by sending notice to the Financing Party (at the address provided by Seller) of its intent to terminate or suspend this Agreement, specifying the condition giving rise to such right, and the Financing Party shall not have caused to be cured the condition giving rise to the right of termination or suspension within the periods provided for in this Agreement. The Parties respective obligations will otherwise remain in effect during any cure period; provided that if such Seller default reasonably cannot be cured by the Financing Party within such period and the Financing Party commences and

continuously pursues cure of such default within such period, Buyer may agree to extend such period for cure for a reasonable period of time under the circumstances.

- (v) Buyer shall be relieved of its obligations under this Agreement during the period of time a Seller Default has occurred and is continuing and may exercise its termination rights (upon notification to Financing Party and expiration of the applicable cure periods) pursuant to this Agreement (including without limitation, invoking the use of the Removal Fund to have any facilities/equipment removed). If Buyer chooses not to exercise any available termination rights and when the Successor-in-Interest cures any and all Seller Defaults, the respective Buyer and Seller rights and obligations shall resume for the remainder of the Term. No partial or complete waiver of Buyer's rights shall be implied from Buyer's actions pursuant to this paragraph.

12.4 Payments and Notices

If a Collateral Assignee elects to become the Successor-in-Interest, it will be solely responsible for notifying the Seller and any other Collateral Assignees of this intention. The Buyer shall not be responsible for passing any notices, information and/or communications between the Seller and Collateral Assignees. If a Collateral Assignee does become a Successor-in-Interest, Buyer shall make all payments due under this Agreement to an account specified by such Collateral Assignee. For avoidance of doubt, upon the Collateral Assignee becoming the Successor-in-Interest the previous Seller shall not retain any of its rights or obligations under this Agreement and payments made by Buyer to the Successor-in-Interest shall satisfy Buyer's payment obligations under this Agreement.

Seller is solely responsible to provide contact information, including mailing addresses, email addresses and phone numbers for all Collateral Assignment assignees and Full Assignment assignees to Buyer. Buyer shall notify all Collateral Assignment assignees for which it has contact information within 15 days of a Seller Default. Seller shall be solely responsible for any instance where a Collateral Assignment assignee does not receive notice due to the Seller not providing contact information to Buyer.

Collateral Assignee Changes. Buyer acknowledges and agrees that Seller, subject to the terms and conditions of this Agreement may change one or more Collateral Assignment assignees. In the case that a Seller changes a Collateral Assignment assignee, Seller shall provide Buyer with any relevant, new contact information and payment directions as instructed by Seller. The terms and conditions of this Agreement, apply to any change in Financing Party by Seller.

Notwithstanding any language to the contrary, when any assignee chooses to exercise any rights against Buyer, it shall indemnify Buyer per the terms of this Agreement (and shall agree to do so in writing upon request by Buyer) for any claims arising from the exercise of such rights. By way of example and not limitation, such indemnification obligations shall extend to claims by other Financing Parties and Collateral Assignees asserted against Buyer. Any assignee's ability to exercise any rights against Buyer shall be contingent on the assignee's assumption of such indemnification obligations.

ARTICLE 13: OTHER TERMS & CONDITIONS

13.1 NOTICES

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given three (3) days after being sent by registered or certified mail, return receipt requested; one (1) day after being sent by overnight carrier; or upon email confirmation to sender of receipt of a facsimile communication which is followed by a mailed hard copy from sender. Notices shall be addressed to:

Buyer: As listed in Exhibit 3 of this Agreement

Seller: As listed in Exhibit 3 of this Agreement

Each party may designate a different person and address by sending written notice to the other party, to be effective no sooner than ten (10) days after the date of the notice.

13.2 COMPLIANCE WITH ALL LAWS

The Parties shall at all times comply with all applicable laws, ordinances, rules and regulations. The Parties shall keep themselves fully informed of Buyer's charter, codes, ordinances and regulations and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with all applicable local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time. Seller shall procure and maintain all Permits necessary for performance of this Agreement, and shall pay its respective charges and fees in connection therewith. Examples of such Regulations include but are not limited to California Occupational Safety and Health Act of 1973, Labor Code §6300 et. seq. the Fair Packaging and Labeling Act, etc. and the standards and regulations issued there under.

13.3 NO DEDICATION

Any undertaking by one Party to the other under any provision of this Agreement shall not constitute the dedication of the Generating Facility or any portion thereof to the public or to any portion thereof.

13.4 NON-WAIVER OF RIGHTS

Waivers of any rights hereunder must be in writing and shall not be implied from performance or usage of trade. The failure of either party to this Agreement to enforce or insist upon compliance with or strict performance of any of the terms or conditions hereof, or to take advantage of any of its rights hereunder, shall not constitute a waiver or relinquishment of any such terms, conditions or rights, but the same shall be and remain at all times in full force and effect.

13.5 HEADINGS

All titles, subject headings, Article titles and similar items are provided for the purpose of reference and convenience and are not intended to be inclusive, definitive or to affect the meaning of the contents or scope of this Agreement.

13.6 NO THIRD PARTY BENEFICIARY

Except as to Seller's Financing Parties referred to in Article 12 of this Agreement, including but not limited to Seller's Financing Parties, who are intended third party beneficiaries of this Agreement and the Grant of Access Rights, neither this Agreement nor the Grant of Access Rights shall not be construed to create rights in, or to grant remedies to, any third party.

13.7 FORWARD CONTRACT

The Parties acknowledge and agree that this Agreement and the transactions contemplated by this Agreement constitute a "forward contract" within the meaning of the United States Bankruptcy Code.

13.8 GOVERNING LAW

This Agreement is made in the State of California and shall be interpreted and governed by the laws of the State of California without regard to conflict of law principles.

13.9 VENUE

In the event that suit shall be brought by either party hereunder, the parties agree that venue shall be exclusively vested in the state courts of California in the City of Sunnyvale or if federal jurisdiction is appropriate, exclusively in the United States District Court in the Northern District of California, Sunnyvale, California.

13.10 NATURE OF RELATIONSHIP

- (a) The duties, obligations and liabilities of the Parties are intended to be several and not joint or collective. This Agreement shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Seller and the Buyer or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either Party. A Party shall not have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or act as or be an agent or representative of or otherwise bind the other Party.
- (b) Seller shall perform pursuant to this Agreement as an independent contractor and not as an officer, agent, servant, or employee of Buyer. Seller shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. Nothing herein shall be considered as creating a partnership or joint venture between the Buyer and Seller. No person performing any services and/or supplying all goods shall be considered an officer, agent, servant, or employee of Buyer, nor shall any such person be entitled to any benefits available or granted to employees of the Buyer.

- (c) Seller shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Seller's performing services and work, or any agent or employee of Seller providing same.
- (d) Any terms in this Agreement referring to direction from Buyer shall be construed as providing for direction as to policy and the result of Seller's work only, and not as to the means by which such a result is obtained. Buyer does not retain the right to control the means or the method by which Seller performs work under this Agreement.

13.11 SUBCONTRACTING

Seller shall notify Buyer of its intent to use a subcontractor prior to such subcontractor's entry on the Project Site. Seller shall be responsible for directing the work of any approved subcontractors and for any compensation due to any approved subcontractors. Seller shall ensure that all Seller subcontractors comply with this Agreement and shall be responsible for such compliance. Seller shall require any or all subcontractors to sign an agreement requiring compliance with this Agreement. Buyer assumes no responsibility whatsoever concerning compensation or any other responsibility or liability to subcontractors.

13.12 GOOD FAITH & FAIR DEALING

The Parties agree to act reasonably and in accordance with the principles of good faith and fair dealing in the performance of this Agreement. Unless expressly provided otherwise in this Agreement: (i) wherever this Agreement requires the consent, approval or similar action by a Party, such consent, approval or similar action shall not be unreasonably withheld or delayed; and (ii) wherever this Agreement gives a Party a right to determine, require, specify or take similar action with respect to matters, such determination, requirement, specification or similar action shall be reasonable.

13.13 SEVERABILITY

Should any provision of this Agreement be or become void, illegal or unenforceable, the validity or enforceability of the other provisions of this Agreement shall not be affected and shall continue in full force and effect. The Parties will, however, use their best endeavors to agree on the replacement of the void, illegal, or unenforceable provision(s) with legally acceptable clauses that correspond as closely as possible to the sense and purpose of the affected provision.

13.14 COUNTERPARTS

This Agreement may be executed in two or more counterparts and by different Parties on separate counterparts, all of which shall be considered one and the same Agreement, and each of which shall be deemed an original.

13.15 COOPERATION

The Parties agree to reasonably cooperate with each other in the implementation and performance of this Agreement. Such duty to cooperate shall not require either Party to act in a manner inconsistent with its rights under this Agreement.

13.16 NECESSARY ACTS AND FURTHER ASSURANCES

The Parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement. Buyer shall provide Seller estoppels certificates confirming the status of this Agreement and acknowledging that Buyer has no rights in the Generating Facility. Buyer shall obtain, and pay any costs to obtain, all consents required for Buyer to enter into and perform its obligations under this Agreement from Buyer's lenders, landlords and tenants, if any, and those of any other persons with interests in Buyer's real property upon which Seller's personal property is located. These consents shall include estoppels certificates which recognize the rights of Seller, Seller's Financing Parties, and Seller and Seller's Financing Parties' assignees and successors under this Agreement.

13.17 CONSTRUCTION

The Parties acknowledge that this Agreement was jointly prepared by them, by and through their respective legal counsel, and any uncertainty or ambiguity existing herein shall not be interpreted against either Party on the basis that the Party drafted the language, but otherwise shall be interpreted according to the application of the rules on interpretation of contracts.

13.18 ENTIRE AGREEMENT, INTEGRATION/MERGER CLAUSE

This Agreement, together with all Exhibits and schedules attached hereto, constitute the entire agreement between the Parties and supersedes any and all prior oral or written understandings. No amendment, addition to or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it, unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the Parties.

13.19 NON-DISCRIMINATION

Seller shall comply with all applicable Federal, State, and local laws and regulations including Buyer's policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); and California Labor Code sections 1101 and 1102. Seller shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff,

rates of pay or other forms of compensation. Nor shall Seller discriminate in provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

13.20 NON-EXCLUSIVE CONTRACT

This Agreement does not establish an exclusive contract between the Buyer and the Seller for the purchase of electricity or power or any services. The Buyer expressly reserves all its rights, including but not limited to, the following: the right to utilize others to provide electricity, products, support and services; the right to request proposals from others with or without requesting proposals from the Seller; and the unrestricted right to bid any such product, support or service.

13.21 MODIFICATION

This Agreement may be supplemented, amended, or modified only by the mutual written agreement of the Parties.

13.22 HAZARDOUS SUBSTANCES

If any product being offered, delivered or supplied to the Buyer in connection with this Agreement is listed in the Hazardous Substances List of the Regulations of the Director of Industrial Relations with the California Occupational Safety and Health Standards Board, or if the product presents a physical or health hazard as defined in the California Code of Regulations, General Industry Safety Order, Section 5194 (T8CCR), Hazard Communication, the Seller must include a Material Safety Data Sheet (MSDS) with delivery, or shipment. Each MSDS must reference the contract/purchase order number, and identify the "Ship To Address". All shipments and containers must comply with the labeling requirements of Title 49, Code of Federal Regulations by identifying the hazardous substance, name and address of manufacturer, and appropriate hazard warning regarding potential physical safety and health hazard.

13.23 DISENTANGLEMENT

Seller shall cooperate with Buyer and Buyer's other Sellers to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. Seller shall cooperate with Buyer's efforts to ensure that there is no interruption of electricity and no adverse impact on the provision of services or Buyer's activities. Seller shall return to Buyer all Buyer assets or information in Seller's possession. Seller shall deliver to Buyer or its designee, at Buyer's request, all documentation and data related to Buyer, including, but not limited to, the Buyer Data and client files, held by Seller, and Seller shall destroy all copies thereof not turned over to Buyer, all at no charge to Buyer.

13.24 ACCOUNTABILITY

Seller will be the primary point of contact and assume the responsibility of all matters relating to this Agreement, including those involving the manufacturer and/or deliverer and/or any

subcontractor, as well as payment issues. If issues arise, the Seller must take immediate action to correct or resolve the issues.

13.25 CONFLICT OF INTEREST

Seller warrants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services required under this Agreement.

13.26 DAMAGE AND REPAIR

Any and all damages to a Party's property caused by the other Party's negligence or operations shall be repaired, replaced or reimbursed by such Party at no charge to the other Party. Repairs and replacements shall be completed within seventy-two (72) hours of the incident, unless the Parties agree to an extension or another time frame, or if such repairs or replacements cannot be completed within such timeframe, then upon notification by the repairing Party then the Parties shall mutually agree on an alternative timeframe to complete such repair or replacement. The cleanup of all damage related to accidental or intentional release of any/all non-hazardous or hazardous material (e.g. hydraulic fluid, fuel, grease, etc.) from a Party's vehicles or during performance shall be responsibility of such Party. All materials must be cleaned up in a manner and time reasonably acceptable to Buyer (i.e., as soon and as thoroughly as possible to prevent potential as well as actual environmental damage). As soon as practicable, Seller shall report each incident to the Buyer, City of Sunnyvale. Damage observed by either Party, whether or not resulting from such Party's operations or negligence shall be promptly reported to the other Party.

Additionally, if at any time during the Term a Generating Facility is so severely damaged by fire or other casualty that substantial alteration, reconstruction or restoration is required, then Seller shall have the right, but not the obligation, to reconstruct or restore the Generating Facility and if Seller elects to do so then the Agreement shall remain in full force and effect, without change, for the remainder of the Term and the Expected Annual Contract Quantity shall be adjusted to reflect the period required for the substantial alteration, reconstruction, or restoration of the Generating Facility. If Seller fails to provide notice of its intention to reconstruct or restore the Facility within ninety (90) days of any such casualty, this Agreement shall terminate with respect to such Generating Facility and Seller shall remove the Generating Facility from the Site.

13.27 COOPERATION WITH REVIEW

Seller shall cooperate with Buyer's periodic review of Seller's performance. Such review may be conducted on a semi-annual or more frequent basis at the option of the Buyer. Seller shall make itself available onsite to review the progress of the project and Agreement, as requested by the Buyer, upon reasonable advanced notice. Seller agrees to extend to the Buyer or his/her designees and/or designated auditor of the Buyer, the right to monitor or otherwise evaluate all work performed and all records, including service records and procedures to assure that the project is achieving its purpose, that all applicable Buyer, State, and Federal regulations are met, and that adequate internal fiscal controls are maintained. The Seller shall be responsible for receiving, replying to, and complying with any audit exceptions set forth in Buyer audits. The

Seller shall pay to Buyer the full amount of any audit determined to be due as a result of Buyer audit exceptions. This provision is in addition to other inspection and access rights specified in this Agreement.

13.28 AUDIT RIGHTS UNDER STATE LAW

Pursuant to California Government Code Section 8546.7, the parties acknowledge and agree that every contract involving the expenditure of public funds in excess of \$10,000 shall be subject to audit by the State Auditor.

13.29 DEBARMENT

Seller represents and warrants that it, its employees, subcontractors and agents are not suspended, debarred, or excluded from, or ineligible from, receiving Federal or state funds. Seller must within 30 calendar days advise the Buyer if, during the term of this Agreement, the Seller becomes suspended, debarred or excluded from or ineligible for, receiving Federal or state funds.

13.30 CALIFORNIA PUBLIC RECORDS ACT

The Buyer is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Seller's proprietary information is contained in documents or information submitted to Buyer, and Seller claims that such information falls within one or more CPRA exemptions, Seller must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, the Buyer will make best efforts to provide notice to Seller prior to such disclosure. If Seller contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the Buyer's deadline for responding to the CPRA request. If Seller fails to obtain such remedy within Buyer's deadline for responding to the CPRA request, Buyer may disclose the requested information. Seller further agrees that it shall defend, indemnify and hold Buyer harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorneys fees) that may result from denial by Buyer of a CPRA request for information arising from any representation, or any action (or inaction), by the Seller.

13.31 DEBT LIABILITY DISCLAIMER

The Buyer, including, but not limited to, any source of funding for Buyer, any general fund or any special self insurance program, is not liable for any debts, liabilities, settlements, liens, or any other obligations of the Seller or its heirs, successors or assigns. Buyer is not be liable for and shall be held harmless and indemnified by Seller for any claims or damages arising out of any other contract to which Seller is a party, tort, action or inaction, negligent error in judgment, act of negligence, intentional tort, negligent mistakes or other acts taken or not taken by the Seller, its employees, agents, servants, invitees, guests or anyone acting in concert with or on behalf of the Seller. Buyer and its agencies and divisions, has no obligation to defend or undertake the

defense on behalf of the Seller or its heirs, successors or assigns.

13.32 USE OF BUYER'S NAME FOR COMMERCIAL PURPOSES

Seller may not use the name of the Buyer or reference any endorsement from the Buyer in any fashion for any purpose, without the prior express written consent of the Buyer.

13.33 PAYMENT OF PREVAILING WAGES

The Seller and all subcontractors under the Seller shall pay all workers on all work performed pursuant to this Agreement not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the City of Sunnyvale pursuant to sections 1770 et seq. of the California Labor Code.

13.34 ACCOUNT MANAGER

Seller must assign an account manager to Buyer to facilitate the contractual relationship, be fully responsible and accountable for fulfilling Buyer's requirements. Seller represents and warrants that such person will ensure that Buyer receives adequate support, problem resolution assistance and required information on a timely basis.

13.35 Governing Law, Jurisdiction and Venue

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

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

CITY OF SUNNYVALE
a Municipal Corporation, Buyer

Borrego Solar Systems, Inc.,
Seller

By _____ / /
City Manager Date

Attest:
City Clerk

By _____ / /
City Clerk Date

(SEAL)

By_____

Title
Date

By _____

Title
Date

APPROVED AS TO FORM:

_____/_____/_____
City Attorney Date

Exhibit 1

License Agreement

This License Agreement (this “**Agreement**”), dated as of _____, 2019 (the “**Effective Date**”), is by and between _____, a Delaware limited liability company (“**Seller**”), and the City of Sunnyvale, a Municipal Corporation (“**Buyer**”). Capitalized terms not otherwise defined herein shall have the definitions attributed to them in that certain Power Purchase Agreement, dated _____, 2019, between Seller and Buyer (the “**PPA**”). Buyer and Seller are sometimes referred to individually as a “**Party**” and collectively as the “**Parties**”.

WITNESSETH

WHEREAS, Buyer owns the real property commonly known as SMaRT Station and Corporation Yard, Sunnyvale, California and more particularly described in **Appendix A** attached hereto (collectively, the “**Property**”);

WHEREAS, Seller wishes to license a portion of the Property more particularly described in **Appendix B** (the “**Site**”) for the purpose of constructing, installing, owning, operating and maintaining a solar photovoltaic system and transmitting the electricity therefrom (the “**System**”) as more particularly described in the PPA and grant general access rights over the Property to Seller for the purpose of accessing the Site; and

WHEREAS, Buyer desires to license the Site and grant access rights to the Site over the Property to Seller as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, Seller and Buyer hereby agree as follows:

1. **License.** Buyer hereby licenses to Seller and Seller hereby licenses from Buyer, in accordance with the terms and conditions hereinafter set forth, the Site for the purpose of Seller constructing, installing, owning, operating, and maintaining the System and transmitting the electricity together with access on, over, under and through the Property to access the Site (the “**License**”). The License and the use hereunder by Seller shall not interfere or permit interference with Buyer's use of its Site for its operational purposes. Seller shall repair any damage to the Site and any facilities, equipment, persons or property located in or adjacent to the Site caused by Seller or its agents. This License is subordinate to all prior rights and obligations of City of Sunnyvale in the Site, and Buyer shall grant no rights inconsistent with the reasonable exercise by the Seller of its rights under this License.

2. **Solar Easement and Utility Easement.** Buyer further grants and conveys to Seller a solar easement for the open and unobstructed access to the sun and to ensure adequate exposure of the System to the sun (the “**Solar Easement**”). In the event that a utility provider requires an easement in connection with Seller's use of the Site, Buyer shall grant such necessary easement to the utility provider, provided that such easement is in a commercially reasonable and recordable form

3. **Benefits.** Seller shall pay Buyer one U.S. dollar (\$1.00) on the Effective Date as consideration for this Agreement.

4. **System Construction, Installation, Operation, and Ownership.**

(a) Buyer hereby consents to the design, construction, installation, operation, maintenance, repair, and periodic alteration, replacement, and removal of the System on the Site, including, without limitation, solar panels, mounting substrates or supports, wiring and connections, power inverters, service equipment, metering equipment, poles and wires and transmission equipment, and utility interconnections.

(b) Buyer acknowledges and agrees that Seller is the exclusive owner and operator of the System and that all equipment comprising the System shall remain the personal property of the Seller and shall not become fixtures, notwithstanding the manner in which the System is or may be affixed to any real property of Buyer. Buyer shall have no right, title or interest in the System or any component thereof, notwithstanding that the System may be physically mounted or adhered to the Site. If Buyer is the fee owner of the Property, Buyer consents to the filing by Seller, on behalf of Buyer, of a disclaimer of the System as a fixture of the Property in the office where real estate records are customarily filed in the jurisdiction of the Property. If Buyer is not the fee owner, Buyer will, at Seller's request, use commercially reasonable efforts to obtain such consent from such owner.

(c) Seller hereby grants the following license rights to Buyer for the Term (i) a non-exclusive right and license to install, locate, repair, replace and remove light fixtures on the underside of the solar canopy for the purpose of lighting the parking area; (ii) a license to park automobiles under the solar canopy and maintain those portions of the parking facility located under the solar canopy, for the Term, provided that such parking spaces and the plan of automobile access to and from such spaces are consistent with the site plan attached as Schedule 2 to the PPA; (iii) Seller shall not use or permit the use of the Site for any purpose other than constructing, installing, operating, updating, and maintaining a parking facility. In the event damage to any part of the System or the parking facility is suffered as a result of the actions of Grantor or Grantee, or their respective employees, agents, contractors, permittees, licensees, or guests, the Grantor or Grantee, as the case may be, shall promptly reimburse the other Party for any reasonable out-of-pocket costs of such repairs required to be performed by that Party.

(d) Buyer and Seller understand and acknowledge that pursuant to the terms of the PPA, Buyer shall provide certain specified utilities to the Site in connection with Seller's construction, start-up, maintenance, repair, replacement and operation of the System. In connection therewith, Seller's use of the Site shall include the non-exclusive right to the use of water lines, sewer lines, storm water lines, power lines, fuel lines, telephone and communication lines, pipelines, and drainage ditches, if available. Exercise of Seller's license to utilize these utilities as set forth herein and in the PPA shall be subject to Buyer's prior written approval which may be withheld should Buyer, in its sole discretion, determine that the proposed use will interfere or otherwise adversely impact Buyer systems, operations or activities. Buyer shall maintain and repair all utilities up to the delivery points identified in the PPA, and Seller will have the obligation to maintain and repair all utilities, including all pipes, conduits, ducts, electric or other utilities, sinks or other apparatus through which any utility services are provided, from said delivery points to and then within the Site.

(e) Without in any way limiting Seller's responsibility to provide adequate security as set forth in the PPA, Seller hereby agrees to abide by any and all Buyer security measures and procedures currently in place at or adjacent to the Site. Seller agrees to repair to the current standards all roads, driveways and walkways damaged by Seller equipment or deliveries that are now and may be located in and around the Site necessary for proper ingress and egress to and from, and occupancy of, the Site. Seller will observe all speed limits and other rules and regulations established by Buyer with respect to such roads and driveways. Seller shall comply with all safety requirements specified in any applicable safety program established by Buyer as well as any required by state, federal or local laws and ordinances.

(f) Except in the event of an emergency, Seller agrees to give Buyer fifteen (15) days prior written notice of its maintenance activities to coordinate and schedule such activities so as to avoid interference, impact or conflict with Buyer's use of the Site or areas adjacent to or proximate to the Site. Such Seller activities shall be for the purpose of installation, operation, and maintenance of the applicable Facility or Generating Facilities, on, over, under and across the Site during reasonable business hours, and during non-business hours in the event of any event or circumstance that poses an imminent risk to human health, the environment, the applicable System or the Site. In case of imminent risk, Seller shall make commercially-reasonable attempts to promptly notify Buyer of need for immediate access to the Site, with such communication made to Buyer's designated emergency contact below. Notwithstanding the security measures Buyer maintains around the Site and adjacent to the Site, Seller shall be solely responsible for undertaking reasonable security measures to ensure and maintain the security of the System and the Site, which includes, but is not limited to, the security of the wiring and the inverters. As such, Seller shall bear the sole cost and responsibility of replacing any equipment or other property stolen from or otherwise damaged at the Site, whether owned by Buyer or Seller, due to Seller's failure to provide reasonable security measures except if such damage is the result of Buyer's negligence or willful misconduct. Seller shall contact Buyer's designated contact person as described below to coordinate operation and maintenance activities on the Site. Buyer shall provide Seller with at least seven (7) calendar days written notice of any Buyer activities proximate to the System.

SMaRT Station

Environmental Engineering Coordinator, ESD
408-730-7791 (Direct)
408-730-7262 (Answer Point)

Corporation Yard

Water & Sewer Systems Division Manager, ESD
408-730-7578 (Direct)
408-730-7900 (Answer Point)

5. Representations and Warranties, Covenants of Buyer.

(a) Buyer represents, warrants and covenants that Buyer has lawful title to the Property and, subject to the approval of the fee owner, if any, full right to enter into this Agreement.

(b) Buyer represents, warrants and covenants that Buyer (i) has been duly authorized to enter into this Agreement by all necessary action, and (ii) subject to the approval of the fee owner, if any, will not be in default under any agreement to which it is a party as a result of entering into this Agreement.

(c) Buyer represents, warrants and covenants that it shall not permit any lien, claim, right or other encumbrance to attach to the System and agrees to discharge any lien, claim, encumbrance or interest that attaches to the System (other than liens, claims, encumbrances or interest placed on the System by Seller or Seller's creditors).

(d) Buyer represents, warrants and covenants that Seller shall have quiet and peaceful possession of the Site free from any claim of any entity or person of superior title thereto without hindrance to or interference with or molestation of Seller's quiet enjoyment thereof, throughout the Term.

(e) Buyer represents and warrants that, as of the Effective Date; (i) the Site shall be free of any Hazardous Materials or any other substance or matter imposing liability for cleanup costs or expenses on any person or entity under any statutory or common law theory; (ii) there are no outstanding

claims and Buyer has not received any notice of any violations by any governmental authority with respect to the Site alleging a violation of applicable law and the Site is in compliance with all applicable laws and Environmental Law; (iii) the Property on which the SMaRT Station is located contains municipal solid waste as disclosed in the Covenant to Restrict Use of Property, Sunnyvale Municipal Landfill, dated May 10, 1995 and recorded in the Official Records of Santa Clara County in Book N872, Page 1734, Recording No. 12907350; (iv) Buyer has provided the California Regional Water Quality Control Board with thirty (30) days advance notice of this Agreement.

6. Term. The term of this Agreement shall commence on the Effective Date and terminate on the date that is twenty-five (25) years after the Commercial Operation Date (the “**Initial Term**”). This Agreement may be renewed for successive terms of five (5) years each pursuant to Section 2.1 of the PPA (collectively with the Initial Term, the “**Term**”); provided however, that the Initial Term plus all extensions to the Term, if any, shall not exceed an aggregate term of thirty-five (35) years. After termination of this Agreement, Buyer grants Seller a license to enter the Site for one hundred eighty (180) days to remove the System. This Agreement shall terminate if the PPA expires or is terminated prior to the expiration of the Term.

7. Cooperation. Buyer shall cooperate with Seller’s requests to assist Seller in obtaining any necessary agreements, permits, approvals, including any zoning, land use, environmental, building and other permits required to construct, install, operate and maintain the System and any leases and approvals from the utility necessary in order to interconnect the System to the electrical system and/or the utility’s electric distribution system. Buyer shall obtain a non-disturbance agreement (“**NDA**”) in favor of Seller from any third party who now has or may in the future obtain an interest in the Property or Site, including, without limitation, lenders to Buyer, in a form reasonably acceptable to Seller.

8. Maintenance of Site. Buyer shall, at all times at Buyer’s sole cost and expense, maintain the Site and all access areas. In the case of rooftop and canopy Systems, Buyer shall, at all times at Buyer’s sole cost and expense, maintain the Site in a manner sufficient to structurally support the System. All maintenance and repairs shall be carried out in a manner that minimizes the impact on the System. All maintenance and repairs shall be carried out in a manner that minimizes the impact on the System.

9. Seller’s Ownership of Systems and Output. The Systems are personal property, whether or not the same is deemed real or personal property under Applicable Law, and shall not attach to or be deemed a part of, or a fixture to, the Site or Property. Seller or its designees shall be the legal and beneficial owners of the applicable Systems at all times and Buyer shall have no right, title or interest in any of the Systems or any component thereof, notwithstanding that any such Systems may be physically mounted or adhered to the Site or Property. Buyer covenants that it will use commercially reasonable efforts to place all parties having an interest in or lien upon the Property or the Site on notice of the ownership of the System and the legal status or classification of the System as personal property. If there is any mortgage or fixture filing against the Property or Site which could reasonably be construed as attaching to the Systems as a fixture of the Property or Site, Buyer shall provide a disclaimer or release from such lien holder in form and substance reasonably satisfactory to Seller and any Financing Party. Buyer, as the fee owner of the Property, consents to the filing by Seller, on behalf of Buyer or its designees, as applicable, of a disclaimer of the Systems as a fixture of the Property or Site in the office where real estate records are customarily filed in the jurisdiction of the Property. Further, Buyer acknowledges and agrees that Seller or its designees, as applicable, are the exclusive owners of all electricity and Existing Financial Incentives. Seller acknowledges that Buyer or its designees, as applicable, are the exclusive owners of all utility credits generated by the System and owners of all Environmental Attributes attributable to the System.

10. Events of Default, Remedies.

(a) The following events shall be defaults with respect to Buyer (each, a “**Buyer Event of Default**”):

(i) Buyer breaches any material term of this Agreement if (A) such breach can be cured within thirty (30) days after Seller’s notice of such breach and Buyer fails to so cure, or (B) Buyer otherwise fails to commence within such thirty (30) day period and diligently pursue and complete within ninety (90) days said cure, if a longer cure period is needed; and

(ii) Buyer fails to pay Seller any undisputed amount due Seller under this Agreement within thirty (30) days from receipt of written notice from Seller of such past due amount; and

(iii) A condemning authority takes all, or a portion, of the Site which in Seller’s opinion is sufficient to render the Site unsuitable for Seller’s use.

If a Buyer Event of Default has occurred and is continuing, in addition to other remedies that may be expressly provided herein, Seller may terminate this Agreement and pursue all available remedies at law or in equity.

(b) The following events shall be defaults with respect to Seller (each, a “**Seller Event of Default**”):

(i) Seller breaches any material term of this Agreement if (A) such breach can be cured within thirty (30) days after Seller’s written notice of such breach and Buyer fails to so cure, or (B) Buyer otherwise fails to commence within such thirty (30) day period and diligently pursue and complete within ninety (90) days said cure, if a longer cure period is needed; and

(ii) Seller fails to pay Buyer any undisputed amount due Buyer under this Agreement within thirty (30) days from receipt of written notice from Buyer of such past due amount.

If a Seller Event of Default has occurred and is continuing, in addition to other remedies that may be expressly provided herein, Buyer may terminate this Agreement.

11. Hazardous Substances. Neither Party shall introduce or use any Hazardous Substances on, in or under the Site or Property in violation of any Applicable Law. If a Party becomes aware of any Hazardous Substances on, in, or under the Site or Property, it shall promptly notify the other Party of the type and location of such Hazardous Substances in writing. Each Party agrees to indemnify, defend and hold harmless the other Party and its Affiliates and their employees and agents from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability, including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that any Party may suffer or incur due to the existence of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (“**Environmental Claims**”), that relate to or arise from such Party’s activities on the Property or Site, except to the extent directly attributable to the negligent acts or omissions or willful misconduct of the other Party. Buyer shall further indemnify, defend and hold harmless Seller and its Affiliates and their employees and agents from and against any and all Environmental Claims due to the presence of any Hazardous Substances in, on or under the Site as of the Effective Date, including but not limited to any claims arising from the fact that the SMaRT Station Property contains municipal solid waste. The indemnifications in this Section 0 specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any Governmental Authority. Buyer shall be responsible for, and shall promptly conduct any investigation and remediation as required by any Applicable Law, all spills or other releases of any Hazardous Substances to the extent not caused by Seller,

that have occurred or which may occur on the Property. The Parties agree to execute **Appendix C** attached hereto concurrently with the execution of this Agreement. This Section 11 shall survive the termination or expiration of this Agreement.

12. Liability and Indemnity.

(a) Each Party as indemnitor shall indemnify, defend, and hold harmless the other Party and its Affiliates and their employees and agents against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including reasonable attorneys' fees) asserted by third parties for injury or death to Persons (including employees of either Party) and/or physical damage to property arising out of or in connection with the negligent acts or omissions or willful misconduct of the indemnitor or a material breach of any obligation, representation or warranty of the indemnitor under this Agreement, except to the extent caused by the negligent acts or omissions or willful misconduct of the indemnified party.

(b) Seller shall not be responsible to Buyer or any third party, for any claims, costs or damages, including fines or penalties, attributable to any violations of Applicable Laws existing prior to the Effective Date, or by any party other than the Seller Parties.

(c) No termination of this License shall release the Seller from any liability or obligations hereunder resulting from any acts, omissions, or events happening prior to the termination of this License and restoration of the Site as required under the PPA.

(d) This Section 12 shall survive the termination or expiration of this Agreement.

13. Assignment. Neither party shall have the right to assign any of its rights, duties or obligations under this Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld, conditioned or delayed; provided, however, that Seller may in its sole discretion and without the consent of Buyer assign any of its rights, duties or obligations under this Agreement to (i) one or more of its Affiliates, (ii) to a Financing Party, (iii) collaterally assign or pledge its interest hereunder in connection with any financing of the System, or (iv) any person succeeding to all or substantially all of the assets of Seller, (any of the foregoing being a "**Permitted Transfer**"). An assignment by either Party in accordance with this Section 10 shall, provided that assignee assumes the assignor's obligations under this Agreement, relieve the assignor of its obligations hereunder, except with respect to undisputed payments due by the assignor as of the effective date of the assignment, which obligations shall be performed by assignor or assignee as a condition precedent to such assignment. This Agreement shall be binding on and inure to the benefit of the successors and permitted assigns.

14. Condemnation. If at any time during the Term, any part of the Site or System is taken for any public or quasi-public use under Applicable Law, ordinance of or regulation by a Governmental Authority by condemnation or right of eminent domain, then each Party shall be entitled to separately pursue an award for its respective property interest appropriated as well as any damages suffered thereby, and each Party hereby waives any right to any award that may be prosecuted by the other Party.

15. Casualty/System Loss.

(a) In the event the Site or access thereto shall be so damaged or destroyed by fire or other casualty so as to make the use of the Site impractical, as determined by Seller in its sole and absolute discretion, then Seller may elect to terminate this Agreement by providing notice to Buyer of such termination within ninety (90) days of Seller's knowledge of the damage or destruction, which termination will be effective as of a date of such damage or destruction. If Seller does not elect to terminate this Agreement pursuant to the previous sentences, Buyer shall exercise commercially reasonable efforts to repair the damage to the Site and return the site to its condition prior to such damage or destruction;

provided, however, that, except as otherwise provided in this Agreement, Buyer shall in no event be required to repair, replace or restore any property of Seller comprising part of the Systems, which replacement or restoration shall be Seller's responsibility.

(b) In the event of any harm to the System that, in the reasonable judgment of Seller, results in total damage, destruction or loss of the System ("**System Loss**"), Seller shall, within twenty (20) Business Days following the occurrence of such System Loss, notify Buyer whether Seller is willing, notwithstanding such System Loss, to repair or replace the System and to continue this Agreement. In the event that Seller notifies Buyer that Seller is not willing to repair or replace the System, Seller may terminate this Agreement effective upon the date of such System Loss, and Seller shall be entitled to all proceeds of its insurance policies with respect to the System Loss.

16. Incorporation of PPA Terms. Buyer acknowledges the terms of the PPA, Section 4.9 (Title to the Facilities) 5.2 (Allocation of Taxes and Possessory Interest Tax), 10.5(a) (Removal and Restoration), 11.4(a) (Insolation), 7.7 (Insurance), 12.1 (Collateral Assignment and Assignment to Financing Parties), 12.3 (Rights of Assignees Upon Event of Default) and 13.30 (California Public Records Act) are hereby incorporated by reference and are made a part hereof as if set forth herein at length, and with respect to Section 11.4, this Agreement being substituted for "this Agreement".

17. Amendments. This Agreement may be amended only in writing signed by Seller and Buyer or their respective successors in interest or permitted assigns.

18. Notices. All notices and communications concerning this Agreement shall be in writing and shall be delivered as provided in the PPA Section 13.1.

19. Further Assurances. Upon the receipt of a request from the other Party or a Financing Party, each Party shall execute such commercially reasonable additional documents, instruments and assurances and take such additional actions as are reasonably necessary to carry out the terms and intent hereof, including at the requesting Party's expense, entering into any consents, assignments, affidavits, estoppels and other documents as may be reasonably required by such Party's lender to create, perfect or preserve its collateral interest in such Party's property or such party's rights and obligations under this Agreement. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section.

20. Waiver. The waiver by either party of any breach of any term, condition, or provision herein contained shall not be deemed to be a waiver of such term, condition, or provision, or any subsequent breach of the same, or any other term, condition, or provision contained herein.

21. Headings. The headings in this Agreement are solely for convenience and ease of reference and shall have no effect in interpreting the meaning of any provision of this Agreement.

22. Entire Agreement. This Agreement contains all the agreements of the Parties regarding right of entry for construction, maintenance and operation of the System and supersedes any prior License or negotiations. There have been no representations by the Seller or understandings made between the Seller and the Buyer regarding right of entry for construction, maintenance and operation of the System other than those set forth in this Agreement. This Agreement may not be modified except by a written instrument duly executed by the Parties.

23. Choice of Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of California without reference to any choice of law principles.

24. Binding Effect. This Agreement and its rights, privileges, duties and obligations shall inure to the benefit of and be binding upon each of the parties hereto, together with their respective successors and permitted assigns.

25. Counterparts. This Agreement may be executed in counterparts, which shall together constitute one and the same agreement. Facsimile or .pdf signatures shall have the same effect as original signatures and each party consents to the admission in evidence of a facsimile or photocopy of this Agreement in any court or arbitration proceedings between the parties.

26. Further Assurances. Upon the receipt of a written request from the other party, each party shall execute such additional documents, instruments and assurances and take such additional actions as are reasonably necessary to carry out the terms and intent hereof. Neither party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Agreement.

27. Waiver of Jury Trial. TO THE EXTENT PERMITTED BY LAW, EACH PARTY HEREBY IRREVOCABLY WAIVES ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION IN ANY COURT IN ANY JURISDICTION BASED UPON OR ARISING OUT OF OR RELATING TO THIS AGREEMENT.

28. Compliance With Laws. Seller shall not use the Site or any part thereof or suffer or permit Seller's agents or contractors to do anything in or about the Site in conflict with any applicable law, statute, zoning restriction, ordinance, or governmental law, code, rule or regulation affecting (a) the condition, use or occupancy of the Site or (b) the construction, installation, ownership, operation or maintenance of the System. Seller shall not commit any public or private nuisance or any other act or practice which would materially disturb the quiet enjoyment of any occupant of nearby properties.

29. Conflicts. To the extent any conflicts exist between this Agreement and the PPA, the terms of the PPA shall control.

30. Recording. Buyer hereby consents to the recording of a Memorandum of License, at Seller's sole cost, in substantially the form of Appendix D attached hereto.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF intending to be legally bound hereby, the parties have executed this Agreement as of the Effective Date.

BUYER:

CITY OF SUNNYVALE,
a Municipal Corporation

By: _____
Name:
Title: City Manager

SELLER:

_____,
a Delaware limited liability company

By: 1115 Solar Development, LLC,
its sole member and manager

By: _____
Name:
Title:

APPENDIX A
PROPERTY LEGAL DESCRIPTON

APPENDIX B
SITE LEGAL DESCRIPTION

APPENDIX C

MUNICIPAL LANDFILL DISCLOSURE

WHEREAS, City of Sunnyvale owns the real property commonly known as Santa Clara County Assessor's Parcel Number 110-03-001 in Sunnyvale, California (the "**Property**"). A municipal landfill exists on the Property which contains municipal solid waste (the "**Landfill**").

WHEREAS, _____, a Delaware limited liability has entered into a license to occupy a portion of the Property known as the SMaRT Station (the "**Site**") for the purpose of constructing, installing, owning, operating and maintaining a solar photovoltaic system and transmitting the electricity therefrom (the "**System**").

WHEREAS, the Property contains restrictions due the location of the Landfill on the Property. The SMaRT station is located on the Property adjacent to the Landfill.

WHEREAS, the parties are entering into this Municipal Landfill Disclosure in compliance with the Covenant to Restrict Use of Property, Sunnyvale Municipal Landfill dated May 10, 1995 and recorded in the Official Records of Santa Clara County in Book N872, Page 1734, Recording No. 12907350.

The parties hereby acknowledge the following:

The land [Property] described herein contains municipal solid waste. Such condition may render the land and the owner, lessee, or other possessor of the land subject to requirements of covenant restrictions, provisions, and liabilities contained in Chapter 6.5 and Chapter 6.8 of Division 20 of the Health and Safety Code and Division 7 of the California Water Code. This statement is not a declaration that a hazard exists.

CITY OF SUNNYVALE,
a Municipal Corporation

By: _____

Name:

Title: City Manager

_____,
a Delaware limited liability company

By: 1115 Solar Development, LLC,
its sole member and manager

By: _____

Name:

Title:

APPENDIX D
FORM OF MEMORANDUM OF LICENSE
[see attached]

**Recording Requested by and
after recording return to:**

_____, LLC
c/o Borrego Solar Systems, Inc.
1814 Franklin Street, Suite 700
Oakland, CA 96412
Attn: Legal Department

No transfer tax due. Term of License is less than 35 years.

MEMORANDUM OF LICENSE AGREEMENT

THIS MEMORANDUM OF LICENSE AGREEMENT (the “**Memorandum**”), is made as of _____, 20__, by and between CITY OF SUNNYVALE, a Municipal Corporation with its principal place of business at _____, Sunnyvale, California _____ (“**Buyer**”) and _____, a Delaware limited liability company with its principal place of business located at 1814 Franklin Street, Suite 700, Oakland, California 94612 (“**Seller**”).

RECITALS

- A. Buyer is the owner of the real property located in Santa Clara County, California, more particularly described in **Schedule A** attached hereto (the “**Property**”).
- B. Buyer and Seller are parties to that certain License Agreement (the “**License**”) dated as of _____ (the “**Effective Date**”). Pursuant to the License, Buyer has licensed a portion of the Property (the “**Site**”) as more particularly described in **Schedule B** attached hereto and Buyer has granted general access rights over the Property to Seller.

AGREEMENT

1. Buyer licenses to Seller and Seller licenses from Buyer, for the Term (as defined below), the Site in accordance with the terms and provisions of the License.
2. Buyer grants to Seller for the Term, access rights for ingress and egress on, over, under and through the Property for access to the System and to construct, use and maintain the System, including electric lines and poles and all necessary appurtenances thereto in accordance with the terms and provisions of the License.
3. The term of the License (the “**Term**”) commenced on the Effective Date and terminates on the date that is twenty-five years after the Commercial Operation Date. The Term can be extended for successive terms of five (5) years each, but in no event shall the Term exceed thirty-five (35) years.
4. All of the terms, covenants and conditions of the License are incorporated herein and made a part hereof. The purpose of this Memorandum is to give notice of the existence of the license created by the License; and shall not be construed to vary or otherwise affect the rights or obligations of the parties under the License as it may be amended.
5. As set forth more fully in the License, (a) Buyer shall not interfere with the insolation of solar energy over the System and has granted to Seller a solar easement, and (b) the System shall remain the personal property of Seller and shall not attach to, or be deemed a part of, or fixture to, the Property.

6. This Memorandum shall be governed by the laws of the State of California.
7. The parties agree that this Memorandum may be executed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have duly executed this Memorandum as of the date first above written.

BUYER:
CITY OF SUNNYVALE

By: _____
Name:
Title:

SELLER:

By: 1115 Solar Development, LLC,
its sole member and manager

By: _____
Name:
Title:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____

County of _____

On _____, _____ before me _____, Notary
Public personally appeared _____

_____, who proved to me on the basis of
satisfactory evidence to be the person(s), whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and
that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

(seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____

County of _____

On _____, _____ before me _____, Notary
Public personally appeared _____

_____, who proved to me on the basis of
satisfactory evidence to be the person(s), whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and
that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

(seal)

SCHEDULE A
to
MEMORANDUM OF LICENSE

PROPERTY LEGAL DESCRIPTION

SCHEDULE B
to
MEMORANDUM OF LICENSE

SITE LEGAL DESCRIPTION

Exhibit 2

Early Termination Fee

The Early Termination Fee with respect to each Facility under this Agreement shall be calculated in accordance with the following:

Early Termination Occurs in Year:	Early Termination Fee (\$/Wdc including costs of removal)
1	\$1,998,928
2	\$1,893,786
3	\$1,786,263
4	\$1,676,149
5	\$1,563,219
6	\$1,498,449
7	\$1,481,579
8	\$1,461,111
9	\$1,436,743
10	\$1,408,155
11	\$1,375,001
12	\$1,336,911
13	\$1,293,486
14	\$1,244,301
15	\$1,188,898
16	\$1,126,787
17	\$1,057,443
18	\$980,301
19	\$894,757
20	\$800,164
21	\$695,827
22	\$581,003
23	\$454,893
24	\$316,644
25	\$165,340

Exhibit 3

Notice Information

Buyer:

City of Sunnyvale

650 W. Olive Ave

Sunnyvale, CA 94089

Seller:

Borrego Solar Systems, Inc.

1814 Franklin Street, Floor 7

Oakland, CA 94612

Financing Party:

BG Capital

Exhibit 4

Contract Price

The kWh Rate with respect to the Generating Facility under this Agreement shall be in accordance with the following schedule(s). Annual escalation rate of 2.5%.

City of Sunnyvale Corporation Yard and SMaRT Station:

Year of System	kWh Rate[*] (\$/kWh)	Year of System	\$/kWh Rate[*] (\$/kWh)
1	-\$0.1262	14	-\$0.1740
2	-\$0.1294	15	-\$0.1783
3	-\$0.1326	16	-\$0.1828
4	-\$0.1359	17	-\$0.1873
5	-\$0.1393	18	-\$0.1920
6	-\$0.1428	19	-\$0.1968
7	-\$0.1464	20	-\$0.2017
8	-\$0.1500	21	-\$0.2068
9	-\$0.1538	22	-\$0.2120
10	-\$0.1576	23	-\$0.2173
11	-\$0.1615	24	-\$0.2227
12	-\$0.1656	25	-\$0.2283
13	-\$0.1697		

[*Calculated based on the year 1 kWh Rate multiplied by 2.5% inflation factor each year.]
Expected Annual Contract Quantity commencing on the Actual Commercial Operation Date with respect to each Facility under this Agreement shall be as follows:

Exhibit 4

Contract Price

The kWh Rate with respect to the Generating Facility under this Agreement shall be in accordance with the following schedule(s). Annual escalation rate of 1%.

City of Sunnyvale Corporation Yard and SMaRT Station:

Year of System	kWh Rate[*] (\$/kWh)	Year of System	\$/kWh Rate[*] (\$/kWh)
1	\$0.163	14	\$0.1855
2	\$0.1646	15	\$0.1874
3	\$0.1663	16	\$0.1892
4	\$0.1679	17	\$0.1911
5	\$0.1696	18	\$0.1930
6	\$0.1713	19	\$0.1950
7	\$0.1730	20	\$0.1969
8	\$0.1748	21	\$0.1989
9	\$0.1765	22	\$0.2009
10	\$0.1783	23	\$0.2029
11	\$0.1801	24	\$0.2049
12	\$0.1819	25	\$0.2070
13	\$0.1837		

[*Calculated based on the year 1 kWh Rate multiplied by 1% inflation factor each year.]
Expected Annual Contract Quantity commencing on the Actual Commercial Operation Date with respect to each Facility under this Agreement shall be as follows:

Exhibit 5

Expected Annual Contract Quantity

Expected Annual Contract Quantity commencing on the Actual Commercial Operation Date with respect to each Facility under this Agreement shall be as follows:

SMaRT Station:

Year 1 Expected Annual Contract Quantity

1 767,400

2 763,563

3 759,745

4 755,946

5 752,167

6 748,406

7 744,664

8 740,941

9 737,236

10 733,550

11 729,882

12 726,233

13 722,601

14 718,988

15 715,393

16 711,816

17 708,257

18	704,716
19	701,192
20	697,687
21	694,198
22	690,727
23	687,273
24	683,837
25	680,418

Corporation Yard:

Year 1	Expected Annual Contract Quantity
--------	-----------------------------------

1	249,600
2	248,352
3	247,110
4	245,875
5	244,645
6	243,422
7	242,205
8	240,994
9	239,789
10	238,590
11	237,397

12	236,210
13	235,029
14	233,854
15	232,685
16	231,521
17	230,364
18	229,212
19	228,066
20	226,925
21	225,791
22	224,662
23	223,539
24	222,421
25	221,309

NOTE: The parties agree that after System design is finalized, the Expected Annual Contract Quantity for each separate facility shall be updated and, if necessary, this Exhibit 5 shall be amended to reflect the revised estimated annual amounts.

October 2017

SUN01: Corporation Yard

Site Overview

Site Address: 221 Commercial Street, Sunnyvale, CA 94085

Utility Information

Provider: PG&E
Current Rate Schedule: A-1 TOU (Meter 1)
A-10 S TOU (Meter 2)
Annual Energy Usage: 383,158 kWh
(Meter 1: 62,810 kWh;
Meter 2: 320,348 kWh)



Solar PV Potential

Type of PV System: Carport / Shade Structure
Maximum System Size: 201 kW-DC
Maximum System Output: 309,588 kWh
Recommended System Size: 201 kW-DC
Recommended System Output: 309,588 kWh
Energy Offset: 81% (both meters, through Aggregated Net Metering)

Issues: Large vehicle height requirements; shade from tower; long electrical run
Opportunities: High energy offset of multiple meters; NEMA; parking shade structure

The Sunnyvale Corporation Yard is a large campus composed of an Administration building, constructed primarily in the 1970s, and multiple accessory buildings and shade structures. The City prefers to focus solar development on material storage (Section 1) and parking structures (Sections 2 and 3), rather than on rooftops due to upcoming building reconstruction studies. The identified usable areas for PV installation at this site are shown in the image below, marked by blue rectangles. The white boxes indicate the locations of the main electrical room at this site, which is where Meter 2 (the expected PV interconnection point) is located.

October 2017



In total, three usable sections were identified at this site. Section 1 is an area where City equipment and bulk materials are stored. Any new structure in this section would need to be rain-proof on the top level, with gutters and downspouts, and would be required to be 14-feet high at the minimum. Either a double-cantilever or a four-post structure could be designed for this area. Section 1 is subject to winter shading from an approximately 90-foot-tall communications tower to the south (see the shadow north east of Section 2 in image above). Sections 2 and 3 are in secured employee parking areas. Access will be coordinated.

Utilizing all three sections, this site has enough space to host a 201 kW-DC solar PV system that would produce approximately 309,600 kWh annually. The table below shows more detail about each section.

Section	Azimuth	Area (Sq. Ft.)	Size (kW DC)
1	280°	7,082	92
2	183°	1,984	27
3	183°	6,039	83
Total		15,105	201
Total System Production (kWh)			309,588
Recommended System size (kW)			201
Recommended System Output (kWh)			309,588

The meter location indicated on the preceding page is for Meter 2, the primary usage meter at the Corporation Yard. The Corporation Yard also hosts a second meter located elsewhere on the site. The City's desire is to use Aggregated Net Metering (NEMA) to offset energy usage at both electrical meters through a single PV system interconnected at Meter 2.

October 2017

Electrical Information

The voltage rating at the Meter 2 switchgear is single-phase, 120/240-V, and the rating of the switchgear is 600-Amp with a 400-Amp main breaker. There is no room within the electrical room for additional electrical equipment, but substantial space is available in nearby areas.

Staging Information

No additional staging areas will be provided other than the locations shown for solar installation. Area 1 may not be completely clear of material for carport installation.

SUN03: SMaRT Station

Site Overview

Site Address: 301 Carl Road, Sunnyvale, CA 94089

Utility Information

Provider: PG&E
Current Rate Schedule: E-19S
Annual Energy Usage: 1,605,227 kWh



Solar PV Potential

Type of PV System: Rooftop
Maximum System Size: 502 kW-DC
Maximum System Output: 768,893 kWh
Recommended System Size: 502 kW-DC
Recommended System Output: 768,893 kWh
Energy Offset: 48%

Issues: Planned switchgear upgrades/timeline; north-face building shade
Opportunities: Potential for battery storage; community environmental leadership

The SMaRT (Sunnyvale Materials Recovery and Transfer) Station building was constructed in 1993. According to a roof service life assessment report², provided by the City, the metal standing seam portion of the roof and majority of the mechanical equipment are original from 1993. The white box shows the location of the electrical switchgear at this site.

² “Sunnyvale Recycling Center Roof Service Life Assessment” report prepared by Gale Associates, Inc on 11 May, 2012



As shown, all sections available for PV development are on the rooftop. The City desires to keep as much solar development on the roof, and out of the parking lot and materials areas, as possible at this site. According to the original site drawings, the roof has a 1:12 pitch. The roof panels are 24 inches wide and have a 3-inch standing seam. A structural review will need to be conducted in order to verify that the roof is capable of supporting the additional weight of solar PV panels and associated racking. A photo of the Section 2 rooftop, looking northwest toward Section 1, is shown below.



A total of 502 kW-DC can be installed within the identified usable sections. Further details about each section can be seen in the following table.

Section	Azimuth	Area (Sq. Ft.)	Size (kW DC)
1	195°	3,200	24
2	195°	25,700	230
3	195°	28,600	248
Total		57,500	502
Total System Production (kWh)			768,893
Recommended System Size (kW)			502
Recommended System Output (kWh)			768,893

This site uses more than 1.6 million kWh annually, with monthly demand between 700 and 1000 kW. The switchgear replacement was scheduled and completed in 2016.

Electrical Information

The voltage at this site is 480/277V. The current main breaker and switchgear amperage ratings are 3000A. There is no room within the main electrical room for any additional PV-related electrical equipment, but space may be available adjacent to the switchgear enclosure for equipment. As noted above, this site is currently scheduled to undergo an electrical upgrade.

Staging Information

Staging area of 800 SF is available pending schedule and other Sunnyvale projects at the Northeast corner of the site. Staff recommends considering the adjacent Baylands Park for necessary staging.

Exhibit 6

Operations & Scheduling

3 Notices

All Schedules, Schedule changes, Scheduled Outages, Forced Outages, and planned outages are to be submitted to Buyer by email to the following persons:

City of Sunnyvale
Department of Public Works
Attn: Nasser Fakhri
650 West Olive Ave
Sunnyvale, CA 94089
Ph: 408-730-7617

3 Meters

3.1 Metering

Proposers shall install utility-grade revenue, electronic, bi-directional meter per this Agreement and Exhibit 13, Technical Specifications and Requirements. The meter must meet all CSI rebate requirements and Local Utility requirements.

Exhibit 7

Form of Attestation

FORM OF ATTESTATION Environmental Attribute Attestation and Bill of
Sale

Borrego Solar Systems, Inc. ("Seller") hereby sells, transfers and delivers to the City of Sunnyvale ("Buyer") the Environmental Attributes and Environmental Attributes Reporting Rights associated with the generation of the indicated energy for delivery to the grid (as such terms are defined in the Regional Power Purchase Agreement ("Agreement") dated [Date], between Buyer and Seller) arising from the generation for delivery to the grid of the energy by the Generating Facility described below:

Facility name and location:

Project Name:

EIA ID #:

CEC ID#:

ISO Meter ID#:

Fuel Type:

Capacity (MW):

Commercial Operation Date:

Dates	MWhs generated	Dates MWhs generated
-------	----------------	----------------------

In the amount of one Environmental Attribute for each megawatt hour generated; and Seller further attests, warrants and represents as follows:

1. To the best of its knowledge, the information provided herein is true and correct;
2. This transfer to Buyer is the one and only sale of the Environmental Attributes and associated Environmental Attributes Reporting Rights referenced herein;
3. The Facility generated and delivered to the grid the energy in the amount indicated as undifferentiated energy; and

(Check one)

_____ Seller owns the facility.

_____ To the best of Seller's knowledge, each of the Environmental Attributes associated with the generation of the indicated energy for delivery to the grid have been generated and sold by the Facility. This serves as a bill of sale, transferring from Seller to Buyer all of Seller's right, title and interest in and to the Environmental Attributes associated with the generation of the energy for delivery to the grid.

Contact Person: Name: _____ Phone: _____

WITNESS MY HAND,

Seller: By: Title:

Date:

Exhibit 8

Insurance Requirements

A. ENDORSEMENTS AND CONDITIONS APPLYING TO ALL PHASES INSURANCE

Without limiting the Seller's indemnification of the Buyer, the Seller shall provide and maintain at its own expense, during the term of this Agreement, or phase of this Agreement if coverage is phase-specific, or as may be further required herein, the following insurance coverage's and provisions:

1. **REDUCTION OR LIMIT OF OBLIGATION:** All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the Buyer. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Seller shall not reduce or limit Seller's contractual obligation to indemnify and defend the Indemnified Parties.

2. **EVIDENCE OF COVERAGE:** Before commencing operations under this Agreement, Seller shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to Buyer, evidencing that all required insurance coverage is in effect. The Buyer reserves the rights to require the Seller to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices.

The Seller shall not receive a Notice to Proceed with the work under this Agreement until it has obtained all insurance required and such insurance has been approved by the Buyer. This approval of insurance shall neither relieve nor decrease the liability of the Seller.

3. **DURATION OF COVERAGE:** All required insurance shall be maintained during the entire term of this Agreement or phase of this Agreement to which it applies. In addition, Insurance policies and coverage(s) written on a claims-made basis:

- Shall be maintained during the entire term of this Agreement or phase of this Agreement to which it applies and until 5 years following the letter of termination of this Agreement/Phase of this Agreement and acceptance of all work provided under this Agreement.
- The retroactive date must be before the execution date of the contract or the beginning of contract work.
- If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Seller must purchase extended reporting period coverage for a minimum of five (5) years after completion of work.

4. **ADDITIONAL INSURED:** All insurance required herein with the exception of Automobile Liability, Workers' Compensation, Employers Liability, and Professional liability shall be endorsed to name as

additional insured: Buyer or, City of Sunnyvale, the individual members thereof, and all Buyer's officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.

The additional insured condition described above shall apply to all public entities entering into this agreement, with the specific entity and its respective related parties substituted for the Buyer. In all cases, the additional insured endorsement shall be at least as broad as ISO Form CG 20 38 04 13.

All private property owners granting "Rights of Entry" for construction of the Work shall be covered as an additional insured under the same coverage as provided the Buyer as respects their ownership of the property and the work to be done thereon.

5. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with an A.M. Best Rating of no less than A: VII or equivalent shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the Buyer. Acceptance of Seller's insurance by Buyer shall not relieve or decrease the liability of Seller hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Seller.

6. SUBCONTRACTORS: Seller shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit 9. Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.

7. JOINT VENTURES: If Seller is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods:

- Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies.
- Coverage shall be at least as broad as in the ISO Forms named above. Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured.

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

The Buyer acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self insurance on the part of the Seller. However, this shall not in any way limit liabilities assumed by the Seller under this Agreement. Any self insurance shall be approved in writing by the Buyer upon satisfactory evidence of financial capacity. Seller's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

The Buyer acknowledges that some insurance requirements contained in this Agreement may be fulfilled by a combination of primary and excess liability policies. However, this shall not in any way limit liabilities

assumed by the Seller under this Agreement.

The Buyer reserves the right to withhold payments to the Seller in the event of material noncompliance with the insurance requirements outlined below.

B. DESIGN PHASE INSURANCE REQUIREMENTS

Insurance required during the design phase will include:

1. Commercial General Liability Insurance for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence: \$2,000,000
- b. General aggregate: \$2,000,000
- c. Personal Injury: \$2,000,000

2. General liability coverage shall include:

- a. Premises and Operations
- b. Personal Injury liability
- c. Severability of interest

3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the Buyer:

The additional insured requirement described above applies to each Agreement, with the specific entity and its respective related parties substituted for the City of Sunnyvale. In all cases, the additional insured endorsement shall be at least as broad as ISO Form CG 20 38 04 13.

4. Automobile Liability Insurance

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

5. Workers' Compensation and Employer's Liability Insurance

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

6. Professional Errors and Omissions Liability Insurance

- a. Coverage shall be in an amount of not less than two million dollars (\$2,000,000) per occurrence/aggregate.

- b. If coverage contains a deductible or self-retention, it shall not be greater than one hundred fifty thousand dollars (\$150,000) per claim /event.
- c. Coverage as required herein shall be maintained for a minimum of three years following termination or completion of this Agreement.

7. CLAIMS MADE COVERAGE

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

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

C. CONSTRUCTION PHASE INSURANCE REQUIREMENTS

The following limits shall apply In the event that a single bidder is awarded multiple bid packets with simultaneous construction periods, the Buyer reserves the right to increase insurance limits after bid award but prior to commencement of construction to reflect the higher exposure.

1. Commercial General Liability Insurance for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence: \$2,000,000
- b. General aggregate: \$4,000,000
- c. Products/Completed Operations aggregate **: \$4,000,000
- d. Personal Injury: \$2,000,000

A minimum of 50% of each of the aggregate limits must remain available at all times unless coverage is project specific.

2. General liability coverage shall include:

- a. Premises and Operations
- b. **Products/Completed Operations with limits of four million dollars (\$4,000,000) per aggregate to be maintained for three (3) years following acceptance of the work by the Buyer.
- c. Contractual Liability expressly including tort liability assumed under this Agreement. If the Seller is working within fifty (50) feet of a railroad or light rail operation, any exclusion as to performance of operations within the vicinity of any railroad bridge, trestle, track, roadbed, tunnel, underpass or crossway shall be deleted, or a railroad protective policy provided.

- d. Personal Injury liability
 - e. Independent Contractor's Protective liability
 - f. Severability of interest
 - g. Explosion, Collapse, and Underground Hazards (X, C and U)
 - h. Broad Form Property Damage liability
3. General liability coverage shall not be endorsed to exclude the following:
- a. Contractual Liability Endorsement: Insurance afforded by this policy shall apply to tort liability assumed by the insured under written contract with the Buyer.
 - b. X C & U (Explosion, Collapse and Underground) Endorsement: Insurance afforded by this policy shall provide X, C and U Hazards coverage.
4. Automobile Liability Insurance

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

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

The property installation floater shall insure project material and equipment intended to become a part of the installation against risks of direct physical loss while in transit, in temporary storage, and while at the installation site. The coverage shall be in the amount of the value of the completed project.

D. OPERATIONS AND MAINTENANCE PHASE INSURANCE REQUIREMENTS

Without limiting the Seller's indemnification of the Buyer, Seller, shall at its own expense, provide and maintain the following insurance coverage in full force and effect after the Commercial Operation Date:

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence: \$2,000,000
- b. General aggregate: \$,000,000 c.
- Personal Injury: \$2,000,000

2. General liability coverage shall include:

- Premises and Operations
- Personal Injury liability
- Severability of interest

3. Automobile Liability Insurance

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

4. Workers' Compensation and Employer's Liability Insurance

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

Exhibit 9

Utilization of Local Workforce in Construction Projects

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

Contractor	Projected Number of Locally Hired Workers____N/A____ Projected Percent of Locally Hired Workers____N/A__%
Subcontractor(s)	Projected Number of Locally Hired Workers____2____ Projected Percent of Locally Hired Workers____10____%

Exhibit 10

Performance Bond

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the City of Sunnyvale ("City") has awarded to Borrego Solar Systems, Inc. as principal ("Contractor"), a contract for the public work described as follows:

The project entitled "Solar Installation on City Facilities, Project No. UY-15-05" pursuant to the award made to said Principal by the Council of the City of Sunnyvale to do and perform the following work, to wit: furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete in a good and workmanlike manner, the work to furnish, install, all elements necessary to provide complete, fully operational, facility-integrated, photovoltaic (PV) systems that maximize the amount of energy delivered at the City facilities, while protecting the operations and facilities, including but not limited to; planning, design, engineering, labor, services, materials, taxes, delivery, installation, construction, metering and monitoring (including kW, kWh, solar insolation, ambient temperature, and wind speed), PG&E Interconnection & Net-Metering, acquiring CSI incentive, commissioning, operation and maintenance, and public solar kiosk and display, as called for, and in the manner designated in, and in strict conformity with, the Plans and Specifications (the "work").

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

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

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

THE CONDITION of the obligation is such:

That if the Contractor, (or the Contractor's heirs, executors, administrators, successors or assigns) shall in all respects abide by, and well and truly keep and perform all of the covenants, conditions and agreements in the contract (and any alteration made as provided in the contract) at the time and in the manner specified and in all respects according to their true intent and meaning; and if the contractor shall indemnify and save harmless the City, its officers, employees and agents, as stipulated in the contract, then this obligation shall become and be null and void; otherwise this obligation shall be and remain in full force and effect.

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

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

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

SURETY {Name}:

CONTRACTOR {Name}:

{Address of Principal Place of Business}

{Address}

Telephone No.: _____

By: _____

Facsimile No.: _____

(Name: print or type)

By: _____

Title: _____

Attorney in Fact

By: _____

(Name: print or type)

Title: _____

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

Exhibit 11

Detailed Scope of Work

Scope of Work – Solar Support Structure + Roof Mount System**1. System Description**

Site Address: SMaRT Station
301 Carl Road, Sunnyvale, CA 94089

Corporation yard
221 Commercial Street, Sunnyvale, CA 94085

System Rating: 632.94 kW DC array nameplate
Design Variant: 5/30/2019

Major Equipment:

The equipment and quantities indicated below are preliminary and subject to change as part of design and engineering. Substitutions of specific components shall be allowed, subject to Customer approval, which shall not be unreasonably conditioned, delayed, or withheld.

	<i>SMaRT</i>	<i>Corp Yard</i>	
<u>Item</u>	<u>Qty</u>	<u>Qty</u>	<u>Description</u>
Solar Modules	1260	384	LG 395W modules or equal
Inverters	6	2	SunGrow 66kW inverters or equal
Racking / Support		2	Double cantilever and/or single cantilever structures per the Pre-sales Design layout
Racking / Support	1262		Ironridge flush mount racking or equal
Monitoring		2	AlsoEnergy Data Acquisition System (DAS) with: Qty (2) Revenue grade meter Qty (2) Weather station Qty (2) Cellular Modem Qty (5) year performance monitoring contract Qty (5) year cellular data plan
Training		1	Onsite training session
Documentation		1	User Manual in electronic format
LED Lighting			Oracle OVR Series or Equal

2. Design/Builder Scope of Work

Design/Builder shall furnish to Customer the labor, equipment, material, permits and services set forth in this Agreement to complete the design, engineering, construction, commissioning and interconnection for a solar photovoltaic system to be constructed at the Customer's Site.

The Work shall include:

1. Design and engineering per the Codes currently in force as of the Effective Date with the local Authority Having Jurisdiction (AHJ).
 - a. Site discovery
 - b. 50% design development drawings for Customer review
 - c. Construction drawings provided for Customer review and approval
 - d. Construction drawings to submit for permitting
 - e. Record drawings provided at the conclusion of the project
2. Building and electrical permits and inspections required by the local AHJ for the construction of the PV system.
3. Interconnection application and approval by the local Utility. The costs for interconnection study and utility work are included assuming NEM2.0 Fast Track study process (or equivalent) through Supplemental Review only.
4. Procurement and delivery of the System materials to the job site.
5. Installation of the System and connection to the Customer's electrical distribution system.
6. Commissioning and testing per Borrego's procedures.
7. Painting of exterior exposed conduits if attached to a building.

3. Assumptions

The Contract Price and Schedule are based on the following assumptions. If any changes to the assumptions are required, then the Contract Price and Schedule shall be adjusted by an equitable Change Order.

A. General

1. The electrical interconnection shall be 480V line side at SMaRT Station located at main switch gear located in parking lot ("the Point of Common Coupling").
2. The electrical interconnection shall be 208V line side at Corp Yard located at buildings main switch gear ("the Point of Common Coupling").
3. The new PV system shall be the only generation and/or energy storage on the Customer's site that operates in parallel with the local Utility.
4. The proposed equipment locations are acceptable to the Customer.
5. The following shall be allowed per the applicable Codes and Borrego Solar's engineering practices:
 1. USE-2 or PV Wire conductors in free air in array source circuits
 2. Schedule 40 PVC below grade
 3. Electrical metallic tubing conduit (EMT), including in outdoor locations where not subject to physical damage
 4. Liquid tight flexible metal conduit (LFMC)
 5. Aluminum conductors

6. Aluminum windings and bus bars
6. Trenching assumptions:
 1. Depth shall be 4 feet or less
 2. Native backfill shall be allowed
 3. If trenching is required through asphalt/concrete, a maximum of 4" depth of asphalt/concrete is assumed.
 4. No T-cut requirements for asphalt/concrete patchback
 5. No underground obstructions or hidden conditions
 6. Customer acknowledges that Contractor may temporarily block off portions of the parking lot / sidewalk / building access to complete trench work.
7. AHJ permit costs shall not exceed 1.5% of the contract price. Schedule assumes the following.
 1. All AHJ permits shall be issued within 20 business days of Contractor's submittal.
8. Clear and free access to all array and equipment locations.
9. One time mobilization to site for construction, to be done in a single phase.
10. All labor is assumed to be during regular business hours, except for interconnection work, which may be required outside of regular business hours. Any other work done outside of normal business hours shall be at extra cost, and Contractor shall be entitled to a change order.
11. Labor rates are based on local prevailing wage rates but exclude collective bargaining agreements, etc.
12. Utility power shutdowns will likely be required for design investigation and for system installation. Contractor and Customer will coordinate on shutdowns to minimize impacts to facility operations.
13. Payment and performance bonding is excluded.
14. Builder's Risk insurance is excluded.
15. Sales Tax on materials is included.

B. Solar Support Structure

1. Inverters and electrical equipment may be mounted on support structure columns or as otherwise indicated in Borrego's proposal.
2. Subsurface conditions allow for construction of the system per the pre-sales design.
3. A minimum six week lead for steel mill run.
4. All conduits are assumed to be installed within concrete footings and above-grade abutments (when included).
5. LED Lighting
 1. New lighting to be installed under canopy, only.
 2. New lighting will utilize existing lighting circuits. No modifications or upgrades to the existing lighting or controls is included.
 3. Lighting fixtures to be individually controlled for dimming and motion-sensitivity, as required for California Title 24 compliance.
 4. Fixtures to be removed will be poles and pedestals, to six inches below grade.
6. Solar Support Structure description
 1. Maximum 27' spacing between support columns assumed for all structures.
 2. Maximum 7° tilt for all structures.
 3. Minimum 9' clear height for all structures. In some cases the canopy will need

- to follow slope in order to achieve maximum clear height.
4. Foundations assumed to be 30" diameter and maximum 12' depth below grade, subject to change pending final structural and geotechnical analysis.
 4. Concrete abutments at each column base are included, unpainted spiral-form concrete 30" diameter and 30" above grade.
 5. Major structural steel (columns and beams) will be painted per supplier's standard colors.
 6. Purlins and other light gauge steel shall be G90 galvanized.
 7. Canopy provides shading only and is not weather-tight.
 7. Existing parking lot striping and turning radii are assumed to be compliant with local Fire Codes. Fire truck access is assumed to be required only for main access aisle ways to building(s), not between individual parking rows. It is assumed that solar canopies will not span or in any way cover a known fire lane.
 8. All structures will be designed to Importance Factor 2.

C. Roof Mount

1. Inverters and electrical equipment can be mounted on the roof, or as otherwise indicated in Borrego's proposal. Inverters can be mounted within 10' of the array to meet rapid shut-down requirements.
2. The existing roof structure is adequate to support the solar array and associated equipment. A roof live load of 0 pounds per square foot is assumed in the array areas.
3. The existing roof deck / membrane is weather-tight and in good condition.
4. Outdoor electrical conduits shall be permitted on the exterior of the building. Routing will be reviewed with the Customer prior to installation.
5. Customer acknowledges that Contractor is not responsible for pre-existing roof conditions.
6. Customer shall be responsible for compliance with any roof warranties and manufacturer requirements, including any required roof work, repairs or modifications.

4. Exclusions

The following items and any related items are not included as part of the Work. If any of these items are required, whether by the Customer, local AHJ, local Utility or other party, then the Contract Price and Schedule shall be adjusted by an equitable Change Order.

A. General

1. Upgrades or repairs to any existing switchgear, panelboards, or any other part of the Customer's electrical system.
2. Utility infrastructure upgrades or repairs, should they be required.
3. Interconnection applications approval, upgrades or equipment for any other generation source, current or planned.
4. Any equipment, materials or requirements resulting from changes in the applicable Codes, standards or regulations after the commencement date of this Agreement
5. Groundwater, caving or shoring, contaminated soils, rocky or "hard dig" conditions that would affect construction tasks like drilling, digging, road building, concrete work, trenching, and/or directional boring.
6. Any required over-excavation or export due to unsuitable soils and any imported fill as a

result.

7. Concrete encasement of conduits or underground duct banks.
8. Tree/vegetation trimming, tree removal, landscaping, irrigation, ground cover, soil stabilization, reseeding or replanting, except as included above.
9. Permanent roads, access points, fencing, equipment screens, or other site improvements unless otherwise called out in Borrego's proposal.
10. Removal or remediation of asbestos, lead or any hazardous material.
11. Badging, screening, testing or background checks for laborers.
12. Zoning, special use, conditional use or other permits are excluded. Permitting or approvals for work performed previously or by other contractors are excluded.
13. Heavy equipment may be used during construction and may leave tire marks on finish surfaces. Contractor will make reasonable efforts to minimize marking or damage to these surfaces but there may be some marks or cracks. Slurry/seal coating and painting of the hardscape for aesthetic reasons are excluded from this work.
14. Notwithstanding anything to the contrary contained herein, Contractor shall be responsible for repairing any material damage to site and existing finishes resulting from Contractor's work on site. Existing pavement areas are assumed to be structurally adequate to support heavy construction equipment, and repair of any damage sustained as a result of insufficient structural capacity of pavement areas is excluded.
15. Hard line connection to existing facility LAN for Data acquisition system.
16. Materials, services, or equipment beyond the requirements of the current Electrical, building and fire Code enforced by the local AHJ.
17. Glare studies.
18. Any spare parts or equipment, except as included above.
19. Any tamper-resistant equipment, except as included above.
20. Any future or new tariffs on solar equipment.
21. All other items not specifically stated as being included.

B. Solar Support Structure

1. Security cameras.
2. The Contractor shall be responsible for all Americans with Disabilities Act (ADA) compliance issues under the footprint of the PV array canopies, but not path of travel access issues that fall outside of the canopy footprint and need to be modified/repaired/upgraded to meet current code requirements.
3. Fire suppression system, including fire detection and alarms, new or upgraded fire hydrants, fire retardant paint or sprinklers.
4. New wheel stops, drive aisle bollards or low clearance signage for array protection. Repairs to previously damaged existing wheel stops are also excluded.
5. Parking lot re-striping.
6. Rapid shutdown functionality.

C. Roof Mount

1. Structural repairs or reinforcement to the existing roof or building.
2. Rooftop penetrations or other roof work required prior to installation.
3. Special requirements by the roofing manufacturer or roofing subcontractor, including slipsheets, walkpads, roof jacks, stanchions, etc.

5. Customer Provided Equipment, Materials, Permits, Services and Other Items

The Customer agrees to provide the following:

1. Accurate as-built electrical and structural drawings of the facility. If not provided, Contractor shall be allowed a Change Order for any electrical and structural investigation or evaluation required for the design.
2. Customer shall assist Contractor in locating existing irrigation lines in area of work. Small irrigation lines typically cannot be located with underground locating devices, and unless locations are provided they would be considered an unforeseen condition.
3. Customer shall cooperate and provide design comments and responses to Contractor's requests for information within fifteen (15) business days to provide any information necessary for the design, permitting, construction and approvals for the project.
4. Customer shall allow Contractor reasonable use of Customer's utilities (electric and water) while on job site.
- 5.
6. Adequate on-site parking for Contractor and installation crews for the duration of the project.
7. Adequate laydown and storage space on site for the duration of the project.
8. Cellular and DAS data plans renewal after prepaid terms.

Exhibit 12

Project Site Milestones

PROJECT MILESTONE	EXPECTED MILESTONE DATE
Notice to Proceed	9/27/19
Mechanical Completion	5/5/20
Substantial Completion	6/16/20
Expected Commercial Operation Date	7/2/20
Final Completion	9/15/20

Exhibit 13

General Provisions, Special Provisions, and Technical Specifications

Technical Specifications – Table of Contents

1. <u>TECHNICAL REQUIREMENTS</u>	TS-112
1.1 General Considerations	TS-3
1.2 Electrical Design Standards	TS-112
1.3 Modules	TS-113
1.4 Inverters	TS-113
1.5 Electrical Balance of System Components	TS-114
1.6 Mounting Systems	TS-115
1.7 Corrosion Control	TS-115
1.8 Roofing Requirements	TS-116
1.9 Shade Structure Requirements	TS-117
1.10 Ancillary Equipment Enclosures	TS-117
1.11 Placards and Signage	TS-117
1.12 Infrastructure for Ground Mount Systems	TS-117
1.13 Lightning and Surge Protection	TS-118
1.14 Short Circuit Coordination	TS-118
1.15 Wiring and Cabling Runs	TS-118
1.16 Grounding and Bonding	TS-119
1.17 System Security Requirements	TS-119
1.18 Shade Structure Lighting	TS-120
1.19 Monitoring System, DAS, and Reporting	TS-120
1.20 FAA Requirements	TS-122
1.21 Interconnection	TS-122
1.22 Production Modeling	TS-122
1.23 Shading	TS-122
2. <u>WARRANTIES</u>	TS-122
3. <u>PROCUREMENT/CONSTRUCTION</u>	TS-123

<u>3.1 Scope of Supply</u>	TS-123
<u>3.2 Materials and Equipment</u>	TS-123
<u>3.3 Line Location</u>	TS-124
<u>3.4 Quality Assurance and Quality Control</u>	TS-124
<u>3.5 Removal and Remediation</u>	TS-125
<u>4. TESTING</u>	TS-125
<u>4.1 Acceptance Testing</u>	TS-125
<u>4.2 System Startup</u>	TS-126
<u>4.3 Proving Period (30 Days)</u>	TS-126
<u>4.4 Close-Out Documentation Requirements</u>	TS-128
<u>5. OPERATIONS AND MAINTENANCE</u>	TS-128
<u>5.1 Preventative Maintenance</u>	TS-129
<u>5.2 Troubleshooting, Inspection and Additional Repairs</u>	TS-130
<u>5.3 Customer Service Support</u>	TS-130
<u>5.4 Major Component Maintenance and Repair</u>	TS-130
<u>5.5 Other Systems Service</u>	TS-131
<u>6. PRODUCTION GUARANTEE</u>	TS-131
<u>7. TRAINING</u>	TS-132

THROUGHOUT THIS DOCUMENT THE TERM CONTRACTOR SHALL MEAN SELLER UNDER A PPA FINANCING OR INSTALLER UNDER A DIRECT PURCHASE AGREEMENT.

1. TECHNICAL REQUIREMENTS

1.1 General Considerations

All documentation and components furnished by Contractor shall be developed, designed, and/or fabricated using high quality design, materials, and workmanship meeting the requirements of the City and all applicable industry codes and standards. Reference is made in these specifications to various standards under which the Work is to be performed or tested. The installations shall comply with at least, but not limited to, the latest approved versions of the International Building Code (IBC), National Electrical Code (NEC), Pacific Gas and Electric (PG&E) Interconnection Requirements, California Building Code (CBC) and all other federal, state, and local jurisdictions having authority.

1.2 Electrical Design Standards

The design, products, and installation shall comply with at least, but not limited to, the following electrical industry standards, wherever applicable:

- Electronic Industries Association (EIA) Standard 569
- Illumination Engineering Society of North America (IESNA) Lighting Standards
- Institute of Electrical and Electronics Engineers (IEEE) Standards
- National Electrical Manufacturers Association (NEMA)
- National Electric Code (NEC)
- Insulated Power Cable Engineers Association (IPCEA)
- Certified Ballast Manufacturers Association (CBMA)
- Underwriters Laboratories, Inc. (UL)
- National Fire Protection Association (NFPA)
- Pacific Gas and Electric Utility Requirements
- American National Standards Institute (ANSI)
- Occupational Health and Safety Administration (OSHA)
- American Disabilities Act (ADA)
- American Society for Testing and Materials (ASTM)
- National Electrical Contractors Association (NECA)

- National Electrical Testing Association (NETA)
- International Building Code (IBC)
- California Building Code (CBC)
- All other Authorities Having Jurisdiction

1.3 Modules

In addition to the above, the PV modules proposed by Contractor shall comply with at least, but not limited to, the following:

- IEEE 1262 “Recommended Practice for Qualifications of Photovoltaic Modules”.
- System modules shall be UL1703 listed.
- Modules shall be new, undamaged, fully warranted without defect.
- Modules shall comply with the State of California SB1 Guidelines for Eligibility, listed at: http://www.gosolarcalifornia.org/equipment/pv_modules.php
- Modules shall have minimum maintenance requirements and high reliability, have a minimum 25-year design life, and be designed for normal, unattended operation.
- Bolted and similar connections shall be non-corrosive.
- If PV modules using hazardous materials are to be provided, then the environmental impact of the hazardous material usage must be disclosed, including any special maintenance requirements and proper disposal/recycling of the modules at the end of their useful life.

1.4 Inverters

In addition to the above, inverters proposed by Contractor must comply with at least, but not limited to the following:

- Inverters shall be suitable for grid interconnection and shall be compliant with all PG&E interconnection requirements.
- Inverters shall comply with the State of California SB1 Guidelines for Eligibility, listed at: <http://www.gosolarcalifornia.org/equipment/inverters.php>
- IEEE 929-2000 – “Recommended Practice for Utility Interface of Photovoltaic Systems”.
- Inverters must automatically reset and resume normal operation after a power limiting operation.

- The inverter shall be capable of continuous operation into a system with voltage variation of plus or minus 10% of nominal. The inverter shall operate in an ambient temperature range of -20°C to +50°C.
- Inverters shall include all necessary self-protective features and self-diagnostic features to protect the inverter from damage (in the event of component failure or from parameters beyond normal operating range due to internal or external causes). The self-protective features shall not allow the inverters to be operated in a manner which may be unsafe or damaging.
- Inverters shall be true sine wave high frequency PWM with galvanic isolation.
- Inverters shall be sized to provide maximum power point tracking for voltage and current range expected from PV array for temperatures and solar insolation conditions expected for Project conditions.
- Inverters shall be capable of adjusting to "sun splash" from all possible combinations of cloud fringe effects without interruption of electrical production.
-
- Inverters shall be UL 1741 and IEEE 1547 compliant.
- Inverters shall have a THD < 5%.
- Enclosures shall be rated NEMA 3R when the inverter is located outdoors.
- Power factor shall be 0.99 or higher.
- Inverter selection shall take into account anticipated noise levels produced and minimize interference with City activities.
- Inverters shall have a minimum efficiency, based on the device's power rating, of 96%.

1.5 Electrical Balance of System Components

- Each proposed PV system shall include, at a minimum, one (1) DC disconnect and one (1) AC disconnect for safety and maintenance concerns.
- String combiner boxes must include properly-sized fusing, and all metal equipment and components must be bonded and grounded as required by NEC.
- String combiner boxes shall be load-break, disconnecting types, such that opening the combiner boxes shall break the circuit between combiner box feeders and inverters.
- All system wiring and conduit must comply with NEC stipulations, and all indoor and outdoor wiring, outdoor-rated or otherwise, must be enclosed in PVC, LMF, EMT or RIGID conduit or covered raceway, except adjacent panel connections.

- All wiring materials and methods must adhere to industry-standard best practices, and all inter-module connections must require the use of a specialized tool for disconnecting.

1.6 Mounting Systems

The mounting systems shall be designed and installed such that the PV modules may be fixed or tracking with reliable components proven in similar projects, and shall be designed to resist dead load, live load, corrosion, UV degradation, wind loads, and seismic loads appropriate to the geographic area over the expected 25-year lifetime. The Contractor's design shall sufficiently respond to the design requirements imposed by Federal, State, and local jurisdictions in effect at the time of Agreement execution and any pending code decisions affecting the design shall be identified during Schematic Design. Contractor shall conduct an analysis, and submit evidence thereof, including calculations, of each structure affected by the performance of the scope described herein, and all attachments and amendments. The analysis shall demonstrate that existing structures are not compromised or adversely impacted by the installation of PV, equipment, or other activity related to this scope. Mounting systems must also meet the following requirements at a minimum:

- All structural components, including array structures, shall be designed in a manner commensurate with attaining a minimum 25-year design life. Particular attention shall be given to the prevention of corrosion at the connections between dissimilar metals.
- Thermal loads caused by fluctuations of component and ambient temperatures shall be accounted for in the design and selection of mounting systems such that neither the mounting system nor the surface on which it is mounted shall degrade or be damaged over time.
- Each PV module mounting system must (1) not void the module warranty, and (2) conform to the module manufacturer's mounting parameters.
- Final coating and paint colors shall be reviewed and approved by the City during Design Review. Coating shall be selected from standard available options provided by Borrego.
- Painting or other coatings must not interfere with the grounding and bonding of the array.

1.7 Corrosion Control

In addition to the above, Corrosion Control proposed by Contractor must comply with at least, but not limited to the following requirements:

- Fasteners and hardware throughout system shall be stainless steel or material of equivalent corrosion resistance
- Racking components shall be anodized aluminum, hot-dipped galvanized steel, or material of equivalent corrosion resistance
- Unprotected steel not to be used in any components

- Each PV system and associated components must be designed and selected to withstand the environmental conditions of the site (e.g., temperatures, winds, rain, flooding, etc.) to which they will be exposed.

1.8 Roofing Requirements

The installation of PV modules, inverters and other equipment shall provide adequate room for access and maintenance of existing equipment on the building roofs. A minimum of three (3) feet of clearance will be provided between PV equipment and existing mechanical equipment and other equipment mounted on the roof. A minimum of four feet of clearance shall be provided between PV equipment and the edge of the roof. Clearance guidelines of the local fire marshal shall be followed. The installation of solar or thermal systems will be reviewed for code compliance and adherence to the *State Fire Marshal Solar Photovoltaic Installation Guideline*. The PV equipment shall not be installed in a way that obstructs air flow into or out of building systems or equipment.

Proposed roof top mounted systems may be ballasted, standing seam attachment, or penetrating systems and must meet or exceed the following requirements:

- Systems shall not exceed the ability of the existing structure to support the entire solar system and withstand increased wind uplift and seismic loads. The capability of the existing structure to support proposed solar systems shall be verified by Contractor prior to design approval.
- Roof penetrations, if part of the mounting solution, shall be kept to a minimum.
- Contractor shall perform all work so that existing roof warranties shall not be voided, reduced, or otherwise negatively impacted.
- No work shall compromise roof drainage, cause damming or standing water or cause excessive soil build-up.
- All materials and/or sealants must be chemically compatible.
- Thermal movement that causes scuffing to the roof must be mitigated as part of the mounting solution.
- All penetrations shall be waterproofed.
- Detail(s) for the sealing of any roof penetrations shall be approved in writing to the City, as well as the manufacturer of the existing roofing system, as part of system design review and approval – prior to Contractor proceeding with work. The City will make available the roofing manufacturer for each building for consultation with Contractor as part of the design process.
- All roofing penetrations and waterproofing shall be performed or overseen by a licensed roofing contractor who is certified by the roofing materials manufacturer for the specific materials or systems comprising each roof upon which a solar system will be installed. The roofing contractor shall also be safety prequalified by the City.

- All the design submittals relating to the sealing of any roof penetrations will be approved by the roofing contractor.
- Any damage to roofing material during installation of solar systems caused by the Contractor must be remedied by Contractor.
- The installation of PV modules, inverters and other equipment on building roofs will be designed to minimize visibility of the equipment from the ground.

1.9 Shade Structure Requirements

Contractor will be responsible for incorporating the following elements in the design and construction of the System:

- Minimum height: all shade structures shall be designed to have a minimum clear height of ten (10) feet, unless specified in a Site's Specification Sheet to be taller to accommodate larger vehicles at the site.
- All shade structures shall be installed with a fascia surrounding the exposed edge of the structure's purlins.
- Shade structures located in parking lots shall have a concrete bollards installed on support posts. The bollards shall extend up to a minimum elevation of thirty (30) inches above finished grade. This requirement may be waived at the City's sole discretion.
- Shade structure columns, beams, and fascia shall be painted to match site colors or to a color of the City's approval.

1.10 Ancillary Equipment Enclosures

Contractor will be responsible for incorporating the following elements in the design and construction of the System:

- Location: all ancillary equipment shall be located in a manner that minimizes its impact to normal City operations and minimizes the visual impacts to the site.

1.11 Placards and Signage

- Placards and signs shall correspond with requirements in the National Electric Code and the interconnecting utility in terms of appearance, wording, and placement.
- Permanent labels shall be affixed to all electrical enclosures, with nomenclature matching that found in As-Built Electrical Documents.

1.12 Removed

-

1.13 N/A

-

1.14 Short Circuit Coordination

- As part of their design submittals, Contractor shall identify overcurrent protective devices installed on the project (AC/DC fuses and AC/DC circuit breakers). Design submittals shall include calculations for the devices installed as part of the PV project.

1.15 Wiring and Cabling Runs

- Contractor shall install all AC conductors in conduit.
- Direct burial wire will not be acceptable. Conduit buried underground shall be suitable for the application and compliant with all applicable codes. PVC shall be constructed of a virgin homopolymer PVC compound and be manufactured according to NEMA and UL specifications. All PVC conduit feeders shall contain a grounding conductor sized per NEC requirements and continuity shall be maintained throughout conduit runs and pullboxes. Minimum conduit size shall be $\frac{3}{4}$ ". A tracing/caution tape must be installed in the trench over all buried conduit.
- Conduit installed using horizontal directional boring (HDB), shall include tracer tape or traceable conduit. The minimum depth of the conduit shall be per NEC in force as of the Effective Date. The Contractor is responsible for demonstrating that all conduits installed utilizing horizontal boring meets the minimum depth requirement and is solely responsible for any remediation costs and schedule impacts if the specification is not met. The HDB contractor must provide documentation of final depth and routes of all conduit installed in horizontal bores.
- Conduit installed on building roofs shall not be installed near roof edges or parapets to reduce visibility. Any conduit penetrations through roof surfaces shall not be made within five (5) feet of the roof edge to reduce visibility. If conduit is installed on the exterior face of any building, it shall be painted to match the existing building color. In all cases, the visible impact of conduit runs shall be minimized and the design and placement of conduit shall be reviewed and approved by the City as part of Design Review.
- Electro-metallic tubing (EMT) shall be used in indoor, above grade locations and where conduit needs to be protected from damage. EMT shall not be installed underground or embedded in concrete. EMT shall be cold-rolled zinc coated steel and be manufactured to UL and ANSI standards. Fittings shall be watertight and malleable gripping ring compression type. Pressure cast material for nuts of compression ring type fittings and set-screw type connections are not acceptable. EMT to be allowed on solar support structures above 8 feet.

- All conduits, boxes, enclosures, etc. shall be secured per NEC 690 requirements.
- All conductors shall be insulated, rated for 600V, minimum. DC conductors shall be PV Wire or USE-2 600V UL Listed Sunlight resistant wire.
- All items shall be U.L. listed or equivalent.
- All spare conduits shall be cleaned and provided with a pullwire.
- All feeders and branch circuits shall be sized to minimize voltage drop and losses and shall be in compliance with NEC requirements.
- Contractor shall furnish, install, and connect combiners and recombiners as necessary to complete the System. Enclosures for combiners and recombiners shall be NEMA 3R rated or higher.
- All systems, conduit, boxes, components, etc. shall be grounded and bonded per NEC requirements and in accordance with Section 3.5.16.
- All exposed conduit runs over 100-feet in length or passing over building connection points shall have expansion joints to allow for thermal expansion and building shift.
- Contractor will be responsible for locating, identifying and protecting existing underground utilities conduits, piping, substructures, etc. and ensuring that no damage is inflicted upon existing infrastructure. Should damage occur to these existing installations, the costs of repair shall be at the Seller's expense and made to the Buyer's satisfaction, unless these installations did not appear in underground surveys or potholing.
- Design Builder shall install and secure the exposed string cable homeruns along the beams or structure where the combiner box is installed.
- All exposed string wiring must be installed above the lower surface of the structural purlins and beams. Wire loops under framing members are not acceptable.
- Acceptable wire loss in DC circuits is < 3% and acceptable wire loss in AC circuits is < 3% as well.

1.16 Grounding and Bonding

- Module ground wiring splices shall be made with irreversible crimp connectors.
- All exposed ground wiring must be routed above the lower surface of any structural framing.
- For shade structure installations, grounding electrode conductors shall be bonded to structure columns either just below grade or below the top surface of concrete bollards.

1.17 N/A

-

1.18 Shade Structure Lighting

- Installation of shade structure PV systems in all locations shall include the installation of new high efficiency lighting. Installation of shade structure PV systems shall include the removal of existing security light poles and pedestals, to six inches below grade.
- Lighting shall be LED lighting or other similar energy efficient lighting system.
- New parking lot fixtures shall be installed to provide parking lot illumination compliant with IESNA requirements or recommendations for illumination and safety.
- Minimum horizontal illuminance shall be maintained per Code.
- The new lighting is required to illuminate the entire parking area and adjacent pedestrian walkways affected by the removal of existing lights, not just the area under the PV modules.
- A photometric illumination plot must be submitted for each parking lot showing proposed new SSS canopy lighting.
- Submit California Title 24 Outdoor Lighting calculations with all lighting drawings and show evidence of compliance.

Photocell controls shall be used in conjunction with a lighting control system for all exterior lighting and energize lighting when ambient lighting levels fall below two (2) foot-candles measured horizontally at ground level. Lighting shall also be required to operate manually without regards to photocell input. Replacement parking lot lighting shall be served from an existing parking lot lighting circuit and any existing circuits and existing control function shall be maintained, or if replaced, done so at the approval of the City.

1.19 Monitoring System, DAS, and Reporting

Contractor shall design, build, activate and ensure proper functioning of Data Acquisition Systems (DAS) that enable the City to track the performance of the PV Systems as well as environmental conditions through an online web-enabled graphical user interface and information displays. Contractor shall provide equipment to connect the DAS via Ethernet cable, existing Wi-Fi network or cellular data network at all locations. The means of data connection will be determined during design. The City will pay for the cost of cellular data service if needed, but not for the modem or other equipment needed to connect to the cellular network.

The DAS(s) shall provide access to at least the following data:

- Instantaneous AC system output (kW)
- PV System production (kWh) over pre-defined intervals that may be user configured

- AC and DC voltage
- In-plane irradiance
- Ambient and back-of-cell temperature (at least two (2) sensors for each, at different positions in the array)
- Inverter status flags and general system status information
- System availability
-

Environmental data (temperatures and irradiance) shall be collected via an individual weather station installed for each site

Data collected by the DAS shall be presented in an online web interface, accessible from any computer through the Internet with appropriate security (e.g., password controlled access). The user interface shall allow visualization of the data at least in the following increments: 15 minutes, hour, day, week, month, and year. The interface shall access data recorded in a server that may be stored on-site or remotely with unfettered access by the City for the life of the Project. The online interface shall enable users to export all available data in Excel or ASCII comma-separated format for further analysis and data shall be downloadable in at least 15 minute intervals for daily, weekly, monthly and annual production. Historical data from the full lifetime of the PV system shall be available through the online interface.

The Monitoring system shall enable City staff to diagnose potential problems and perform remediating action. The monitoring system shall provide alerts when the system is not functioning within acceptable operating parameters. These parameters shall be defined during the design phase of the Project and specified in the DAS design document. At a minimum, City shall have the ability to compare irradiance to simultaneous power production measurements through linear regression analysis.

Additionally, Contractor shall make available, at no additional cost, the following reports for a term of five (5) years after Final Completion of the project:

- Monthly Production report shall be available online to the City personnel.
- System performance data shall be made available electronically to the City in a format and at a frequency to be determined during the Design Review process.
- Additional reports shall be made available to the City to assist the City in reconciling system output with utility bills and the production guarantee, as determined in the Design Review process.

A Monitoring Manual shall be provided to the City in printed or on-line form that describes how to use the monitoring system, including the export of data and the creation of custom reports.

1.20 N/A

1.21 Interconnection

Contractor is responsible for obtaining all necessary PG&E interconnection approvals for each PV system being installed. Contractor must comply with all interconnection requirements, such as CPUC Rule 21 for the PG&E service territory. Contractor is responsible for the proper planning and scheduling of interconnection approvals and any potential interconnection study. Systems installed as part of this project will take advantage of Net Energy Metering (NEM), unless specified otherwise by City or its agents. Contractor shall be responsible for ensuring the system design and interconnection qualifies for NEM, as applicable.

1.22 Production Modeling

Production modeling of the PV systems shall be performed using PVSYST or equivalent modeling software using TMY3 weather data for the location closest to the site. The simulations shall accurately simulate energy production for proposed system layouts, sizes, and orientation. It is critical that PV production models are accurate with all methodology and assumptions described. The City will independently verify production models are accurate to the designed systems and utilize simulation results for economic evaluations. Contractor shall be responsible for updating the production models at approved permit set, and subsequently if changes are made to the proposed system designs that will materially impact production.

1.23 Shading

Contractor shall adhere to the following requirements in order to avoid excessive shading on modules. For any object near an array that is higher than the lowest point of that array by height H, Contractor shall locate the array farther from the object than:

- 2H to the North of the object
- 2H to the East or West of the object
- 2H to any non-cardinal direction of the object

Any Contractor whose system design does not adhere to these rules shall perform a shading analysis justifying the basis for their design, including any proposed tree removal, and explaining why shading does not create an adverse performance and/or economic impact.

Any trees that are in the footprint of systems to be installed by the Contractor shall be removed by the Contractor at their expense, subject to the approval of the City. A tree shall be considered to be in the footprint of a system if its canopy would extend over any part of the system, including structural components or modules. The City will remove or prune, at its discretion, trees planted outside of the work area that shade PV systems (at present time or in the foreseeable future), provided the Contractor identifies these trees during the design process. The Contractor shall be responsible for any required tree remediation efforts resulting from tree removal that is deemed the Contractor's responsibility.

2. WARRANTIES

Contractor shall provide a comprehensive ten (10) year warranty on all system components against defects in materials and workmanship under normal application, installation, and use and service conditions.

Additionally, the following minimum warranties are required:

- PV Modules: The PV modules are to be warranted against degradation of power output of greater than 10% of the original minimum rated power in the first ten (10) years and greater than 20% in the first twenty (20) years of operation.
- Inverters: Inverters shall carry a minimum ten (10) year warranty.
- Meters: At minimum, meters shall have a one (1) year warranty. For meters integrated in inverters, the meter warranty period must match the inverter.
- Mounting system: twenty (20) year warranty, covering at least structural integrity and corrosion.
- Balance of system components: the remainder of system components shall carry manufacturer warranties conforming to industry standards.

All work performed by Contractor must not render void, violate, or otherwise jeopardize any preexisting City facility or building warranties or the warranties of system components.

3. PROCUREMENT/CONSTRUCTION

3.1 Scope of Supply

Contractor shall provide all necessary labor, materials, equipment, and services required to install complete integrated turnkey PV systems. Contractor shall supply all solar modules, mounting equipment, inverters, AC and DC disconnect switches, metering, related wiring, monitoring equipment, and all ancillary equipment necessary to install the PV system and interconnect it to the City electrical distribution system. The PV system installations shall comply with all contract requirements, technical specifications, approved design documents, and applicable regulatory codes and requirements. Contractor shall submit As-Built Construction Drawings in hard copy with two (2) sets and an electronic copy in DWG format to the City after completion of the Proving Period for each system at each site.

3.2 Materials and Equipment

Materials and equipment incorporated in the Work shall be new and suitable for the use intended. No material or equipment shall be used for any purpose other than that for which it is designed, specified or indicated.

Contractor shall use means necessary to protect the materials and equipment before, during and after installation until Substantial Completion. Contractor shall promptly replace lost or damaged materials and equipment with equal, or City-approved, replacements, or repair them, at no additional cost to the City.

3.3 Line Location

Contractor will be responsible for locating, identifying and protecting existing underground utilities conduits, piping, substructures, etc. and ensuring that no damage is inflicted upon existing infrastructure. In addition to USA Dig and utility line-locating, a private line-locator must be used for any project requiring underground work.

3.4 Quality Assurance and Quality Control

Contractor shall implement a Quality Assurance / Quality Control (QA/QC) plan for construction activities on City sites. At least 30 days prior to the planned commencement of construction, Contractor shall submit a copy of the QA/QC Plan for review and approval by the City.

To ensure the highest quality of the installation, Contractor shall:

- Implement policies and procedures to ensure proper oversight of construction work, verification of adherence to construction documents and contractual requirements, and rapid identification and mitigation of issues and risks.
- Utilize best practice methods for communicating progress, performing work according to the approved Project schedule, and completing the Project on-time.
- Keep the Site clean and orderly throughout the duration of construction. All trash and rubbish shall be disposed of off-site by licensed waste disposal companies and in accordance with applicable Law.
- Provide equipment marking, as well as labeling and signage for the Project that shall be removed after Project completion.
- Fully comply with all applicable notification, safety and Work rules (including City safety standards) when working on or near City facilities.
- Provide Special Inspection for trenching, rebar, concrete, welding, and roof attachment work, according to AHJ requirements.
- Route all electrical collection system wiring and conduits in a neat and orderly fashion and in accordance with all applicable code requirements. All cable terminations, excluding module-to-module and module-to-cable harness connections, shall be permanently labeled.
- Torque all mechanical and electrical connections and terminations according to manufacturer specifications, with marking/sealing of all electrical terminations at appropriate torque point.
- Provide all temporary road and warning signs, flagmen or equipment as required to safely execute the Work. Street sweeping services shall also be provided as required to keep any dirt, soil, mud, etc. off of roads. Comply with all state and local storm water pollution prevention (SWPP) ordinances.

3.5 Removal and Remediation

Contractor shall remove excess construction spoils, abandoned footings, utilities, construction equipment and other byproducts of its construction. All disturbed areas including landscaping, asphalt, and concrete shall be remediated to be in equal or better condition than found, with the exception of fair wear and tear. Parking lots shall be re-stripped if affected by construction operations.

The site shall be left clean and free of debris or dirt that has accumulated as a result of construction operations.

4. **TESTING**

Following completion of construction, Contractor shall provide the following services related to startup and performance testing of the PV systems:

- Acceptance Testing
- System Startup
- Proving Period

A detailed Testing Plan covering each of the phases above shall be submitted and approved by the City prior to substantial completion of construction. A detailed description of each phase is provided below.

4.1 Acceptance Testing

Contractor shall perform a complete acceptance test for each PV System. The acceptance test procedures include component tests as well as other standard tests, inspections, safety and quality checks. All testing and commissioning shall be conducted in accordance with the manufacturer's specifications.

The section of the Testing Plan that covers Acceptance Testing shall be equivalent or superior to the CEC (California Energy Commission) "Guide to Photovoltaic (PV) System Design and Installation", Section 4 and shall cover at least the following:

- Detailed test methods, including sample calculations and reference to standards as required or applicable, and list of tested equipment.
- Pre-test checklist to ensure readiness and any safety measures are in-place.
- Detailed list of all items to be inspected and tests to be conducted.
- Acceptance Criteria: For each test phase, specifically indicate what is considered an acceptable test result.

The Acceptance Testing section of the Testing Plan shall include (but not be limited to) the following tests:

- String-level voltage (open circuit) and amperage (under load) testing for all PV strings. Amperage testing shall be performed concurrently with irradiance testing.
- Inverter testing for all inverters. The inverters shall be commissioned on-site by a qualified technician and shall confirm that the inverter can be operated locally per specification and that automatic operations such as wake-up and sleep routines, power tracking and fault detection responses occur as specified. Performance testing shall be performed concurrently with irradiance testing.
- Testing of all sensors of the DAS.
- Testing of the Data Presentation interface of the DAS.

After Contractor conducts all Acceptance Testing based on the Testing Plan approved by the City prior to substantial completion, Contractor shall submit a detailed Acceptance Test Report to the City for review.

The Acceptance Test Report shall document the results of the tests conducted following the Testing Plan, and include additional information such as the date and time each test was performed. It shall also make reference to any problem and deficiencies found during testing. If there was troubleshooting done, the Report shall describe the troubleshooting methods and strategy. Contractor shall be responsible for providing the labor and equipment necessary to troubleshoot the System.

4.2 System Startup

Following City approval of the Acceptance Test Report, Contractor shall conduct tests over twenty-four (24) hours and at a time resolution of fifteen (15) minutes, recording the following data:

- Average AC output (kW)
- Average DC output (kW)
- Hourly PV system production (kWh)
- AC and DC voltage
- In-plane irradiance
- Ambient and cell temperature
- Inverter status flags and general system status information

These data points shall be presented in a manner that best depicts the actual performance of the system for City review and approval and shall be submitted as part of the Startup Test Report.

4.3 Proving Period (30 Days)

Upon completion of Acceptance Testing and System Startup, and approval by the City, Contractor shall monitor the system during a thirty (30) day Proving Period and submit a report for City review and approval prior to final acceptance by the City. This includes monitoring system output and ensuring the correct functioning of system components over this time. The values for the following data shall be acquired every fifteen (15) minutes over thirty (30) days:

- AC system output (kW)
- PV system production (kWh)
- AC and DC voltage
- In-plane irradiance
- Ambient and cell temperature
- Inverter status flags and general system status information
- System availability

Contractor shall utilize calibrated test instruments and the DAS and monitoring system to collect the test data described above, which shall be made available to the City for access throughout the Proving Period. Contractor shall determine through analysis of data from the Proving Period whether the PV system delivers the expected production as determined by the final approved design (i.e., Construction Documents). Actual production shall be compared against expected production using actual weather data and other system inputs (such as module cell temperature factor, module mismatch, inverter efficiency, and wiring losses) for calculating expected production. The production figures for all meters, whether existing or installed by or on behalf of the IOU or by or on behalf of the Contractor, shall be correlated during this test to verify their accuracy in measuring system production.

All data and reports required in Section 3.5.20 shall be fully functional and available to the City at the commencement of the Proving Period. Data and reporting requirements are included in the testing scope of the Proving Period and deficiencies in these areas (including missing data, inaccurate reports, and other issues that make validation of system performance inconclusive) shall be grounds for denying approval of the Proving Period Report.

If the PV system does not perform to design specifications, diagnostic testing shall be performed by Contractor, deficiencies shall be identified with proposed corrective actions submitted to the City, and the Proving Period test repeated. Contractor shall be responsible for providing the labor and equipment necessary to troubleshoot the system. The Proving Period Report shall be submitted after the successful completion of this phase and submitted to the City for review and approval. The report shall contain, but not be limited to, the following information; calculations shall be provided in Excel format with formulas visible to allow for peer review:

- System description
- Test period

- Test results
- Anomalies identified during test
- Corrective action performed
- Actual measured performance
- Calculations detailing expected performance under TMY conditions

4.4 Close-Out Documentation Requirements

Close-Out documents prepared by Contractor must include at minimum, but not limited to, the following items:

- Final As-Built Drawing Set with accurate string diagram
- Megger test results
- Module flash-test results with serial numbers
- Warranties for inverters, modules, racking and monitoring
- Signed inspections cards from AHJ and required Special Inspections
- Interconnection agreements and Permission To Operate
- Owner's Manual

5. OPERATIONS AND MAINTENANCE

For systems structured as a direct purchase, Contractor shall offer Operations and Maintenance services for ten (10) years with their Proposal, with an option to extend the Contract for up to an additional ten (10) years. The City reserves the right to not execute the Operations and Maintenance services agreement. For third-party owned systems, Operations and Maintenance services will be performed for the life of the contract at the expense of the Contractor.

In offering such services, Contractor shall perform all necessary preventive and corrective maintenance, which includes routine maintenance adjustments, replacements, and electrical panel/transformer/ inverter cleaning (interior and exterior) with supporting documentation delivered to the City after the Work has been performed. Maintenance by Contractor shall ensure that all warranties, particularly inverter warranties, are preserved. The frequency and timing of panel wash-downs shall be determined by Contractor based on system monitoring data. Environmental sensors such as pyranometers shall be tested and recalibrated at least once every three (3) years.

Contractor shall perform the following maintenance services, at a minimum, as described in the following sections:

5.1 Preventative Maintenance

Preventive Maintenance shall be performed at least annually and include:

- System testing (voltage/ampereage) at inverter and string levels
- System visual inspection and necessary corrections:
 - Inspect for stolen, broken or damaged PV modules, record damage and location. Report to the City and wait for the City to authorize a course of action.
 - Inspect PV wiring for loose connections and wire condition. Resolve issues as needed or report larger issues to the City.
 - Inspect for wires in contact with the structure or hanging loose from racking and resolve issues as needed.
 - Check mechanical attachment of the PV modules to the racking and resolve issue as needed.
 - Check attachment of racking components to each other and the structure and resolve issue as needed.
 - Verify proper system grounding is in place from panels to the inverter and resolve issue as needed.
 - Check conduits and raceways for proper anchorage to structures and resolve issue as needed.
 - Inspect all metallic parts for corrosion and resolve issue as needed.
 - Check combiner boxes for proper fuse sizes and continuity and resolve issue as needed.
 - Inspect all wiring connections for signs of poor contact at terminals (burning, discoloration, etc) and resolve issue as needed.
 - Inspect disconnects for proper operation and resolve issues as needed.
 - Survey entire jobsite for debris or obstructions and resolve issues as needed.
 - Inspect fasteners for proper torque and corrosion and resolve issues as needed.
 - Inspect inverter pad for cracking or settling and resolve issues as needed.
 - Inspect electrical hardware for proper warning and rating labeling and resolve issues as needed.
 - Review as built documentation as needed.
 - Inspect alignment of arrays and racking to identify settling foundations or loose attachments and resolve issues as needed or report issues to the City.

- Inspect operation of tracking hinges, pivots, motors and actuators if present and resolve issues as needed.
- Check for proper operation and reporting of monitoring hardware and resolve issues as needed.
- Inspect sealed electrical components for condensation buildup and resolve issues as needed.
- Inspect wiring and hardware for signs of damage from vandalism or animal damage and resolve issues as needed.
- Routine system maintenance to include correction of loose electrical connections, ground connections, replacement of defective modules found during testing, other minor maintenance repair work.
- Module cleaning, at a frequency to be determined by the ongoing monitoring of the system such that effect on production is no more than 5%, but not less often than twice a year.
- Routine DAS maintenance to include sensor calibration and data integrity check.

5.2 Troubleshooting, Inspection and Additional Repairs

- Dispatch of field service resources within two (2) business days of notification (via automated or manual means) for repairs as necessary to maintain system performance.
- Any corrective action required to restore the system to fully operational status shall be completed within twenty-four (24) hours of the service resources arriving on-site.
- Major system repairs, not to include mid-voltage switchgear or transformers.

5.3 Customer Service Support

- Support telephone line made available to City staff to answer questions or report issues.
- Support line shall be staffed during operational hours from 8 am – 6 pm California Standard Time. During times outside of this operational period, an urgent call shall be able to be routed to a supervisor for immediate action.

5.4 Major Component Maintenance and Repair

- Inverter repair and component replacement and refurbishment as required in the event of inverter failure.
- Inverter inspection and regular servicing as required under inverter manufacturer's warranty specifications. Those include but are not limited to the following annually:

- Check appearance/cleanliness of the cabinet, ventilation system and all exposed surfaces.
 - Inspect, clean/replace air filter elements
 - Check for corrosion on all terminals, cables and enclosure.
 - Check all fuses.
 - Perform a complete visual inspection of all internally mounted equipment including subassemblies, wiring harnesses, contactors, power supplies and all major components.
 - Check condition of all the AC and DC surge suppressors.
 - Torque terminals and all fasteners in electrical power connections.
 - Check the operation of all safety devices (E-stop, door switches).
 - Record all operating voltages and current readings via the front display panel.
 - Record all inspections completed.
 - Inform inverter manufacturer of all deficiencies identified.
 - Oversee inverter manufacturer performance of In-Warranty replacement of failed inverter components.
- Customer advocacy with vendors.

5.5 Other Systems Service

- O&M Manuals – Contractor shall provide three (3) copies of O&M Manuals. Updated editions of O&M Manuals shall be sent electronically to the City as they become available.
- Management of long term service and warranty agreements, ongoing.
- Contractor shall log all maintenance calls and document all maintenance activities. These activities shall be presented in a report, which is to be submitted to the City on a minimum monthly basis.

O&M services shall be priced separately from the design and construction of the PV system. Contractor shall submit a detailed description of their O&M services, detailing the activities and the intervals at which they will be performed, with their Proposal.

6. **PRODUCTION GUARANTEE**

Contractor shall offer a Production Guarantee as part of their Proposal. The Production Guarantee shall comply with the PPA Terms and Conditions and Design-Build Terms and Conditions included as Attachment B of the RFP.

7. TRAINING

The Contractor shall provide four (4) hours of on-site training for City personnel in all aspects of operation, routine maintenance, and safety of the PV systems, DAS, and monitoring solution.

At a minimum, training topics shall include the following:

- PV system safety, including shut-down procedures
- PV module maintenance and troubleshooting
- Inverter overview and maintenance procedures
- Calibration and adjustment procedures for the inverters and tracking systems (if any)
- DAS and monitoring solution, including standard and custom reporting

Contractor shall submit a proposed Training Plan during the design process for approval and provide all training materials and manuals to support on-site training in advance of scheduled training sessions (see schedule of submittals in Attachment A, Scope of Work, III. Scope of Services, C. Project Management, 2. Submittals). The on-site portion of the training program shall be scheduled to take place at the jobsite at a time agreeable to both the City and Contractor.



City of Sunnyvale

Agenda Item

19-0924

Agenda Date: 10/8/2019

REPORT TO COUNCIL

SUBJECT

Award of Bid No. PW19-22 to Roofing & Solar Construction Inc. for the Roof Replacement of the Chemical Building at the Water Pollution Control Plant Project and Finding of California Environmental Quality Act Categorical Exemption

REPORT IN BRIEF

Approval is requested to award a construction contract in the amount of \$148,000 to Roofing & Solar Construction Inc. of Novato for the Repair to the Water Pollution Control Plant (WPCP) Support Facilities - Roof Replacement of the Chemical Building Project (Public Works Project No. PR-19-05) and approval of a 10% construction contingency in the amount of \$14,800.

EXISTING POLICY

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

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

ENVIRONMENTAL REVIEW

The project is categorically exempt under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15301(d) for the maintenance and repair of existing public facilities involving negligible or no expansion of an existing use.

BACKGROUND AND DISCUSSION

The WPCP has several buildings and facilities that are over 40 years old and in varying states of disrepair and in need of replacement. Until the WPCP Masterplan is completed and new facilities are replaced over the next 10 to 15 years, the existing buildings and supporting structures will require rehabilitation to ensure continued operations until the new buildings are occupied. One of the necessary projects is the replacement of the Chemical Building roof which has exceeded its useful life.

The project was advertised for competitive bidding on the City's DemandStar public procurement network and distributed to the Bay Area Builder's Exchange on July 5, 2019. Ten (10) contractors requested bid documents and sealed bids were opened on August 7, 2019, with 7 bids received. Roofing & Solar Construction Inc. has the lowest responsive and responsible bid in the amount of \$148,000 (Attachment 1 - Bid Summary).

FISCAL IMPACT

Project costs consist of the construction contract in the amount of \$148,000 and a 10% contingency in the amount of \$14,800, for a total of \$162,800.

Funding Source

Budgeted funding is available in Project 831620 - Repairs to the WPCP Support Facilities. This project is funded by the Wastewater Management Fund.

PUBLIC CONTACT

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

RECOMMENDATION

Take the following actions:

- Make a finding of a categorical exemption from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301(d)
- Award a contract in substantially the same form as Attachment 2 to the report in the amount of \$148,000 to Roofing & Solar Construction Inc.
- Authorize the City Manager to execute the contract when all necessary conditions have been met
- Approve a 10% construction contingency in the amount of \$14,800

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

ATTACHMENTS

1. Bid Summary
2. Draft General Construction Contract

Invitation for Bids No. PW19-22 Repair to the WPCP Support Facilities - Roof Replacement of the Chemical Building (# PR-19-05)				Roofing & Solar Construction Inc.		Courtney Inc.		Stronger Building Services		Pioneer Contractors Inc.		I+A Contractor Inc. ⁽¹⁾		Best Contracting Services		Andy's Roofing Company	
				15 Crissy Place Novato, CA 94949		5914 Las Positas Rd Livermore, CA 94551		580 Harlan St San Leandro, CA 94577		1485 Armstrong Ave San Francisco, CA 94124		3227 Spring St Redwood City, CA 94063		19027 S. Hamilton Ave Gardena, CA 90248		2161 Adams Ave San Leandro, CA 94577	
				Cassy Fabiani		Manideep Potini		Claudia Chavez		Herbert Li		Irene Avila		Sean Tabazadeh		Therese Engquist	
BASE BID			QTY	UOM	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	
1	Mobilization (Shall Not Exceed 5% of Total Base Bid)		1	LS		\$ 7,400.00		\$ 5,000.00		\$ 7,500.00		\$ 8,000.00		\$ 5,000.00		\$ 10,195.00	
2	Roof Removal		1	LS		\$ 18,000.00		\$ 19,600.00		\$ 32,500.00		\$ 17,000.00		\$ 19,000.00		\$ 23,280.00	
3	Equipment Screen		1	LS		\$ 10,000.00		\$ 14,140.00		\$ 6,500.00		\$ 95,300.00		\$ 15,000.00		\$ 20,150.00	
4	Built-Up Roof Installation		1	LS		\$ 100,000.00		\$ 105,276.00		\$ 120,000.00		\$ 45,000.00		\$ 130,000.00		\$ 158,455.00	
5	Painting		1	LS		\$ 12,600.00		\$ 5,684.00		\$ 1,500.00		\$ 4,000.00		\$ 2,500.00		\$ 6,720.00	
BID TOTAL						\$ 148,000.00		\$ 149,700.00		\$ 168,000.00		\$ 169,300.00		\$ 171,500.00		\$ 219,836.00	
Surety				10% bond		10% bond		10% bond		10% bond		10% bond		10% bond		10% bond	
License				B, C39, C10, C17		C8, C61/D12, C33, C39		B, C39		C39		B, C39		A, B, C17, C39, C43		C39	
Subcontractors																	
Roof demo/ACM				None		None		None		None		None		B&M Tear Off Inc.		Alliance Contracting	

Notes:
(1) Correct bid total is shown.

GENERAL CONSTRUCTION CONTRACT

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

RECITALS:

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

1. The Contract Documents. The complete Contract consists of the following documents: Notice Inviting Bids; Instructions to Bidders; Performance Bond and Payment Bond; Guaranty; City of Sunnyvale Standard Specifications for Public Works Construction, 2006 Edition; City of Sunnyvale Standard Details for Public Works Construction, 2006 Edition; Plans and Specifications, "Repair to the WPCP Support Facilities - Roof Replacement of the Chemical Building, Project No. PR-19-05, Invitation for Bids No. PW19-22", including Addendum No. 1; OSHA, and other standards and codes as outlined in the Specifications. These documents are all incorporated by reference. The documents comprising the complete contract are collectively referred to as the Contract Documents.

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

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

2. The Work. Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete the project in a good and workmanlike manner. The work consist(s) of removing the existing built up roof and installing a new Title-24 compliant built-up roof complete in place and suitable for its intended use, as called for, and in the manner designated in, and in strict conformity with, the Plans and Specifications prepared by Alan Bunnet and adopted by the Owner. These Plans and Specifications are entitled respectively, Repair to the WPCP Support Facilities - Roof Replacement of the Chemical Building, Project No. PR-19-05.

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

3. Contract Price. The Owner agrees to pay and the Contractor agrees to accept, in full payment for the work above agreed to be done, the sum of One Hundred Forty Eight Thousand and No/100 Dollars (\$148,000) subject to final determination of the work performed and materials furnished at unit prices per "Exhibit A" attached hereto and incorporated by this reference, and subject to additions and deductions in accordance, as provided in the Documents and in accordance with Contract Documents.

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

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

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

7. Time for Completion. All work under this contract shall be completed before the expiration twenty (20) working days from the date specified in the Notice to Proceed.

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

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

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

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

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

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

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

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

Contractor: Roofing & Solar Construction Inc.
15 Crissy Place
Novato, CA 94949

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Commission of the State of California.

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

21. Liquidated Damages. Time shall be the essence of this Contract. If Contractor fails to complete, within the time fixed for such completion, the entire work mentioned and described and contracted to be done and performed, Contractor shall become liable to Owner for liquidated damages in the sum of five hundred (\$500), for each and every calendar day during which work shall remain uncompleted beyond such time fixed for completion or any lawful extension thereof. The amount specified as liquidated damages is presumed to be the amount of damage sustained by Owner since it would be impracticable or extremely difficult to fix the actual damage; and the amount of liquidated damages may be deducted by Owner from moneys due Contractor hereunder, or its assigns and successors at the time of completion, and Contractor, or its assigns and successors at the time of completion, and its sureties shall be liable to Owner for any excess.

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

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

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

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

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

CITY OF SUNNYVALE
a Municipal Corporation, Owner

ROOFING & SOLAR CONSTRUCTION INC.
Contractor

License No. 1018877

By _____ / /
City Manager Date

Attest:
City Clerk

By_____

Title _____ Date _____

By _____

_____/_____/_____
 Title Date

By _____ / /
City Clerk Date

(SEAL)

APPROVED AS TO FORM:

_____/_____/_____
City Attorney Date

EXHIBIT A

BID SCHEDULE

No.	Description	QTY	Unit	Unit Cost
1	Mobilization (Shall Not Exceed 5% of Total Base Bid)	1	LS	\$7,400
2	Roof Removal	1	LS	\$18,000
3	Equipment Screen	1	LS	\$10,000
4	Built-Up Roof Installation	1	LS	\$100,000
5	Painting	1	LS	\$12,600

EXHIBIT B

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

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



City of Sunnyvale

Agenda Item

19-0925

Agenda Date: 10/8/2019

REPORT TO COUNCIL

SUBJECT

Award of Bid No. PW19-24 to Omni Construction Services, Inc. for the Renovation of Golf Buildings at Sunken Gardens Golf Course and Finding of California Environmental Quality Act (CEQA) Categorical Exemption

REPORT IN BRIEF

Approval is requested to award a construction contract in the amount of \$468,000 to Omni Construction Services, Inc. of Burlingame for the Golf Buildings Renovation at Sunken Gardens Project (Public Works Project No. PR-19-06) and approval of a 10% construction contingency in the amount of \$46,800.

EXISTING POLICY

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

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

ENVIRONMENTAL REVIEW

The project is categorically exempt under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15301(d) for the maintenance and repair of existing public facilities involving negligible or no expansion of an existing use.

BACKGROUND AND DISCUSSION

The Golf Buildings Renovation project will renovate the existing golf building at Sunken Gardens Golf Course to bring it into compliance with current building codes and ADA requirements. In addition, other improvements will be constructed for safety, attractiveness, and usability in the Golf Course Operations program.

The renovation project consists of three components:

1. Renovate and expand two restrooms in the golf course facility building to meet current building code and ADA accessibility requirements.
2. Remodel the pro-shop and the pro-shop office in the golf course facility building.
3. General site improvements that include restriping a portion of the existing parking lot, new paving at the pro-shop entrance, new concrete for the exterior restrooms entrance and main entrance and a new wood fence in front of the restrooms for privacy screening.

Currently, the men's and women's restrooms are located within the envelope of the golf building. Each restroom has a single exterior door entrance. The men's restroom has one water closet, one lavatory, and one urinal. The women's restroom has two water closets and one lavatory. The layout of fixtures and the ingress and egress of the restrooms do not meet current ADA guidelines. The overall size of each room is too small to comply with current regulations. The storage spaces within the pro shop adjacent to the restrooms will be utilized for expansion of each restroom. The mechanical, electrical and plumbing fixtures of the restrooms will be upgraded for energy and water efficiency.

The pro-shop is located within the envelope of the golf building, which was constructed in the 1960's as an Eichler-style one story design. The renovation will remove the existing storage room and install an electrical closet, a water heater closet, and a checkout counter with a new layout of the pro-shop. The interior finishes of the pro-shop and its office will be upgraded. The improvements also include lighting, the connection and wiring of the phone, cable, safety alarm and internet.

The restriping of a portion of the parking lot is located at the southeast corner of the parking lot. The number of parking stalls remains the same while two current accessible stalls, which do not meet the latest ADA requirement will be restriped as standard stalls. Four fully compliant accessible parking spaces will be provided immediately adjacent to the restaurant building. A striped path will be installed for the accessibility requirement.

The project was advertised for competitive bidding on the City's DemandStar public procurement network and distributed to the Bay Area Builder's Exchange on July 5, 2019. Four contractors requested bid documents and sealed bids were opened on July 31, 2019, with three (3) responsive bids received. Omni Construction Services, Inc. is the lowest responsive and responsible bidder with a bid in the amount of \$468,000 (see Attachment 1 - Bid Summary).

FISCAL IMPACT

Project costs consist of the construction contract in the amount of \$468,000 and a 10% construction contingency in the amount of \$46,800, for a total of \$514,800.

Funding Source

Budgeted funding is available in Project 828400 - Golf Buildings Renovations which is funded by the Park Dedication Fund.

PUBLIC CONTACT

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

RECOMMENDATION

Take the following actions:

- Make a finding of a categorical exemption from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301(d)
- Award a contract in substantially the same form as Attachment 2 to the report in the amount of \$468,000 to Omni Construction Services, Inc.
- Authorize the City Manager to execute the contract when all necessary conditions have been met
- Approve a 10% construction contingency in the amount of \$46,800

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

ATTACHMENTS

1. Bid Summary
2. Draft General Construction Contract

Invitation for Bids No. PW19-24 Golf Buildings Renovation at Sunken Gardens (# PR-17-06)				Omni Construction Services, Inc.		Cal-Pacific Construction, Inc.		WestCal Design and Build, Inc.	
				533 Airport Blvd, Suite 555 Burlingame, CA 94010		1009 Terra Nova Blvd Pacifica, CA 94004		32108 Alvarado Blvd, #208 Union City, CA 94587	
				Robert Zimmerman		Kennedy Chan		Raquelyn Reyes	
BASE BID	QTY	UOM	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Extended Cost
1	Mobilization (Shall Not Exceed 5% of Total Base Bid)	1	LS		\$ 29,400.00		\$ 19,000.00		\$ 42,000.00
2	Renovation of Pro Shop	1	LS		\$ 239,000.00		\$ 225,000.00		\$ 271,000.00
3	Renovation of Toilet Rooms	1	LS		\$ 193,960.00		\$ 204,000.00		\$ 410,000.00
4	Restriping of Existing Parking Lot Paving	1	LS		\$ 5,640.00		\$ 39,000.00		\$ 136,000.00
	BID TOTAL				\$ 468,000.00		\$ 487,000.00		\$ 859,000.00

Surety	10% bond	10% bond	10% bond
License	B	A, B, C-7, C-10, C-16, C-36	A, B, C-20
Subcontractors			
Millwork	Milltek		
Tile	ADRP Tile	KZ Tile	
Painting	KBI Painting	Mastria Painting	
Epoxy	Teralite	Thompson Group	Tera-Lite, Inc.
Mechanical	Thermal Mechanical		
Electrical	Bill Macdonald Electric	JD Young Electrical	
Striping	Compass Eng		
Demolition		Excel Site Services	
Roofing		Pioneer Roofing	
Window		Core Glass	
Plumbing		Redstone Plumbing	
HVAC		Orson Mechanical	
Flooring		Kim's Flooring	
Toilet Partitions & Accessories			Murphy Specialties Inc.
Fire Alarm System			Sound & Signal, Inc.
Data Communications & Telephone Systems		SignaWest Sys.	Technology Infrastructure Specialist

GENERAL CONSTRUCTION CONTRACT

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

RECITALS:

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

1. The Contract Documents. The complete Contract consists of the following documents: Notice Inviting Bids; Instructions to Bidders; Performance Bond and Payment Bond; Guaranty; City of Sunnyvale Standard Specifications for Public Works Construction, 2006 Edition; City of Sunnyvale Standard Details for Public Works Construction, 2006 Edition; Plans and Specifications, "Golf Buildings Renovation at Sunken Gardens, Project No. PR-17-06, Invitation for Bids No. PW19-24", OSHA, and other standards and codes as outlined in the Specifications. These documents are all incorporated by reference. The documents comprising the complete contract are collectively referred to as the Contract Documents.

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

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

2. The Work. Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete the project in a good and workmanlike manner. The work consist(s) of renovating the existing Pro Shop and toilet rooms, ready for use, as called for, and in the manner designated in, and in strict conformity with, the Plans and Specifications prepared by Missy Mirkovski and adopted by the Owner. These Plans and Specifications are entitled respectively, Golf Buildings Renovation at Sunken Gardens, Project No. PR-17-06.

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

3. Contract Price. The Owner agrees to pay and the Contractor agrees to accept, in full payment for the work above agreed to be done, the sum of Four Hundred Sixty Eight Thousand and No/100 Dollars (\$468,000.00) subject to final determination of the work performed and materials furnished at unit prices per "Exhibit A" attached hereto and incorporated by this reference, and subject to additions and deductions in accordance, as provided in the Documents and in accordance with Contract Documents.

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

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

6. Extra or Additional Work and Changes. Should Owner at any time during the progress of the work request any alterations, deviations, additions or omissions from the Specifications or Plans or other

Contract Documents it shall be at liberty to do so, and the same shall in no way affect or make void the contract, but will be added to or deducted from the amount of the contract price, as the case may be, by a fair and reasonable valuation, agreed to in writing between the parties hereto. No extra work shall be performed or change be made unless in pursuance of a written order from the Director of Public Works or authorized representative, stating that the extra work or change is authorized and no claim for an addition to the contract sum shall be valid unless so ordered.

7. Time for Completion. All work under this contract shall be completed before the expiration seventy (70) working days from the date specified in the Notice to Proceed.

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

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

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

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

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

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

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

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

Contractor: Omni Construction Services, Inc.
533 Airport Blvd, Suite 555
Burlingame, CA 94010

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Commission of the State of California.

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

21. Liquidated Damages. Time shall be the essence of this Contract. If Contractor fails to complete, within the time fixed for such completion, the entire work mentioned and described and contracted to be done and performed, Contractor shall become liable to Owner for liquidated damages in the sum of five hundred and no/100 (\$500), for each and every calendar day during which work shall remain uncompleted beyond such time fixed for completion or any lawful extension thereof. The amount specified as liquidated damages is presumed to be the amount of damage sustained by Owner since it would be impracticable or extremely difficult to fix the actual damage; and the amount of liquidated damages may be deducted by Owner from moneys due Contractor hereunder, or its assigns and successors at the time of completion, and Contractor, or its assigns and successors at the time of completion, and its sureties shall be liable to Owner for any excess.

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

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

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

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

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

CITY OF SUNNYVALE
a Municipal Corporation, Owner

Omni Construction Services, Inc.
Contractor

License No. 808944

By _____ / ____ / ____
City Manager Date

Attest:
City Clerk

By_____

Title _____ / _____ / _____
Date _____

By _____

Title _____ Date _____

By _____ / /
City Clerk Date

(SEAL)

APPROVED AS TO FORM:

_____/_____/_____
City Attorney Date

EXHIBIT A
BID SCHEDULE

No.	Description	QTY	Unit	Unit Cost
1	Mobilization (Shall Not Exceed 5% of Total Base Bid)	1	LS	\$29,400.00
2	Renovation of Pro Shop	1	LS	\$239,000.00
3	Renovation of Toilet Rooms	1	LS	\$193,960.00
4	Restriping of Existing Parking Lot Paving	1	LS	\$5,640.00

EXHIBIT B

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

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

19-0721

Agenda Date: 10/8/2019

REPORT TO COUNCIL

SUBJECT

Acceptance of Google Inc.'s voluntary implementation of Bicycle and Pedestrian Facility Improvements on Bordeaux Drive with an estimated construction cost of \$1,573,000 and Finding of Exemption from the California Environmental Quality Act

BACKGROUND

Bordeaux Drive is a predominantly north-south commercial/industrial collector that connects North Mathilda Avenue in the north, and Moffett Park Drive in the south. On Bordeaux Drive between Moffett Park Drive and Java Drive, there is one travel lane in each direction with a two-way center turn lane and a Class II bicycle lane on both sides of the street. There are sidewalks on Bordeaux Drive at intermittent locations along this segment.

On Bordeaux Drive between Java Drive and North Mathilda Avenue, there is currently one travel lane in each direction, with on-street parking on both sides of the roadway and no bicycle facilities. On this portion of Bordeaux Drive, there is also limited sections of sidewalk.

In early 2018, Google Inc. (Google) approached the City with a request to install voluntary improvements consisting of sidewalk gap closures and on-street Class II bicycle lanes along Bordeaux Drive. Google has retained the services of a professional engineering firm to prepare plans suitable for construction of the voluntary improvements.

EXISTING POLICY

In performing the analysis and developing the conclusions identified in this report, the following policies were referenced and considered:

General Plan Chapter 3 Land Use and Transportation:

- Policy 7: Emphasize efforts to reduce regional vehicle miles traveled by supporting active modes of transportation including walking, biking, and public transit.
- Policy 24: Promote modes of travel and actions that provide safe access to city streets and reduce single-occupant vehicle trips and trip lengths locally and regionally.

The order of consideration of transportation users shall be:

- (1). Pedestrians
- (2). Non-automotive (bikes, three wheeled bikes, scooters, etc.)
- (3). Mass transit vehicles
- (4). Single-occupant automobiles

- Policy 28: Prioritize street space allocated for transportation uses over parking when determining the appropriate future use of street space.
- Policy 40: Provide safe access to city streets for all modes of transportation. Safety considerations of all transport modes shall take priority over capacity considerations of any one transport mode.

General Plan Chapter 6 - Safety and Noise

- SN-3.5: Facilitate the safe movement of pedestrians, bicyclists and vehicles.

Sunnyvale Municipal Code 10.16.020 Signs or Markings Indicating Restricted Stopping, Standing or Parking

- (a) The city traffic engineer is authorized to designate, install and maintain, by appropriate signs or by paint upon the curb surface, all parking space markings and restricted stopping, standing or parking areas. All such designations in excess of fifty continuous feet shall be incorporated in the traffic control regulations document. Appeals of the city traffic engineer's decision to install signs or markings mentioned in this section in excess of fifty continuous feet, may be made as described in Chapter 10.04.

City Council Policy 7.1.5 Grants, Donations, Contributions and Sponsorships

3. For donations, contributions or sponsorships with values of \$100,000 or more, as estimated by the donor, a Report to Council will be written outlining its purpose and the advantages and disadvantages prior to acceptance. Authority to accept any such donation, contribution or sponsorship shall rest with the City Council. For monetary donations, it will be stated in the Report to Council if the gift is a onetime contribution for a specific purpose or a contribution where the principal could be invested and the interest used to support all or part of a special project or program for a number of years.

ENVIRONMENTAL REVIEW

The action to accept the donation is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 (c) and (d) for existing streets, sidewalks, bicycle lanes and facilities involving negligible or no expansion and that does not create additional automobile lanes. The CEQA document will be filed at the County Recorder's Office prior to the start of construction activities.

DISCUSSION

Google has voluntarily committed to implement bicycle and pedestrian facility improvements on Bordeaux Drive between Moffett Park Drive and North Mathilda Avenue for the benefit of the community. There are two phases of the proposed improvements:

Phase 1

Google will be responsible for implementing the following improvements under Phase 1 of the project: install 2,630 linear feet of sidewalk, remove existing trees and planting new trees, slurry seal over the existing pavement, restripe pavement markings to include new Class II on-street bicycle

lanes, and install green bike lanes where applicable. An encroachment permit would be issued to enable Google to perform these construction activities.

The estimated value of these improvements based on the engineer's probable construction cost is \$1,573,000. Per City Council Policy 7.1.5 - Grants, donations, Contributions and Sponsorships, authority to accept any contributions with values of more than \$100,000 shall rest with the City Council.

If the City Council accepts this donation, then Google estimates that construction may start as soon as late October 2019.

Sidewalk Improvements

Phase 1 of the project will install 2,630 linear feet of sidewalk at some of the locations where feasible and there are currently no sidewalks present. As part of this project, two private property owners have consented to grant to the City two public sidewalk easements where the sidewalk meanders around existing trees to remain in place. As part of the project, a total of 20 trees will be removed, of which 14 are in the public right-of-way and six (6) are on private properties. A new tree will be planted for each tree removed: Canary Island Pines will be planted in the public-right-of-way and on private properties, unless requested differently by property owner. As part of the design, Google will obtain all necessary tree removal permits from the Department of Public Works and Community Development Planning Division.

With the completion of Phase 1 of the project, there would be five remaining parcels with no sidewalk along their property frontages. Four of these parcels have been approved for redevelopment and are required to install sidewalk along their frontages as part of their conditions of approval. The remaining one parcel is also owned by Google (100-200 Caribbean Drive) and is currently undergoing the approval process for redevelopment. As part of its conditions of approval, Google will be required to install sidewalk along this property frontage.

The portion of Bordeaux Drive on the west side of the street between Innovation Way and the Sunnyvale West Channel maintenance road will not receive sidewalk in Phase 1 due to complexities involving permitting from Valley Water (formerly SCVWD). This segment of sidewalk will be installed in Phase 2.

Removal of On-Street Parking and Installation of Class II Bicycle Lanes

Phase 1 of the project will remove all the on-street parking to install Class II Bicycle Lanes on both sides of the Bordeaux Drive between N. Mathilda Avenue and Java Drive. The proposed on-street parking removal and installation of Class II Bicycle Lanes on Bordeaux Drive are identified in the current Sunnyvale Bicycle Plan.

To assess parking impacts to the corridor, a parking study was conducted by Mark Thomas, a transportation engineering firm retained by Google, on Wednesday, March 27, 2018 between 6:00 a.m. and 7:00 p.m. The parking study recorded the number of vehicles parked on the street as well as the number of vacant parking spaces in the off-street parking lots along the corridor. During the peak 30-minute interval, the study found that 34 vehicles were parked on the street, whereas a total of 1,049 vacant parking spaces were available in the off-street parking lots. The study concluded that there are sufficient off-street vacant parking spaces available, which can easily accommodate all the existing on-street parking demand. As part of this project, a total of 107 on-street parking spaces on

Bordeaux Drive will be removed, and the removal of these on-street parking spaces will be documented in the City's traffic control regulations document.

Phase 2

Phase 2 of the project would potentially include the installation of a prefabricated pedestrian bridge over the Sunnyvale West Channel within the Valley Water right-of-way, and construction of pedestrian paths connecting the bridge to the street sidewalk north of the bridge and to the pedestrian ramp at the northwest corner of Bordeaux Drive and Innovation Way. Currently, Google is working with Valley Water to obtain an encroachment permit for Phase 2 of the project.

If Phase 2 is completed, the pedestrian bridge would connect the sidewalk on the west side of Bordeaux Drive north of the Sunnyvale West Channel maintenance road to the existing crosswalk at the intersection of Innovation Way and Bordeaux Drive. The timing for Phase 2 of the project is subject to Valley Water and the City's approval. It is anticipated that construction could begin as early as spring 2020. Prior to the construction of the Phase 2 portion of the project, it is anticipated that the project will be brought to the Council for acceptance of voluntary implementation of the pedestrian bridge, discussion on the potential bridge ownership, operations and maintenance impacts, and potential approval of a maintenance agreement with Valley Water and Google. The ownership and maintenance responsibility of the potential new bridge has not yet been determined or discussed as Google is currently in discussion with Valley Water concerning the feasibility of a new bridge and impacts to Valley Water operations activities.

If Phase 2 construction is completed, Bordeaux drive would have connectivity for both pedestrians and bicycles along the full corridor between Mathilda Avenue/1st Avenue and Moffett Park Drive.

FISCAL IMPACT

Installation of bicycle and pedestrian improvements on Bordeaux Drive under Phase 1 of the project will be fully funded by Google Inc. Upon acceptance of improvements, the City will be responsible for maintenance. The additional sidewalk will be maintained under Department of Public Works Street Operations Program 120 - Pavement and Concrete Maintenance.

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.

Public outreach efforts also included the following:

- In early 2019, a letter was sent to all property owners who might be impacted by the removal of on-street parking. Subsequently, a meeting was set up with individual property owners to inform them of the project scope and results of the parking study.
- A community meeting with property owners and tenants along the project frontage was also held on May 30, 2019. No property owners were opposed to the removal of on-street parking at the community meeting, and they were supportive of the bicycle and pedestrian improvements that are included in this project.

- The project was presented to the Bicycle and Pedestrian Advisory Commission (BPAC) at the June 20, 2019 BPAC meeting.

ALTERNATIVES

1. Accept Google Inc.'s voluntarily implementation of Bicycle and Pedestrian Facility Improvements on Bordeaux Drive with an estimated construction cost of \$1,573,000 and make a finding that the action is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 (c) and (d) for existing streets, sidewalks, bicycle lanes and facilities involving negligible or no expansion and that does not create additional automobile lanes.
2. Do not accept Google Inc.'s voluntarily implementation of Bicycle and Pedestrian Facility Improvements on Bordeaux Drive.

RECOMMENDATION

Alternative 1: Accept Google Inc.'s voluntary implementation of Bicycle and Pedestrian Facility Improvements on Bordeaux Drive with an estimated construction cost of \$1,573,000 and make a finding that the action is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 (c) and (d) for existing streets, sidewalks, bicycle lanes and facilities involving negligible or no expansion and that does not create additional automobile lanes.

Staff believes by installing sidewalks and bike lanes where they are currently missing and feasible to install, it will provide better bike and pedestrian connectivity between the different office buildings along Bordeaux Drive, as well as to and from the Santa Clara Valley Transportation Authority Light Rail Station on Java Drive. Upon the completion of this project, the entire length of Bordeaux Drive will have Class II Bicycle Lanes, which will provide a connection to the future Class I off-street path that is currently under construction on Moffett Park Drive west of Bordeaux Drive as part of the Mathilda Avenue Improvements at SR 237 and US 101 project.

Prepared by: Lillian Tsang, Principal Transportation Engineer

Reviewed by: Dennis Ng, Transportation and Traffic Manager

Reviewed by: Jennifer Ng, Assistant Director, Public Works

Reviewed by: Chip Taylor, Director, Public Works

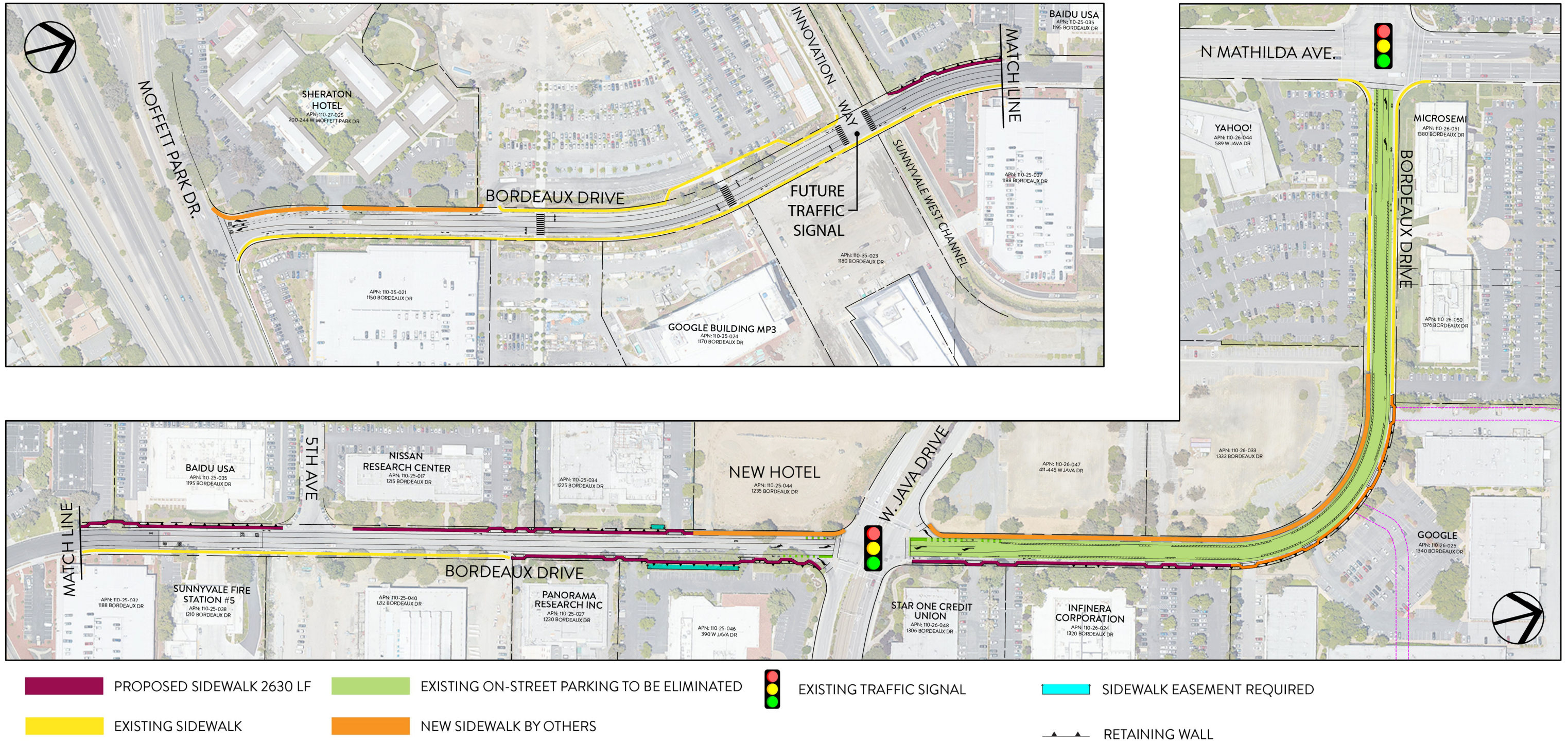
Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

ATTACHMENTS

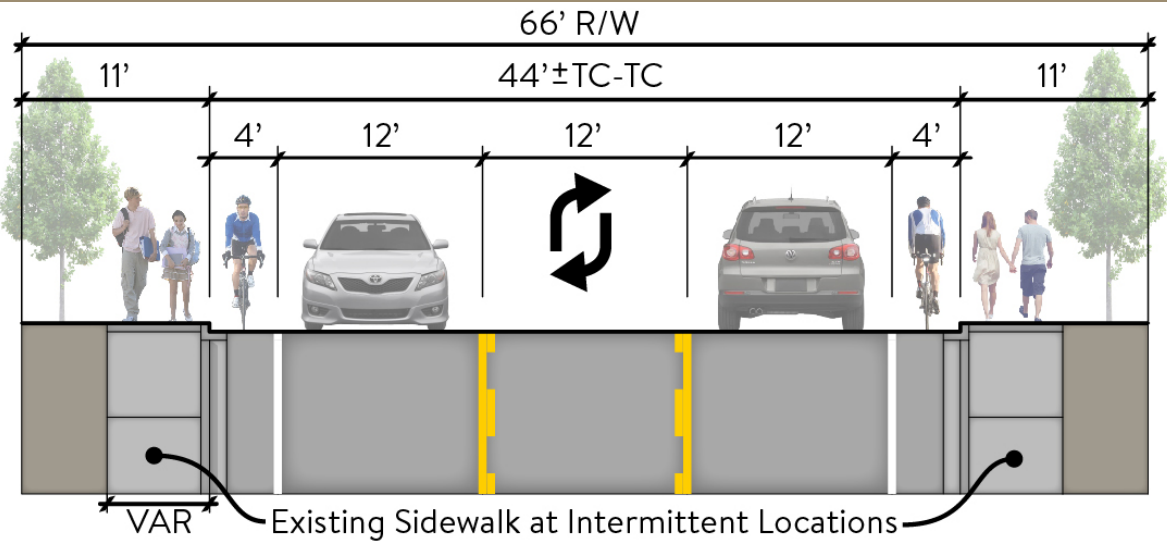
1. Bordeaux Drive - Proposed Bicycle and Pedestrian Improvements
2. Bordeaux Drive - Existing and Proposed Cross Section
3. Preliminary Estimate Construction Costs
4. Excerpt from Bicycle and Pedestrian Advisory Commission Meeting Minutes of June 20, 2019

Bordeaux Drive - Proposed Bicycle and Pedestrian Improvements

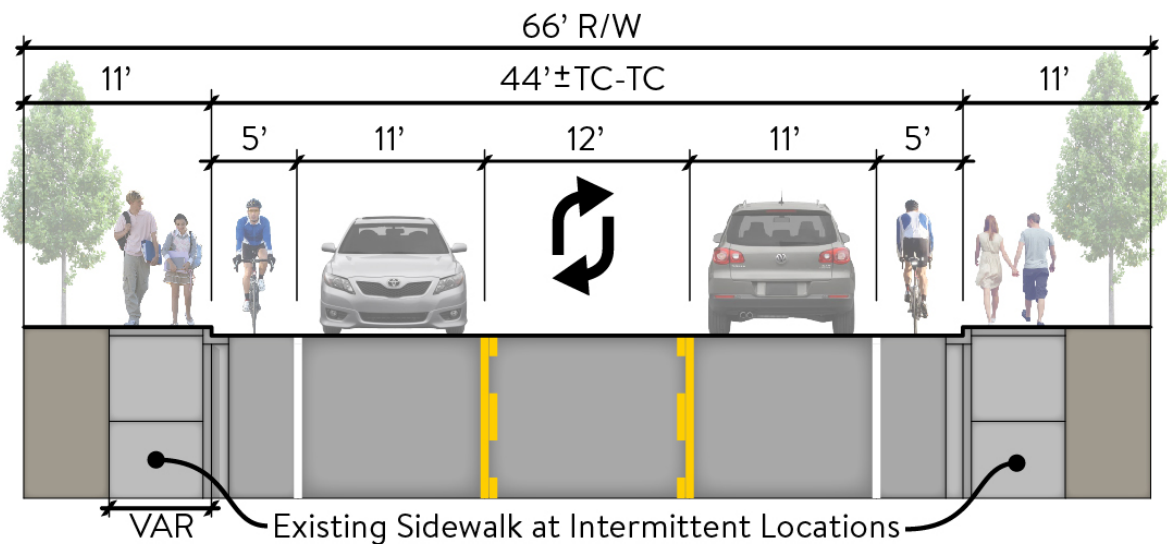


Bordeaux Drive – Existing and Proposed Cross Sections

Moffett Park Drive to W. Java Drive

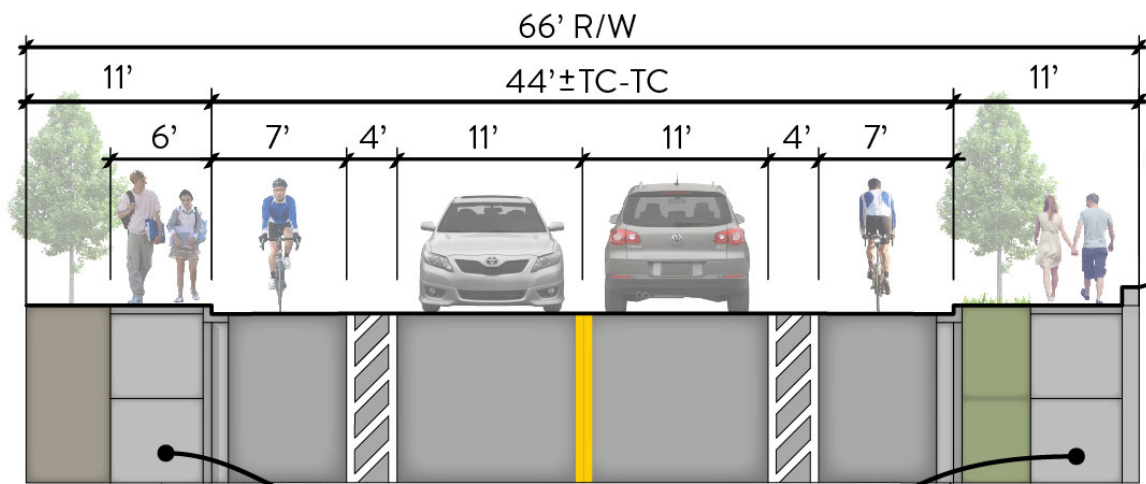
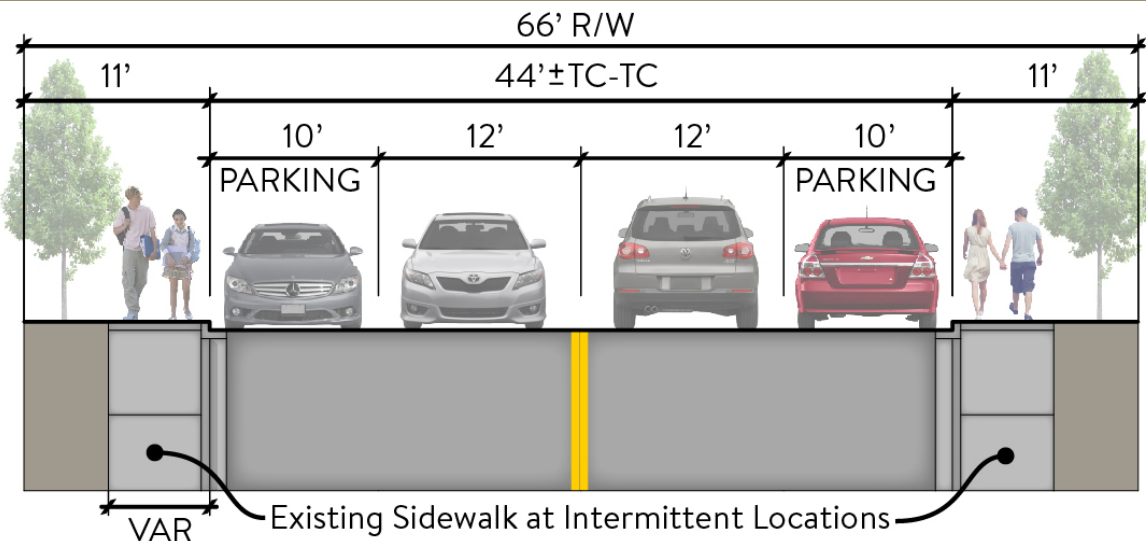


Existing Conditions



Proposed Conditions

W. Java Drive to N. Mathilda Avenue



New sidewalk by others
Existing curb and gutter to remain
6' Sidewalk Location Varies
Existing curb and gutter to remain



MARK THOMAS

PRELIMINARY ESTIMATE CONSTRUCTION COSTS

Google - Bordeaux Drive Bike Lanes and Sidewalks

100% Submittal

April 22, 2019
Job No. SJ-18103

No.	Description	Quantity	Unit	Unit Price	Amount
1.	Mobilization (10% of construction cost)	1	LS	\$ 136,707.59	\$ 136,707.59
2.	Construction Area Signs	1	LS	\$ 5,000.00	\$ 5,000.00
3.	Traffic Control (10% of construction cost)	1	LS	\$ 136,707.59	\$ 136,707.59
4.	Prepare SWPPP (1% of construction cost)	1	LS	\$ 13,670.76	\$ 13,670.76
5.	Develop Water Supply	1	LS	\$ 10,000.00	\$ 10,000.00
6.	Remove Concrete	1,820	SF	\$ 15.00	\$ 27,300.00
7.	Excavation	120	CY	\$ 60.00	\$ 7,200.00
8.	Remove Thermoplastic Traffic Stripe	15,000	LF	\$ 1.00	\$ 15,000.00
9.	Remove Thermoplastic Pavement Marking	1,810	SF	\$ 4.00	\$ 7,240.00
10.	Remove Existing Landscaping	17,500	SF	\$ 1.50	\$ 26,250.00
11.	Remove Existing Irrigation	1	LS	\$ 20,000.00	\$ 20,000.00
12.	Adjust Communication Vault to Grade	9	EA	\$ 4,500.00	\$ 40,500.00
13.	Adjust Irrigation Box to Grade	6	EA	\$ 4,500.00	\$ 27,000.00
14.	Adjust Water Valve to Grade	4	EA	\$ 3,000.00	\$ 12,000.00
15.	Adjust Water Vault to Grade	2	EA	\$ 4,500.00	\$ 9,000.00
16.	Adjust Electric Vault to Grade	1	EA	\$ 5,000.00	\$ 5,000.00
17.	Adjust Electric Box to Grade	1	EA	\$ 5,000.00	\$ 5,000.00
18.	Adjust Water Meter to Grade	6	EA	\$ 4,500.00	\$ 27,000.00
19.	Adjust Utility Vault to Grade	3	EA	\$ 3,000.00	\$ 9,000.00
20.	Adjust Backflow Preventer to Grade	2	EA	\$ 4,500.00	\$ 9,000.00
21.	Relocate Electric Box	1	EA	\$ 4,000.00	\$ 4,000.00
22.	Relocate Roadside Sign - One Post	15	EA	\$ 300.00	\$ 4,500.00
23.	Relocate Utility Vault	1	EA	\$ 10,000.00	\$ 10,000.00
24.	Relocate Fire Hydrant	2	EA	\$ 2,000.00	\$ 4,000.00
25.	Relocate Communication Vault	1	EA	\$ 10,000.00	\$ 10,000.00
26.	Remove Existing Trees	1	LS	\$ 20,000.00	\$ 20,000.00
27.	Slurry Seal	210,000	SF	\$ 1.00	\$ 210,000.00
28.	Curb & Gutter	20	LF	\$ 100.00	\$ 2,000.00
29.	Concrete Sidewalk	16,400	SF	\$ 15.00	\$ 246,000.00
30.	Timber Retaining Wall at Back of Walk	2,800	SF	\$ 35.00	\$ 98,000.00
31.	Thermoplastic Striping and Marking	1	LS	\$ 75,000.00	\$ 75,000.00
32.	Roadside Signs	1	LS	\$ 10,000.00	\$ 10,000.00
33.	Landscape and Irrigation ^{3 4}	1	LS	\$ 125,000.00	\$ 125,000.00
Subtotal					\$ 1,367,075.95
15% Contingency					\$ 205,061.39
ESTIMATED CONSTRUCTION TOTAL					\$ 1,573,000.00

Notes: 1. Estimate is based on 100% Submittal Plans dated 4-5-2019.

2. Detectable warning surface associated with a new curb ramp is included in the price for new curb ramp.

3. Assumes existing irrigation can be extended and existing irrigation controller to remain.

4. Assumes existing planting disturbed by construction to be replaced in kind. Street trees to be included where sidewalk is separated from street curb and gutter.

5. Assumes no impacts/costs to existing traffic signals at West Java Drive and North Mathilda Avenue

- County's past efforts to accommodate bicyclists
- Preference for protected bikeways on expressways and intersections
- Public feedback and the governing body for the project
- County plans for developing a Vision Zero Plan
- Bike parking on county facilities

[19-0655](#)

Bordeaux Drive Bicycle and Pedestrian Facility Improvements

Lillian Tsang, Principal Transportation Engineer with the City of Sunnyvale, gave a presentation on implementing Bicycle and Pedestrian Facility Improvements on Bordeaux Drive. Ms. Tsang explained the main purpose of the project which is to improve bicycle and pedestrian connectivity along the corridor and to close the gap where there are missing bike lanes. Also, the project will close sidewalk gaps where there is an opportunity to do so.

Ms. Tsang informed BPAC that the project should be implemented later this year.

ORAL COMMUNICATIONS

Alejandro Marti, member of the public, made the following comments:

- Concern that the City does not have protected bike lanes.
- Suggest restriping Borregas to make protected bike lanes.

David Simons, member of the public, commented on taking actions to discuss the Santa Clara County Expressway Bicycle Accommodation guidelines and to make recommendations to meet specific goals. David Simons recommended to emphasize Vision Zero and Complete Streets. David Simons commented on the Bordeaux improvements and recommended that the VTA design pedestrian and bicycle guidelines to be used as a basis.

Kevin Jackson, member of the public, commented on the TDA Grant funded projects. Mr. Jackson suggested that City Council was provided with inaccurate information regarding Caltrans' requirements for bike and pedestrian entry barriers to facilities per the Americans with Disabilities Act (ADA) requirements.

Commissioner Oey announced that Cupertino is offering four bicycle classes for older elementary, middle school and younger high school students and their parents.

Commissioner Mehlinger stated the the Silicon Valley Bicycle Coalition is hosting a pride ride Saturday, June 29 from 3-6 pm. Details are on their website.



City of Sunnyvale

Agenda Item

19-0845

Agenda Date: 10/8/2019

REPORT TO COUNCIL

SUBJECT

Adopt a Resolution Approving Application(s) for "Per Capita" Grant Funds from the California State Department of Parks and Recreation

BACKGROUND

The State of California Department of Parks and Recreation has statewide grant funds available for local governments to rehabilitate, create and improve local parks on a per capita basis. This grant program originates from Proposition 68 (the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018), approved by state voters in June 2018. The funds are available to rehabilitate existing infrastructure and to address deficiencies in neighborhoods lacking access to the outdoors. Sixty percent of the funds are allocated to local governments based on population with a minimum allocation of \$200,000.

To be eligible, projects must be for recreational purposes, either acquisition or development, and grantees are encouraged to partner with other grantees on projects. The Per Capita grant funds must be used to supplement existing expenditures, rather than replace them.

To apply for this non-competitive grant opportunity, the Per Capita program requires that Council adopt the attached Resolution and submit it no later than November 1, 2019. The complete grant application must be submitted by January 31, 2020.

EXISTING POLICY

General Plan, Chapter 3, Goal LT-9, "Adequate and Balanced Open Space - provide and maintain adequate and balanced open space and recreation facilities for the benefit of maintaining a healthy community based on community needs and the ability of the city to finance, construct, maintain, and operate these facilities now and in the future."

Council Policy 7.1.5, "Grants, Donations, Contributions and Sponsorships"

ENVIRONMENTAL REVIEW

Adopting a resolution authorizing staff to submit a grant application alone does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(4) in that it is a fiscal activity that does not involve any commitment to any specific project which may result in a potential significant impact on the environment.

Prior to undertaking, the project(s) for which the grant funds are being sought, the City will perform the necessary environmental review in accordance with the California Environmental Quality Act.

DISCUSSION

One grant application for a single project is planned. A potential project initially identified for the Per Capita grant application are based on scope, location, and timing relative to the grant cycle requirements. Staff is considering use of the grant funding towards one of the following projects: Project 825850 - Relining and Deck Replacement of the Sunnyvale Middle School pool, Project 830340 - Fair Oaks Park Renovation and Enhancement, or Project 820270 - Playground Equipment Replacement.

If all requirements of the grant application are complete and submitted prior to the deadline (January 31, 2020), at least \$200,000 will be awarded. The Per Capita grant funds must be used to supplement, not replace, existing funding sources. During the grant application process (November 1, 2019 to March 31, 2020), the California Department of Parks and Recreation Office of Grants and Local Services will indicate how much funding has been allocated to the City.

The Per Capita Grant program requires that the City Council adopt a Resolution in the form attached. Staff must submit the Resolution to the State no later than November 1, 2019 in order to submit a project application. The Resolution serves two primary purposes:

1. It confirms that the City has the funding to complete, operate and maintain the project to be proposed in the application.
2. It authorizes the City Manager to take all actions and execute all documents necessary to implement the project proposed for grant funding.

FISCAL IMPACT

Projects not serving a "severely disadvantaged community" (median household income less than 60% of the statewide average) have a 20 percent matching requirement, which can be achieved through the budgeted capital project selected for augmentation. Funds must be used to supplement, not supplant, local funds in existence for the proposed project. A budget modification will be prepared to reflect the final grant award.

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, 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 attached Resolution approving the City's application for Per Capita grant funds.
2. Do not adopt the attached Resolution
3. Take other action as directed by City Council.

STAFF RECOMMENDATION

Alternative 1: Adopt a resolution approving the City's application for Per Capita grant funds.

Prepared by: Elijah Mermin, Management Analyst/Grant Writer

Reviewed by: Damon Sparacino, Superintendent of Community Services

Reviewed by: Cherise Brandell, Interim Director, Library and Community Services

Reviewed by: Jennifer Ng, Assistant Director of Public Works/City Engineer

Reviewed by: Chip Taylor, Director, Public Works

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. Resolution Approving Application(s) for Per Capita Grant Funds

DRAFT 9/17/19MCT**RESOLUTION NO. _____****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SUNNYVALE APPROVING APPLICATION(S) FOR PER
CAPITA GRANT FUNDS**

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program, setting up necessary procedures governing application(s); and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the City of Sunnyvale's ("Grantee") Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and

WHEREAS, the grantee will enter into a contract with the State of California to complete project(s);

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

1. Approves the filing of project application(s) for Per Capita program grant project(s); and
2. Certifies that said grantee has or will have available, prior to commencement of project work utilizing Per Capita funding, sufficient funds to complete the project(s); and
3. Certifies that the grantee has or will have sufficient funds to operate and maintain the project(s); and
4. Certifies that all projects proposed will be consistent with the park and recreation element of the City of Sunnyvale's general or recreation plan (PRC §80063(a)); and
5. Certifies that these funds will be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)); and
6. Certifies that it will comply with the provisions of §1771.5 of the State Labor Code; and
7. (PRC §80001(b)(8)(A-G)) To the extent practicable, as identified in the "Presidential Memorandum--Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters," dated January 12, 2017, the City of Sunnyvale will consider a range of actions that include, but are not limited to, the following:

- (A) Conducting active outreach to diverse populations, particularly minority, low-income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.
 - (B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.
 - (C) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.
 - (D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.
 - (E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.
 - (F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.
 - (G) Identifying possible staff liaisons to diverse populations.
- 8. Agrees that to the extent practicable, the project(s) will provide workforce education and training, contractor and job opportunities for disadvantaged communities (PRC §80001(b)(5)); and
 - 9. Certifies that the grantee shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient's annual expenditures (PRC §80062(d)); and
 - 10. Certifies that the grantee has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and
 - 11. Delegates the authority to the City Manager, or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s); and
 - 12. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

13. CEQA. Adopting a resolution authorizing staff to submit a grant application alone does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(b)(4) in that it is a fiscal activity that does not involve any commitment to any specific project which may result in a potential significant impact on the environment. Prior to undertaking the project(s) for which the grant funds are being sought, the City will perform, the necessary environmental review in accordance with the California Environmental Quality Act (CEQA).

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

AYES:
NOES:
ABSTAIN:
ABSENT:
RECUSAL:

ATTEST:

APPROVED:

City Clerk
(SEAL)

Mayor

APPROVED AS TO FORM:

City Attorney



City of Sunnyvale

Agenda Item

19-1012

Agenda Date: 10/8/2019

SUBJECT

Adopt Ordinance No. 3146-19 to amend Title 6 (ANIMALS) of the Sunnyvale Municipal Code

RECOMMENDATION

Adopt Ordinance No. 3146-19

ATTACHMENT

1. Ordinance No. 3146-19



ORDINANCE NO. 3146-19

AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF SUNNYVALE TO AMEND TITLE 6
(ANIMALS) OF THE SUNNYVALE MUNICIPAL
CODE

WHEREAS, the City of Sunnyvale has not completed a comprehensive review of its animal regulations (Title 6 of the Sunnyvale Municipal Code) in over 30 years; and

WHEREAS, the City desires to amend Title 6 of the Sunnyvale Municipal Code relating to Animals to modernize and reorganize the City's animal regulations.

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

SECTION 1. TITLE 6 AMENDED. Title 6 (Animals) of the Sunnyvale Municipal Code is hereby repealed and reenacted to read as follows:

- 6.01 Definitions.
- 6.02 General Regulations.
- 6.03 Sale of Animals.
- 6.04 Dogs.
- 6.05 Impoundment of Animals.
- 6.06 Dangerous or Diseased Animals.
- 6.07 Animal Establishments and Facilities.
- 6.08 Beekeeping Standards.
- 6.09 Small Animals and Livestock.
- 6.10 Enforcement, Violations, Penalties.

Chapter 6.01.

DEFINITIONS

6.01.010. Definitions.

The definitions set forth in this section govern the application and interpretation of this title.

(a) "Abandoned animal" means an animal that is left without proper and necessary care, including but not limited to proper and adequate food, water, shelter or veterinary care for the animal's well-being for twenty-four (24) hours or an unreasonable period of time as determined by an animal control officer, police officer, or other safety officer. "Abandoned animal" shall also mean any animal lawfully impounded by the city for which the owner or custodian has not paid fees, rates or charges relating to the detention of the animal.

(b) "Administrator" means the person authorized by the city manager, by designation, delegation or contract, to administer or enforce the provisions of

this title and applicable state laws pertaining to the care, destruction, impoundment, licensing, and treatment of animals.

(c) “Animal” includes but is not limited to any mammal, fowl, bird, reptile, or fish.

(d) “Animal control officer” means any person authorized by the administrator to enforce the provisions of this title and applicable state laws pertaining to the care, destruction, impoundment, licensing, and treatment of animals.

(e) “Animal menagerie” means any place where wild, exotic or inherently dangerous animals are boarded, trained, exhibited, kept, kept for hire, or maintained for any commercial purpose.

(f) “Animal rescuer” or “animal rescue” means any person or organization that provides temporary housing and care for domestic animals with the purpose of placing those animals with a new and permanent owner and that provides evidence satisfactory to the administrator of a history of active placement or an affiliation with a recognized organization with a history of active placement.

(g) “Animal shelter” means a facility operated by a public entity or by an accredited, tax-exempt humane organization for the purpose of impounding, harboring, selling, placing, or destroying seized, stray, distressed, homeless, abandoned, or unwanted animals.

(h) “At large” means the presence of any animal when it is off the premises of its owner or custodian and not restrained by a six-foot (6’) leash under the control of a person physically capable of restraining control of the animal, or when it is on the premises of its owner or custodian and not restrained by a six-foot (6’) leash, fence or other adequate enclosure sufficient to prevent ingress and egress of the animal, or when it is not under the control and/or the immediate presence of its owner or custodian.

(i) “Attractant” means any substance which could reasonably be expected to attract an animal or does attract an animal, including, but not limited to, garbage, food products, pet food, feed, grain, or salt.

(j) “Bees” mean honey-producing insects of the species *Apis Mellifera*, including the adults, eggs, larvae, pupae, or other immature states thereof, together with such materials as are deposited into hives by their adults, except honey and rendered beeswax.

(k) “Building” means any structure having a roof supported by columns or walls for the shelter, housing or enclosure of persons, animals, chattels or property of any kind.

(l) “Cat” means a domesticated feline (*felis catus*).

(m) “Collar” means a well fitted device, worn around the neck, appropriate to the age and size of the animal.

(n) “Custodian” means any person who is not the owner, but has been entrusted by the owner to provide care for or have control of an animal, or to act on the owner’s behalf, financially or otherwise.

(o) “Dangerous animal” means any animal, except a police dog, which:

(1) Without provocation inflicts bites on a human or a domestic animal while on public or private property;

(2) Without provocation chases or approaches humans or domestic animals on the streets, sidewalks, or any public grounds in a threatening manner or apparent attitude of attack;

(3) Has a known propensity, tendency or disposition for unprovoked attack, causing injury or threatening the safety of humans or domestic animals;

(4) Has been declared potentially dangerous, dangerous or vicious in another jurisdiction;

(5) Is not licensed pursuant to state, county or city law; or

(6) Has been certified by a doctor of veterinary medicine, after observation thereof, as posing a danger to human life or property if not kept in the manner required by this title upon the basis of reasonable medical probability.

Any animal demonstrating behavior described in (1), (2) or (3) shall be rebuttably presumed dangerous.

(p) “Dog” means a domesticated canine (*canis familiaris*).

(q) “Dwelling unit” means one or more rooms designed as a unit for occupancy for the purpose of cooking, living and sleeping.

(r) “Exhibition” means any organized animal conformation or agility type competition registered or chartered with a nationally recognized organization.

(s) “Fowl” means any domesticated bird such as a chicken, duck, goose, guinea fowl, peafowl, peacock, turkey, dove, pigeon, game bird or similar bird.

(t) “Grooming parlor” means any commercial place where animals are trimmed, bathed, or groomed.

(u) “Health officer” means the county of Santa Clara director of public health or any other person duly authorized to act on behalf of the health officer.

(v) “Hive” means any movable frame box designed and used for keeping bees and/or storage of honey, having no more than one bee entrance, one brood chamber, and four honey storage (“super”) chambers.

(w) “Kennel” means any building, structure, enclosure or premises whereupon or within which five or more dogs or cats or both dogs and cats are kept for any reason or purpose. The term does not include dogs or cats under one hundred twenty (120) days of age. “Kennel” also includes any person or facility that maintains such animals for commercial breeding to sell, individually or in litter lots; allow the parturition or rearing of more than one (1) litter from all dogs and cats on the premises in any twelve (12) consecutive months; or boards, trains or hires dogs and/or cats for compensation. Animal hospitals with a valid veterinary premise permit maintained by a veterinarian licensed by the State of California as part of the practice of veterinary medicine or animal shelters are not kennels.

(x) “Livestock” means all domestic or domesticated bovine, equine, caprine, ovine, porcine, corvine and ratite animals.

(y) “Owner” or “ownership” means any person who owns an animal, or who harbors, keeps or has possession or custody of an animal for five (5) or more consecutive days. All adults over eighteen (18) years of age residing at the same property address shall be rebuttably presumed to be the owner of any animal owned, possessed, harbored or controlled on the property.

(z) “Person” includes any individual, firm, association, organization,

partnership, business trust, corporation or company.

(aa) “Pet” means any animal kept for pleasure rather than utility.

(bb) “Pet shop” means a person or facility that obtains or keeps live animals for sale, exchange, barter, or hire to the general public as a principal or agent, or on consignment.

(cc) “Police dog” means any dog, especially trained for assistance to law enforcement officers, which is under the control of a law enforcement officer in the performance of official duties, including training and exercise.

(dd) “Premises” means any lot, parcel of land, or building owned, leased or rented by a person.

(ee) “Service animal” means an animal specially trained to perform tasks for an individual with a disability, and as defined in the Americans with Disabilities Act.

(ff) “Small animal” includes but is not limited to hares, rabbits, chickens, turkeys, geese, ducks, doves, pigeons, game birds or other fowl.

(gg) “Vaccination” means a protective inoculation against rabies with an anti-rabies vaccine recognized and approved by the California Department of Public Health.

(hh) “Veterinary hospital” means any establishment maintained and operated by a veterinarian licensed by the State of California for the care and treatment of animals.

(ii) “Wild animal” means any wild, exotic, dangerous or venomous animal. The term wild animal shall not include bees when kept in conformance with the standards set forth in Chapter 6.08.

(jj) “Zoo” means any organization which exhibits animals to the general public at regular specified hours, equaling at least thirty (30) hours a week for thirty-six (36) weeks a year, and whose animals, whether maintained for exhibit purposes or not, are not for sale to private individuals.

Chapter 6.02.

GENERAL REGULATIONS

6.02.010. Proper and adequate care of animals.

It is unlawful for any person to keep, use, or maintain any animal without proper and adequate care in violations of any of the provisions in this section. The keeping of small animals shall be in accordance with Chapter 6.09.

(a) Food and feeding.

(1) The animal must be provided wholesome food of sufficient quantity and nutritive value to maintain a healthy body weight, and meet the normal daily requirements for the condition and size of the animal.

(2) The food receptacle must be accessible to the animal and placed in a location to minimize contamination from excreta and insects. Feeding pans must be durable and kept clean. Disposable food receptacles may be used and must be discarded after each feeding. Self-feeders may be used for dry food and must be

sanitized regularly to prevent molding, deterioration, or the dense compaction of food.

(3) Spoiled or contaminated food must be disposed of promptly and in a sanitary manner.

(4) All dry food intended for use as food for animals must be kept in metal containers with tightly fitted metal covers or other containers constructed to keep out vermin and wild animals.

(b) **Water.**

(1) The animal must have access to clean potable water at all times unless restricted for veterinary care. If the water is kept in a container, the container must be designed to prevent tipping and spilling of the water or be secured to either a solid structure or the ground.

(2) Water containers must be clean and must be emptied and refilled with fresh water every twenty-four (24) hours or alternatively if the water is provided by an automatic or demand device, the water supply connected to the device must function twenty-four (24) hours a day.

(c) **Veterinary treatment.** The animal must receive veterinary treatment from a veterinarian licensed by the State of California when such treatment is necessary to alleviate the animal's suffering or prevent transmission of disease.

(d) **Exercise.** The animal must be provided the opportunity to exercise in order to maintain normal muscle tone and mass for the age, size, and condition of the animal.

(e) **Dog confinement.** No dog may be tethered, fastened, chained, tied, or restrained to a shelter, tree, fence, or any other stationary object, except in accordance with Penal Code Section 597t and Health and Safety Code Section 122335, as may be amended from time to time.

(f) **Shelter.** Any animal maintained outdoors must have adequate shade and shelter such that the animal can protect itself from the elements. Such shelter must be:

(1) Accessible to the animal at all times;

(2) Situated to prevent exposing the animal to unreasonably loud noise, teasing, abuse or injury by another animal or person;

(3) Of adequate size inside and outside the shelter to allow the animal to stand up, sit, turn around freely and lie down in a normal position; defecate and urinate away from its confinement; and safely interact with any other animal;

(4) Adequately lighted to provide regular diurnal lighting cycles of natural or artificial light uniformly diffused throughout the shelter, and sufficient illumination for routine inspections and care of the animal;

(5) Supplied with clean and dry bedding material or other means of protection from the weather elements to maintain the shelter at a temperature that is not harmful to the health of the animal;

(6) Constructed with at least five (5) sides including a roof and floor. The floor must be raised off the ground; be free of cracks, depressions and rough areas where insects, vermin or eggs for internal parasites may lodge; and protect

the animal's legs and feet from injury; and

(7) Cleaned and maintained in a manner designed to ensure sanitary conditions and to control for insects, ectoparasites, and other pests. Carcasses, debris, food waste, excreta, and other like material must be removed from the shelter as often as necessary to minimize unreasonably obnoxious odor, allergen, pests, and the risk of disease. If the animal is confined within the shelter during cleaning, the animal may not be exposed to any cleaning agents or water. Rugs, blankets, or other bedding material must be kept clean and dry.

(g) **Sanitation.** It is unlawful for unsanitary conditions to exist on the premises where any animal is kept which would cause odors, attract flies or vermin, or otherwise be injurious to public health and safety, offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property by others.

(h) **Chain collar prohibited.** It is unlawful for any person to use a chain as a collar for any animal except during training sessions under the direct supervision of the owner or custodian.

6.02.020. Maximum number of dogs, cats, or litters.

(a) It is unlawful for any person to maintain, at any dwelling unit, more than any of the following combination of dogs and cats:

Zero (0) adult dogs and four (4) adult cats; or

One (1) adult dog and three (3) adult cats; or

Two (2) adult dogs and two (2) adult cats; or

Three (3) adult dogs and one (1) adult cat; or

Four (4) adult dogs and zero (0) adult cats.

(b) No person may allow the parturition and rearing of more than one (1) litter from all dogs and cats on any premises, including a dwelling unit, in any consecutive twelve-month (12) period except under the following circumstances:

(1) A premise maintained by a veterinarian licensed by the State of California for the practice of veterinary medicine;

(2) A kennel, pet shop, or animal menagerie in possession of a valid permit from the administrator; or

(3) An animal shelter or animal rescue.

6.02.030. Animals in vehicles.

(a) It is unlawful for any person to transport or carry any animals in a motor vehicle on any public highway or roadway located within city limits unless the animal is safely enclosed inside the passenger area of the vehicle or by means of a container, cage or other device which will prevent the animal from falling from, jumping from or being thrown from the vehicle while the vehicle is in motion.

(b) It is unlawful for any person to leave any animal in an unattended motor vehicle without adequate ventilation or in such a manner as to subject the animal to extreme temperatures that may adversely affect the health or well-being of the animal.

(c) An animal control officer, police officer, or other safety officer is

authorized to use reasonable force to remove an animal from a vehicle when it appears that the animal's health, safety or welfare is endangered.

6.02.040. Nuisances by animals.

(a) It is unlawful for an owner or custodian to permit an animal to engage in any of the following acts:

(1) Defecate on property other than the private property of the animal's owner or custodian without immediately removing the feces to a proper receptacle. This requirement does not apply to persons with visual disabilities using seeing-eye guide dogs.

(2) Walk on public property or upon the private property of another without the owner or custodian carrying, at all times, a suitable container or instrument for the removal and disposal of dog or animal feces.

(3) Obstruct the reasonable and comfortable use of public or private property by chasing vehicles, or molesting passersby.

(4) Attack other humans or animals.

(5) Damage private or public property.

(6) Run at large while in the stage of heat, or while receptive to mating.

(7) Bark, bay, cry, howl, or make any other noise continuously and incessantly for a period of ten (10) minutes within any fifteen-minute (15) period, or intermittently for one-half hour or more, to the disturbance of any other person. The issuance of a citation shall be within the discretion of an animal control officer, police officer, or other safety officer.

(b) Every owner or custodian shall:

(1) Prevent such animal from biting or physically harassing any person engaged in a lawful act and from interfering with the lawful use of public or private property;

(2) Prevent such animal from causing substantial injury to another domestic animal while such domestic animal is lawfully upon public or private property. Substantial injury means any injury which warrants veterinary treatment or results in death; and

(3) Desist from commanding or provoking such animal to attack, sic or threaten a person when such person is peaceably and lawfully upon public or private property.

(c) It is unlawful for any person to keep any animal within the city in such a manner that the same becomes or is a nuisance.

(d) Any violation of this section is hereby declared to be a public nuisance.

(e) An animal control officer, police officer, or other safety officer may impound any animal causing a public nuisance.

(f) Nothing in this section shall require or prevent the use of nuisance abatement procedures for violations of this section.

(g) Any private person may maintain an action under Civil Code Section 3493, as may be amended from time to time, for compliance with the requirements of this section.

6.02.050. Ban on feeding wild animals.

(a) It is unlawful for any person to feed or in any manner provide an attractant to wild animals, including birds.

(b) No person may leave, store, or maintain any attractant, or scatter food, seed, or other forms of matter edible to animals in a location and manner accessible to any wild animal or bird.

(c) The prohibitions in subsections (a) and (b) do not apply to:

(1) Any person who is the legal owner of the wild animal and the wild animal is kept under a valid license or permit issued by the California Department of Fish and Wildlife, and in compliance with all applicable laws;

(2) Any person who feeds or provides an attractant to a trapped injured or unweaned wild animal between the time that the agency charged with animal control or its designated agent is notified of the wild animal and the wild animal is picked up by said agency;

(3) A wildlife rehabilitator operating under a valid permit from the California Department of Fish and Wildlife;

(4) Any person who is using an attractant to trap an animal in a legally authorized or permitted manner; or

(5) Any person with a bird feeder provided the feeders are suspended on a cable or other device to make them inaccessible to wild animals and the area below the feeders are kept free from the accumulation of seed debris.

6.02.060. Taking up stray animals.

Any person who finds any animal which has strayed or is running at large may take possession of and hold the animal; provided however, that they notify the department of public safety within two (2) hours that such animal is in his or her possession, give full information in regard to the animal, and surrender it to the animal control officer upon demand.

6.02.070. Animal bites, reports, quarantine and violations.

(a) Any person having knowledge that an animal is known to have or is believed to have bitten any person or to have had direct contact with rabies-suspect animals must immediately report the basis for such knowledge or belief to an animal control officer or the administrator.

(b) Upon receipt of such a report, an animal control officer may seize and quarantine the animal, or order the animal quarantined on the owner or custodian's premises, for a period as may be prescribed by the Santa Clara County Public Health Department or California Department of Public Health. An animal control officer may order either the owner or custodian to quarantine the animal on the premises of the owner or custodian. No animal shall be removed or released during the quarantine period without permission of the animal control officer. Any animal that dies or is destroyed while under quarantine may be required to be submitted to the laboratory of the Santa Clara County Public Health Department or other process required by law for rabies examination.

(c) It is unlawful for any person to fail, refuse, or neglect to quarantine any animal as ordered by an animal control officer, or to refuse to allow the animal

control officer to inspect any private premises where the quarantined animal is kept.

(d) The administrator may charge a fee, as set forth in a resolution adopted by the city council, to recoup the costs of quarantining animals and inspections for quarantine of animals. Any fee charged shall be paid by owner or custodian of the animal, and shall be in addition to actual costs of housing, feeding and otherwise caring for a quarantined animal.

6.02.080. Disposal of dead animals.

(a) Upon the death of any animal, the owner or custodian shall, within twenty-four (24) hours, provide for the burial, incineration, or other disposition of the body of such dead animal in a safe and sanitary manner. If the owner or custodian is unable to provide for burial or other disposition, he or she may request an animal control officer to dispose of the body.

(b) Upon learning that the body of a dead animal has not been disposed of in a safe and sanitary manner, an animal control officer may dispose of such body as soon as practical; provided, however, that an animal control officer shall not be required to remove and dispose of bodies of dead animals on state highways or on state or county property.

(c) The administrator may charge a fee, as set forth in a resolution adopted by the city council, to recover the costs of transport and removal of dead animals.

6.02.090. Wild, exotic or nondomestic animals in captivity.

(a) It is unlawful for any person to have, keep, maintain, sell, trade or let for hire any wild, exotic, inherently dangerous, or nondomestic animal without first applying for and receiving special authorization from the administrator. The keeping or maintenance of such animals shall comply with all applicable zoning requirements.

(b) The administrator may authorize the keeping or maintaining of any wild, exotic, inherently dangerous or nondomestic animal when, as determined by the administrator, any such animal may be kept or maintained without endangering the safety of any person or property. The administrator may require any such animal to be properly caged, tethered, or restrained, may impose additional requirements that he or she deems necessary and appropriate. The administrator may revoke such authorization if he or she determines the safety of any person or property is endangered by the keeping of any such animal. The owner may appeal such determination as provided in Section 6.10.030.

(c) Exceptions. The provisions of this section shall not be applicable to licensed circuses, carnivals, zoos or other collections of wild animals under jurisdiction of a city, county, state, or federal government.

6.02.100. Animal traps.

It is unlawful for any person to use, install or make operable any body gripping trap including steel-jawed, leg-hold, saw-toothed, spike-jawed traps, or snares.

6.02.110. Poisoning domestic animals.

Pursuant to California Penal Code Section 596, as may be amended from time to time, it is unlawful for any person to willfully administer poison to any domestic animal or to willfully place, expose or leave poisonous or harmful substances of any kind in any place with intent to injure or kill any domestic animal.

6.02.120. Abandoned animals.

It is unlawful to abandon any animal in the city.

6.02.130. Interference with police dogs.

It is unlawful for any person to injure, torture, tease, beat, kick, strike, mutilate, disable, kill, or otherwise interfere with any police dog.

Chapter 6.03.

SALE OF ANIMALS

6.03.010. Sale of cats or dogs.

(a) It is unlawful for any person or establishment, other than an exempt establishment listed in California Penal Code Section 597z (c), as may be amended from time to time, to sell, barter, exchange, offer for adoption or otherwise transfer ownership, whether or not for compensation, any dog or cat under eight (8) weeks of age. Proof of age of the dog or cat may be required by the administrator. Proof of age may include, but not limited to, a certification by a veterinarian licensed by the State of California attesting to the animal's age.

(b) No person shall sell, barter, exchange or offer for adoption, whether or not for compensation, any dog or cat to any person who is under the age of eighteen (18) years without the written permission of the minor's parent or legal guardian.

(c) All sales of dogs and cats shall be in accordance with state law.

6.03.020. Immunization.

It is unlawful for any person to display, sell, exchange, barter, give away, or otherwise transfer ownership of any dog or cat over eight (8) weeks of age, unless the dog or cat has been immunized against common diseases. Dogs must be immunized against distemper and parvovirus. Cats must be immunized against pan-leukopenia. The person transferring ownership of a dog or cat must provide the person acquiring the dog or cat, at the time ownership is transferred, a signed statement attesting to the date of vaccination and the known state of the animal's health. Such statement must include the animal's immunization history, and the record of any known disease, sickness, or internal parasites that the animal is afflicted with at the time of transfer of ownership including treatment and medication.

6.03.030. Return of dog or cat.

Any person purchasing a dog or cat may, within five (5) days of such purchase, cause such animal to be examined by a veterinarian licensed by the State of California, and if such examination reveals clinical signs of a contagious or infectious disease or serious congenital defects, not otherwise disclosed to the purchaser as required by Section 6.30.020, the purchaser may, within one (1) day of the examination, return such animal to the seller. When returned, such animal must be accompanied with a written statement of findings signed by the attending veterinarian stating the examination findings. Upon return of such animal for the reasons stated in this section, the seller must accept the returned animal and reimburse the purchaser for the cost of the animal. If the seller refuses to accept the returned animal or to reimburse the purchaser for the cost of the animal upon purchaser's offer to return it, the purchaser may file a complaint with the Santa Clara County Superior Court stating the cause of action for violation of this section.

6.03.040. Location of sale.

It is unlawful for any person to display for sale, sale, offer for sale, exchange, barter, or give away any animal except in the following locations:

- (a) An animal establishment operating pursuant to Chapter 6.07;
- (b) A private residence; or
- (c) Agricultural shows or agricultural exhibits.

6.03.050. Raffle of animals.

It is unlawful for any person to raffle, give away, or otherwise offer for a prize or fundraiser any live animal. The term "offer" includes when the live animal is redeemed at another location or time.

Chapter 6.04.

DOGS

6.04.010. License required.

(a) It is unlawful for any person to own, maintain or board any dog four (4) months of age or older that has not been licensed pursuant to the provisions of this title, except a license is not required in the following circumstances:

(1) A dog owned, maintained by, or under the control of a nonresident of the city which is kept in the city for thirty (30) or fewer days in any twelve (12) month period;

(2) Dogs temporarily brought into the city for entry into an event, show, or exhibition scheduled nor more than fifteen (15) days thereafter; or

(3) Dogs in animal shelters, animal hospitals, animal rescues, or animal establishments, unless the dog is owned by a person that owns or works at the facility or organization.

(b) Any dog that is not properly licensed in accordance with this part is rebuttably presumed to be an unvaccinated dog and may be subject to the seizure and impoundment procedures set forth in Chapter 6.05 of this title.

6.04.020. License fees.

(a) Dog license fees, including reduced fees for spayed females or neutered males, for each dog within the city shall be established from time to time by a resolution adopted by the city council. Dog license fees shall not be refundable in whole or in part.

(b) The administrator may require the submission of a certificate by a veterinarian licensed by the State of California stating that a dog has been spayed or neutered, or cannot be spayed or neutered for health reasons, or is incapable of breeding, prior to issuance of a license at a lesser fee.

(c) A late license fee shall be set by resolution adopted by the city council and may be imposed for any license required by this section when obtained:

(1) More than thirty (30) days after the date that the dog became four (4) months old;

(2) More than thirty (30) days after the date that the adult dog was acquired or brought into the city; or

(3) More than thirty (30) days after notice to the owner to obtain a license or thirty (30) days after expiration of a license.

(d) Licenses and tags shall be issued upon written request without charge for dogs honorably discharged or released from the services of the Armed Forces of the United States, dogs principally used as service animals as defined in the Americans with Disabilities Act, and police dogs.

(e) The administrator may waive the license fee for only one (1) spayed or neutered dog kept in a residence where the owner of the dog is over sixty-five (65) years of age.

6.04.030. Vaccination condition to license issuance.

Prior to the issuance of any license, it shall be necessary that the dog licensed shall be vaccinated with anti-rabies vaccine as provided in Section 6.04.080 which is effective and recent enough to provide protection against rabies for the license period.

6.04.040. Issuance of license.

(a) An application for a dog license or renewal, together with any required license fees and a current and valid rabies vaccination certificate must be filed with the administrator in a form or format determined by the administrator.

(b) The administrator may only issue a dog license upon payment of the required license fee and the presentation of a current and valid rabies vaccination certificate.

(c) Licenses shall state the name and address of the person to whom the license is issued, the amount paid, the date of issuance and expiration thereof, the date of expiration of the vaccination, a description of the dog for which such license is issued, and the identification number of the metallic tag accompanying the same.

6.04.050. Metal tags.

(a) With each dog license, the administrator shall issue a metal tag bearing an identifying number and the words and letters "Sunnyvale" or "SV".

(b) Any person who owns, maintains, or boards a dog shall cause the dog to wear the metal tag issued for it at all times, except when being shown at a dog show, exhibition or event.

(c) In the event that it is necessary to issue a replacement tag, a fee, as set forth in a resolution adopted by the city council, shall be charged to the owner.

(d) The metal tag issued pursuant to this title may not be attached to a dog other than the dog for which the tag was issued.

(e) Police dogs are exempt from the requirement of wearing the issued metal tag.

6.04.060. Record of licenses and presentation on request.

(a) The administrator shall keep a record of all licenses issued with a description of the dog for which such license is issued.

(b) The owner or custodian of the dog must present the license for that dog upon request of the animal control officer or any person authorized to enforce this title.

6.04.070. License period.

(a) The term of any dog licenses shall commence on the date of issuance, and shall be valid for a term equal to or less than the remaining duration of the dog's current rabies vaccination.

(b) An application for the renewal of any license must be filed with the administrator prior to the expiration of the license.

(c) The new license period begins on the expiration date of the previous license period irrespective of the application date for the license renewal.

6.04.080. Vaccination of dogs.

(a) Every person who owns, maintains or boards a dog four (4) months of age or older must cause the dog to be vaccinated or revaccinated with a state-approved anti-rabies vaccine within the time period prescribed by the state law or regulation.

(b) A veterinarian must certify the vaccination in accordance with Section 6.04.090.

(c) Compliance with the provisions of this section is a condition precedent to the issuance or renewal of any dog license.

6.04.090. Vaccination certificate.

(a) A veterinarian who vaccinates any dog, for whom a license is required under this title, with an anti-rabies vaccine, or causes or directs such vaccination, must complete and sign a rabies vaccination certificate to certify that the dog has been vaccinated.

(b) The rabies vaccination certificate must include all information required by state law, including:

(1) The name, address, and telephone number of the owner of the dog;

(2) A description of the dog, including its breed, color, age, sex, and

spay or neuter status;

- (3) The date of the vaccination;
- (4) The type of rabies vaccination administered; and
- (5) The expiration date of the vaccination and lot number.

(c) If the veterinarian who vaccinates the dog is located within the city, the veterinarian must submit a current and valid rabies vaccination certificate to the administrator within thirty (30) days from the date that the dog was vaccinated.

(d) If the dog that is subjected the licensing requirements is vaccinated for rabies by a veterinarian located outside the city, the owner must submit a copy of the vaccination certificate to the administrator within thirty (30) days from the date that a dog is vaccinated or brought into the city, whichever date is later.

6.04.100. Restraint of dogs.

(a) The dog owner or custodian must keep the dog confined to property owned or controlled by that person. Confinement shall be accomplished by means of a substantial fence or similar enclosure of sufficient strength and height to prevent the dog from escaping, or from extending its head through the enclosure so as to constitute a threat to any person or animal in the area adjoining the enclosure; or by keeping the dog inside a house or other building.

(b) The dog owner or custodian must keep the dog under direct physical restraint by means of a leash not to exceed six (6) feet in length when the dog is on any public street, public sidewalk, other public place, at any event on public property, or at any private place or property or common area of any planned development.

(c) The restraint requirements specified in subsections (a) and (b) do not apply to:

- (1) Service dogs while such dogs are performing their duties;
- (2) Police dogs;
- (3) Dogs being trained for any of the above purposes on private land with permission of the landowner, as long as such dogs are under direct control of either the dog owner or custodian to assure that the dog does not violate any other provision of law;
- (4) Dogs subject to regulation under Chapter 6.06 of this title;
- (5) Dogs participating in field or obedience trials or exhibitions located on a public place and approved by the city;
- (6) Dogs within a posted off-leash area located in any city owned land, as established by the city council or parks division, provided however, that the dog owner or custodian shall comply with all rules posted for such off-leash area and that nothing herein relieves either the dog owner or custodian from the responsibility to maintain proper control over the dog; or
- (7) Dogs, while in the performance of their duties, as part of an operation commissioned by the city for grazing and vegetation management at city facilities.

6.04.110. Impound and seizure of dogs.

- (a) An animal control officer shall not seize or impound any dog for

running at large in violation of this section when the dog has not strayed from and is upon private property owned by the dog owner or custodian, or upon private property to which the dog owner or custodian has a right of possession, and the owner is physically present.

(b) A dog that has strayed from but then returned to the private property of its owner or custodian shall not be seized or impounded merely for violation of this section, but in such case, a citation for such violation may be issued; provided, however, that if in such situation the owner or custodian is not available at the premises, the dog may be impounded, but the animal control officer shall post a written notice of the impound in a conspicuous place at the owner or custodian's residence. The notice shall state where the dog is being held, the name, address, and telephone number to contact regarding release of the dog, and an indication of the ultimate disposition of the dog if no action to regain it is taken within a specified period of time.

(c) This section shall not otherwise affect the authority of an animal control officer to seize or impound an animal or issue citations as a result of the violation of other sections of this title.

6.04.120. Dogs in posted off-leash areas.

(a) It is unlawful for any dog owner or custodian to permit the dog to be unrestrained on a posted off-leash area in violation of this section.

(b) The dog owner or custodian must comply with all of the following conditions:

(1) No dog may be in a posted off-leash area except when in the charge, care, custody, or control of a person at least thirteen (13) years old.

(2) No animals other than dogs may be in any posted off-leash area.

(3) Dogs are only permitted in the posted off-leash area during posted hours of operation.

(4) No person may have more than two (2) dogs in a posted off-leash area at any one time.

(5) Any dog in a posted off-leash area must be at least four (4) months of age, vaccinated for rabies, and currently licensed by the city or other jurisdictions. Any dog over 18 months of age in a posted off-leash area must be spayed or neutered. All persons entering the posted off-leash area are responsible for ensuring that their dog is not sick, in heat, injured, less than four (4) months of age, or displaying aggressive behavior toward other dogs or humans in the posted off-leash area.

(6) Any person having charge, care, custody, or control of a dog in a posted off-leash area must:

(A) Carry at all times a suitable container or other suitable instrument for the removal and disposal of dog waste;

(B) Promptly remove and properly dispose of any waste deposited by the dog;

(C) Quiet or remove the dog if it disrupts or disturbs the reasonable and comfortable use of the area;

(D) Have in his or her possession a leash for the dog that

must be worn by the dog, and physically held by the owner or custodian, at all times the dog is not in the posted off-leash area; and

(E) Comply with all other applicable state and local laws, including without limitation those contained in this title that govern the health, safety, and maintenance of dogs.

(c) Compliance with this section does not relieve any person of liability for damages arising out of his or her use of a posted off-leash area.

Chapter 6.05.

IMPOUNDMENT OF ANIMALS

6.05.010. Stray animals—Impoundment.

The animal control officer shall take up and impound all stray animals.

6.05.020. Impounded animals—Fees for keeping or quarantine.

An impoundment or quarantine fee, or both, as set forth in a resolution adopted by the city council, shall be charged to the owner or custodian of an animal impounded to defray the costs of impoundment, and a fee for any actual costs of keeping and caring for the animal, shall be charged to the owner or custodian of an animal impounded.

6.05.030. Impounded animals—Record.

The administrator shall keep a record of all animals impounded which shall show the date of impoundment, license tag number, if any, and the date and manner of its disposal. If the animal is redeemed or sold, the administrator shall keep a record of the name and address of the person by whom redeemed or purchased, the amounts of all fees and other moneys received or collected, and the disposition thereof.

6.05.040. Redemption of impounded animals.

The administrator or animal control officer may permit an owner or custodian to redeem the animal. No animal may be redeemed without payment of the fees for impounding and keeping the animal, and without compliance with the licensing provision of this title.

6.05.050. Impounded animals—Disposition.

(a) When any licensed or registered animal is impounded, such fact shall be noted and entered in the records of the animal shelter. The animal control officer or administrator shall also notify in writing the owner or custodian of the impounded animal, if known, by either posting a written notice of the impound in a conspicuous place at the owner or custodian's residence, or delivering the notice to the owner or custodian personally or by United States mail.

(b) No animal may be disposed of until the completion of the state-mandated holding period, as may be amended from time to time.

(c) Notwithstanding the foregoing, if an animal which has been

determined by a veterinarian licensed by the State of California or by other city personnel authorized by the administrator to be diseased or injured to the extent that emergency veterinary care will not alleviate the animal's intense suffering, the animal may be disposed of or destroyed in accordance with state law.

6.05.060. Impounded animals—Care.

The administrator shall assure that all impounded animals are provided with suitable and adequate food, water and shelter.

6.05.070. Summary seizure and post-seizure hearing.

(a) In addition to any other authority contained in this title, including but not limited to the authority vested in the animal control officer by Chapter 6.06 to seize and impound certain animals whether or not in the presence of the owner or custodian, the animal control officer may seize and impound an animal for violation of any provision of this title or state law prior to a hearing in any of the following situations where the owner or custodian is not present and where the officer reasonably believes it is necessary:

(1) To protect public health, safety and property;

(2) To protect an animal which is injured, sick or starving and must be cared for; or

(3) To protect an animal from injury which has strayed onto public property or public right-of-way.

(b) Any owner pursuant to this section who wishes to challenge the impoundment may appeal such impoundment in writing, delivering such appeal and request for a hearing, either personally or by mail, to the administrator within seventy-two (72) hours of the seizure and impoundment. The written appeal and request for hearing must be received by the administrator within said seventy-two (72) hour period. The administrator shall promptly set the time and place for the hearing and shall cause notice of such hearing to be deposited in the mail or hand delivered to the party requesting the hearing at least five (5) days before the date of the hearing. The hearing shall be conducted as set forth in Section 6.06.020.

Chapter 6.06.

DANGEROUS OR DISEASED ANIMALS

6.06.010. Dangerous or diseased animals – Generally.

(a) It is unlawful for any person owning or having charge of any dangerous animal to permit such animal to remain within the city unless and until such person has obtained a dangerous animal permit.

(b) It is unlawful for any person owning or having charge of any animal that is infected with any disease which may be transmitted to humans or which constitutes a public health hazard to permit such animal to remain within the city other than at an approved veterinary hospital, unless the animal control officer or administrator approves an alternate means of confinement. The animal control officer or administrator is hereby empowered to impound and destroy any animal

not kept in compliance with this section.

(c) The animal control officer shall be empowered to seize any animal the officer reasonably believes to be infected with a disease transmittable to humans or dangerous or to have bitten any person. The animal control officer shall quarantine such animal in the animal shelter long enough to investigate, observe, examine, and determine whether it is diseased or dangerous so as to be a threat to public health, or safety.

(d) In the alternative, the animal control officer may require the owner or custodian to quarantine such animal in an approved enclosure upon the owner or custodian's property, or at an approved kennel, animal shelter, or veterinary facility during such time that a determination is being made.

(e) Seizure, impound, and disposition of diseased or dangerous animals is subject to the notice and hearing procedures in this chapter.

6.06.020. Determination of threat to public health and safety.

(a) Any animal demonstrating conduct which fits that described under Section 6.01.010(o) or which is suspected of being infected with any disease which may be transmitted to humans shall be impounded by or surrendered to the animal control officer or administrator, or quarantined upon the owner or custodian's property in an approved enclosure, as directed by the animal control officer.

(b) A determination as to whether or not such dangerous or diseased animal poses a threat to the public health and safety shall be made by the animal control officer. Upon such determination, the animal control officer may take no further action against the animal and its owner; may issue a formal warning notice; may require that the animal be permanently removed from the city; may decide that the owner will lose all rights of ownership and control of the animal; may require that the animal owner secure a permit to keep such animal; or may order the animal destroyed. The animal control officer shall notify the owner in writing of this determination and the owner's right to appeal.

(c) Any owner of an animal who is dissatisfied with the determination made by the animal control officer may appeal such determination in writing, within seventy-two (72) hours, to the administrator. Upon receipt of such request, the administrator shall conduct a hearing to determine if the animal is dangerous, as defined, and/or poses a threat to public health and safety. If the animal has been surrendered to or impounded by the animal control officer or administrator, the hearing shall be held within ten (10) days, not including weekends or holidays, after receipt of the request. Where the animal has not been surrendered to or impounded by the animal control officer or administrator, the administrator shall promptly set a time and place for the hearing and shall cause notice of the hearing to be deposited in the mail or hand delivered to the owner at least five (5) days before the date of the hearing.

(d) At the hearing, the owner may be represented by counsel, may present oral and written evidence, and may cross-examine witnesses. Strict rules of evidence shall not apply. Any relevant evidence may be admitted if it is of a type upon which reasonable persons are accustomed to rely in the conduct of serious affairs. The decision of the hearing officer must be supported by the weight of the

evidence and shall be final.

(e) On the basis of evidence produced at the hearing, the hearing officer may take no further action against the animal and its owner; may require that the animal be permanently removed from the city; may decide that the owner will lose all rights of ownership and control of the animal; may require that the animal owner secure a permit to keep such animal; or may order the animal destroyed. The hearing officer shall give written notice to the owner and to the city of the decision within fifteen (15) days of the hearing. Service of the decision may be served either personally or by first-class mail, postage prepaid.

(f) The owner has five (5) business days upon service of the hearing officer's decision to appeal the decision to the Santa Clara County Superior Court pursuant to Food and Agriculture Code Section 31622, as may be amended from time to time. The hearing officer's decision will be deemed final if no appeal is filed on or before the expiration of the appeal period. The owner must also provide notice of the appeal to the administrator within five (5) business days upon service of the hearing officer's decision.

6.06.030. Permit for dangerous animal.

(a) It is unlawful for any person to keep, have, maintain, sell, or trade any dangerous animal within the city without first obtaining a permit from the administrator. Such permit may be valid for up to twelve (12) months from the date of issuance and must be renewed at the end of the calendar year in which the permit is issued for so long as the dangerous animal remains within the city limits.

(b) No permit shall be required of any zoo, university, college, governmental research agency, or other bona fide scientific institution, as determined by the administrator, engaging in scientific or public health research.

(c) All dangerous animal permits shall be issued in accordance with requirements, regulations, terms, and conditions approved by the administrator as they currently exist or as amended from time to time.

(d) Failure to comply with the requirements, regulations, terms and conditions of a permit may be grounds for revocation of the permit.

(e) In the event a permit is revoked by the administrator, the owner is entitled to an appeal hearing as prescribed in subsections (c) and (d) of Section 6.06.020.

(f) Fees for obtaining the permit required by this section shall be established as set forth in a resolution adopted by the city council.

6.06.040. Requirements for control of dangerous animals.

An owner or custodian of an animal deemed dangerous shall comply with the following requirements:

(a) **Confinement, generally.** The owner shall confine the dangerous animal within a building or secure enclosure, as further described in this chapter and subject to the exceptions described in this chapter.

(b) **Muzzle and leash.** A dangerous animal may be permitted off the premises only if it is securely muzzled and leashed on a non-retractable leash not to exceed four (4) feet in length and under the control of a person eighteen (18)

years of age or older, and who is physically capable of restraining the animal. Said leash must be capable of restraining four (4) times the weight of the animal. For dangerous animals, the leash must be attached to an escape-proof commercial quality walking harness which fastens securely across the shoulders and mid-chest encompassing the rib area and upper abdomen of the dog. No collar of any type or material will be sufficient to satisfy the above requirements. Dangerous animals shall not be leashed or tethered at any time to inanimate objects such as trees, posts, or buildings. The muzzling device for dangerous dogs must be constructed so that it is impossible for the dog to remove it without human assistance.

(c) **Signage.** In addition to subsection (a) above, a sign advising of the presence of a dangerous animal shall be posted at the entrance to every place wherein any such dangerous animal is confined. The sign shall be approved by the animal control officer and capable of being understood by a child.

(d) **Transportation.** Transportation of dangerous animals shall only be in locked animal carriers equivalent in construction quality to those used by commercial air carriers. No dangerous animal shall be left unconfined nor unattended in or about any motor vehicle.

(e) **Confinement standards.** Dangerous animals shall be kept securely confined indoors or in a securely enclosed escape-proof locked kennel or pen other than when on a leash as provided in Section 6.06.040(b).

(1) Dangerous animals kept indoors in a house, apartment, building or similar structure shall be allowed only where the windows and doors of said structure are secured to prevent any such animal from exiting without the assistance of the owner or custodian.

(2) Dangerous animals kept outdoors shall be confined in a kennel, pen or structure that must have secure sides and a secure top attached thereto. The kennel or pen shall be constructed in a manner so that it cannot be broken down by any action of the confined animal. All structures used for confinement of dangerous animals must be locked with a key or combination lock of sufficient strength to ensure confinement of said animals. Such structures must be erected upon a secure bottom or floor constructed of concrete or other material sufficient to prevent the animal from digging free. Sides of the structure shall be imbedded not less than two (2) feet into the ground behind a solid fence not less than six (6) feet in height.

(f) **Insurance.** The owner shall maintain a public liability insurance policy from an insurer licensed to practice in the state of California, in a single incident amount of not less than three hundred thousand dollars (\$300,000) plus five thousand dollars (\$5,000) for no-fault medical payments for each dangerous animal, for injury to or death of any person or persons, or loss or damage to any property, caused by or resulting from any act of such animal. The public liability insurance amount can be satisfied with one single policy or a combination of policies wherein the primary policy is either a homeowners, renters, or animal liability policy and the secondary policy is an umbrella policy, excess policy, or both. The owner shall provide written notice to the administrator of any cancellation or material change in the insurance within five (5) days of receipt of notice from the insurer. In case of such a cancellation or material change, the owner, at the time of the written notice to the administrator, shall also provide the administrator a

written assurance stating that the person will obtain other insurance to meet the requirement of this section. If no alternate insurance can be obtained before the previous insurance policy lapses, the owner must remove the animal from the city, or otherwise dispose of the dog in a manner prescribed by law. The owner shall notify the administrator of the removal or disposition of the animal due to lapsed insurance.

(g) **Notification.** The owner or custodian of a dangerous animal shall notify the administrator prior to moving, selling, transferring, or otherwise disposing of the animal, or when the dangerous animal is at large, has committed an attack or act of aggression on any person or animal, or has died.

(h) The owner shall adhere to all other requirements reasonably established by the animal control officer or administrator to ensure the health, safety and welfare of the public.

6.06.050. Dangerous animals at large.

It is unlawful for an owner or custodian of any animal known by such person to be dangerous to cause or permit the animal to run loose about the person's premises in a manner endangering any person lawfully entering such premises, or cause or permit the animal to be unrestrained upon or about any public street, sidewalk, park, schoolyard, or private property of other persons.

For purposes of this section, lawful entry to a premises includes but is not limited to entry made by a person in the performance of any duty imposed upon that person by the laws of this state or any city or county or by the laws or postal regulations of the United States, or when that person is on such property by reason of accident beyond control, or disaster, or by invitation either expressed or implied.

6.06.060. Civil right of action.

(a) A civil action for damages against the owner or custodian of a dangerous animal which bites any person or animal on either private or public property may be instituted by the victim of such bite. Damages shall include actual damages, costs, attorneys' fees and a civil penalty of five thousand dollars (\$5,000) in addition thereto. The court also may award punitive damages in a proper case. Nothing in this provision shall be construed to limit any other right or remedy otherwise available in law or equity to any party, nor shall this section in any way limit the city's right to enforcement under Chapter 1.04 of this code.

(b) In the case of a bite by an animal, the court, in determining punitive damages, shall take into consideration whether the animal was or should have been licensed and properly maintained as a dangerous animal pursuant to this chapter.

(c) This section shall not apply to dog bites inflicted by police dogs owned or maintained by the department of public safety.

6.06.070. Exhibit of animal on demand.

Upon demand by an animal control officer or administrator, the owner or custodian shall exhibit such animal and its license if required by this title.

Chapter 6.07.

ANIMAL ESTABLISHMENTS AND FACILITIES

6.07.010. Permit—Required—Fee.

(a) It is unlawful for any person to conduct, operate or keep any kennel, pet shop, grooming parlor, zoo, animal menagerie or similar establishment where animals are kept for display or viewing without first obtaining a permit from the administrator.

(b) The annual permit fee for an animal establishment or facility shall be established as set forth in a resolution adopted by the city council.

(c) Applicants shall obtain any applicable zoning permits prior to requesting a permit under this title.

6.07.020. Permit application.

(a) An application for a permit to operate an animal establishment or facility shall be made in writing to the administrator on a form approved by the administrator. Applicant shall provide all information requested by the administrator related to the proposed facility, including but not limited to the types of animals to be maintained for any purpose, together with the approximate number of each type.

(b) The administrator may establish regulations and standards related to the maximum number and species of animals to be maintained; construction, sanitation and maintenance of facilities; and other regulations and standards in conformity with and for the purpose of carrying out the intent of this chapter.

(c) Prior to the issuance of the permit, an animal control officer may conduct an inspection.

(d) No permit shall be issued or renewed unless and until all general regulations relating to animals as set forth in this title are complied with. Failure of an applicant to comply with the requirements of the permit, this chapter, or applicable state law constitutes just cause for denial or revocation of a permit.

6.07.030. Conditions relating to animal establishments.

Every person within the city who owns, conducts, manages or operates any animal establishment for which a permit is required by this title shall comply with all of the following conditions:

(a) No animal establishment shall be operated or maintained in violation of any of the provisions of this code, including but not limited to the location and zoning requirements of Title 19 and applicable state laws.

(b) All animals must be treated in a humane manner.

(c) Housing facilities for all animals shall be structurally sound and shall be maintained in good repair to protect animals from injury and, where appropriate, restrict entrance of other animals.

(d) All animals and all animal buildings or enclosures shall be maintained in a clean and sanitary condition.

(e) All animals shall be provided wholesome food of sufficient quantity

and nutritive value and clean water to maintain a healthy body weight and meet the normal daily requirements for the condition and size of the animal.

(f) Animal buildings and enclosures shall be so constructed and maintained as to prevent the escape of animals.

(g) All animal establishments must be constructed and operated in a manner that reasonably protects public health and safety, and the safety of the animals.

(h) Every building or enclosure wherein animals are maintained shall have a heating and cooling system, and a ventilation system that has been properly installed and meets all permit requirements to regulate the temperatures therein within a range suitable for the physical needs of the animals to prevent drafts and odors, as well as an electrical system that has been properly installed and meets all permit requirements to support the ventilation, heating and cooling system.

(i) All animal establishments must include a properly installed and permitted hot and cold running water system which is connected to sanitary sewer facilities.

(j) All animal rooms, cages and runs shall be of sufficient size to provide adequate and proper housing for animals kept therein.

(k) All animal runs shall be of concrete and provide adequate drainage into an approved sewer or individual sewer disposal installation.

(l) All animal housing facilities including but limited to animal rooms, cages and runs, must provide a means to keep animals out of direct sunlight.

(m) All sick, diseased, or injured animals must be isolated from healthy animals at all times and given proper veterinary treatment. All animals shall be taken to a veterinarian licensed by the State of California for examination and treatment if so ordered by the animal control officer.

(n) Every violation of an applicable regulation shall be corrected within a reasonable time to be specified by the animal control officer.

(o) No animal may be without attention for more than twenty-four (24) consecutive hours. The name, address, and phone number of a person responsible for the animals must be posted in a conspicuous place, visible from outside the animal establishment, unless the owner or attendant of the animals is immediately available on the premises.

6.07.040. Permit—Expiration.

Any permit issued under this chapter shall expire at the end of the calendar year in which the permit is issued.

6.07.050. Permit—Renewal.

The renewal of any permit shall be subject to conditions as required by the administrator.

6.07.060. Inspection.

As a condition to issuance or renewal of a permit under this chapter, the animal control officer shall have authority to enter upon any area or premises in which an animal establishment is located, at any reasonable time, for the purpose

of inspection and enforcement of this chapter. The failure of the operator to consent to entry is grounds for revocation of the permit.

6.07.070. Denial or revocation of permit.

(a) The administrator may deny, suspend or revoke any permit issued pursuant to this chapter in the following situations:

(1) Whenever it is determined from an inspection that any animal establishment fails to meet all the required conditions of this chapter or applicable state law;

(2) Where there is reason to believe the applicant or permit holder willfully withheld or falsified any information to obtain a permit; or

(3) If the applicant or permit holder has been convicted by a court of law of more than two (2) violations of this chapter in a twelve (12) month period, or any state law relating to animals or public nuisance caused by animals, or has been convicted of cruelty to animals within the previous five (5) years.

(b) Any revocation of a permit shall be effective until all conditions have been met to the satisfaction of the administrator and written notice of completion of all conditions has been given to the permittee. Upon receipt of such notice the permit shall be deemed valid for the remainder of the original term for which issued.

(c) The owner may appeal the administrator's determination to deny, suspend or revoke any permit pursuant to this chapter as provided in Section 6.10.030.

6.07.080. Permits not transferable.

Permits issued pursuant to this chapter shall not be transferable.

Chapter 6.08.

BEEKEEPING STANDARDS

6.08.010. Maintenance of beehives.

No person shall keep or maintain any hive of bees in the city except under the following conditions:

(a) No more than five (5) hives shall be maintained on any one lot or parcel of land except that this condition shall not apply to any agricultural use within any zone pursuant to a use permit. The address of all such hives shall be registered with the office of the Santa Clara County Agriculture Commissioner.

(b) No hive shall be kept or maintained within twenty-five (25) feet of any side or rear property line of the lot or parcel of land upon which situated, as those property lines are determined pursuant to Title 19, or within one hundred (100) feet of any dwelling unit, other than that occupied by the person maintaining the hives, whichever distance is greater and more restrictive.

(c) No hive shall be kept or maintained on any parcel or lot between the line of the front face of the main building extended and the street adjoining the front yard as defined in Title 19, unless such hive is located not closer than one hundred

(100) feet from the edge of the street right-of-way.

(d) All hives shall be oriented so that the entrance faces the house or building occupied by the person maintaining the hives, and shall be surrounded by a solid fence not less than six (6) feet in height, located no farther than thirty (30) feet from such hives. Said fence may be open on that side facing a house or building on the premises. This condition may be met by locating such hives upon or affixed to a building or structure so that their entrances are more than ten (10) feet from the ground and face a house or building on the premises.

(e) A constant water supply adequate to the needs of all hives located on the premises shall be maintained on those premises.

6.08.020. Exception.

The city council finds that the maintenance of beehives within the city not in compliance with the regulations contained in Section 6.08.010 constitutes a public nuisance. The regulations contained in Section 6.08.010 are adopted for the general welfare of the citizens of the city. The regulations contained in Section 6.08.010(b) are adopted, in addition, specifically for the purpose of enhancing the welfare of the owners and occupants of properties adjoining lots or parcels upon which beehives are maintained and such persons are found to be specially affected by the maintenance of such beehives. Therefore, the requirements of Section 6.08.010(b) shall not be applicable if the person desiring to maintain the hive or hives shall file with the administrator written consent of the owners or adult occupants of the adjoining properties and/or dwelling units from which the distance limitations contained in Section 6.08.010(b) are to be measured. Consent by any such owner or occupant shall be deemed irrevocable for the period of two years after it is executed, and may be revoked by the grantor or successor resident after such period, following at least ninety (90) days written notice, filed with the administrator.

6.08.030. Applicability of zoning requirements.

Nothing contained in this chapter shall be deemed to authorize any agricultural or similar use not otherwise permitted under the provisions of Title 19.

6.08.040. Applicability of general provisions.

Nothing contained in this chapter shall be deemed to invalidate or supersede the provisions of Section 6.02.040(c) or any other provision of the Sunnyvale Municipal Code. Compliance with the provisions of this chapter shall not prevent enforcement of Section 6.02.040(c) or any other applicable provisions of the Sunnyvale Municipal Code.

Chapter 6.09.

SMALL ANIMALS AND LIVESTOCK

6.09.010. Keeping of certain animals—Generally.

(a) No person shall keep any livestock in any R district as defined in

Title 19.

(b) It shall be unlawful for any person to keep or maintain any rooster over four (4) months of age.

(c) It shall be unlawful for any person to keep or maintain more than six (6) small animals.

(d) It shall be unlawful for any person to keep or maintain any small animal except as provided in this chapter.

6.09.020. Nearness to dwelling.

(a) All structures for housing small animals shall be compliant with applicable zoning regulations and required setbacks.

(b) It is unlawful for any person to keep or allow small animals within twenty (20) feet of any inhabitable dwelling unit other than that of the owner or custodian.

6.09.030. Food and feeding requirements.

(a) Any small animal must be provided wholesome food of sufficient quantity and nutritive value to maintain a healthy body weight, and meet the normal daily requirements for the condition and size of the animal.

(b) The food receptacles must be accessible to the animal and be placed in a location to minimize contamination from excreta and insects. Feeding pans must be durable and kept clean. Disposable feed receptacles may be used and must be discarded after each feeding. Self-feeders may be used for dry food and must be sanitized regularly to prevent molding, deterioration, or the dense compaction of food.

(c) Spoiled or contaminated food must be disposed of promptly and in a sanitary manner.

(d) All dry food intended for use as food for small animals must be kept in metal containers with tightly fitted metal covers or other containers constructed to keep out vermin and wild animals.

6.09.040. Water requirement.

(a) Small animals must have access to clean potable water at all times unless restricted for veterinary care. If the water is kept in a container, the container must be designed to prevent tipping and spilling of the water or be secured to a solid structure or the ground.

(b) Water containers must be clean and must be emptied and refilled with fresh water every twenty-four (24) hours or alternatively if the water is provided by an automatic or demand device, the water supply connected to the device must function twenty-four (24) hours a day.

6.09.050. Veterinary treatment requirement.

Small animals must receive veterinary treatment from a veterinarian licensed by the State of California when such treatment is necessary to alleviate the animal's suffering or prevent the transmission of disease.

6.09.060. Exercise requirement.

Small animals must be provided the opportunity to exercise in order to maintain normal muscle tone and mass for the age, size, and condition of the animal.

6.09.070. Confinement requirement—Homing pigeon exception.

(a) The owner or custodian must keep the premises where the small animals are maintained fenced to prevent such animal from straying or running at large upon any public street or other public place, or upon any private place or property or common area of any planned development, cluster, townhouse, or condominium project without the consent of the owner or person in control thereof.

(b) If the small animal is a homing pigeon, the homing pigeon must be confined to the enclosure or structure and may only be released for exercise, training or competition if the homing pigeon is fitted with a leg band which contains a serial number issued by a pigeon registry and the homing pigeon does not perch or otherwise linger on the building or property of another without their consent.

6.09.080. Enclosure, shelter and shading requirements.

Any small animal maintained outdoors must have adequate shade and shelter such that the animal can protect itself from the elements. Such enclosure, shelter or shading must be:

- (a) Accessible to the animal at all times;
- (b) Situated to prevent exposing the animal to unreasonably loud noise or teasing, abuse, or injury by another animal or person;
- (c) Of adequate size, inside and outside the enclosure or shelter to allow the animal to stand up, sit, turn around freely, or lie down in a normal position, defecate or urinate away from its confinement, and safely interact with any other animal;
- (d) Adequately lighted to provide regular diurnal lighting cycles of natural or artificial light uniformly diffused throughout the shelter, and sufficient illumination for routine inspections and maintenance of the animal; and
- (e) Supplied with clean and dry bedding material or other means of protection from the weather elements to maintain the shelter at a temperature that is not harmful to the health of the animal.

6.09.090. Sanitary enclosure and shelter requirement.

(a) All premises, enclosures, and shelters used or intended to be used for the keeping or housing of small animal must be cleaned and maintained in a manner designed to ensure sanitary conditions and to control for insects, ectoparasites, and other pests.

(b) Carcasses, debris, food waste, excreta, and other like material must be removed from the premises, enclosure, or shelter used or intended to be used for the keeping or housing of small animals as often as necessary to minimize unreasonably obnoxious odor, allergen, pests, and the risk of disease.

(c) The floor of any premises, enclosure, or shelter for the use of small animals must be smooth and tight to prevent the accumulation of water, debris,

refuse, manure, excreta, or like material, and the harboring of vermin and wild animals. A wire floor may be used if appropriate for the type of small animal and is maintained to prevent injury to the animal.

6.09.100. Refuse container requirement.

Any debris, refuse, manure, excreta, or other like material conducive to the breeding of flies or that creates a reasonably obnoxious odor must be placed in a fly-proof container until the material is removed from the premises or buried under the soil surface as fertilizer.

6.09.110. Transportation requirement.

Small animals must be handled, moved, or shipped in a manner consistent with Section 6.02.030 to ensure the health and safety of the animal.

Chapter 6.10.

ENFORCEMENT, VIOLATIONS, PENALTIES.

6.10.010. Authority of animal control officer.

Each animal control officer shall have and is hereby vested with the authority of a peace officer. Each animal control officer shall, when necessary in the performance of his or her duties and upon presentation of proper credentials, have the right to enter any building, structure or premises in the city to ascertain if any of the provisions of this title or any state laws relating to the disease, care, treatment, impounding, or cruelty to animals are being violated. Such entry shall be made only pursuant to a search warrant where the owner or lawful occupant of the property refuses to consent to entry by the animal control officer; provided, however, that entry may be made without a search warrant in emergency situations. Each animal control officer may make arrests for the violation of the provisions of this title or any state laws in the manner prescribed by law.

6.10.020. Penalties.

(a) The remedies provided in this title are cumulative and in addition to any other remedies available at law or in equity, including enforcement pursuant to Title 1 of this code. Any violation of this title may be remedied by an enforcement action brought by the city, including but not limited to administrative or nuisance abatement proceedings, civil or criminal code enforcement proceedings and suits for injunctive relief.

(b) Nothing in this title shall be deemed to in any way restrict, regulate or prohibit the city, or public entities authorized by the city, from maintaining, constructing or operating stables, riding trails, children's zoos or similar activities for public usage.

(c) Any person violating the provisions of this title shall be guilty of an infraction, and upon conviction thereof shall be punishable as set forth in Chapter 1.04 of this code, with the exception that any person violating the provisions of Chapter 6.06 and Sections 6.02.040(c) and 6.02.100 may be charged with an

infraction or misdemeanor at the discretion of the animal control officer or other enforcement officer, and upon conviction thereof shall be punishable as set forth in Chapter 1.04 of this code.

6.10.030. Appeals of permit suspensions, denials or revocations.

(a) In case of denial, suspension or revocation of any permit or special authorization issued under this title, the applicant or holder of the permit may appeal the decision by filing a written request for an appeal hearing to the administrator within ten (10) calendar days of receipt or constructive receipt of the decision, except that actions taken pursuant to Chapter 6.06 shall be governed by the appeal provisions of that chapter.

(b) The administrator shall appoint a hearing officer for the purpose of the appeal. Until the ruling of the hearing officer, the denial, suspension or revocation shall remain in full force and effect.

(c) The hearing officer shall set a time and place for the hearing within seven (7) calendar days after the date that the appeal was received, and provide notice by mail to the appellant of the date, time, and place for the hearing. The hearing shall be set for a date that is not less than seven (7) calendar days and not more than twenty (20) calendar days after the date that the appeal was received, unless the applicant or holder requests a continuance.

(d) At the hearing, both the applicant or permit holder and staff shall have the right to appear and be represented by counsel, and to present evidence and arguments which are relevant to the grounds stated in the filing of the appeal. The applicant or holder may appear in person or by submitting written material. A non-appearance or failure to submit written material shall result in a vacation of the appeal.

(e) Within ten (10) calendar days of the hearing, the hearing officer shall issue a written decision which states whether the initial denial, suspension or revocation will be upheld, modified or reversed. The decision shall be mailed to the appellant, postage prepaid. The decision of the hearing officer shall be final.

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

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

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

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

Introduced at a regular meeting of the City Council held on _____, and adopted as an ordinance of the city of Sunnyvale at a regular meeting of the City Council held on _____, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:
RECUSAL:

ATTEST:

APPROVED:

City Clerk
Date of Attestation: _____

Mayor

(SEAL)

APPROVED AS TO FORM:

Anais Martinez Aquino, Assistant City Attorney



City of Sunnyvale

Agenda Item

19-1056

Agenda Date: 10/8/2019

SUBJECT

Adopt Ordinance No. 3147-19 to add Chapter 19.77 ("Inclusionary Below Market Rate Rental Housing") to Title 19 ("Zoning") of the Sunnyvale Municipal Code to create an Inclusionary Rental Housing Program, and adopt a Resolution to amend the Master Fee Schedule and create a Rental Housing In-Lieu Fee.

RECOMMENDATION

Adopt Ordinance No. 3147-19

ATTACHMENT

1. Ordinance No. 3147-19

DRAFT 9/30/2019

RB

ORDINANCE NO. 3147-19

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF SUNNYVALE TO ADD CHAPTER 19.77
(INCLUSIONARY BELOW MARKET RATE RENTAL
HOUSING) OF TITLE 19 (ZONING) OF THE SUNNYVALE
MUNICIPAL CODE CREATING AN INCLUSIONARY
RENTAL HOUSING PROGRAM**

WHEREAS, the City of Sunnyvale ("City") desires to adopt a Citywide Inclusionary Rental Housing Program to enhance the public welfare by establishing policies that require the development of rental housing affordable to households of very low- and low-incomes, enable the City to meet its share of regional housing needs, and implement the City's Housing Element goals and objectives; and

WHEREAS, since 1980, the City has implemented a successful below market-rate ("BMR") Program that provides affordable ownership opportunities for moderate-income households and rental opportunities for low and very-low income households; and

WHEREAS, in 2009, the California court case *Palmer/Sixth Street Properties, L.P. v. City of Los Angeles* eliminated rental housing inclusionary programs across the state and the City could no longer require inclusionary housing in new rental development projects; and

WHEREAS, in 2015 City Council adopted a Rental Housing Impact Fee for new residential rental development projects; and

WHEREAS, the State of California Legislature enacted Assembly Bill ("AB") 1505 in 2017 which restores the authority of local governments to impose inclusionary housing requirements on residential rental housing; and

WHEREAS, in 2017, the City Council approved Study Issue 17-09, the 2017 Housing Strategy, of which a main goal is to enact a rental inclusionary ordinance consistent with AB 1505; and

WHEREAS, the City desires to establish an Inclusionary BMR Rental Housing Ordinance and affordable housing in-lieu fees to mitigate the impacts of new market-rate housing development on the need for affordable housing, assist in meeting the City's share of the Regional Housing Needs Allocation ("RHNA"), and assist in implementing the goals, policies and actions specified in the Housing Element of the City's General Plan.

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

SECTION 1. CHAPTER 19.77 ADDED. Chapter 19.77 (Inclusionary Below Market Rate Rental Housing) of Title 19 (Zoning) of the Sunnyvale Municipal Code is hereby added to read as follows:

CHAPTER 19.77

INCLUSIONARY BELOW MARKET RATE RENTAL HOUSING

- 19.77.010. Purpose.**
19.77.020. Definitions.
19.77.030. Applicability.
19.77.040. Exemptions.
19.77.050. Base inclusionary requirement.
19.77.060. Density bonus.
19.77.070. Required affordability.
19.77.080. Affordable housing unit development standards.
19.77.090. Affordability term.
19.77.100. Alternative compliance options.
19.77.110. Annual report.
19.77.120. Enforcement.
19.77.130. Appeals.
19.77.140. Severability.
19.77.150. Waiver.
- 19.77.010. Purpose.**
(a) Findings. The city council finds that:
(1) A shortage of affordable housing is detrimental to the public health, safety and welfare in the city of Sunnyvale;
(2) Persons with low incomes who work or live in the city are experiencing a shortage of affordable housing opportunities and those with very low incomes are increasingly excluded from living in the city;
(3) Federal and state housing subsidy programs are not sufficient by themselves to satisfy the housing needs of low income households;
(4) Continued new development without housing at prices affordable to these persons will worsen the shortage of affordable housing; and
(5) It is the city's goal and a public policy of the state of California to ensure there is adequate supply of housing for persons of all economic segments of the community.
(b) Purpose. This chapter establishes requirements for affordable housing in new rental housing developments for projects with applications that are first complete after November 8, 2019. This Chapter does not supersede

Chapters 19.67 or 19.69, which shall continue to apply to all ownership housing developments and rental housing developments with applications that were first complete on or prior to November 8, 2019, respectively.

(c) The City Council desires to provide affordable housing opportunities in the community through an affordable housing program for rental housing, and, in furtherance of that goal, includes rental affordable housing requirements in this chapter consistent with Government Code Sections 65850(g) and 65850.01. These requirements assure that the city's affordable housing stock increases in proportion to the overall increase in new housing; to achieve the housing objectives contained in state law and in the general plan; and to enhance public welfare.

(d) The City Council also desires to provide the rental housing developer community with alternatives to construction of the affordable rental units on the same site as the market rate units. Therefore, this chapter includes options from which a developer may select an alternative to the construction of affordable rental units on the same site as the market rate units.

19.77.020. Definitions.

When used in this chapter, these terms mean the following:

(a) "Adjacent lots" mean parcels with boundary lines that touch at any point. "Adjacent lots" include parcels that are separated only by a private or public street, other than highways and expressways, or that are separated only by other parcels owned or controlled by the same owner or applicant.

(b) "BMR Compliance Plan" means a plan on the application form, and containing all of the information required by, the Community Development Department to specify the manner in which affordable rental units will be provided.

(c) "Affordable rent" means the maximum monthly rent, including an allowance for tenant paid utilities, that is calculated at the specified income level in accordance with the Community Development Director's determination and published in the BMR Rental Housing Guidelines as described in Section 19.77.070.

(d) "Affordable rental units" means dwelling units developed to be rented and affordable to low to very low income households and regulated by this chapter. "Affordable housing unit" means one affordable housing dwelling unit.

(e) "Assumed household size" means, for the purposes of establishing affordable rents, a household with a total number of members equal to the number of bedrooms in the below market rate unit, plus one. For example, the assumed household size for a three-bedroom home is a four-person household.

(f) BMR Rental Housing Guidelines. The Community Development Director shall maintain detailed procedures and guidelines which may be amended from time to time to ensure the orderly and efficient administration of the requirements of this chapter. These procedures and guidelines are incorporated into this chapter as the BMR Rental Housing Guidelines

(g) "Decision-making body" means the body that is authorized to approve or deny a project application for land use approvals.

(h) "Density bonus units" means rental units approved in a residential development pursuant to California Government Code Section 65915 et seq. and Section 19.18.025 that are in excess of the maximum allowable residential density otherwise permitted by the City of Sunnyvale.

(i) "Household" means all those persons – related or unrelated – who occupy a single housing unit.

(j) "Inclusionary units" shall mean affordable rental units as defined in this section.

(k) "Low income household" means a household whose income exceeds the income for a very low income household but does not exceed the low income limits applicable to Santa Clara County, as published and periodically updated by the State Department of Housing and Community Development. (or its successor provision).

(l) "Market rate unit" means a dwelling unit that is not subject to the occupancy or rental regulations in this chapter or any other affordability restrictions or covenants.

(m) "Monthly rent" means the monthly payment by tenants for a rental unit.

(n) "Multi-family dwelling" means three or more separate dwelling units such as apartments, townhouses, condominiums or other community housing projects used for occupancy by households living independently of one another.

(o) "Project" means one or more applications filed for City approval of a residential development. "Project" includes a development across adjacent lots or a multi-phased development, on the same or adjacent lots. "Project" also includes developments on adjacent lots for which applications are filed by the same owner or applicant within a period of ten years.

(p) "Rental unit" means a residential unit that is not ownership housing.

(q) "Special housing needs" means housing needs serving those of the elderly; persons with disabilities, including a developmental disability, as defined in Section 4512 of the Welfare and Institutions Code; large families; farmworkers; families with female heads of households; and families and persons in need of emergency shelter.

(r) "Very low income household" means a household whose income does not exceed the very low income limits applicable to Santa Clara County as defined in California Health and Safety Code Section 50105 and published annually by the California Department of Housing and Community Development in California Code of Regulations Title 25, Section 6932 (or its successor provision)

19.77.030. Applicability.

(a) New Multi-family Dwelling Projects with Three or More Units. This chapter applies to any project that would construct three or more rental units with an application that is complete after November 8, 2019, unless an exemption defined in Section 19.77.040 applies.

(b) Projects with applications that are complete on or before November 8, 2019, are subject to Chapter 19.75. Projects subject to this Chapter are not subject to Chapter 19.75.

19.77.040. Exemptions.

- (a) Rental housing projects of fewer than three units.
- (b) Multi-family dwelling rental projects that have received Planning approval and those with planning applications deemed complete by the Planning Division by November 8, 2019.
- (c) Affordable housing projects in which one hundred percent of the rental units to be built will be subject to a recorded restriction limiting occupancy to very low income or low income households at affordable rents.

19.77.050. Base Inclusionary Requirement.

(a) Inclusionary Requirement. At least fifteen percent (15%) of the total number of rental units in a project shall be developed as affordable rental units, unless the decision-making body allows the affordable rental housing requirement to be satisfied through alternatives under Section 19.77.100 of this Chapter. In calculating the number of affordable rental units required, any fraction of a whole number shall be rounded pursuant to 19.77.070 and the number of affordable rental units required by this section shall be based on the number of rental units in the project, excluding any density bonus units.

Affordability requirements for inclusionary units are listed in Section 19.77.070 of this Chapter.

(b) Application. An applicant for a project consisting of three or more rental units must submit an BMR Compliance Plan concurrently with the application for the first approval of the project. If an BMR Compliance Plan is required, no application may be deemed complete until a complete BMR Compliance Plan is submitted.

Any BMR Compliance Plan shall be processed concurrently with all other permits required for the project. Before approving the BMR Compliance Plan, the decision-making body shall find that the BMR Compliance Plan conforms to this section. The approved BMR Compliance Plan may be amended before issuance of a building permit for the development project. A request for a minor modification of an approved BMR Compliance Plan may be granted by the Community Development Director if the modification is substantially in compliance with the original BMR Compliance Plan and conditions of approval. Other modifications to the BMR Compliance Plan shall be processed in the same manner as the original plan.

19.77.060. Density Bonus.

The city, upon request, shall approve an increase in the number of units permitted in a proposed residential development governed by the Chapter, when such an increase in density is consistent with State Density Bonus Law per Sections 65915 through 65918 of the California Government Code and Section 19.19.18.025 of the Sunnyvale Municipal Code. The dwelling units or parcels

designated to meet the City’s inclusionary housing requirement may count toward qualifying the proposed development for a density bonus if the residential development meets all of the applicable requirements to qualify for a density bonus under Government Code Section 65915 and Section 19.19.18.025 of the Sunnyvale Municipal Code.

19.77.070. Required Affordability.

(a) At least ten percent (10%) of total project rental units shall be affordable to low-income households at an affordable rent. At least five percent (5%) of total project rental units shall be affordable to very low-income households at an affordable rent.

The Community Development Director shall establish and publish annually the maximum rent amount for each unit size in the BMR Rental Housing Guidelines. The Director may adjust the applicable initial affordable rent calculation within a range to address major shifts in prevailing market rate rents for comparable dwellings or other related economic conditions affecting the demand for affordable rental housing.

TABLE 19.77.070.A REQUIRED AFFORDABILITY LEVELS

Income Level	Percentage of Project Units Required to be Affordable
Very Low Income	5%
Low Income	10%

The application of the minimum distributions will be as set forth in the following table:

TABLE 19.77.070.B

Total Number of Affordable Units to be Built	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Very Low Income Units	-	1	1	1	1	2	2	2	3	3	3	4	4	4	5
Low Income Units	1	1	2	3	4	4	5	6	6	7	8	8	9	10	10

Variations of affordability levels to satisfy the affordable rental unit requirement, relating only to projects using State Density Bonus Law, shall be subject to approval by the Community Development Director.

(b) **Fractional Unit Requirements.** In calculating the number of affordable units required, any fraction of a whole number shall be rounded up or down to the nearest whole number as shown in this section. Fractions of 0.00 to 0.49 shall be rounded down, but no less than one affordable rental unit per project shall be required unless an alternative compliance option is

satisfied as set forth in Section 19.77.100; while inclusionary fractions of 0.50 to 0.99 shall round up to the nearest whole unit. Rounding of fractions shall occur for each income category, as opposed to the inclusionary requirement as a whole. Example: a 50-unit development has an inclusionary requirement of 15 percent. 10 percent low income units yields 5 units, and 5 percent very low income yields 2.5 units. Final inclusionary requirement would be 5 low income unit and 3 very low income units.

TABLE 19.77.090.C SAMPLE BREAKDOWNS WITH ROUNDED NUMBER OF AFFORDABLE UNITS

Project Unit Total	10	20	30	40	50
Very Low Income – 5 percent (rounded)	1	1	2	2	3
Low Income – 10 percent (rounded)	1	2	3	4	5

19.77.080. Affordable Housing Unit Development Standards.

Affordable units are subject to the following development standards:

(a) Location. Affordable units shall be distributed evenly throughout the project. The Community Development Director may waive distribution requirement if:

(1) Significant physical site constraints prevent even distribution; or

(2) Granting the waiver would result in improved site or building design, or a more favorable location of the affordable units than would otherwise be provided.

(3) A portion of the land is being carved out to allow for structuring of a tax credit project that would provide greater affordability or services.

(b) Bedroom Count and Unit Size. Affordable units shall be a pro-rata share by plan type. Average bedroom count shall be the same as the average bedroom count in the market rate units in the project. Deviations from this requirement are subject to the Community Development Directors' decision.

(c) Exterior. The exterior shall be consistent with the market rate units in the project in terms of details, materials, and visual appeal. There shall be no significant identifiable differences visible from the exterior.

(d) Interior. Interiors finishes and amenities shall be consistent with those of the market rate units in the project and shall incorporate principles and specifications of Universal Design. Affordable rental units shall be renovated on a similar schedule as market rate units.

(e) Timing of Construction. Affordable units shall be constructed in proportion to construction of the market rate units, unless otherwise approved by the Community Development Director.

(f) Parking. Parking for projects shall meet parking requirements as set forth in the City's Municipal Code and/or State Density Bonus Law.

19.77.090. Affordability Term.

Prior to the issuance of any building permit for the project, an Affordable Housing Regulatory Agreement shall be recorded against the parcel(s) which sets rent and occupancy restrictions for fifty-five (55) years and shall run with the land through any change of ownership, or if the project is a phased project, an Affordable Housing Developer Agreement may be recorded against the parcel prior to issuance of any building permit with an Affordable Housing Regulatory Agreement recorded prior to issuance of a Certificate of Occupancy.

19.77.100. Alternative Compliance Options.

(a) City Council Approval. The applicant may satisfy the affordable rental housing requirement of a project using one or more of the alternatives in this section, subject to recommendation by the Housing and Human Services Commission and final approval by the City Council, except that the payment of an in lieu fee for small projects as set forth in Section 19.77.100 (b)(1) is at the discretion of the applicant and does not require the approval of the City Council. The applicant shall identify the required affordable housing units in the BMR Compliance Plan submitted with the project application materials regardless of a request to use an alternative to meet the affordable rental housing requirement. An BMR Compliance Plan requesting an alternative compliance option may only be considered once a project has received all other planning entitlements.

(b) Payment of In-Lieu Fee. The applicant may pay an in-lieu fee, as follows:

(1) Rental Housing Projects with three to six housing units ("Small Project"): At the applicant's option, rental housing projects with between three and six rental units may choose to fulfill some or all of their inclusionary rental housing obligation by paying the applicable Small Rental Housing In-Lieu Fee. Council approval is not required for payment of an in-lieu fee for small projects

(2) Rental Housing Projects with seven or more rental units ("Large Project"): At the discretion of the City Council, applicants of rental housing projects with seven or more rental units may request to fulfill some or all of their inclusionary rental housing obligation by paying the applicable Large Rental Housing In-Lieu Fee.

(3) Amount of In-Lieu Fee. The amount of the in-lieu fee shall be equal to the affordable rental housing in-lieu fee based on the size of the rental development as published by the City on an annual basis. All fees are due prior to issuance of any building permit.

(4) In-Lieu Fee funds will be deposited in the City's Housing Mitigation Fund.

(c) Partnership. The applicant may satisfy the inclusionary requirement established under Section 19.77.070 through a partnership with another developer providing affordable housing units in another project, if the following requirements are met:

(1) Proof of Partnership. Legal agreements between the applicant and the partner show that the applicant is providing reasonable

funding, land, development services, or other support to the affordable housing units;

(2) Financial Contributions. The applicant's financial contributions to the partnership shall be at least equal to the amount of the in-lieu fee that would otherwise be due from the project and shall be held in trust by the city until needed by the partner to develop the affordable housing units. The proposed project with the Partner shall not have received other City financial contributions (such as land lease, Housing Mitigation Fund or Low/Mod Impact Fund Loan);

(3) Site Acquired. The applicant or the partner has control of or the right to build on the site where the affordable housing units will be developed;

(4) Affordable Housing Development Application. The affordable housing development application has been approved or at least deemed complete at the time the project required to provide affordable housing is approved;

(5) Funding Acquired. The partner has obtained legal commitments for all necessary financing, or the city has approved the financing plan for the affordable housing development;

(6) Construction in Two Years. The affordable housing units can be constructed and occupied within two years of completion of the applicant's project, unless the Community Development Director approves an extension not to exceed an additional two years. If the development is not completed within this time period, the city may transfer the applicant's financial contributions to the Below Market Rate Housing Mitigation Fund; and

(7) Average Number of Bedrooms Per Unit. The average number of bedrooms per unit of the affordable housing units in the other project is comparable to the average number of bedrooms per unit in the project required to provide affordable rental housing. This requirement may be modified if the affordable housing units in the other project is designed to serve those with special housing needs which would not require an equivalent number of bedrooms per unit.

(d) Unit Conversion or Preservation Program. The applicant may convert an existing market rate unit into deed-restricted affordable housing or preserve an expiring affordable housing development through the city's unit conversion or preservation program, in compliance with Government Code Section 65583.1, as follows:

(1) Affordability. Rental units shall be made affordable to low and very low income households;

(2) For every required affordable rental unit, at least two rental units shall be converted or preserved, as approved by the decision-making body. Approval shall be based on a finding that the benefit of the number of affordable rental units preserved has a greater benefit than providing the units within the original project;

(3) Declaration of Restrictions. Dwellings converted into affordable rental housing shall be secured by recording a declaration of restrictions to bind the units to the requirements of Section 19.77.070; and

(4) Timing of Completion. Dwellings shall be converted or rehabilitated and available for occupancy before or at the same time the project required to provide affordable rental housing is available for occupancy, unless a modified schedule is approved by the Community Development Director.

(5) Displacement. The conversion or preservation shall not displace any tenants, regardless of income level, through the following measures:

(A) First right of return. The developer of a new development or rehabilitation project that would displace existing tenants shall provide each tenant the following rights:

1. The ability to return to a unit at the same level of affordability (measured in monthly rent) as the prior unit.

2. The ability to return to a unit of comparable size with the same or greater number of bedrooms.

(B) Relocation plan. Prior to project approval, conversion or preservation projects that would add, demolish, and/or rehabilitate rental units shall prepare, subject to approval by the Community Development Director, a relocation plan that accounts for all tenants displaced by new construction or rehabilitation. The relocation plan shall ensure tenants are provided housing from the moment they are displaced until they are relocated into a replacement unit. The relocation plan must meet the following criteria:

1. Provide temporary housing within Sunnyvale or within 10 miles of the prior home.

2. Must not pay more in rent than paying in the prior home.

3. All costs of relocation must be paid for by the project sponsor.

4. Moving process between units must occur quickly and efficiently and to minimize the inconvenience of the tenant.

5. Replacement housing must be completed within one and a half years to minimize impacts to tenants.

(e) Land Dedication. Dedicate a parcel of land large enough to accommodate the project's inclusionary requirement plus thirty five percent (35%) additional units. Any rezone or land use change required by the City needed to construct residential units shall be completed prior to issuance of building permit of market rate units.

(f) Other methods of mitigating affordable housing may be approved at the sole discretion of City Council.

19.77.110. Annual Report.

The Community Development Director shall provide an annual informational report to the city council on the status of affordable rental units developed under this chapter. The report shall include the number, size, type, tenure, and general location of each affordable rental unit completed during the year.

19.77.120. Enforcement.

In addition to the provisions in Chapter 19.98.140 (Violations), the following provisions also apply to the enforcement of this chapter:

(a) Agents, Successors and Assigns. The provisions of this chapter apply to all agents, successors and assigns of the applicant.

(b) Penalties and Fines. Any person, firm, or corporation, whether as principal or agent, violating or causing the violation of this chapter is guilty of a misdemeanor. Each offense shall be punishable by a fine in the amount established in the city fee schedule, or by imprisonment in the Santa Clara County jail for a term up to six months, or both. Such person, firm, or corporation shall be deemed to be guilty of a separate offense for each and every day during any portion of which any violation of this chapter is commenced, continued, or permitted by such person, firm, or corporation, and may be punishable as provided in this section.

(c) Civil Action. Any tenant who rented an affordable rental unit for rents in excess of those allowed by this Chapter, and who has given written notice to the Community Development Director, may file a civil action to recover the excess costs, whether rental of such affordable rental unit was prohibited by this chapter or expressly permitted in writing by the director as an exception or alternative to the standard affordable housing requirement. The tenant shall have met the income eligibility requirements of this Chapter 19.77, as applicable, during the period of time for which the individual seeks reimbursement of the excess costs.

(d) Fines. If it is determined that unauthorized or excess rents have been charged to a tenant or subtenant of an affordable rental unit of any kind subject to the restrictions of this chapter, the property owner and/or landlord shall be subject to a civil penalty. The civil penalty amount shall be as set forth in Chapter 1.04 or 1.05, as amended from time to time, and any excess rent proceeds not recovered by a tenant under subsection (c) of this section. If the city does not otherwise recover its reasonable attorney fees and other legal costs from the landlord, the city shall deduct these costs from the amounts collected under this section and deposit the balance into the Below Market Rate Housing Mitigation Fund.

(e) Legal Action. The city may institute injunction, mandamus, or any appropriate legal actions or proceedings necessary for the enforcement of this chapter, including actions to suspend or revoke any permit, including a development approval, building permit or certificate of occupancy; and for injunctive relief or damages.

19.77.130. Appeals.

Any person aggrieved by a decision pursuant to this Chapter may appeal the decision following the procedures in Section 19.98.070 (Appeals and calls for review.).

19.77.140. Severability.

If any portion of this chapter is held to be invalid, unconstitutional, or unenforceable by a court of competent jurisdiction, that decision shall not affect the validity of the remaining portions of this zoning code. The city council declares that this chapter and each portion would have been adopted without regard to whether any portion of this chapter would be later declared invalid, unconstitutional, or unenforceable.

19.77.150. Waiver.

Notwithstanding any other provision of this chapter, the requirements of this chapter may be waived, adjusted, or reduced by the decision-making body based upon a showing that applying the requirements of this chapter would result in an unconstitutional taking of property or would result in any other unconstitutional result. The waiver, adjustment or reduction may be approved only to the extent necessary to avoid an unconstitutional result, after adoption of written findings, based on substantial evidence, supporting the determinations required by this section. If a reduction, adjustment, or waiver is granted, any change in the residential development shall invalidate the reduction, adjustment, or waiver, and a new application shall be required for a reduction, adjustment, or waiver pursuant to this section.

Any request for a waiver, adjustment, or reduction under this section shall be submitted to the City concurrently with the BMR Compliance Plan. The request for a waiver, adjustment, or reduction shall set forth in detail the factual and legal basis for the claim. The request for a waiver, adjustment, or reduction shall be reviewed and considered in the same manner and at the same time as the BMR Compliance Plan. In making a determination on an application for waiver, adjustment, or reduction, the applicant shall bear the burden of presenting substantial evidence to support the claim. The City may assume each of the following when applicable:

- (a) That the applicant will provide the most economical affordable units feasible, meeting the requirements of this chapter; and
- (b) That the applicant will benefit from the incentives for the project as described in this chapter and elsewhere in the City Code.

SECTION 2. CEQA - EXEMPTION. The City Council finds, this action is not a project for purposes of the California Environmental Quality Act (CEQA) because it is general policy and procedure making that will not result in a direct or indirect physical change in the environment (Guideline 15378(b)(2)).

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

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

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

Introduced at a regular meeting of the City Council held on September 24, 2019, and adopted as an ordinance of the City of Sunnyvale at a regular meeting of the City Council held on _____, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

RECUSAL:

ATTEST:

APPROVED:

City Clerk
Date of Attestation: _____

Mayor

(SEAL)

APPROVED AS TO FORM:

City Attorney



City of Sunnyvale

Agenda Item

19-0230

Agenda Date: 10/8/2019

REPORT TO COUNCIL

SUBJECT

Appoint Applicants to the Arts Commission, the Bicycle and Pedestrian Advisory Commission, the Parks and Recreation Commission and the Personnel Board

DISCUSSION

The City has ten Council-appointed boards and commissions to recommend and advise City Council on specific policy-related issues for possible Council study and action, and to provide a forum and opportunity for broad community participation in the identification and prioritization of those issues.

The term length for boards and commissions is four years, with staggered terms expiring June 30 of each year. Council makes appointments annually in May/June to fill seats with expiring terms to serve effective July 1, and fills vacancies as necessary quarterly throughout the year.

Below is the list of current applicants, the applicants' preferences as indicated on their application (when the applicant has applied for more than one board or commission), and terms of appointments. The term lengths of the current openings vary, as some openings are to fill unexpired terms due to resignations or vacancies that remained following the previous recruitment process. Applicant information is available upon request from the Office of the City Clerk at cityclerk@sunnyvale.ca.gov or (408) 730-7483.

ARTS COMMISSION

(1 vacancy: term expires 6/30/2023)

Molly Pickett (only preference)

Agnes Veith (only preference)

BICYCLE AND PEDESTRIAN ADVISORY COMMISSION

Category One* (1 vacancy term expires 6/30/2021)

Arwen Dave (only preference)

Rahul Jain (1st preference)

Derek Mau (only preference)

Joyce Park (only preference)

Kristina Pistone (only preference)

Pamela Putman (only preference)

Samantha Rupel (only preference)

PARKS AND RECREATION COMMISSION(2 vacancies: 1 term expires 6/30/2021; 1 term expires 6/30/2023)

Lauren DeCarlo (only preference)

Rahul Jain (2nd preference)

Michelle Manassau (only preference)

Mike Michitaka (only preference)

PERSONNEL BOARDCouncil Nominated (1 vacancy term expires 6/30/2023)

Marc Ketzel (only preference)

Craig Pasqua (only preference)

** Bicycle and Pedestrian Advisory Commission must have four Category One members and three Category Two members; the balance of the current makeup is three Category One and three Category Two members.*

Per Council Policy 7.2.19, *Boards and Commissions* appointments of board and commission members are placed on the City Council meeting agenda. The appointment process is conducted according to one of the following two methods, at the discretion of the Mayor:

Individual Candidate Votes: The Mayor will announce by board or commission each vacancy including its term, and then will read each applicant's name. Council will vote on each applicant. The candidate receiving the most affirmative votes and at least four affirmative votes will be appointed. The process is repeated for each board or commission.

Paper Votes: The Mayor will announce each board or commission in an order predetermined by the City Clerk to facilitate a speedy process and to accommodate applicants who specify multiple preferences. The City Clerk will distribute individual voting sheets to be completed by each Councilmember. The candidate receiving the most votes and at least four affirmative votes will be appointed.

Resolving ties: Should a tie between the candidates receiving the most affirmative votes occur, the affected applicants will be voted on again. If a tie still remains, and the affected applicants each have received at least four affirmative votes, the Mayor would ask the city attorney to draw the name of the person to be appointed.

Should no candidate receive at least four affirmative votes, the vacancy will remain.

Terms will be effective October 9, 2019. Following appointments, the staff liaison for each board or commission will provide a board/commission-specific orientation and each new member is required to take the Oath of Office, sign the Model of Excellence and attend the Board and Commission Orientation hosted by the Office of the City Clerk. A ceremonial oath will be offered to all incoming members.

The City has not received applications for the following vacancies:

Board of Building Code Appeals (2 vacancies: both terms expire 6/30/2023)
Housing and Human Services Commission (1 vacancy: term expires 6/30/2022)

EXISTING POLICY

Council Policy 7.2.19 *Boards and Commissions*

PUBLIC CONTACT

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

ALTERNATIVES

1. Appoint commissioners from the applicants listed in this report.
2. Provide other direction to staff on how to proceed.

STAFF RECOMMENDATION

Staff makes no recommendation.

Prepared by: David Carnahan, City Clerk
Reviewed by: Teri Silva, Assistant City Manager
Approved by: Kent Steffens, City Manager



City of Sunnyvale

Agenda Item

19-0676

Agenda Date: 10/8/2019

REPORT TO COUNCIL

SUBJECT

Public Hearing Pursuant to Elections Code Section 10010(a)(2) to Receive Public Comment Regarding the Content of the Refined Draft City Council Districting Maps Published on October 1, 2019, and the Proposed Sequence of Elections

BACKGROUND

On September 5, 2018, the City Council held a public hearing regarding changing the City's current at-large with numbered seats system for electing City Council members to a district-based form of elections (RTC No. 18-0776). Council directed staff to scope a public outreach and education plan for receiving public input on transitioning to district-based elections.

In October 2018, the City received a certified letter from attorney Laura Ho of the law firm Goldstein, Borgen, Dardarian & Ho, alleging on behalf of potential plaintiff Samir Kalra that the City's current electoral system violates the California Voting Rights Act ("CVRA") because it "dilutes the voting power of Asian American voters." Three additional potential plaintiffs, Sunnyvale residents Galen Kim Davis, Kathy Higuchi, and Bowman Ching, joined the CVRA challenge in January 2019.

Council adopted a resolution of intent to change to district-based elections pursuant to Elections Code section 10010 in November 2018, which provided a 90-day "safe harbor" period during which the City could not be sued. In adopting that resolution, the Council restated its prior direction to move forward with a change to district based elections, and its commitment to do so with public outreach and engagement.

In December 2018, Council adopted a community outreach plan and directed staff to return in February 2019 with an update on initial outreach. Based on the results of the initial public outreach as well as legal issues and risks, Council adopted an amended Resolution of Intent, Resolution No. 931-19 (Attachment 1), on March 19, 2019 to place a charter amendment on the ballot in March 2020.

Staff presented information on outreach efforts from December 2018 through April 2019, public input and polling results regarding the preferred structure of a district-based Council election system, as well as legal analysis on a community alternative (the 4+3 model) at a study session on June 11, 2019 (RTC No. 19-0524).

On June 18, 2019 Council provided direction to staff to prepare a ballot measure amending the City Charter to change the electoral system from seven at-large numbered seats to six district seats and an at-large, directly elected mayor and engage in a public process for district-map drawing to determine the boundaries for six city council districts (RTC No. 19-0362).

Phase 2 of the public engagement process is outreach with the community to develop proposed

district maps for Council consideration. The City hired National Demographics Corporation (NDC) to facilitate the map making process with the community and PlaceWorks to continue to support the City with the community engagement. This outreach and map development began in August 2019 and community members submitted 26 initial maps through the online and paper tools offered and three maps were prepared by the City demographer NDC.

On September 10, 2019 Council reviewed the initial map submissions and selected seven preferred maps (RTC No. 19-0675) to be shared with the community for comment and refinements. The deadline for submitting refined maps was September 29, 2019.

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 sections 15320, 15378 and 15061 (b)(3) as it is an organizational structure change and does not have the potential to result in either a direct or reasonable foreseeable indirect physical change in the environment.

DISCUSSION

State law has strict process requirements for creating district boundaries. The City is required to hold a minimum of four public hearings and make maps under consideration publicly available for at least seven days before a public hearing. Districts must comply with the following state and federally mandated legal criteria:

1. each council district shall contain a nearly equal population as required by law;
2. each council district shall be drawn in a manner that complies with the Federal Voting Rights Act; and
3. no council district shall be drawn with race as the predominant factor in violation of the principles established by relevant case law.

In addition to these legal criteria, other factors may be considered, such as communities of interest and geographic boundaries. Residents will be encouraged to comment on maps created by others at community meetings, pop-up events, and four Council hearings all prior to the Council selecting a final map in November. The Council will be informed of public input, but has the discretion to balance criteria and input when making a final selection.

Outreach Efforts

After the Council selected the seven preferred maps on September 10, the City posted the preferred maps on the City’s project website (SunnyvaleElections.org) and requested the community make refinements.

The City’s outreach consultant, PlaceWorks, operated a booth at the State of the City event held in downtown Sunnyvale on September 14, 2019. They spoke with approximately 300 residents about district-based elections and the seven preferred maps selected by Council. Residents were provided the opportunity to use three dots to place on their preferred maps and to provide comments on the maps. The City received 190 dots placed on the maps.

The results were as follows:

Map #	Dots Received
107	42
111	13
112	8
120	38
121	60
126	8
127	21

The City also held a community meeting at Sunnyvale Community Center on September 26, 2019 to receive community comments on the maps and to provide community members with technical assistance in submitting refined maps. NDC made a presentation and was available to provide technical assistance. Approximately 25 community members attended, as well as a local boy scout troop. We added a line for the boy scouts to include dots on their preferred maps. Community comments on each of the maps are included with this report as Attachment 4. Following the same model as State of the City, each attendee was provided three dots to place on their preferred map(s).

The results were as follows:

Map #	Dots Received
107	4
111	7
112	1
120	12
121	7
126	3
127	3

Social Media efforts: Along with the City sponsored website *SunnyvaleElections.org*, the City has used Facebook, Twitter and Nextdoor, totaling 26 posts reaching 158,820 individuals.

Overview of Refined Maps Submitted

Refined maps submitted as well as additional information provided by each map maker were made available for public review on the *SunnyvaleElections.org* website on October 1, 2019, 7 days before the October 8, 2019 meeting, in compliance with California Elections Code section 10010(a)(2).

Map Submissions: A total of eight refined maps deemed qualified were submitted by the public. The refined maps submitted were refinements to original maps numbered 107, 111, 120 and 121. The qualifying refined maps submitted as well as the initial seven preferred maps are included in this

report as Attachment 2. Comments on the maps is included as Attachment 3.

The focus of tonight's hearing is to provide an opportunity for the Council to review all maps, the preferred seven and the refined eight, and narrow them to a group of up to five maps, which will then be the subject of further community outreach and refinement. NDC will make a presentation to the Council on the refined maps.

Map Sequencing: Prior to passage of Elections Code section 10010, sequencing was typically not discussed or determined until the end of the mapping process, when mapping options are significantly narrowed. Elections Code section 10010 now requires that proposed sequencing be published for every draft map. However, at the current stage-15 maps-discussion of sequencing is premature and potentially confusing, since the Council will ultimately narrow the maps under consideration to two or three before making a final decision.

Staff applied random sequencing to all maps submitted without sequences from the map makers. The only maps that included sequencing from the original maker are maps 120 and 121. In addition, with the submission of refined maps, the map maker for 121A and 121B, sequencing was included with the maps. A table showing map sequencing is provided in Attachment 5.

After Council further narrows and receives public input on a more focused group of maps, the Council will be able to have a more robust and effective public discussion on election sequencing. We anticipate that discussion can start at the November 5, 2019 Council meeting. A separate informational presentation on tonight's agenda will introduce legal requirements and principles related to sequencing to help inform future public and Council discussion.

Next Steps

At tonight's meeting the Council is being asked to narrow the maps under consideration to no more than five maps. Following this meeting, the community will be asked to review and make comments on the maps selected by Council. The community will be asked to submit refined maps by October 25, 2019.

Starting October 10, the City will be hosting nine pop-up events to further engage the community on the preferred maps. On November 5, 2019, there will be a public hearing for the Council to review the community comments and narrow the maps under consideration to two or three maps. Finally, at a public hearing on November 12, 2019, Council will be asked to select a single map and election sequence for Council elections beginning in November 2020.

FISCAL IMPACT

No new fiscal impacts are anticipated at this time from the issues discussed in this 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. Provide direction to staff on specific maps to be considered for further community comment and refinement, and consideration of the sequencing of election in the districts of each map.
2. Other direction as provided to staff by the Council.

STAFF RECOMMENDATION

Staff makes no recommendation.

Prepared by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. Resolution No. 931-19
2. Preferred and Refined Draft Maps
3. Map Maker Comments
4. Community Comments on Maps
5. Randomized District Sequencing

RESOLUTION NO. 931-19

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SUNNYVALE AMENDING RESOLUTION NO. 907-18 TO
STATE THE CITY'S INTENT TO PLACE A MEASURE ON
THE MARCH 2020 BALLOT PROPOSING TO AMEND CITY
OF SUNNYVALE CHARTER SECTION 601**

WHEREAS, on November 20, 2018, the City Council adopted Resolution No. 907-18 to address a challenge to the City's election system under the California Voting Rights Act ("CVRA"); and

WHEREAS, Resolution No. 907-18 declared the City's intention to consider an ordinance to place on the March or November 2020 ballot a Charter Amendment(s) amending section 601 of the City of Sunnyvale Charter to eliminate at-large elections with numbered seats and establish a district-based election system (the "Charter Amendment"); and

WHEREAS, in December 2018, the City Council adopted a public outreach and education plan regarding the CVRA and changing the City's election system to a district-based system; and

WHEREAS, feedback at initial community meetings held in February 2019 indicated community support for a Charter Amendment ballot measure in March 2020; and

WHEREAS, at the City Council meeting on February 26, 2019, the City Council directed staff to return with an amendment to Resolution No. 907-18 reflecting the Council's intent to place a measure on the March 2020 ballot to change to district-based City Council elections; and

WHEREAS, Section 6 of Resolution No. 907-18 provides that it shall be amended to include additional specific steps to facilitate the process to change to a district-based election system; and

WHEREAS, the City Council wishes to amend Resolution No. 907-18 to reflect its intent to place the Charter Amendment on the March 2020 ballot.

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

1. Section 3 of Resolution No. 907-18 is hereby amended to read as follows:
 3. Following the community engagement process, the City Council shall consider adopting a resolution in a timely manner calling a municipal election for the purpose of submitting to City voters a ballot measure to place such Charter Amendment or Charter Amendments on the ballot in March 2020.

2. Section 7 is hereby added to Resolution 907-18 as follows:

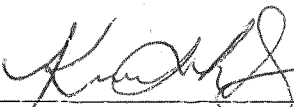
7. Consistent with the public outreach plan approved by the City Council on December 11, 2018, the Council directs staff to bring back a report on the results of public outreach at a public meeting in June 2019. The Council will consider those results and provide direction to staff regarding the content of a Charter Amendment. The Office of the City Attorney shall prepare a draft of such amendment and return to Council in sufficient time to allow for discussion, approval, and adoption of all documents necessary to place the Council's desired measure on the March 2020 ballot.

3. All other provisions of Resolution No. 907-18 shall remain in full force and effect.

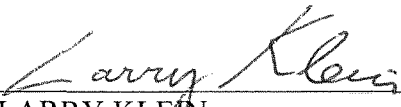
Adopted by the City Council at a regular meeting held on March 19, 2019, by the following vote:

AYES: KLEIN, MELTON, LARSSON, HENDRICKS, SMITH, FONG
NOES: NONE
ABSTAIN: GOLDMAN
ABSENT: NONE
RECUSAL: NONE

ATTEST:


KATHLEEN FRANCO SIMMONS
City Clerk
(SEAL)

APPROVED:


LARRY KLEIN
Mayor

APPROVED AS TO FORM:


MELISSA C. TRONQUET
Assistant City Attorney

Preferred and Refined Draft Maps

Preferred Draft Maps

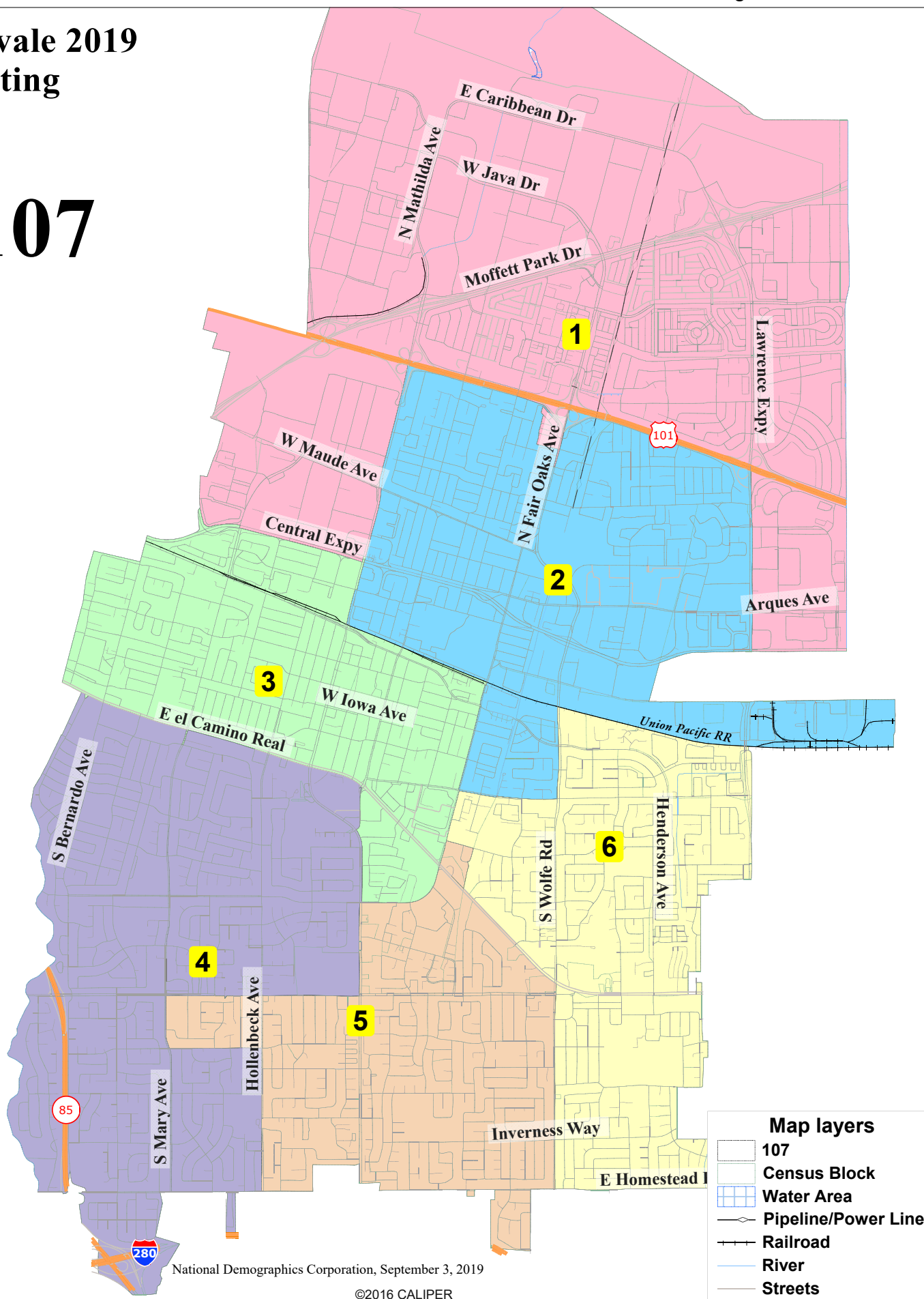
Map #
107
111
112
120
121
126
127

Refined Draft Maps

Map #
107A
111A
111B
120A
120B
120C
121A
121B

Sunnyvale 2019 Districting

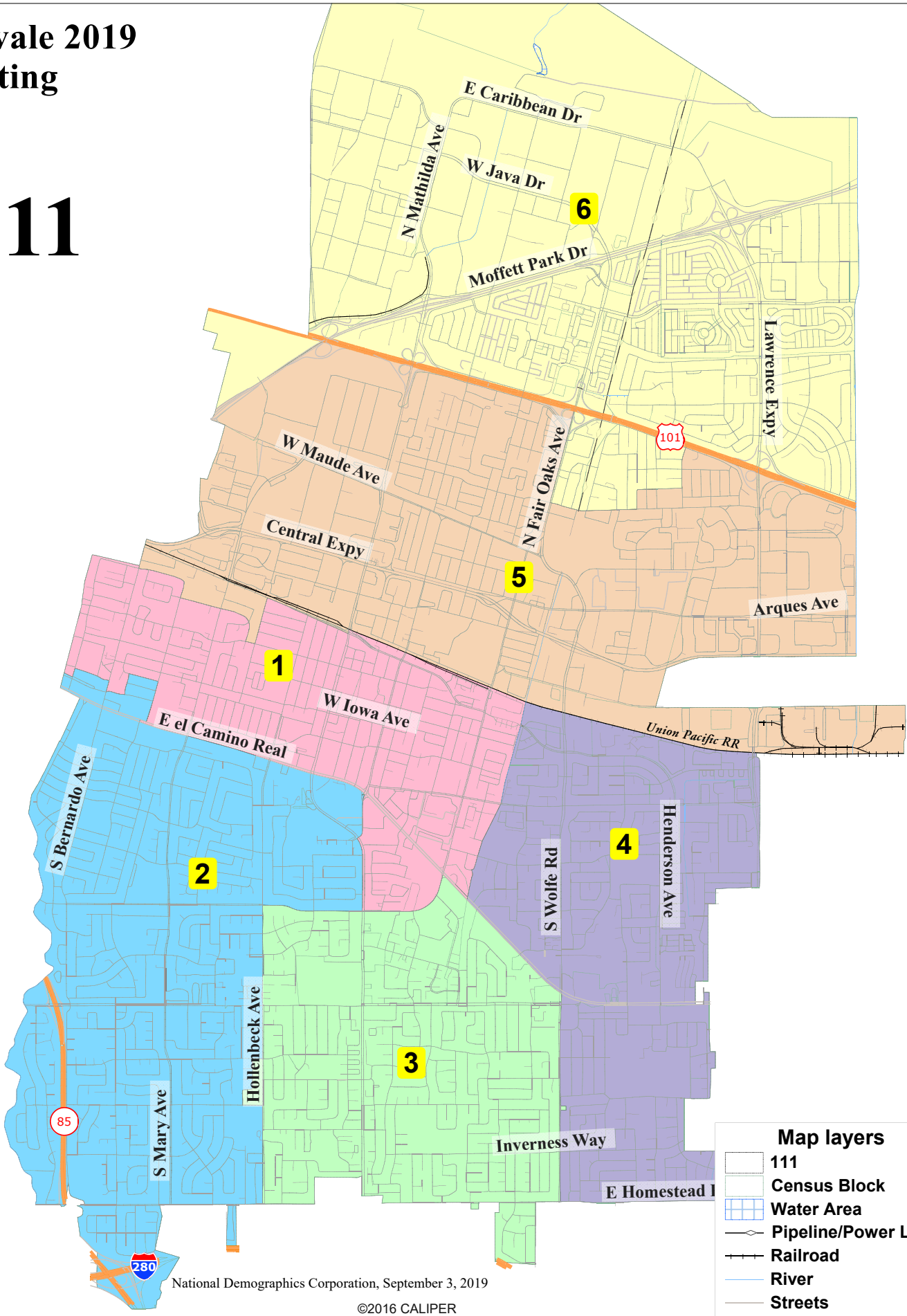
107



City of Sunnyvale - Map 107								
District		1	2	3	4	5	6	Total
	Total Pop	23,016	23,764	23,136	23,318	23,436	23,415	140,085
	Deviation from ideal	-332	416	-212	-30	88	67	748
	% Deviation	-1.42%	1.78%	-0.91%	-0.13%	0.38%	0.29%	3.20%
Total Pop	% Hisp	20%	37%	21%	7%	10%	17%	19%
	% NH White	31%	24%	32%	51%	35%	34%	34%
	% NH Black	2%	2%	2%	1%	2%	2%	2%
	% Asian-American	44%	33%	42%	40%	52%	45%	43%
Citizen Voting Age Pop	Total	8,423	11,528	11,612	14,143	11,274	12,295	69,274
	% Hisp	21%	27%	15%	6%	9%	12%	14%
	% NH White	34%	36%	52%	58%	43%	50%	46%
	% NH Black	3%	4%	3%	1%	3%	2%	2%
	% Asian/Pac.Isl.	42%	32%	29%	35%	44%	36%	36%
	Total	9,014	7,761	8,608	12,375	9,250	9,780	56,788
	% Latino est.	22%	25%	15%	6%	6%	12%	13%
	% Spanish-Surnamed	20%	23%	13%	5%	6%	10%	12%
Voter Registration (Nov 2018)	% Asian-Surnamed	18%	18%	21%	26%	30%	25%	23%
	% Filipino-Surnamed	4%	4%	2%	1%	1%	2%	2%
	% NH White est.	53%	48%	60%	67%	59%	60%	59%
	% NH Black	3%	5%	3%	1%	3%	2%	3%
Voter Turnout (Nov 2018)	Total	6,066	5,230	6,105	9,480	6,581	6,970	40,432
	% Latino est.	21%	22%	13%	5%	5%	10%	12%
	% Spanish-Surnamed	18%	20%	12%	5%	5%	9%	11%
	% Asian-Surnamed	16%	17%	20%	24%	28%	23%	22%
	% Filipino-Surnamed	4%	4%	2%	1%	1%	2%	2%
	% NH White est.	56%	52%	63%	69%	63%	64%	62%
Voter Turnout (Nov 2016)	% NH Black	4%	6%	3%	1%	3%	2%	3%
	Total	8,334	7,201	7,606	11,165	7,938	8,342	50,585
	% Latino est.	20%	24%	14%	5%	6%	11%	13%
	% Spanish-Surnamed	18%	21%	13%	5%	5%	10%	11%
	% Asian-Surnamed	16%	17%	20%	23%	27%	23%	21%
	% Filipino-Surnamed	4%	4%	2%	1%	1%	2%	2%
ACS Pop. Est.	% NH White est.	50%	46%	57%	67%	61%	60%	58%
	% NH Black est.	5%	5%	3%	1%	3%	2%	3%
	Total	16,601	23,440	23,273	24,729	24,518	22,661	135,222
Age	age0-19	19%	23%	22%	27%	27%	23%	24%
	age20-60	65%	66%	64%	50%	57%	60%	60%
	age60plus	16%	11%	13%	22%	16%	16%	16%
Immigration	immigrants	48%	47%	48%	39%	56%	50%	48%
	naturalized	40%	33%	32%	50%	39%	38%	38%
Language spoken at home	english	41%	38%	42%	54%	38%	41%	43%
	spanish	17%	27%	15%	4%	5%	8%	12%
	asian-lang	31%	23%	26%	25%	31%	31%	28%
	other lang	11%	11%	17%	17%	26%	20%	17%
Language Fluency	Speaks Eng. "Less than Very Well"	25%	26%	19%	13%	18%	19%	20%
Education (among those age 25+)	hs-grad	36%	33%	29%	24%	24%	28%	29%
	bachelor	26%	27%	30%	33%	35%	31%	31%
	graduatedegree	27%	24%	35%	38%	38%	35%	33%
Child in Household	child-under18	26%	32%	30%	40%	45%	35%	35%
Pct of Pop. Age 16+	employed	68%	74%	69%	60%	64%	65%	67%
Household Income	income 0-25k	9%	10%	10%	8%	8%	9%	9%
	income 25-50k	12%	15%	9%	8%	11%	12%	11%
	income 50-75k	12%	12%	10%	9%	10%	10%	10%
	income 75-200k	46%	44%	45%	37%	43%	44%	43%
	income 200k-plus	21%	19%	25%	38%	28%	26%	27%
Housing Stats	single family	63%	47%	37%	81%	55%	54%	55%
	multi-family	37%	53%	63%	19%	45%	46%	45%
	rented	47%	61%	71%	32%	54%	57%	54%
	owned	53%	39%	29%	68%	46%	43%	46%
Total population data from the 2010 Decennial Census.								
Surname-based Voter Registration and Turnout data from the California Statewide Database.								
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2013-2017 American Community Survey and Special Tabulation 5-year data.								

Sunnyvale 2019
Districting

111



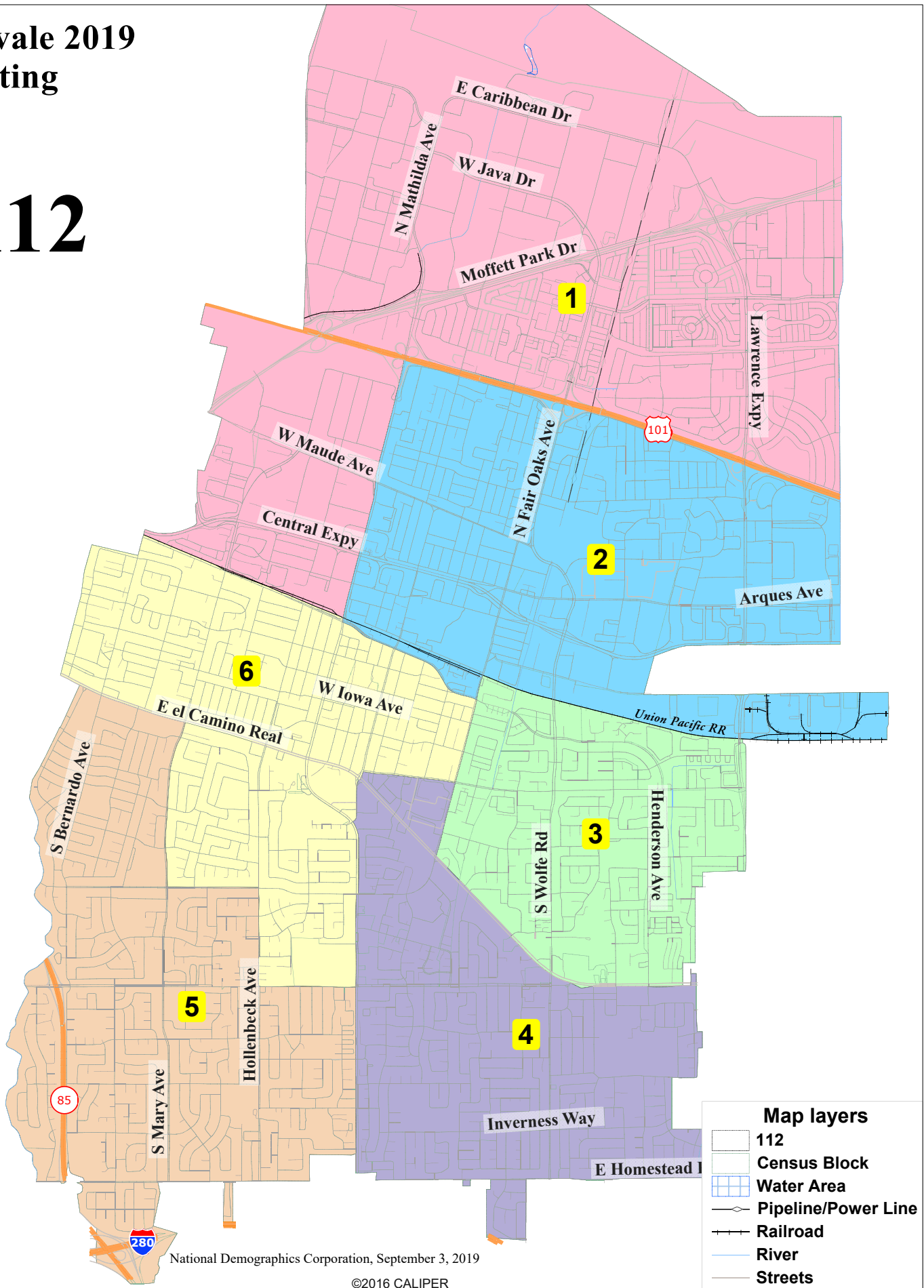
National Demographics Corporation, September 3, 2019

©2016 CALIPER

City of Sunnyvale - Map 111								
District		1	2	3	4	5	6	Total
	Total Pop	23,351	23,353	23,352	23,336	23,344	23,349	140,085
	Deviation from ideal	3	5	4	-12	-4	1	17
	% Deviation	0.01%	0.02%	0.02%	-0.05%	-0.02%	0.00%	0.07%
Total Pop	% Hisp	23%	7%	9%	15%	32%	26%	19%
	% NH White	29%	49%	36%	35%	27%	30%	34%
	% NH Black	2%	1%	2%	2%	2%	2%	2%
	% Asian-American	43%	41%	51%	46%	36%	39%	43%
Citizen Voting Age Pop	Total	11,274	14,000	11,208	12,166	11,266	9,359	69,274
	% Hisp	18%	6%	6%	12%	24%	23%	14%
	% NH White	50%	57%	45%	49%	40%	31%	46%
	% NH Black	3%	1%	3%	2%	3%	3%	2%
	% Asian/Pac.Isl.	29%	35%	44%	37%	31%	41%	36%
Voter Registration (Nov 2018)	Total	7,887	12,190	9,531	9,931	7,889	9,360	56,788
	% Latino est.	16%	6%	6%	11%	22%	24%	13%
	% Spanish-Surnamed	14%	5%	6%	10%	20%	22%	12%
	% Asian-Surnamed	21%	26%	30%	25%	18%	18%	23%
	% Filipino-Surnamed	2%	1%	1%	2%	3%	5%	2%
	% NH White est.	59%	67%	60%	60%	53%	50%	59%
	% NH Black	3%	1%	3%	2%	4%	4%	3%
Voter Turnout (Nov 2018)	Total	5,512	9,315	6,820	7,122	5,385	6,278	40,432
	% Latino est.	14%	5%	5%	9%	20%	22%	12%
	% Spanish-Surnamed	12%	5%	5%	8%	18%	20%	11%
	% Asian-Surnamed	20%	24%	27%	23%	17%	15%	22%
	% Filipino-Surnamed	2%	1%	1%	2%	3%	5%	2%
	% NH White est.	61%	69%	63%	64%	57%	54%	62%
	% NH Black	3%	1%	3%	2%	4%	4%	3%
Voter Turnout (Nov 2016)	Total	6,893	10,996	8,158	8,668	7,259	8,611	50,585
	% Latino est.	15%	6%	6%	10%	21%	21%	13%
	% Spanish-Surnamed	14%	5%	5%	9%	19%	19%	11%
	% Asian-Surnamed	20%	23%	27%	24%	16%	16%	21%
	% Filipino-Surnamed	2%	1%	1%	2%	3%	5%	2%
	% NH White est.	55%	67%	61%	59%	50%	49%	58%
	% NH Black est.	4%	1%	3%	3%	4%	4%	3%
ACS Pop. Est.	Total	23,764	24,690	24,561	21,934	23,530	16,743	135,222
Age	age0-19	23%	27%	27%	23%	21%	20%	24%
	age20-60	64%	51%	57%	60%	68%	63%	60%
	age60plus	13%	22%	16%	17%	11%	17%	16%
Immigration	immigrants	50%	39%	55%	49%	47%	46%	48%
	naturalized	30%	49%	40%	39%	31%	44%	38%
Language spoken at home	english	40%	54%	38%	42%	40%	40%	43%
	spanish	15%	4%	5%	8%	23%	22%	12%
	asian-lang	28%	25%	31%	30%	22%	31%	28%
	other lang	17%	17%	26%	20%	14%	7%	17%
Language Fluency	Speaks Eng. "Less than Very Well"	19%	13%	17%	18%	23%	28%	20%
Education (among those age 25+)	hs-grad	29%	25%	24%	27%	29%	41%	29%
	bachelor	29%	33%	35%	31%	29%	24%	31%
	graduatedegree	34%	38%	38%	35%	29%	21%	33%
Child in Household	child-under18	31%	40%	45%	35%	29%	29%	35%
Pct of Pop. Age 16+	employed	69%	60%	64%	65%	73%	68%	67%
Household Income	income 0-25k	11%	8%	7%	8%	8%	11%	9%
	income 25-50k	10%	8%	11%	13%	12%	13%	11%
	income 50-75k	11%	9%	10%	10%	11%	13%	10%
	income 75-200k	45%	37%	42%	43%	47%	45%	43%
	income 200k-plus	24%	37%	29%	26%	22%	17%	27%
Housing Stats	single family	37%	78%	56%	56%	44%	68%	55%
	multi-family	63%	22%	44%	44%	56%	32%	45%
	rented	73%	34%	52%	56%	62%	44%	54%
	owned	27%	66%	48%	44%	38%	56%	46%
Total population data from the 2010 Decennial Census.								
Surname-based Voter Registration and Turnout data from the California Statewide Database.								
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2013-2017 American Community Survey and Special Tabulation 5-year data.								

Sunnyvale 2019 Districting

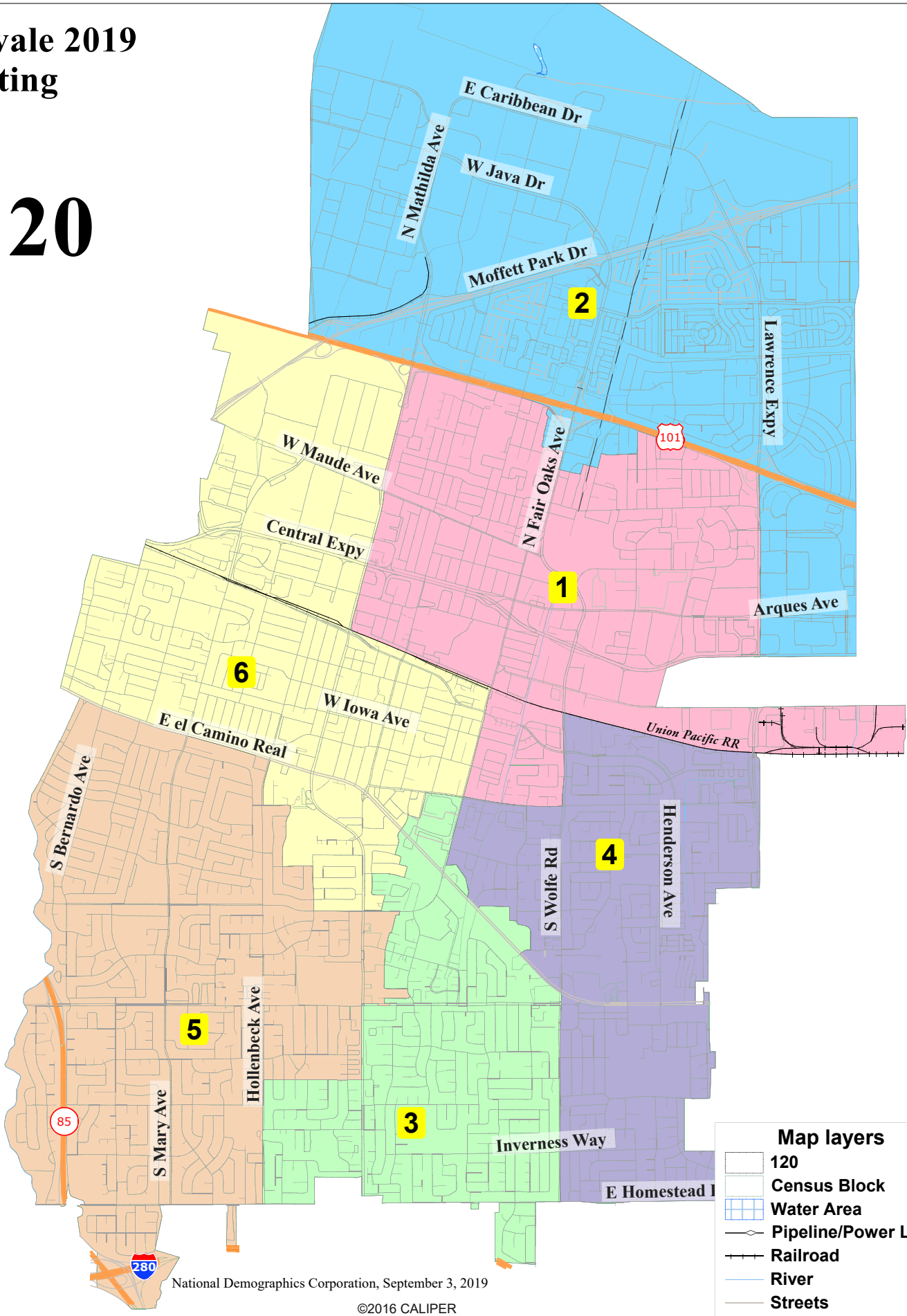
112



City of Sunnyvale - Map 112								
District		1	2	3	4	5	6	Total
	Total Pop	24,043	22,547	22,639	24,006	23,960	22,890	140,085
	Deviation from ideal	695	-801	-709	658	612	-458	1,496
	% Deviation	2.98%	-3.43%	-3.04%	2.82%	2.62%	-1.96%	6.41%
Total Pop	% Hisp	20%	38%	19%	9%	9%	20%	19%
	% NH White	32%	25%	29%	36%	45%	40%	34%
	% NH Black	2%	2%	3%	1%	2%	2%	2%
	% Asian-American	43%	33%	47%	52%	43%	36%	43%
Citizen Voting Age Pop	Total	9,442	11,186	10,845	10,862	13,877	13,062	69,274
	% Hisp	21%	26%	16%	7%	6%	13%	14%
	% NH White	34%	37%	46%	49%	53%	55%	46%
	% NH Black	3%	3%	3%	2%	2%	1%	2%
	% Asian/Pac.Isl.	41%	32%	35%	41%	38%	29%	36%
Voter Registration (Nov 2018)	Total	9,833	7,471	8,271	9,188	11,949	10,076	56,788
	% Latino est.	21%	26%	12%	7%	6%	13%	13%
	% Spanish-Surnamed	19%	23%	11%	6%	5%	11%	12%
	% Asian-Surnamed	18%	17%	25%	27%	28%	21%	23%
	% Filipino-Surnamed	4%	4%	2%	1%	1%	1%	2%
	% NH White est.	53%	49%	58%	62%	63%	63%	59%
	% NH Black	3%	4%	3%	2%	2%	1%	3%
Voter Turnout (Nov 2018)	Total	6,717	4,984	5,765	6,793	8,859	7,314	40,432
	% Latino est.	19%	23%	11%	6%	5%	11%	12%
	% Spanish-Surnamed	17%	21%	9%	5%	4%	10%	11%
	% Asian-Surnamed	16%	16%	23%	26%	26%	20%	22%
	% Filipino-Surnamed	4%	4%	2%	1%	1%	1%	2%
	% NH White est.	57%	52%	61%	65%	66%	66%	62%
	% NH Black	4%	5%	3%	3%	2%	1%	3%
Voter Turnout (Nov 2016)	Total	9,019	6,814	7,060	8,278	10,695	8,719	50,585
	% Latino est.	19%	25%	12%	7%	6%	12%	13%
	% Spanish-Surnamed	17%	22%	10%	6%	5%	11%	11%
	% Asian-Surnamed	16%	16%	25%	25%	25%	20%	21%
	% Filipino-Surnamed	4%	4%	2%	1%	1%	1%	2%
	% NH White est.	52%	45%	55%	63%	64%	62%	58%
	% NH Black est.	4%	4%	4%	3%	2%	2%	3%
ACS Pop. Est.	Total	17,306	22,998	21,280	23,619	25,081	24,938	135,222
Age	age0-19	18%	23%	22%	28%	27%	24%	24%
	age20-60	66%	66%	63%	55%	54%	60%	60%
	age60plus	16%	11%	16%	17%	19%	16%	16%
Immigration	immigrants	49%	46%	54%	52%	46%	43%	48%
	naturalized	39%	34%	32%	39%	49%	36%	38%
Language spoken at home	english	42%	39%	38%	40%	48%	47%	43%
	spanish	14%	29%	9%	5%	4%	15%	12%
	asian-lang	30%	22%	31%	31%	28%	24%	28%
	other lang	13%	10%	22%	24%	20%	14%	17%
Language Fluency	Speaks Eng. "Less than Very Well"	24%	27%	20%	16%	15%	18%	20%
Education (among those age 25+)	hs-grad	34%	34%	25%	23%	25%	31%	29%
	bachelor	27%	28%	31%	34%	35%	29%	31%
	graduatedegree	30%	23%	37%	39%	37%	33%	33%
Child in Household	child-under18	25%	32%	32%	46%	41%	32%	35%
Pct of Pop. Age 16+	employed	68%	74%	65%	64%	62%	67%	67%
Household Income	income 0-25k	8%	10%	10%	7%	8%	10%	9%
	income 25-50k	11%	14%	12%	10%	10%	10%	11%
	income 50-75k	12%	12%	10%	8%	11%	11%	10%
	income 75-200k	47%	45%	44%	45%	37%	42%	43%
	income 200k-plus	22%	19%	24%	30%	34%	28%	27%
Housing Stats	single family	60%	47%	46%	63%	69%	49%	55%
	multi-family	40%	53%	54%	37%	31%	51%	45%
	rented	48%	62%	64%	47%	41%	62%	54%
	owned	52%	38%	36%	53%	59%	38%	46%
Total population data from the 2010 Decennial Census.								
Surname-based Voter Registration and Turnout data from the California Statewide Database.								
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2013-2017 American Community Survey and Special Tabulation 5-year data.								

Sunnyvale 2019
Districting

120



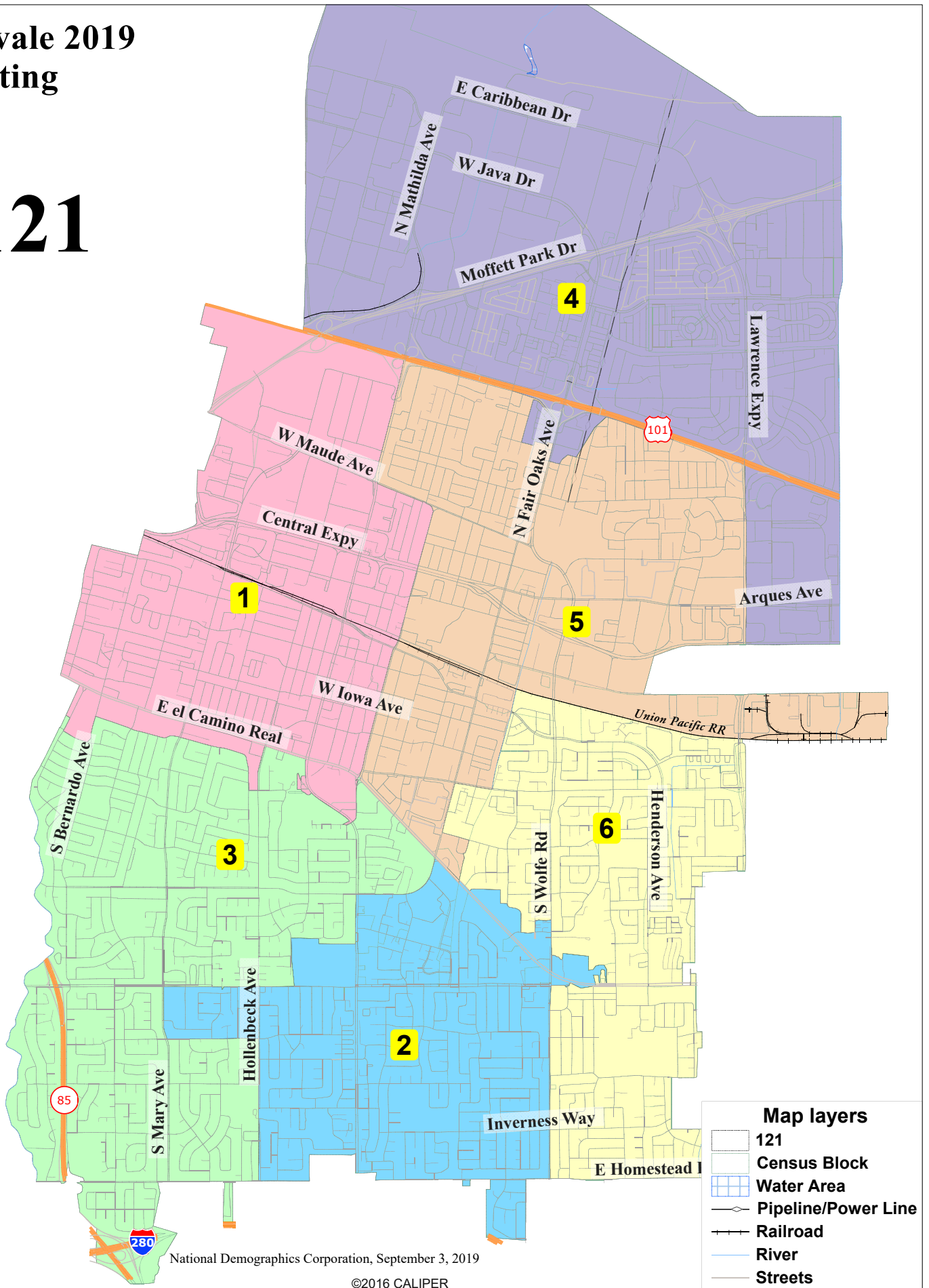
National Demographics Corporation, September 3, 2019

©2016 CALIPER

City of Sunnyvale - Map 120								
District		1	2	3	4	5	6	Total
	Total Pop	22,373	22,305	22,568	24,005	24,556	24,278	140,085
Total Pop	Deviation from ideal	-975	-1,043	-780	657	1,208	930	2,251
	% Deviation	-4.18%	-4.47%	-3.34%	2.81%	5.17%	3.98%	9.64%
	% Hisp	37%	23%	8%	18%	8%	21%	19%
	% NH White	24%	32%	31%	33%	51%	34%	34%
	% NH Black	2%	2%	2%	2%	1%	3%	2%
	% Asian-American	33%	41%	57%	45%	39%	41%	43%
Citizen Voting Age Pop	Total	10,812	8,382	9,638	12,748	14,611	13,084	69,274
	% Hisp	27%	22%	7%	14%	6%	15%	14%
	% NH White	36%	34%	43%	49%	58%	51%	46%
	% NH Black	4%	3%	3%	2%	1%	2%	2%
	% Asian/Pac.Isl.	32%	40%	46%	35%	34%	31%	36%
Voter Registration (Nov 2018)	Total	7,360	8,969	8,303	9,860	12,731	9,565	56,788
	% Latino est.	25%	23%	7%	12%	5%	14%	13%
	% Spanish-Surnamed	23%	21%	6%	10%	5%	13%	12%
	% Asian-Surnamed	18%	18%	30%	25%	26%	21%	23%
	% Filipino-Surnamed	4%	4%	1%	2%	1%	1%	2%
	% NH White est.	48%	51%	58%	60%	67%	61%	59%
	% NH Black	5%	3%	3%	2%	1%	2%	3%
Voter Turnout (Nov 2018)	Total	4,980	6,005	5,839	7,019	9,801	6,788	40,432
	% Latino est.	22%	21%	6%	10%	5%	13%	12%
	% Spanish-Surnamed	20%	19%	5%	9%	4%	12%	11%
	% Asian-Surnamed	17%	15%	28%	23%	24%	20%	22%
	% Filipino-Surnamed	4%	4%	1%	2%	1%	2%	2%
	% NH White est.	52%	55%	61%	64%	69%	64%	62%
	% NH Black	6%	4%	3%	2%	1%	2%	3%
Voter Turnout (Nov 2016)	Total	6,823	8,196	7,083	8,411	11,676	8,397	50,585
	% Latino est.	23%	21%	7%	11%	5%	14%	13%
	% Spanish-Surnamed	21%	18%	6%	10%	5%	12%	11%
	% Asian-Surnamed	17%	16%	28%	23%	23%	19%	21%
	% Filipino-Surnamed	4%	4%	1%	2%	1%	1%	2%
	% NH White est.	46%	49%	59%	60%	67%	58%	58%
	% NH Black est.	5%	5%	4%	2%	1%	3%	3%
ACS Pop. Est.	Total	22,039	15,906	22,292	23,342	25,858	25,785	135,222
Age	age0-19	23%	20%	27%	23%	27%	22%	24%
	age20-60	66%	64%	57%	60%	51%	65%	60%
	age60plus	11%	17%	16%	16%	22%	13%	16%
Immigration	immigrants	47%	47%	56%	51%	42%	47%	48%
	naturalized	32%	43%	38%	38%	48%	33%	38%
Language spoken at home	english	38%	41%	37%	41%	52%	44%	43%
	spanish	27%	20%	5%	8%	4%	14%	12%
	asian-lang	23%	31%	31%	31%	26%	25%	28%
	other lang	12%	8%	26%	21%	19%	16%	17%
Language Fluency	Speaks Eng. "Less than Very Well"	26%	26%	18%	19%	14%	18%	20%
Education (among those age 25+)	hs-grad	32%	39%	24%	28%	24%	29%	29%
	bachelor	28%	24%	35%	31%	34%	30%	31%
	graduatedegree	25%	24%	38%	35%	39%	35%	33%
Child in Household	child-under18	32%	27%	45%	35%	41%	29%	35%
Pct of Pop. Age 16+	employed	73%	68%	64%	65%	60%	69%	67%
Household Income	income 0-25k	9%	10%	8%	9%	8%	10%	9%
	income 25-50k	15%	13%	11%	12%	8%	9%	11%
	income 50-75k	12%	13%	10%	10%	10%	10%	10%
	income 75-200k	44%	45%	43%	44%	38%	45%	43%
	income 200k-plus	20%	19%	28%	25%	37%	27%	27%
Housing Stats	single family	47%	67%	54%	54%	77%	40%	55%
	multi-family	53%	33%	46%	46%	23%	60%	45%
	rented	61%	44%	54%	58%	35%	68%	54%
	owned	39%	56%	46%	42%	65%	32%	46%
Total population data from the 2010 Decennial Census.								
Surname-based Voter Registration and Turnout data from the California Statewide Database.								
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2013-2017 American Community Survey and Special Tabulation 5-year data.								

Sunnyvale 2019 Districting

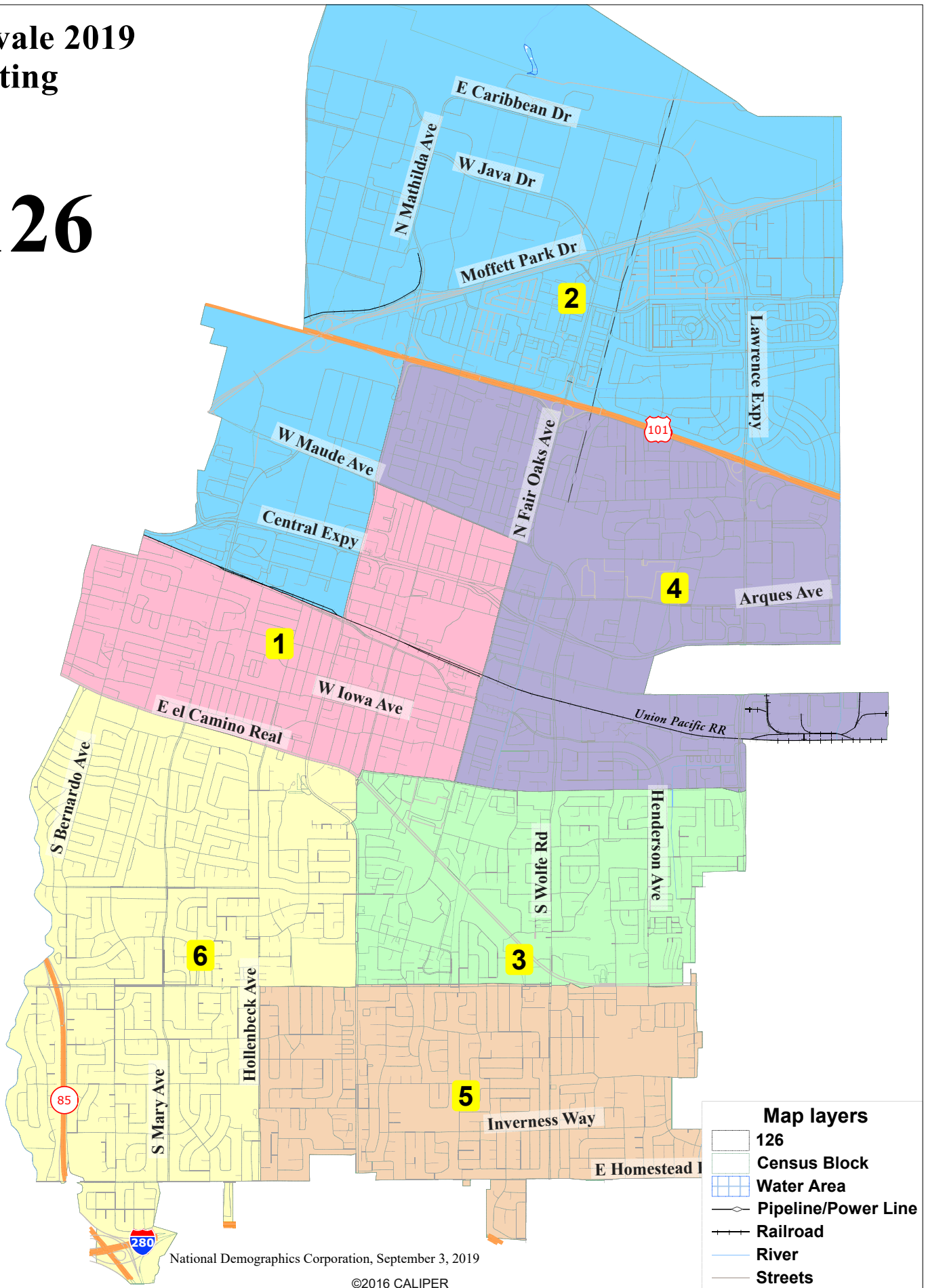
121



City of Sunnyvale - Map 121								
District		1	2	3	4	5	6	Total
	Total Pop	23,051	23,719	23,347	22,067	24,067	23,834	140,085
	Deviation from ideal	-297	371	-1	-1,281	719	486	2,000
	% Deviation	-1.27%	1.59%	0.00%	-5.49%	3.08%	2.08%	8.57%
Total Pop	% Hisp	22%	10%	7%	22%	36%	17%	19%
	% NH White	32%	35%	51%	32%	24%	34%	34%
	% NH Black	3%	2%	1%	2%	2%	2%	2%
	% Asian-American	42%	52%	39%	41%	36%	45%	43%
Citizen Voting Age Pop	Total	11,680	11,335	14,130	8,259	11,516	12,355	69,274
	% Hisp	17%	6%	6%	22%	26%	12%	14%
	% NH White	49%	44%	58%	34%	36%	50%	46%
	% NH Black	2%	3%	1%	3%	4%	2%	2%
	% Asian/Pac.Isl.	31%	45%	33%	40%	32%	35%	36%
Voter Registration (Nov 2018)	Total	8,428	9,472	12,219	8,821	7,830	10,018	56,788
	% Latino est.	15%	6%	6%	23%	24%	11%	13%
	% Spanish-Surnamed	13%	6%	5%	21%	22%	10%	12%
	% Asian-Surnamed	21%	30%	26%	18%	18%	25%	23%
	% Filipino-Surnamed	2%	1%	1%	4%	4%	2%	2%
	% NH White est.	61%	60%	67%	52%	48%	60%	59%
	% NH Black	2%	3%	1%	3%	5%	2%	3%
Voter Turnout (Nov 2018)	Total	5,992	6,747	9,379	5,913	5,257	7,144	40,432
	% Latino est.	14%	6%	5%	21%	22%	10%	12%
	% Spanish-Surnamed	12%	5%	5%	19%	19%	9%	11%
	% Asian-Surnamed	19%	28%	24%	15%	17%	23%	22%
	% Filipino-Surnamed	2%	1%	1%	4%	4%	2%	2%
	% NH White est.	63%	63%	69%	56%	52%	64%	62%
	% NH Black	2%	3%	1%	4%	6%	2%	3%
Voter Turnout (Nov 2016)	Total	7,323	8,089	11,096	8,063	7,275	8,740	50,585
	% Latino est.	15%	6%	6%	20%	23%	11%	13%
	% Spanish-Surnamed	13%	5%	5%	18%	21%	10%	11%
	% Asian-Surnamed	19%	27%	23%	16%	17%	23%	21%
	% Filipino-Surnamed	1%	1%	1%	4%	4%	2%	2%
	% NH White est.	58%	61%	67%	49%	46%	59%	58%
	% NH Black est.	4%	3%	1%	5%	4%	3%	3%
ACS Pop. Est.	Total	23,363	24,863	24,893	15,680	23,831	22,592	135,222
Age	age0-19	21%	27%	27%	20%	23%	23%	24%
	age20-60	66%	57%	51%	63%	65%	60%	60%
	age60plus	13%	16%	22%	17%	12%	16%	16%
Immigration	immigrants	47%	56%	41%	47%	47%	50%	48%
	naturalized	32%	39%	48%	43%	33%	38%	38%
Language spoken at home	english	43%	38%	52%	41%	39%	41%	43%
	spanish	15%	5%	4%	20%	26%	8%	12%
	asian-lang	25%	31%	26%	31%	23%	31%	28%
	other lang	16%	26%	18%	9%	12%	21%	17%
Language Fluency	Speaks Eng. "Less than Very Well"	19%	18%	13%	26%	25%	18%	20%
Education (among those age 25+)	hs-grad	28%	24%	24%	39%	32%	28%	29%
	bachelor	29%	35%	34%	24%	28%	31%	31%
	graduatedegree	35%	38%	39%	24%	25%	35%	33%
Child in Household	child-under18	30%	44%	41%	27%	31%	35%	35%
Pct of Pop. Age 16+	employed	70%	64%	60%	68%	72%	65%	67%
Household Income	income 0-25k	8%	8%	7%	10%	12%	9%	9%
	income 25-50k	9%	11%	8%	13%	14%	13%	11%
	income 50-75k	10%	10%	9%	13%	12%	10%	10%
	income 75-200k	47%	43%	38%	45%	43%	44%	43%
	income 200k-plus	27%	29%	37%	19%	20%	25%	27%
Housing Stats	single family	41%	55%	77%	67%	44%	54%	55%
	multi-family	59%	45%	23%	33%	56%	46%	45%
	rented	66%	53%	34%	44%	65%	57%	54%
	owned	34%	47%	66%	56%	35%	43%	46%
Total population data from the 2010 Decennial Census.								
Surname-based Voter Registration and Turnout data from the California Statewide Database.								
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2013-2017 American Community Survey and Special Tabulation								

Sunnyvale 2019 Districting

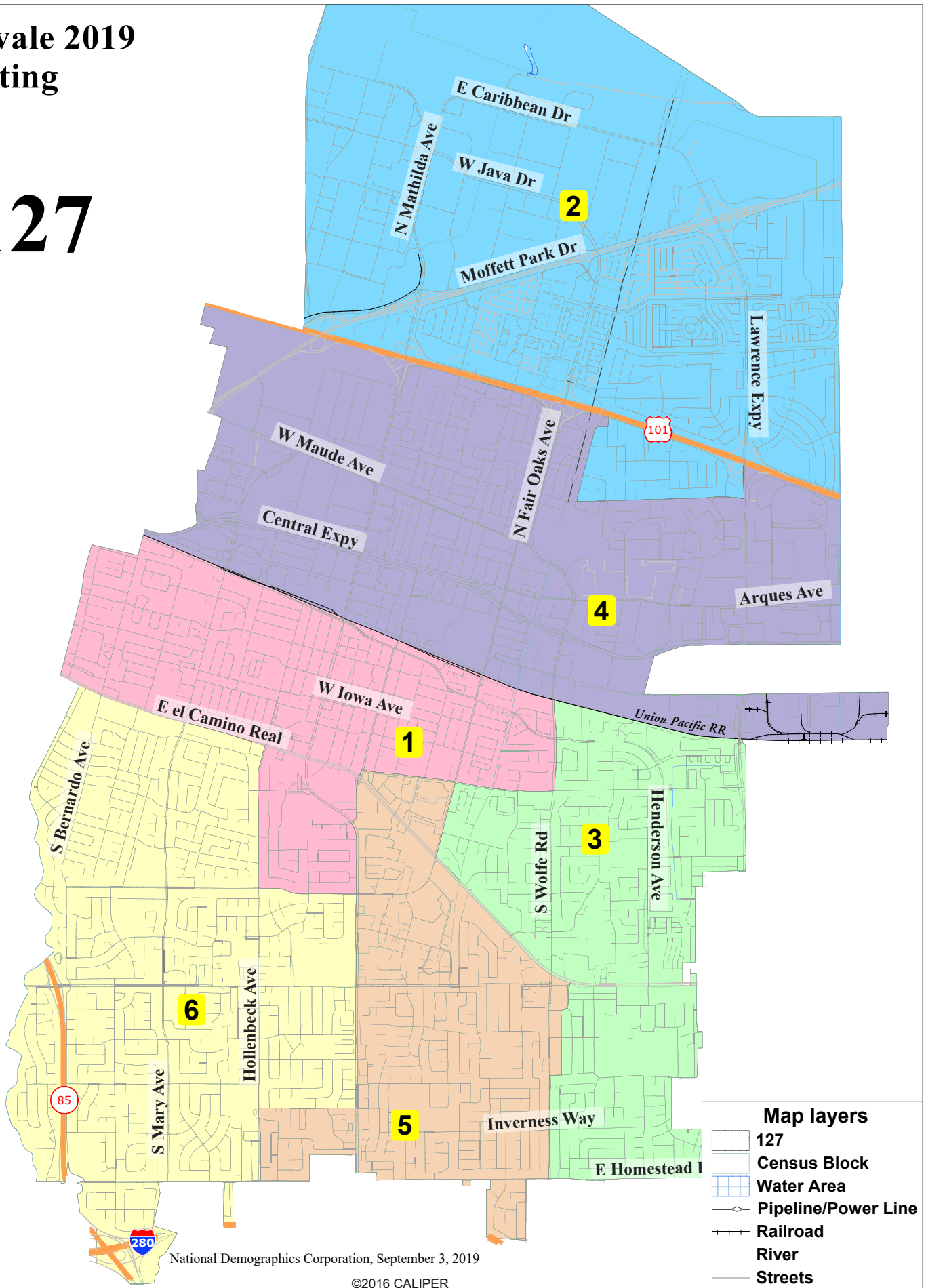
126



City of Sunnyvale - Map 126									
District		1	2	3	4	5	6	Total	
	Total Pop	22,443	24,043	23,844	23,372	22,484	23,899	140,085	
	Deviation from ideal	-905	695	496	24	-864	551	1,600	
	% Deviation	-3.88%	2.98%	2.12%	0.10%	-3.70%	2.36%	6.85%	
Total Pop	% Hisp	28%	20%	17%	32%	10%	7%	19%	
	% NH White	32%	32%	29%	24%	38%	51%	34%	
	% NH Black	2%	2%	2%	2%	2%	1%	2%	
	% Asian-American	36%	43%	50%	38%	48%	39%	43%	
Citizen Voting Age Pop	Total	11,951	9,442	10,409	10,958	11,956	14,558	69,274	
	% Hisp	19%	21%	14%	22%	7%	6%	14%	
	% NH White	50%	34%	48%	37%	45%	58%	46%	
	% NH Black	2%	3%	2%	3%	3%	1%	2%	
	% Asian/Pac.Isl.	27%	41%	35%	36%	43%	35%	36%	
	Total	8,455	9,833	7,670	7,880	10,222	12,728	56,788	
	% Latino est.	17%	21%	12%	23%	7%	6%	13%	
	% Spanish-Surnamed	16%	19%	10%	20%	6%	5%	12%	
Voter Registration (Nov 2018)	% Asian-Surnamed	20%	18%	25%	19%	29%	26%	23%	
	% Filipino-Surnamed	2%	4%	2%	4%	1%	1%	2%	
	% NH White est.	59%	53%	59%	49%	60%	67%	59%	
	% NH Black	2%	3%	2%	5%	3%	1%	3%	
Voter Turnout (Nov 2018)	Total	5,925	6,717	5,355	5,291	7,380	9,764	40,432	
	% Latino est.	16%	19%	10%	20%	6%	5%	12%	
	% Spanish-Surnamed	14%	17%	9%	18%	5%	5%	11%	
	% Asian-Surnamed	19%	16%	23%	18%	27%	24%	22%	
	% Filipino-Surnamed	2%	4%	2%	4%	1%	1%	2%	
	% NH White est.	62%	57%	63%	53%	63%	69%	62%	
	% NH Black	2%	4%	2%	5%	3%	1%	3%	
	Total	7,251	9,019	6,656	7,378	8,737	11,545	50,585	
	% Latino est.	17%	19%	10%	21%	7%	5%	13%	
	% Spanish-Surnamed	15%	17%	9%	19%	6%	5%	11%	
	% Asian-Surnamed	18%	16%	24%	19%	26%	23%	21%	
	% Filipino-Surnamed	2%	4%	2%	4%	1%	1%	2%	
Voter Turnout (Nov 2016)	% NH White est.	56%	52%	57%	45%	62%	67%	58%	
	% NH Black est.	4%	4%	2%	4%	3%	1%	3%	
	ACS Pop. Est.	Total	23,595	17,306	22,911	22,787	23,318	25,305	135,222
	Age	age0-19	22%	18%	24%	23%	27%	27%	24%
age20-60		65%	66%	60%	65%	57%	50%	60%	
age60plus		13%	16%	16%	12%	16%	22%	16%	
Immigration	immigrants	47%	49%	56%	47%	52%	39%	48%	
	naturalized	33%	39%	31%	33%	46%	50%	38%	
Language spoken at home	english	43%	42%	35%	38%	41%	54%	43%	
	spanish	19%	14%	8%	25%	6%	4%	12%	
	asian-lang	25%	30%	32%	24%	30%	25%	28%	
	other lang	13%	13%	25%	13%	23%	17%	17%	
Language Fluency	Speaks Eng. "Less than Very Well"	20%	24%	20%	26%	16%	13%	20%	
Education (among those age 25+)	hs-grad	30%	34%	25%	32%	28%	24%	29%	
	bachelor	29%	27%	33%	27%	34%	34%	31%	
	graduatedegree	32%	30%	37%	26%	35%	39%	33%	
Child in Household	child-under18	29%	25%	37%	33%	45%	40%	35%	
Pct of Pop. Age 16+	employed	70%	68%	63%	73%	65%	60%	67%	
Household Income	income 0-25k	11%	8%	9%	10%	7%	7%	9%	
	income 25-50k	9%	11%	10%	16%	12%	8%	11%	
	income 50-75k	10%	12%	10%	12%	10%	9%	10%	
	income 75-200k	45%	47%	47%	43%	40%	37%	43%	
	income 200k-plus	25%	22%	23%	19%	30%	38%	27%	
Housing Stats	single family	40%	60%	43%	47%	64%	81%	55%	
	multi-family	60%	40%	57%	53%	36%	19%	45%	
	rented	70%	48%	67%	60%	46%	31%	54%	
	owned	30%	52%	33%	40%	54%	69%	46%	
Total population data from the 2010 Decennial Census.									
Surname-based Voter Registration and Turnout data from the California Statewide Database.									
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2013-2017 American Community Survey and Special Tabulation 5-year data.									

Sunnyvale 2019 Districting

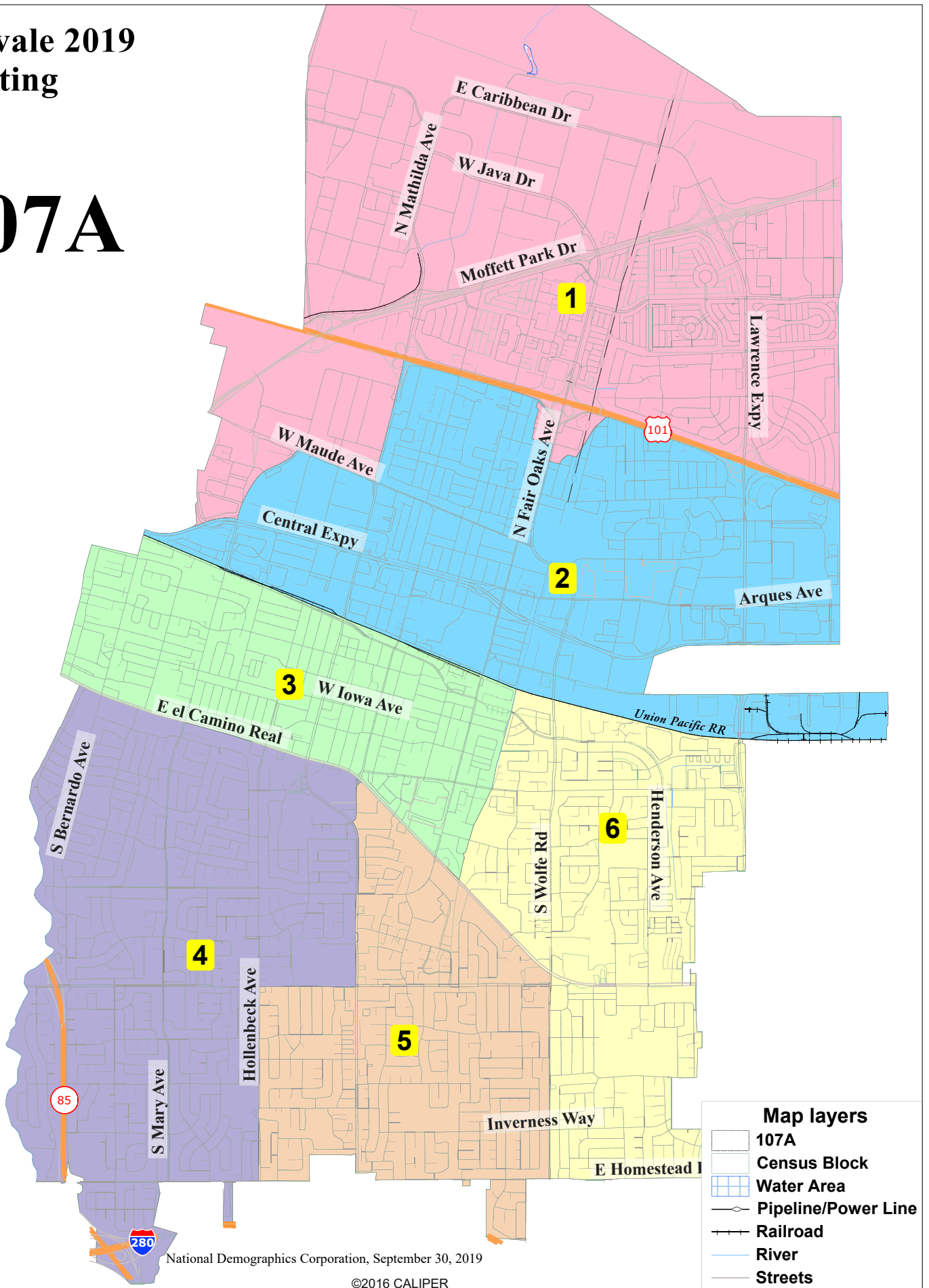
127



City of Sunnyvale - Map 127								
District		1	2	3	4	5	6	Total
	Total Pop	23,372	22,720	23,986	22,996	23,736	23,275	140,085
	Deviation from ideal	24	-628	638	-352	388	-73	1,266
	% Deviation	0.10%	-2.69%	2.73%	-1.51%	1.66%	-0.31%	5.42%
Total Pop	% Hisp	22%	25%	17%	33%	10%	7%	19%
	% NH White	34%	30%	33%	27%	31%	52%	34%
	% NH Black	3%	2%	2%	2%	2%	1%	2%
	% Asian-American	39%	40%	45%	36%	56%	39%	43%
Citizen Voting Age Pop	Total	12,480	9,249	12,616	10,824	9,805	14,300	69,274
	% Hisp	15%	22%	13%	26%	8%	5%	14%
	% NH White	51%	31%	49%	40%	44%	57%	46%
	% NH Black	3%	3%	2%	3%	3%	1%	2%
	% Asian/Pac.Isl.	30%	43%	35%	30%	44%	36%	36%
Voter Registration (Nov 2018)	Total	9,276	9,422	9,768	7,535	8,121	12,666	56,788
	% Latino est.	14%	24%	12%	22%	7%	5%	13%
	% Spanish-Surnamed	13%	22%	10%	20%	7%	4%	12%
	% Asian-Surnamed	21%	17%	25%	18%	30%	26%	23%
	% Filipino-Surnamed	2%	5%	2%	3%	1%	1%	2%
	% NH White est.	60%	49%	60%	53%	58%	67%	59%
	% NH Black	3%	4%	2%	4%	4%	1%	3%
Voter Turnout (Nov 2018)	Total	6,561	6,335	6,951	5,123	5,706	9,756	40,432
	% Latino est.	13%	23%	10%	19%	6%	4%	12%
	% Spanish-Surnamed	12%	20%	9%	17%	6%	4%	11%
	% Asian-Surnamed	20%	15%	23%	17%	28%	25%	22%
	% Filipino-Surnamed	2%	5%	2%	3%	1%	1%	2%
	% NH White est.	63%	53%	64%	57%	61%	69%	62%
	% NH Black	3%	4%	2%	4%	4%	1%	3%
Voter Turnout (Nov 2016)	Total	7,941	8,606	8,386	7,014	7,029	11,610	50,585
	% Latino est.	14%	21%	11%	22%	7%	5%	13%
	% Spanish-Surnamed	12%	19%	10%	20%	6%	4%	11%
	% Asian-Surnamed	20%	16%	23%	16%	28%	24%	21%
	% Filipino-Surnamed	1%	4%	2%	3%	1%	1%	2%
	% NH White est.	58%	49%	60%	50%	58%	67%	58%
	% NH Black est.	4%	4%	2%	4%	3%	2%	3%
ACS Pop. Est.	Total	24,869	16,109	23,206	23,126	23,385	24,527	135,222
Age	age0-19	23%	20%	23%	21%	27%	27%	24%
	age20-60	63%	63%	60%	68%	57%	51%	60%
	age60plus	14%	17%	16%	10%	16%	22%	16%
Immigration	immigrants	46%	46%	51%	48%	56%	41%	48%
	naturalized	33%	44%	37%	31%	37%	50%	38%
Language spoken at home	english	44%	41%	40%	40%	37%	52%	43%
	spanish	16%	21%	8%	24%	5%	3%	12%
	asian-lang	26%	31%	31%	22%	31%	26%	28%
	other lang	15%	8%	21%	14%	27%	18%	17%
Language Fluency	Speaks Eng. "Less than Very Well"	19%	28%	19%	24%	18%	14%	20%
Education (among those age 25+)	hs-grad	30%	41%	28%	29%	23%	24%	29%
	bachelor	29%	24%	31%	29%	35%	34%	31%
	graduatedegree	33%	21%	35%	29%	39%	38%	33%
Child in Household	child-under18	31%	28%	35%	29%	45%	41%	35%
Pct of Pop. Age 16+	employed	68%	68%	65%	74%	64%	61%	67%
Household Income	income 0-25k	10%	11%	9%	8%	8%	8%	9%
	income 25-50k	10%	13%	12%	12%	10%	9%	11%
	income 50-75k	11%	13%	10%	11%	9%	10%	10%
	income 75-200k	43%	44%	44%	47%	44%	37%	43%
	income 200k-plus	26%	18%	25%	22%	28%	37%	27%
Housing Stats	single family	43%	70%	53%	44%	54%	78%	55%
	multi-family	57%	30%	47%	56%	46%	22%	45%
	rented	67%	43%	58%	62%	55%	34%	54%
	owned	33%	57%	42%	38%	45%	66%	46%
Total population data from the 2010 Decennial Census.								
Surname-based Voter Registration and Turnout data from the California Statewide Database.								
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2013-2017 American Community Survey and Special Tabulation 5-year data.								

Sunnyvale 2019 Districting

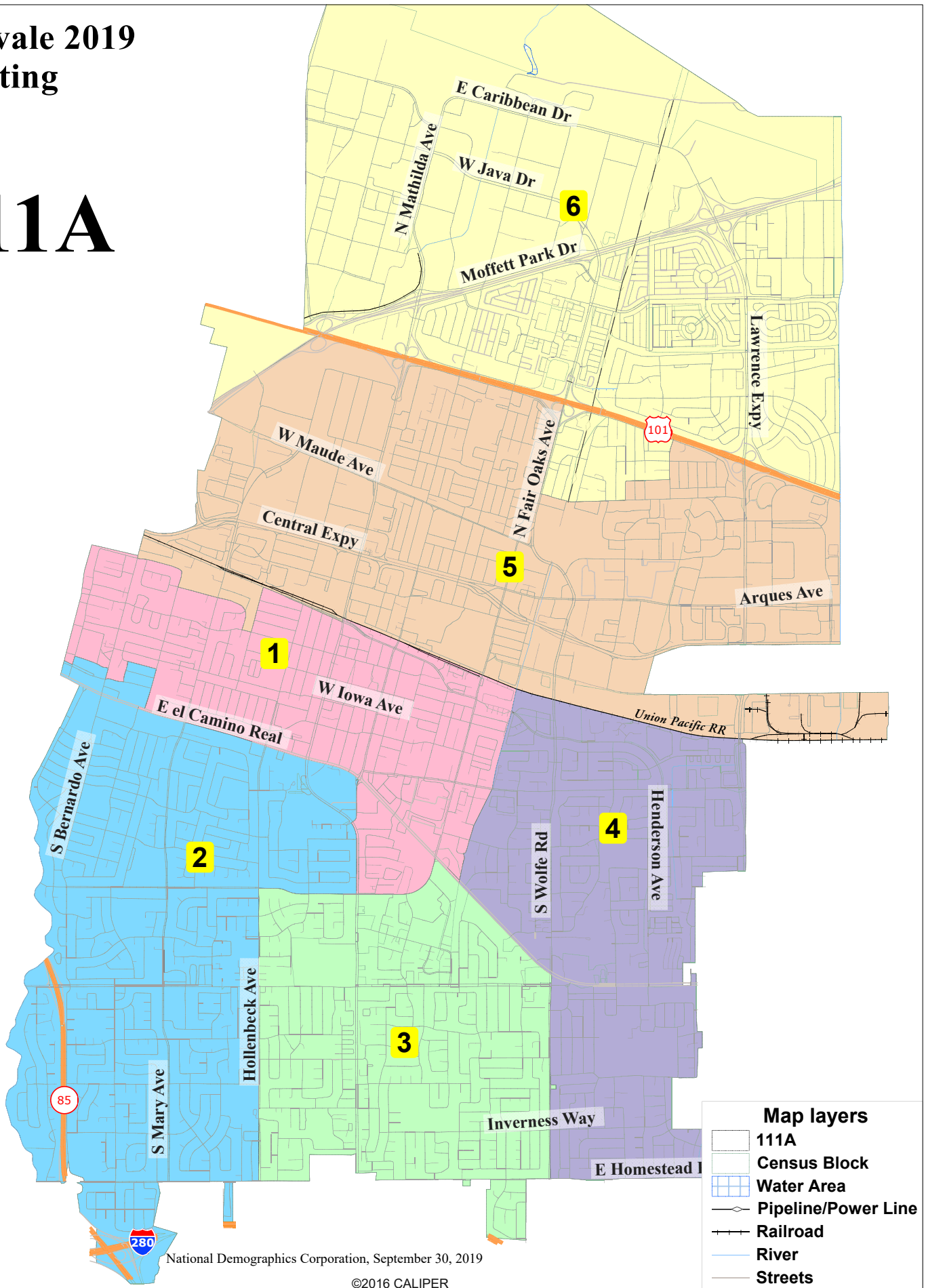
107A



City of Sunnyvale - Map 107A								
District		1	2	3	4	5	6	Total
	Total Pop	22,681	23,035	23,551	23,885	23,590	23,343	140,085
Total Pop	Deviation from ideal	-667	-313	203	537	242	-5	1,204
	% Deviation	-2.86%	-1.34%	0.87%	2.30%	1.04%	-0.02%	5.16%
	% Hisp	21%	36%	24%	7%	10%	15%	19%
	% NH White	31%	26%	29%	51%	35%	35%	34%
	% NH Black	2%	2%	3%	1%	2%	2%	2%
	% Asian-American	43%	33%	42%	39%	52%	46%	43%
Citizen Voting Age Pop	Total	8,561	11,512	11,344	14,544	11,144	12,170	69,274
	% Hisp	21%	26%	18%	6%	7%	12%	14%
	% NH White	33%	38%	50%	58%	45%	49%	46%
	% NH Black	3%	3%	3%	1%	3%	2%	2%
	% Asian/Pac.Isl.	42%	31%	29%	35%	44%	37%	36%
Voter Registration (Nov 2018)	Total	8,951	8,006	7,919	12,713	9,267	9,932	56,788
	% Latino est.	23%	24%	16%	6%	7%	11%	13%
	% Spanish-Surnamed	20%	22%	14%	5%	6%	10%	12%
	% Asian-Surnamed	18%	18%	21%	26%	30%	25%	23%
	% Filipino-Surnamed	4%	4%	2%	1%	1%	2%	2%
	% NH White est.	52%	51%	58%	67%	59%	60%	59%
	% NH Black	3%	4%	3%	1%	3%	2%	3%
Voter Turnout (Nov 2018)	Total	6,033	5,425	5,509	9,753	6,590	7,122	40,432
	% Latino est.	21%	22%	14%	5%	6%	9%	12%
	% Spanish-Surnamed	19%	19%	13%	5%	5%	8%	11%
	% Asian-Surnamed	16%	16%	20%	24%	28%	23%	22%
	% Filipino-Surnamed	4%	4%	2%	1%	1%	2%	2%
	% NH White est.	56%	54%	61%	69%	63%	64%	62%
	% NH Black	4%	4%	3%	1%	3%	2%	3%
Voter Turnout (Nov 2016)	Total	8,215	7,405	6,846	11,525	7,926	8,669	50,585
	% Latino est.	20%	23%	16%	5%	6%	10%	13%
	% Spanish-Surnamed	18%	20%	14%	5%	6%	9%	11%
	% Asian-Surnamed	16%	16%	20%	23%	27%	24%	21%
	% Filipino-Surnamed	4%	4%	2%	1%	1%	2%	2%
	% NH White est.	50%	48%	55%	67%	61%	59%	58%
	% NH Black est.	4%	4%	4%	1%	3%	3%	3%
ACS Pop. Est.	Total	15,871	23,364	23,847	25,290	24,906	21,944	135,222
Age	age0-19	19%	22%	23%	27%	27%	23%	24%
	age20-60	64%	67%	64%	50%	57%	60%	60%
	age60plus	17%	11%	13%	22%	15%	17%	16%
Immigration	immigrants	47%	47%	49%	39%	57%	49%	48%
	naturalized	42%	33%	31%	50%	38%	39%	38%
Language spoken at home	english	41%	39%	41%	54%	37%	42%	43%
	spanish	17%	26%	16%	4%	5%	8%	12%
	asian-lang	31%	22%	27%	25%	31%	30%	28%
	other lang	11%	12%	16%	17%	27%	20%	17%
Language Fluency	Speaks Eng. "Less than Very Well"	25%	26%	19%	13%	18%	18%	20%
Education (among those age 25+)	hs-grad	37%	32%	30%	24%	23%	27%	29%
	bachelor	25%	28%	29%	34%	35%	31%	31%
	graduatedegree	26%	26%	33%	39%	38%	35%	33%
Child in Household	child-under18	26%	31%	30%	40%	45%	35%	35%
Pct of Pop. Age 16+	employed	68%	74%	69%	60%	64%	65%	67%
Household Income	income 0-25k	10%	9%	12%	7%	8%	8%	9%
	income 25-50k	12%	13%	10%	8%	11%	13%	11%
	income 50-75k	13%	11%	11%	9%	10%	10%	10%
	income 75-200k	45%	46%	44%	37%	43%	43%	43%
	income 200k-plus	20%	21%	24%	38%	28%	26%	27%
Housing Stats	single family	65%	45%	37%	81%	53%	56%	55%
	multi-family	35%	55%	63%	19%	47%	44%	45%
	rented	45%	62%	73%	31%	55%	56%	54%
	owned	55%	38%	27%	69%	45%	44%	46%
Total population data from the 2010 Decennial Census.								
Surname-based Voter Registration and Turnout data from the California Statewide Database.								
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2013-2017 American Community Survey and Special Tabulation 5-year data.								

Sunnyvale 2019 Districting

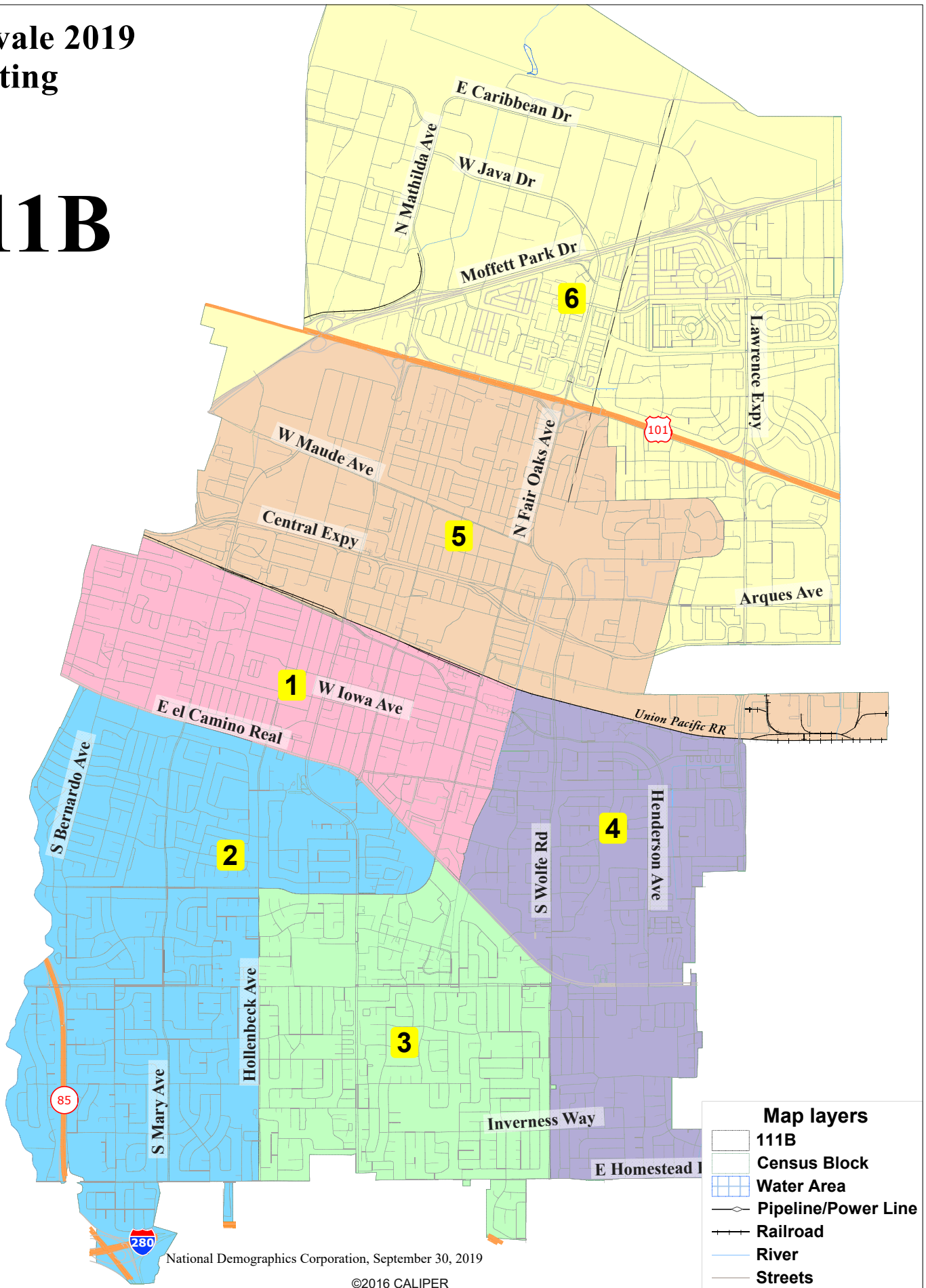
111A



City of Sunnyvale - Map 111A									
District		1	2	3	4	5	6	Total	
	Total Pop	23,351	23,461	23,244	23,336	23,344	23,349	140,085	
	Deviation from ideal	3	113	-104	-12	-4	1	217	
	% Deviation	0.01%	0.48%	-0.45%	-0.05%	-0.02%	0.00%	0.93%	
Total Pop	% Hisp	23%	7%	10%	15%	32%	26%	19%	
	% NH White	29%	49%	36%	35%	27%	30%	34%	
	% NH Black	2%	1%	2%	2%	2%	2%	2%	
	% Asian-American	43%	41%	51%	46%	36%	39%	43%	
Citizen Voting Age Pop	Total	11,274	14,079	11,130	12,166	11,266	9,359	69,274	
	% Hisp	18%	6%	6%	12%	24%	23%	14%	
	% NH White	50%	57%	45%	49%	40%	31%	46%	
	% NH Black	3%	1%	3%	2%	3%	3%	2%	
	% Asian/Pac.Isl.	29%	35%	44%	37%	31%	41%	36%	
	Total	7,887	12,259	9,462	9,931	7,889	9,360	56,788	
	% Latino est.	16%	6%	6%	11%	22%	24%	13%	
	% Spanish-Surnamed	14%	5%	6%	10%	20%	22%	12%	
Voter Registration (Nov 2018)	% Asian-Surnamed	21%	26%	30%	25%	18%	18%	23%	
	% Filipino-Surnamed	2%	1%	1%	2%	3%	5%	2%	
	% NH White est.	59%	67%	60%	60%	53%	50%	59%	
	% NH Black	3%	1%	3%	2%	4%	4%	3%	
Voter Turnout (Nov 2018)	Total	5,512	9,368	6,767	7,122	5,385	6,278	40,432	
	% Latino est.	14%	5%	5%	9%	20%	22%	12%	
	% Spanish-Surnamed	12%	5%	5%	8%	18%	20%	11%	
	% Asian-Surnamed	20%	24%	27%	23%	17%	15%	22%	
	% Filipino-Surnamed	2%	1%	1%	2%	3%	5%	2%	
	% NH White est.	61%	69%	63%	64%	57%	54%	62%	
Voter Turnout (Nov 2016)	% NH Black	3%	1%	3%	2%	4%	4%	3%	
	Total	6,893	11,052	8,101	8,668	7,259	8,611	50,585	
	% Latino est.	15%	6%	6%	10%	21%	21%	13%	
	% Spanish-Surnamed	14%	5%	5%	9%	19%	19%	11%	
	% Asian-Surnamed	20%	23%	27%	24%	16%	16%	21%	
	% Filipino-Surnamed	2%	1%	1%	2%	3%	5%	2%	
	% NH White est.	55%	67%	61%	59%	50%	49%	58%	
	% NH Black est.	4%	1%	3%	3%	4%	4%	3%	
	ACS Pop. Est.	Total	23,764	24,797	24,454	21,934	23,530	16,743	135,222
	Age	age0-19	23%	27%	27%	23%	21%	20%	24%
age20-60		64%	51%	57%	60%	68%	63%	60%	
age60plus		13%	22%	16%	17%	11%	17%	16%	
Immigration	immigrants	50%	39%	55%	49%	47%	46%	48%	
	naturalized	30%	49%	40%	39%	31%	44%	38%	
Language spoken at home	english	40%	54%	38%	42%	40%	40%	43%	
	spanish	15%	4%	5%	8%	23%	22%	12%	
	asian-lang	28%	25%	31%	30%	22%	31%	28%	
	other lang	17%	17%	26%	20%	14%	7%	17%	
Language Fluency	Speaks Eng. "Less than Very Well"	19%	13%	17%	18%	23%	28%	20%	
Education (among those age 25+)	hs-grad	29%	25%	24%	27%	29%	41%	29%	
	bachelor	29%	33%	35%	31%	29%	24%	31%	
	graduatedegree	34%	38%	38%	35%	29%	21%	33%	
Child in Household	child-under18	31%	40%	45%	35%	29%	29%	35%	
Pct of Pop. Age 16+	employed	69%	60%	64%	65%	73%	68%	67%	
Household Income	income 0-25k	11%	8%	7%	8%	8%	11%	9%	
	income 25-50k	10%	8%	11%	13%	12%	13%	11%	
	income 50-75k	11%	9%	10%	10%	11%	13%	10%	
	income 75-200k	45%	37%	42%	43%	47%	45%	43%	
	income 200k-plus	24%	37%	29%	26%	22%	17%	27%	
Housing Stats	single family	37%	78%	56%	56%	44%	68%	55%	
	multi-family	63%	22%	44%	44%	56%	32%	45%	
	rented	73%	34%	52%	56%	62%	44%	54%	
	owned	27%	66%	48%	44%	38%	56%	46%	
Total population data from the 2010 Decennial Census.									
Surname-based Voter Registration and Turnout data from the California Statewide Database.									
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2013-2017 American Community Survey and Special Tabulation 5-year data.									

Sunnyvale 2019 Districting

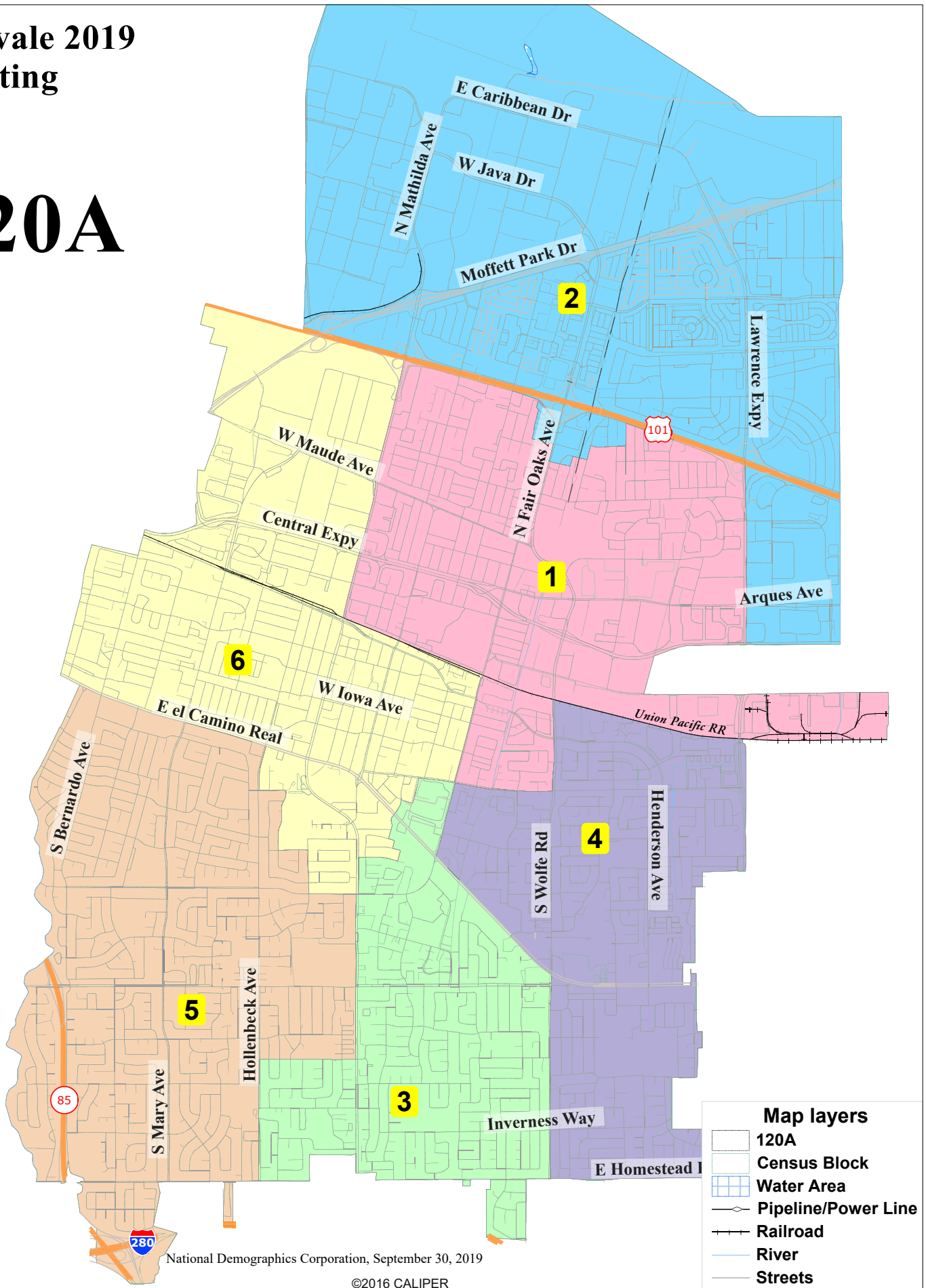
111B



City of Sunnyvale - Map 111B								
District		1	2	3	4	5	6	Total
	Total Pop	23,551	24,238	23,244	23,336	22,863	22,853	140,085
	Deviation from ideal	203	890	-104	-12	-485	-495	1,385
	% Deviation	0.87%	3.81%	-0.45%	-0.05%	-2.08%	-2.12%	5.93%
	% Hisp	24%	8%	10%	15%	35%	22%	19%
Total Pop	% NH White	29%	49%	36%	35%	26%	31%	34%
	% NH Black	3%	1%	2%	2%	2%	2%	2%
	% Asian-American	42%	41%	51%	46%	34%	42%	43%
Citizen Voting Age Pop	Total	11,344	14,562	11,130	12,166	10,907	9,166	69,274
	% Hisp	18%	6%	6%	12%	27%	21%	14%
	% NH White	50%	58%	45%	49%	38%	33%	46%
	% NH Black	3%	1%	3%	2%	3%	3%	2%
	% Asian/Pac.Isl.	29%	34%	44%	37%	30%	42%	36%
Voter Registration (Nov 2018)	Total	7,919	12,519	9,462	9,931	7,477	9,480	56,788
	% Latino est.	16%	6%	6%	11%	23%	24%	13%
	% Spanish-Surnamed	14%	5%	6%	10%	20%	21%	12%
	% Asian-Surnamed	21%	26%	30%	25%	18%	17%	23%
	% Filipino-Surnamed	2%	1%	1%	2%	3%	5%	2%
	% NH White est.	58%	67%	60%	60%	52%	50%	59%
	% NH Black	3%	1%	3%	2%	4%	3%	3%
Voter Turnout (Nov 2018)	Total	5,509	9,577	6,767	7,122	5,100	6,358	40,432
	% Latino est.	14%	5%	5%	9%	20%	22%	12%
	% Spanish-Surnamed	13%	5%	5%	8%	18%	20%	11%
	% Asian-Surnamed	20%	24%	27%	23%	17%	15%	22%
	% Filipino-Surnamed	2%	1%	1%	2%	3%	4%	2%
	% NH White est.	61%	69%	63%	64%	56%	54%	62%
	% NH Black	3%	1%	3%	2%	4%	4%	3%
Voter Turnout (Nov 2016)	Total	6,871	11,276	8,151	8,668	6,910	8,710	50,585
	% Latino est.	16%	6%	6%	10%	23%	20%	13%
	% Spanish-Surnamed	14%	5%	5%	9%	20%	18%	11%
	% Asian-Surnamed	20%	23%	27%	24%	16%	16%	21%
	% Filipino-Surnamed	2%	1%	1%	2%	3%	4%	2%
	% NH White est.	54%	67%	61%	59%	50%	49%	58%
	% NH Black est.	4%	1%	3%	3%	4%	5%	3%
ACS Pop. Est.	Total	23,847	25,751	24,454	21,934	22,620	16,615	135,222
Age	age0-19	23%	27%	27%	23%	22%	20%	24%
	age20-60	64%	51%	57%	60%	68%	64%	60%
	age60plus	13%	22%	16%	17%	11%	17%	16%
Immigration	immigrants	49%	41%	55%	49%	47%	47%	48%
	naturalized	31%	47%	40%	39%	32%	43%	38%
Language spoken at home	english	41%	53%	38%	42%	40%	41%	43%
	spanish	16%	4%	5%	8%	25%	20%	12%
	asian-lang	27%	26%	31%	30%	22%	31%	28%
	other lang	16%	18%	26%	20%	14%	8%	17%
Language Fluency	Speaks Eng. "Less than Very Well"	19%	14%	17%	18%	25%	27%	20%
Education (among those age 25+)	hs-grad	30%	24%	24%	27%	30%	39%	29%
	bachelor	29%	34%	35%	31%	29%	24%	31%
	graduatedegree	33%	39%	38%	35%	28%	23%	33%
Child in Household	child-under18	30%	41%	45%	35%	30%	27%	35%
Pct of Pop. Age 16+	employed	69%	60%	64%	65%	73%	68%	67%
Household Income	income 0-25k	12%	8%	7%	8%	8%	10%	9%
	income 25-50k	10%	8%	11%	13%	13%	12%	11%
	income 50-75k	11%	9%	10%	10%	11%	13%	10%
	income 75-200k	44%	38%	42%	43%	46%	45%	43%
	income 200k-plus	24%	37%	29%	26%	22%	19%	27%
Housing Stats	single family	37%	77%	56%	56%	44%	67%	55%
	multi-family	63%	23%	44%	44%	56%	33%	45%
	rented	73%	35%	52%	56%	62%	44%	54%
	owned	27%	65%	48%	44%	38%	56%	46%
Total population data from the 2010 Decennial Census.								
Surname-based Voter Registration and Turnout data from the California Statewide Database.								
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2013-2017 American Community Survey and Special Tab								

Sunnyvale 2019 Districting

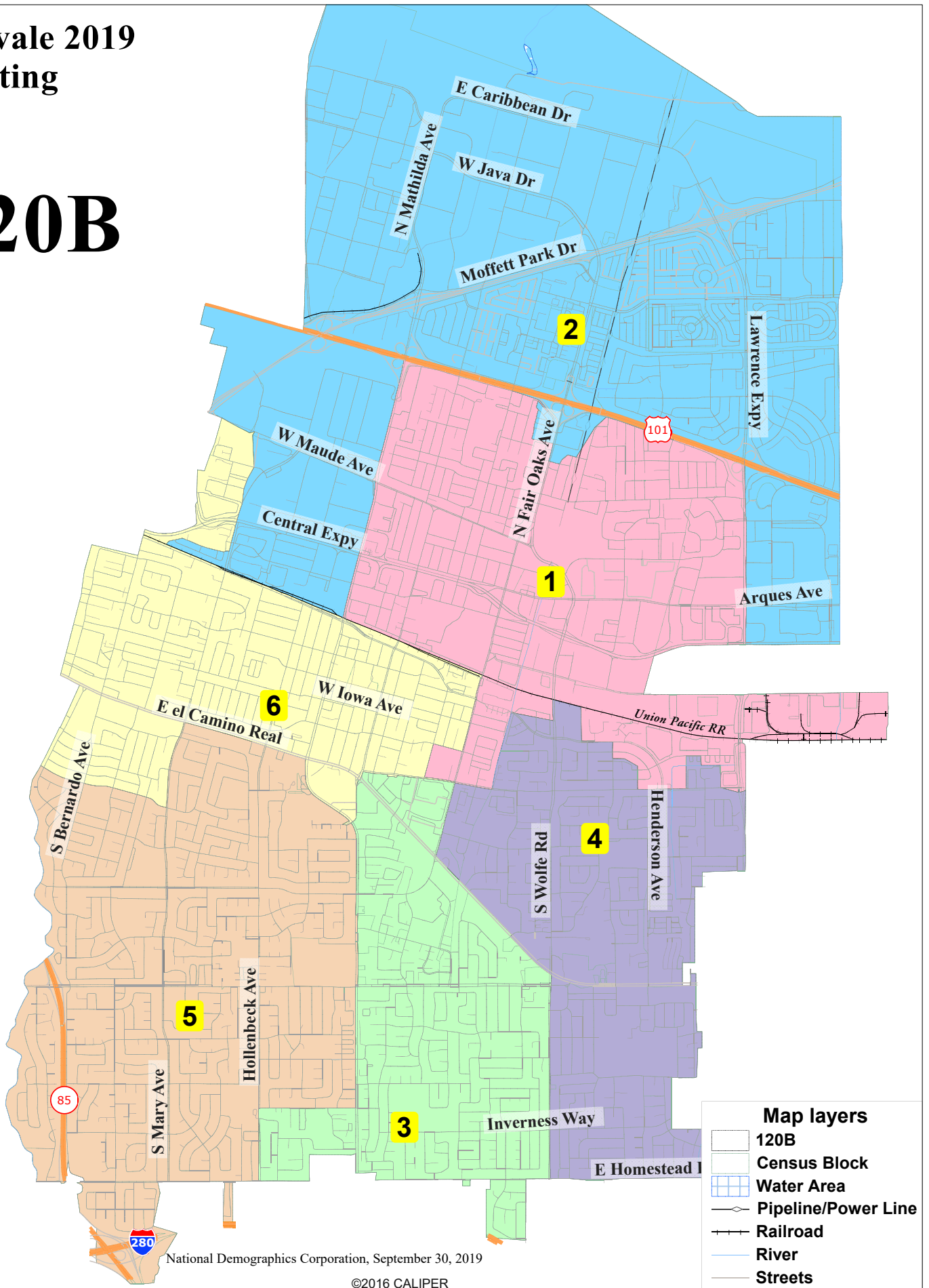
120A



City of Sunnyvale - Map 120A									
District		1	2	3	4	5	6	Total	
	Total Pop	22,373	22,305	24,011	24,218	23,039	24,139	140,085	
	Deviation from ideal	-975	-1,043	663	870	-309	791	1,913	
	% Deviation	-4.18%	-4.47%	2.84%	3.73%	-1.32%	3.39%	8.19%	
Total Pop	% Hisp	37%	23%	10%	17%	7%	21%	19%	
	% NH White	24%	32%	31%	33%	52%	34%	34%	
	% NH Black	2%	2%	2%	2%	1%	3%	2%	
	% Asian-American	33%	41%	56%	45%	39%	41%	43%	
Citizen Voting Age Pop	Total	10,812	8,382	10,161	12,794	14,111	13,014	69,274	
	% Hisp	27%	22%	7%	14%	5%	15%	14%	
	% NH White	36%	34%	44%	49%	58%	51%	46%	
	% NH Black	4%	3%	3%	2%	1%	2%	2%	
	% Asian/Pac.Isl.	32%	40%	45%	35%	35%	31%	36%	
	Total	7,360	8,969	8,538	9,867	12,537	9,517	56,788	
	% Latino est.	25%	23%	7%	12%	5%	14%	13%	
	% Spanish-Surnamed	23%	21%	6%	10%	5%	13%	12%	
Voter Registration (Nov 2018)	% Asian-Surnamed	18%	18%	30%	25%	26%	21%	23%	
	% Filipino-Surnamed	4%	4%	1%	2%	1%	2%	2%	
	% NH White est.	48%	51%	58%	60%	67%	61%	59%	
	% NH Black	5%	3%	4%	2%	1%	2%	3%	
Voter Turnout (Nov 2018)	Total	4,980	6,005	6,007	7,024	9,665	6,752	40,432	
	% Latino est.	22%	21%	6%	10%	5%	13%	12%	
	% Spanish-Surnamed	20%	19%	5%	9%	4%	12%	11%	
	% Asian-Surnamed	17%	15%	28%	23%	24%	20%	22%	
	% Filipino-Surnamed	4%	4%	1%	2%	1%	2%	2%	
	% NH White est.	52%	55%	62%	64%	69%	64%	62%	
	% NH Black	6%	4%	3%	2%	1%	2%	3%	
	Total	6,978	8,196	7,392	8,408	11,403	8,209	50,585	
	% Latino est.	23%	21%	7%	11%	5%	13%	13%	
	% Spanish-Surnamed	21%	18%	6%	10%	5%	12%	11%	
	% Asian-Surnamed	17%	16%	28%	23%	23%	20%	21%	
	% Filipino-Surnamed	4%	4%	1%	2%	1%	1%	2%	
Voter Turnout (Nov 2016)	% NH White est.	45%	49%	59%	60%	67%	59%	58%	
	% NH Black est.	5%	5%	3%	2%	1%	3%	3%	
	ACS Pop. Est.	Total	22,039	15,906	23,888	23,452	24,310	25,626	135,222
	Age	age0-19	23%	20%	27%	23%	27%	22%	24%
age20-60		66%	64%	57%	60%	51%	65%	60%	
age60plus		11%	17%	16%	16%	22%	13%	16%	
Immigration	immigrants	47%	47%	56%	51%	40%	46%	48%	
	naturalized	32%	43%	37%	38%	51%	33%	38%	
Language spoken at home	english	38%	41%	37%	40%	53%	45%	43%	
	spanish	27%	20%	5%	8%	4%	14%	12%	
	asian-lang	23%	31%	31%	31%	26%	25%	28%	
	other lang	12%	8%	27%	21%	18%	16%	17%	
Language Fluency	Speaks Eng. "Less than Very Well"	26%	26%	18%	19%	13%	18%	20%	
Education (among those age 25+)	hs-grad	32%	39%	23%	28%	24%	29%	29%	
	bachelor	28%	24%	35%	31%	34%	30%	31%	
	graduatedegree	25%	24%	38%	35%	39%	35%	33%	
Child in Household	child-under18	32%	27%	45%	35%	40%	29%	35%	
Pct of Pop. Age 16+	employed	73%	68%	64%	65%	60%	69%	67%	
Household Income	income 0-25k	9%	10%	8%	9%	8%	10%	9%	
	income 25-50k	15%	13%	11%	12%	8%	9%	11%	
	income 50-75k	12%	13%	10%	10%	10%	10%	10%	
	income 75-200k	44%	45%	44%	44%	37%	45%	43%	
	income 200k-plus	20%	19%	28%	25%	38%	27%	27%	
Housing Stats	single family	47%	67%	53%	53%	80%	40%	55%	
	multi-family	53%	33%	47%	47%	20%	60%	45%	
	rented	61%	44%	55%	58%	32%	68%	54%	
	owned	39%	56%	45%	42%	68%	32%	46%	
Total population data from the 2010 Decennial Census.									
Surname-based Voter Registration and Turnout data from the California Statewide Database.									
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2013-2017 American Community Survey and Special Tabulation 5-year data.									

Sunnyvale 2019 Districting

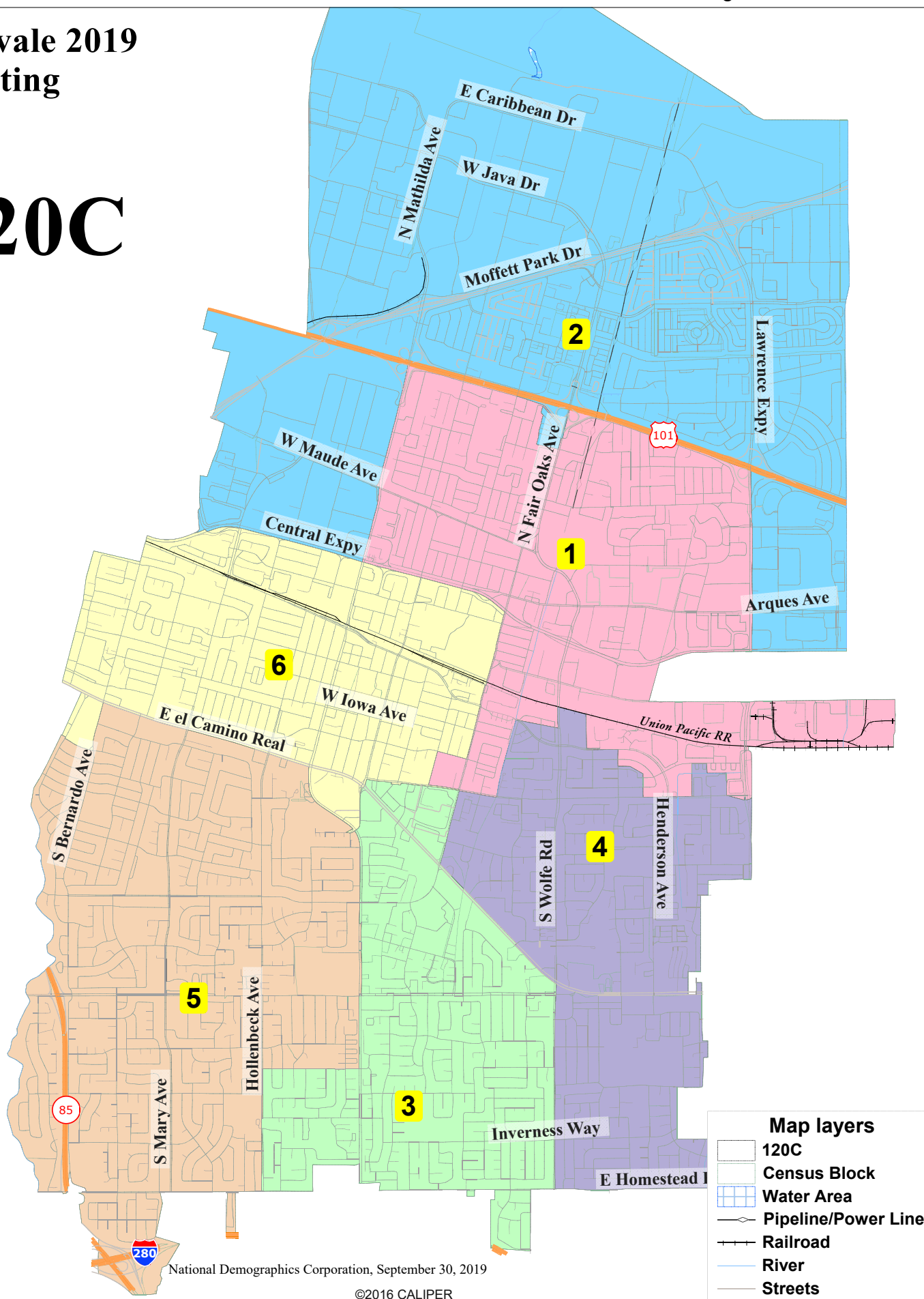
120B



City of Sunnyvale - Map 120B									
District		1	2	3	4	5	6	Total	
	Total Pop	23,646	24,085	23,504	23,441	23,612	21,797	140,085	
	Deviation from ideal	298	737	156	93	264	-1,551	2,288	
	% Deviation	1.28%	3.16%	0.67%	0.40%	1.13%	-6.64%	9.80%	
Total Pop	% Hisp	37%	21%	10%	17%	7%	21%	19%	
	% NH White	24%	33%	31%	34%	52%	34%	34%	
	% NH Black	2%	2%	2%	2%	1%	2%	2%	
	% Asian-American	34%	41%	56%	44%	39%	41%	43%	
Citizen Voting Age Pop	Total	11,220	9,407	9,628	12,667	14,899	11,454	69,274	
	% Hisp	27%	21%	7%	13%	6%	14%	14%	
	% NH White	36%	36%	44%	49%	57%	52%	46%	
	% NH Black	3%	3%	3%	2%	1%	2%	2%	
	% Asian/Pac.Isl.	32%	39%	44%	35%	36%	31%	36%	
	Total	7,738	9,979	8,022	9,702	12,916	8,431	56,788	
	% Latino est.	25%	21%	7%	11%	5%	14%	13%	
	% Spanish-Surnamed	23%	19%	6%	10%	5%	13%	12%	
Voter Registration (Nov 2018)	% Asian-Surnamed	18%	18%	30%	25%	26%	21%	23%	
	% Filipino-Surnamed	4%	4%	1%	2%	1%	1%	2%	
	% NH White est.	48%	53%	58%	60%	67%	62%	59%	
	% NH Black	5%	3%	4%	2%	1%	2%	3%	
Voter Turnout (Nov 2018)	Total	5,211	6,767	5,633	6,928	9,899	5,994	40,432	
	% Latino est.	23%	20%	6%	9%	5%	13%	12%	
	% Spanish-Surnamed	20%	18%	6%	8%	4%	11%	11%	
	% Asian-Surnamed	17%	16%	28%	23%	24%	20%	22%	
	% Filipino-Surnamed	4%	4%	1%	1%	1%	1%	2%	
	% NH White est.	52%	57%	61%	64%	69%	64%	62%	
	% NH Black	5%	4%	4%	2%	1%	2%	3%	
	Total	7,242	9,110	6,822	8,335	11,812	7,264	50,585	
	% Latino est.	24%	19%	7%	10%	5%	14%	13%	
	% Spanish-Surnamed	22%	17%	6%	9%	5%	12%	11%	
	% Asian-Surnamed	17%	16%	28%	23%	23%	20%	21%	
	% Filipino-Surnamed	4%	4%	1%	2%	1%	1%	2%	
Voter Turnout (Nov 2016)	% NH White est.	45%	51%	59%	60%	67%	59%	58%	
	% NH Black est.	4%	4%	3%	3%	2%	3%	3%	
	ACS Pop. Est.	Total	23,019	17,577	23,139	22,990	25,001	23,497	135,222
	Age	age0-19	23%	19%	27%	24%	27%	23%	24%
age20-60		66%	65%	57%	60%	52%	63%	60%	
age60plus		11%	16%	16%	16%	22%	14%	16%	
Immigration	immigrants	47%	48%	56%	50%	41%	46%	48%	
	naturalized	32%	41%	37%	38%	50%	34%	38%	
Language spoken at home	english	38%	41%	37%	41%	52%	45%	43%	
	spanish	26%	18%	5%	8%	4%	15%	12%	
	asian-lang	23%	31%	31%	31%	26%	25%	28%	
	other lang	12%	11%	27%	20%	18%	15%	17%	
Language Fluency	Speaks Eng. "Less than Very Well"	26%	25%	18%	19%	14%	18%	20%	
Education (among those age 25+)	hs-grad	32%	36%	23%	28%	25%	30%	29%	
	bachelor	28%	26%	35%	31%	34%	29%	31%	
	graduatedegree	25%	27%	39%	35%	38%	35%	33%	
Child in Household	child-under18	32%	27%	45%	36%	40%	31%	35%	
Pct of Pop. Age 16+	employed	73%	68%	64%	65%	60%	69%	67%	
Household Income	income 0-25k	9%	9%	8%	9%	7%	10%	9%	
	income 25-50k	15%	12%	10%	12%	9%	9%	11%	
	income 50-75k	12%	12%	9%	10%	10%	10%	10%	
	income 75-200k	44%	46%	44%	44%	37%	44%	43%	
	income 200k-plus	20%	21%	28%	25%	37%	27%	27%	
Housing Stats	single family	47%	62%	54%	53%	77%	43%	55%	
	multi-family	53%	38%	46%	47%	23%	57%	45%	
	rented	62%	47%	55%	58%	34%	67%	54%	
	owned	38%	53%	45%	42%	66%	33%	46%	
Total population data from the 2010 Decennial Census.									
Surname-based Voter Registration and Turnout data from the California Statewide Database.									
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2013-2017 American Community Survey and Special Tabulation 5-year data.									

Sunnyvale 2019 Districting

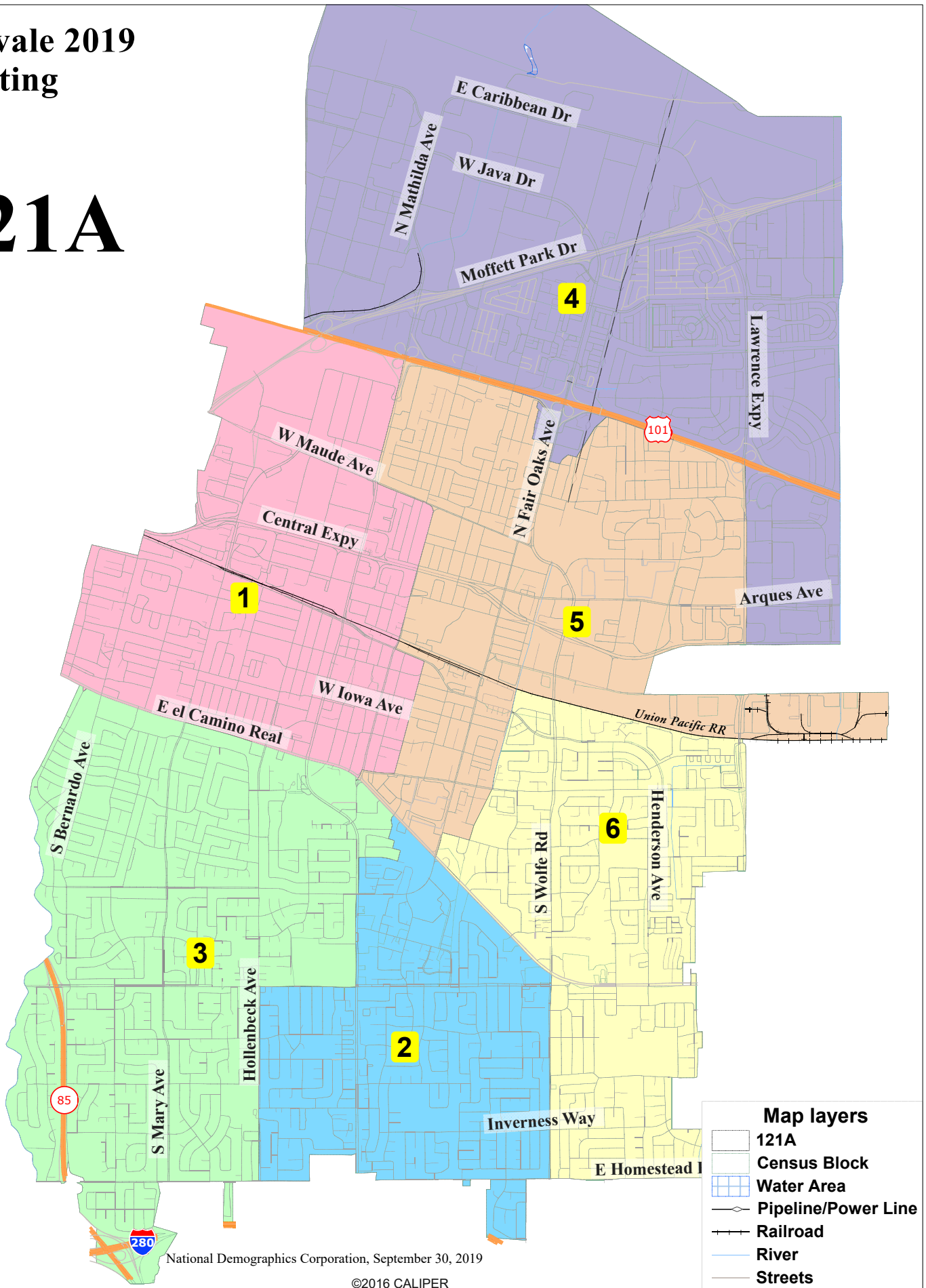
120C



City of Sunnyvale - Map 120C								
District		1	2	3	4	5	6	Total
	Total Pop	22,510	23,016	24,514	23,441	24,310	22,294	140,085
	Deviation from ideal	-838	-332	1,166	93	962	-1,054	2,220
	% Deviation	-3.59%	-1.42%	4.99%	0.40%	4.12%	-4.51%	9.51%
Total Pop	% Hisp	38%	20%	10%	17%	7%	23%	19%
	% NH White	23%	31%	31%	34%	51%	34%	34%
	% NH Black	3%	2%	2%	2%	1%	3%	2%
	% Asian-American	34%	44%	55%	44%	39%	38%	43%
Citizen Voting Age Pop	Total	10,391	8,423	10,308	12,667	14,918	12,568	69,274
	% Hisp	26%	21%	7%	13%	6%	17%	14%
	% NH White	35%	34%	44%	49%	58%	51%	46%
	% NH Black	3%	3%	3%	2%	1%	3%	2%
	% Asian/Pac.Isl.	34%	42%	44%	35%	35%	28%	36%
Voter Registration (Nov 2018)	Total	7,217	9,014	8,665	9,702	13,164	9,026	56,788
	% Latino est.	25%	22%	7%	11%	5%	15%	13%
	% Spanish-Surnamed	23%	20%	6%	10%	5%	14%	12%
	% Asian-Surnamed	18%	18%	30%	25%	26%	20%	23%
	% Filipino-Surnamed	4%	4%	1%	2%	1%	2%	2%
	% NH White est.	47%	53%	58%	60%	67%	60%	59%
	% NH Black	5%	3%	4%	2%	1%	2%	3%
Voter Turnout (Nov 2018)	Total	4,822	6,066	6,104	6,928	10,116	6,397	40,432
	% Latino est.	22%	21%	6%	9%	5%	14%	12%
	% Spanish-Surnamed	20%	18%	5%	8%	4%	13%	11%
	% Asian-Surnamed	17%	16%	28%	23%	24%	19%	22%
	% Filipino-Surnamed	4%	4%	1%	1%	1%	2%	2%
	% NH White est.	51%	56%	62%	64%	69%	63%	62%
	% NH Black	5%	4%	3%	2%	1%	3%	3%
Voter Turnout (Nov 2016)	Total	6,804	8,228	7,430	8,335	11,992	7,797	50,585
	% Latino est.	24%	20%	7%	10%	5%	15%	13%
	% Spanish-Surnamed	22%	18%	6%	9%	5%	13%	11%
	% Asian-Surnamed	18%	16%	28%	23%	23%	19%	21%
	% Filipino-Surnamed	4%	4%	1%	2%	1%	1%	2%
	% NH White est.	44%	50%	60%	60%	67%	58%	58%
	% NH Black est.	4%	5%	3%	3%	1%	4%	3%
ACS Pop. Est.	Total	21,549	16,601	24,204	22,990	25,718	24,161	135,222
Age	age0-19	23%	19%	27%	24%	27%	22%	24%
	age20-60	65%	65%	57%	60%	51%	65%	60%
	age60plus	12%	16%	16%	16%	22%	13%	16%
Immigration	immigrants	47%	48%	56%	50%	40%	46%	48%
	naturalized	33%	40%	37%	38%	50%	33%	38%
Language spoken at home	english	38%	41%	37%	41%	53%	44%	43%
	spanish	28%	17%	5%	8%	4%	16%	12%
	asian-lang	23%	31%	31%	31%	26%	25%	28%
	other lang	11%	11%	27%	20%	18%	15%	17%
Language Fluency	Speaks Eng. "Less than Very Well"	27%	25%	18%	19%	13%	19%	20%
Education (among those age 25+)	hs-grad	33%	36%	23%	28%	24%	29%	29%
	bachelor	27%	26%	35%	31%	34%	29%	31%
	graduatedegree	23%	27%	39%	35%	38%	34%	33%
Child in Household	child-under18	33%	26%	45%	36%	40%	29%	35%
Pct of Pop. Age 16+	employed	73%	68%	64%	65%	60%	70%	67%
Household Income	income 0-25k	10%	9%	8%	9%	8%	10%	9%
	income 25-50k	16%	12%	11%	12%	8%	9%	11%
	income 50-75k	12%	12%	10%	10%	10%	10%	10%
	income 75-200k	43%	46%	44%	44%	37%	45%	43%
	income 200k-plus	19%	21%	28%	25%	37%	26%	27%
Housing Stats	single family	48%	63%	53%	53%	79%	40%	55%
	multi-family	52%	37%	47%	47%	21%	60%	45%
	rented	61%	47%	55%	58%	33%	68%	54%
	owned	39%	53%	45%	42%	67%	32%	46%
Total population data from the 2010 Decennial Census.								
Surname-based Voter Registration and Turnout data from the California Statewide Database.								
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2013-2017 American Community Survey and Special Tabulation 5-year data.								

Sunnyvale 2019 Districting

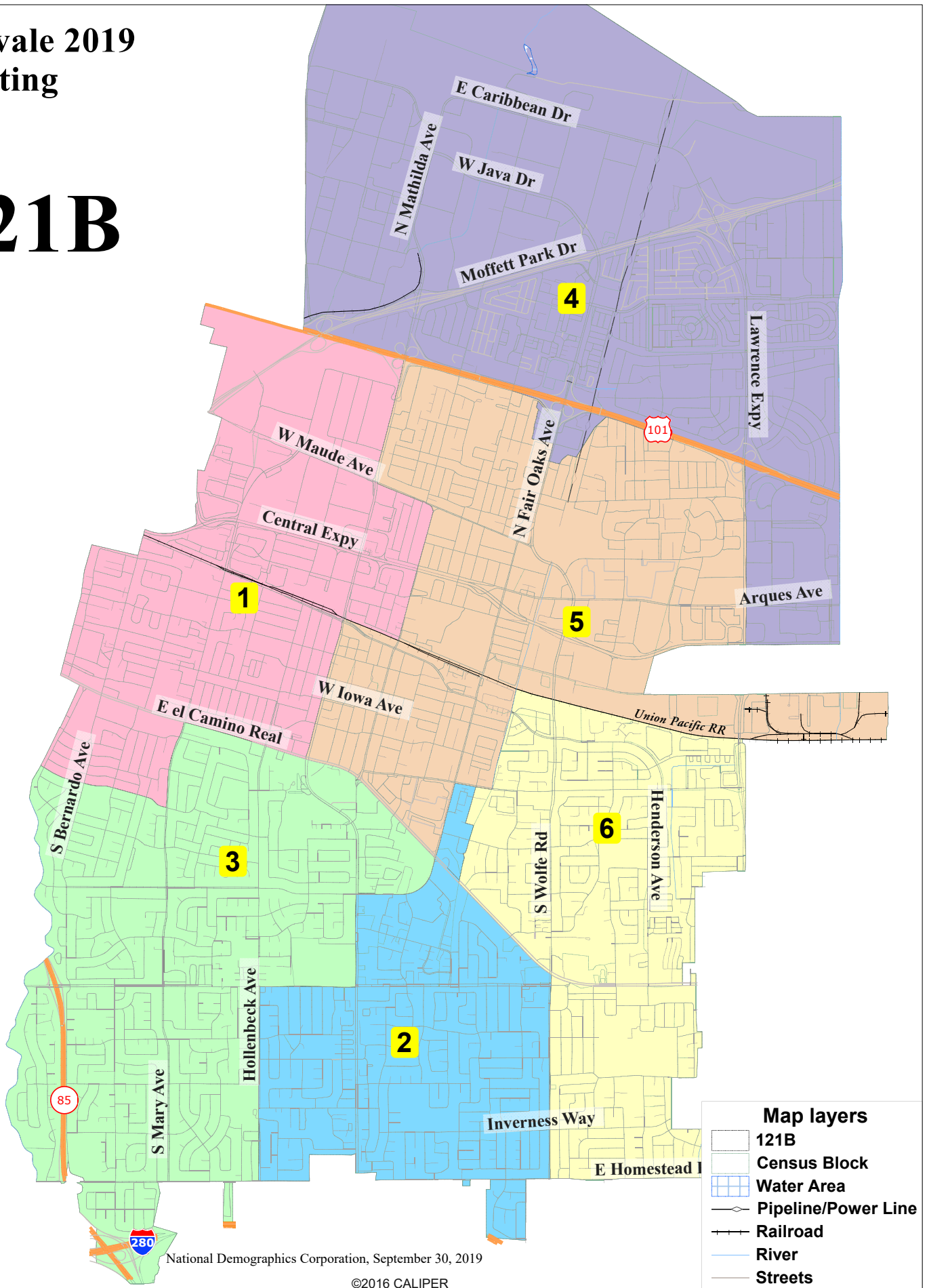
121A



City of Sunnyvale - Map 121A								
District		1	2	3	4	5	6	Total
	Total Pop	22,625	23,299	24,174	21,885	23,954	24,148	140,085
Total Pop	Deviation from ideal	-723	-49	826	-1,463	606	800	2,289
	% Deviation	-3.10%	-0.21%	3.54%	-6.27%	2.60%	3.43%	9.80%
	% Hisp	22%	10%	7%	22%	37%	16%	19%
	% NH White	32%	34%	51%	32%	23%	34%	34%
	% NH Black	3%	2%	1%	2%	2%	2%	2%
Citizen Voting Age Pop	% Asian-American	41%	52%	39%	41%	36%	46%	43%
	Total	11,603	10,983	14,705	8,142	11,172	12,669	69,274
	% Hisp	18%	7%	6%	22%	25%	14%	14%
	% NH White	49%	45%	58%	34%	38%	48%	46%
	% NH Black	2%	3%	1%	3%	4%	2%	2%
Voter Registration (Nov 2018)	% Asian/Pac.Isl.	30%	44%	34%	40%	32%	36%	36%
	Total	8,333	9,125	12,855	8,789	7,667	10,019	56,788
	% Latino est.	15%	7%	6%	23%	25%	11%	13%
	% Spanish-Surnamed	14%	6%	5%	21%	22%	10%	12%
	% Asian-Surnamed	20%	30%	26%	18%	18%	25%	23%
	% Filipino-Surnamed	2%	1%	1%	4%	4%	2%	2%
Voter Turnout (Nov 2018)	% NH White est.	60%	59%	67%	52%	48%	60%	59%
	% NH Black	2%	3%	1%	3%	5%	2%	3%
	Total	5,909	6,482	9,861	5,893	5,112	7,176	40,432
	% Latino est.	14%	6%	5%	21%	22%	9%	12%
	% Spanish-Surnamed	13%	5%	5%	19%	20%	8%	11%
	% Asian-Surnamed	19%	28%	24%	15%	17%	23%	22%
Voter Turnout (Nov 2016)	% Filipino-Surnamed	2%	1%	1%	4%	4%	2%	2%
	% NH White est.	63%	63%	69%	56%	51%	64%	62%
	% NH Black	2%	3%	1%	4%	6%	2%	3%
	Total	7,306	7,804	11,622	8,032	7,062	8,759	50,585
	% Latino est.	15%	6%	5%	20%	23%	10%	13%
	% Spanish-Surnamed	13%	5%	5%	18%	21%	9%	11%
ACS Pop. Est.	% Asian-Surnamed	19%	28%	23%	16%	17%	24%	21%
	% Filipino-Surnamed	1%	1%	1%	4%	4%	2%	2%
	% NH White est.	58%	60%	67%	49%	45%	59%	58%
	% NH Black est.	4%	3%	1%	5%	4%	3%	3%
	Total	23,051	24,576	25,620	15,483	23,757	22,735	135,222
	Age	age0-19	21%	27%	27%	19%	23%	23%
age20-60		67%	57%	50%	64%	65%	60%	60%
age60plus		12%	15%	22%	17%	12%	16%	16%
Immigration	immigrants	48%	56%	39%	47%	48%	50%	48%
	naturalized	31%	38%	50%	43%	32%	38%	38%
Language spoken at home	english	43%	37%	54%	41%	39%	41%	43%
	spanish	16%	5%	4%	19%	26%	8%	12%
	asian-lang	25%	31%	25%	31%	23%	31%	28%
	other lang	16%	27%	17%	9%	12%	20%	17%
Language Fluency	Speaks Eng. "Less than Very Well"	19%	18%	13%	26%	25%	19%	20%
Education (among those age 25+)	hs-grad	28%	24%	24%	39%	33%	27%	29%
	bachelor	29%	35%	34%	24%	28%	31%	31%
	graduatedegree	35%	38%	39%	24%	25%	35%	33%
Child in Household	child-under18	29%	45%	40%	27%	32%	35%	35%
Pct of Pop. Age 16+	employed	71%	64%	60%	68%	72%	65%	67%
Household Income	income 0-25k	9%	8%	7%	10%	11%	8%	9%
	income 25-50k	9%	11%	8%	13%	15%	12%	11%
	income 50-75k	10%	10%	9%	13%	12%	10%	10%
	income 75-200k	47%	43%	37%	45%	43%	43%	43%
	income 200k-plus	26%	28%	38%	19%	19%	26%	27%
Housing Stats	single family	38%	53%	81%	68%	44%	55%	55%
	multi-family	62%	47%	19%	32%	56%	45%	45%
	rented	69%	55%	32%	44%	65%	57%	54%
	owned	31%	45%	68%	56%	35%	43%	46%
Total population data from the 2010 Decennial Census.								
Surname-based Voter Registration and Turnout data from the California Statewide Database.								
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2013-2017 American Community Survey and Special Tabulation 5-year data.								

Sunnyvale 2019 Districting

121B



City of Sunnyvale - Map 121B								
District		1	2	3	4	5	6	Total
	Total Pop	22,995	23,896	23,317	21,885	24,131	23,861	140,085
Total Pop	Deviation from ideal	-353	548	-31	-1,463	783	513	2,246
	% Deviation	-1.51%	2.35%	-0.13%	-6.27%	3.35%	2.20%	9.62%
	% Hisp	21%	12%	7%	22%	35%	16%	19%
	% NH White	33%	33%	50%	32%	25%	35%	34%
	% NH Black	2%	2%	1%	2%	2%	2%	2%
Citizen Voting Age Pop	% Asian-American	42%	52%	40%	41%	35%	46%	43%
	Total	11,223	11,365	14,434	8,142	11,687	12,422	69,274
	% Hisp	17%	9%	7%	22%	24%	12%	14%
	% NH White	50%	43%	57%	34%	38%	50%	46%
	% NH Black	2%	3%	1%	3%	4%	2%	2%
Voter Registration (Nov 2018)	% Asian/Pac.Isl.	30%	43%	34%	40%	32%	36%	36%
	Total	8,223	9,163	12,200	8,789	8,337	10,076	56,788
	% Latino est.	15%	7%	6%	23%	24%	11%	13%
	% Spanish-Surnamed	13%	6%	5%	21%	21%	10%	12%
	% Asian-Surnamed	21%	30%	26%	18%	18%	25%	23%
	% Filipino-Surnamed	2%	1%	1%	4%	4%	2%	2%
Voter Turnout (Nov 2018)	% NH White est.	61%	59%	67%	52%	50%	60%	59%
	% NH Black	2%	3%	1%	3%	5%	2%	3%
	Total	5,896	6,460	9,353	5,893	5,621	7,210	40,432
	% Latino est.	13%	6%	5%	21%	21%	9%	12%
	% Spanish-Surnamed	12%	5%	5%	19%	19%	8%	11%
	% Asian-Surnamed	20%	28%	24%	15%	17%	23%	22%
Voter Turnout (Nov 2016)	% Filipino-Surnamed	2%	1%	1%	4%	3%	2%	2%
	% NH White est.	64%	62%	69%	56%	53%	64%	62%
	% NH Black	2%	3%	1%	4%	5%	2%	3%
	Total	7,230	7,849	10,994	8,032	7,701	8,780	50,585
	% Latino est.	14%	6%	5%	20%	22%	10%	13%
	% Spanish-Surnamed	13%	6%	5%	18%	20%	9%	11%
ACS Pop. Est.	% Asian-Surnamed	19%	28%	23%	16%	17%	24%	21%
	% Filipino-Surnamed	1%	1%	1%	4%	4%	2%	2%
	% NH White est.	60%	60%	67%	49%	46%	59%	58%
	% NH Black est.	4%	3%	1%	5%	4%	3%	3%
	Total	23,121	25,145	24,849	15,483	24,084	22,540	135,222
	Age	age0-19	22%	27%	27%	19%	23%	23%
age20-60		66%	58%	51%	64%	65%	60%	60%
age60plus		13%	15%	22%	17%	12%	16%	16%
Immigration	immigrants	47%	57%	40%	47%	46%	50%	48%
	naturalized	32%	38%	48%	43%	34%	39%	38%
Language spoken at home	english	43%	37%	52%	41%	40%	41%	43%
	spanish	14%	6%	4%	19%	26%	8%	12%
	asian-lang	25%	31%	26%	31%	23%	31%	28%
	other lang	17%	26%	18%	9%	11%	20%	17%
Language Fluency	Speaks Eng. "Less than Very Well"	18%	18%	14%	26%	25%	19%	20%
Education (among those age 25+)	hs-grad	28%	24%	24%	39%	33%	27%	29%
	bachelor	29%	35%	34%	24%	28%	31%	31%
	graduatedegree	35%	38%	39%	24%	25%	35%	33%
Child in Household	child-under18	31%	44%	40%	27%	31%	35%	35%
Pct of Pop. Age 16+	employed	70%	64%	60%	68%	72%	65%	67%
Household Income	income 0-25k	8%	8%	7%	10%	12%	8%	9%
	income 25-50k	9%	11%	8%	13%	14%	12%	11%
	income 50-75k	9%	10%	10%	13%	12%	10%	10%
	income 75-200k	46%	43%	38%	45%	42%	43%	43%
	income 200k-plus	27%	28%	37%	19%	20%	26%	27%
Housing Stats	single family	42%	52%	77%	68%	45%	55%	55%
	multi-family	58%	48%	23%	32%	55%	45%	45%
	rented	65%	56%	34%	44%	65%	56%	54%
	owned	35%	44%	66%	56%	35%	44%	46%
Total population data from the 2010 Decennial Census.								
Surname-based Voter Registration and Turnout data from the California Statewide Database.								
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2013-2017 American Community Survey and Special Tabulation 5-year data.								

NDC

Sunnyvale 2019 Districts
Plan Submitter Comments

101 David Bratman

The attached Excel submission is intended not as a serious proposal, but more as an experimental entry intended to provide other entrants with some data they can use to work from, and I hope it will be taken in that spirit.

In this entry, District 2 is intended as the most concentrated Hispanic/Latino district that it's possible to draw with the Excel population units. I started with the units with heaviest concentration of Hispanics in the census population, and built around that with the contiguous districts with the highest concentration until I had a district-sized area. This includes all the highest Hispanic population units except those around Acalanes, which is too far away from the rest to put in the same high-concentration district. It has 42% Hispanic total population, but only 25% Hispanic voting age citizen population, which shows part of the problem in drawing districts this way.

Districts 5 and 6 are drawn to include as much as possible of the Cupertino and Santa Clara school districts, respectively, in one Council district each. In both cases the school district area in Sunnyvale is larger than a Council district.

Following the suggestion at the meeting to draw fill-in districts in the parts of the city you're less concerned with, I've created districts 1, 3, and 4 as fill-ins. Note that District 1 is heavily gerrymandered, connecting two separated populated areas via the unpopulated industrial park, which shows the limitations of drawing the ideal Latino district. And District 3 would require some microscopic adjustment, lower than the population unit level, to keep it contiguous. I hope you will accept it as designated as an acceptable district for purposes of display on the website.

Still, I hope this idea will be useful for other citizens who wish to draw less rigid districts concentrated on the same basis.

Follow up comments:

In the meantime, I have at least modified it enough to make the population balances better, but District 2 is still specifically drawn to maximize Hispanics. I've attached the modified file. If it can be posted for users to see, with my initial explanation of what I was doing attached, and dropped from your list of preferred plans to submit to Council, that would be my preference.

102 Holly Lofgren

Please find attached my district map submission package. It includes: a) the Excel file b) a hard copy drawing of the districts c) this page of explanation. Please acknowledge receipt of all three items in my package with a return email.

I attended one map drawing training where we were encouraged to give reasons for our district lines. Besides dividing them roughly equally for the populations, I took into consideration the following items:

NDC

**Sunnyvale 2019 Districts
Plan Submitter Comments**

- a) While there are no really heavily predominant races clusters in Sunnyvale, the data showed a preponderance of Hispanic and Asian ethnicity people in certain areas and I tried to keep them together.
- b) Another community of interest is the high school districts and I followed those lines as much as possible. Notable exceptions are area 50 and area 71.
- c) Another community of interest factor is major highways. I used Highway 101 as a dividing line while still attempting to keep the mobile home parks together, as some are found below Highway 101. Thus, I had a larger population than I desired due to limitations using the Excel tool, but the mobile homes area south of Highway 101 could be selected more specifically by the consultant to reduce the size of that district.
- d) Other major roads such as Old San Francisco, Remington and parts of Hollenbeck also seemed to garner communities of interest.
- e) I kept the central part of the city together as it seemed important to not divide the downtown, so between El Camino and Central Expressway, I have a district.

Thank you for the opportunity to participate in district map making.

103 Martin Gates

The districts are relatively balanced numbers and the shapes have a reasonable center of area without outlying branches. [Pop Unit 30 could be in district 3 for better shape, but pushes 3 over 1K from ideal]

104 Pam Anderson

I think this map makes sense because it relies on elementary school boundaries as the primary 'community of interest'. School attendance is one of the strongest ways that our community comes together, and creates natural boundaries in our community. A summary of how my districts are organized is as follows: Properties in Area 1 are generally assigned to Lakewood, Fairwood, San Miguel and Mayne elementary schools, Area 4 is assigned to Cumberland, Cherry Chase and West Valley Schools, Area 5 is Stocklemeier and Nimitz, and Area 6 is those assigned to Santa Clara Unified School District (e.g. Laurelwood, Ponderosa, Braly and Bracher.) Areas 2 & 3 are all assigned to Sunnyvale schools Bishop, Vargas, Ellis, and some San Miguel. For these 2 areas significant road boundaries area also considered (e.g. El Camino, and Evelyn Ave/Central Exwy.) There are a few population units that had to be assigned as exceptions in order to meet the criteria of 'essentially equal population' - specifically, units 47 & 50 are part of the Cumberland boundaries, but are assigned to District 3 (using El Camino as a boundary) and unit 71 is part of Ellis school, but is assigned to District 5. Unit 34 is assigned to Zone 3 because the school assigned to this unit is Vargas which is part of Area 3. I could not assign some of the units with '0' population, as I wasn't sure which was which.

105 Lou Saviano

Thank you for inviting community input on creating new City Council districts. I've attached a proposed map, outlining 6 districts.

NDC

**Sunnyvale 2019 Districts
Plan Submitter Comments**

The “population unit” for my proposed districts ranges from 23,061 to 23,665. (Please feel free to check my math.) I’ve tried to construct districts that are geographically compact in shape and that try to generally conform with existing boundaries (e.g. Cupertino Union School District for District 1) and recognizable demarcation lines, (e.g. Highway 101, El Camino Real, Fremont Ave. etc.).

I have lived (happily) in Sunnyvale for 36 years, and I suggest these districts without any hard knowledge of (or interest in) the demographic composition of these areas. I hope that districts will be drawn in a "demographically agnostic" manner — without regard to the presumed political, religious, philosophical, racial, or ethnic background of the residents. One person, one vote. I do not believe “communities of interest” necessarily are defined by demographic factors.

I support moving to district based elections, as long as the districts are not gerrymandered to give an edge to one type of candidate over another.

106 Mei-Ling Stefan

Although Council does not want a 7-district election, I am dutifully submitting a 7-district map, and the excel file, with my thoughts on drawing the map. My guidelines for proposing which 4 districts will be up for election in 2020 are: (1) All council members whose terms expire in 2020 should be able to run for re-election (2) The 2 districts most heavily populated with ethnic minority groups should be included.

107 Frances Stanley-Jones

DISTRICT 1 Keeps the North Sunnyvale Mobile Home Parks together. Keeps Lakewood Village LWV together with residents NORTH OF 101. It is the preference of the LWV residents this is attached to the paper map submission. The Asian population is 44% high for Sunnyvale. Residents north of 101 and between that and highway 237 face similar issues such as traffic increase in crime schools.

DISTRICT 2 Keeps the Sunnyvale Neighborhood Association SNA of SNAIL San Miguel together. Built in the 1970s they have similar single family homes traffic and land use issues in common. They also share the same junior high school. Residents from this area a very active community in Sunnyvale attended the mapping class on August 7 and want to keep the SNAIL SNA in the same voting district.

DISTRICTS 4 5 6 See separate letter. The same map named smhps2 Full Map has also been submitted to Teri Silva as an email. The emailed map includes the letter from the LWN residents and signatures from mobile home park residents supporting this map.

109 John Carlsen

East-west hard division along railway Union Pacific, and north-south soft division along storm channel, East Channel, resulting in population division within about 6 percent of ideal.

NDC

**Sunnyvale 2019 Districts
Plan Submitter Comments**

110 John Carlsen

Compact districts with southern four quadrants radiating from Community Center and northern districts stacked numbered spiraling outward from city center district 1 in approximate order in which they were developed and having population distribution variance from median within 30 people.

110 John Carlsen

Population evenly distributed within 0.01%, 0-3 people, with each district neighboring at least 2 others and sharing borders near city center, numbered spiraling outward.

111 John Carlsen

Compact districts with population distribution variation of 0.2 percent, within 0.1 percent of median, numbered spiraling outward from city center in approximate order in which they were developed.

112 Kevin Kelly

Districts are formed by natural transportation boundaries that already separate and define many neighborhoods. Any deviations are purely to provide numerical population balance which would need to be changed anyway after the new census.

113 Kevin Kelly

Designed around the premise that all Sunnyvale residents have a shared interest in the development of downtown and the city core this plan has all six districts converging there and sharing responsibility for the downtown area. Major roadways and transportation corridors are used as district borders and 4 districts share portions of El Camino Real the major commercial retail strip. The high-tech commercial area north of 237 is shared by 2 districts.

114 Yuan Xu

This is a revised plan based on my previous Balanced Cut to make the boundary look more reasonable between district 1 and 3.

115 Timothy Oey

This is as compact, balanced and natural a set of districts as I could create around existing natural Sunnyvale neighborhoods using major roads and rail lines as boundaries.

116 Cameron Kelly

This proposal provides a fair and balanced level of population per district while maintaining sensible dividing lines along major roads and train tracks in order to show how neighboring communities reflect larger areas, which are here translated into districts. This plan also intends to ensure representation among minorities. Each census block has been apportioned into a specific district so that minorities will have more empowerment through voting and representation without rendering their representatives ineffective by allocating a district for a

NDC

**Sunnyvale 2019 Districts
Plan Submitter Comments**

single ethnic group. I have been involved in numerous community activities in Sunnyvale which allowed me to interact with a diverse pool of families and individuals. They all have one thing in common: they live in Sunnyvale, and this has inspired me to submit what I believe would be the most comprehensive district map plan unique to the City of Sunnyvale.

117 Richard Mehlinger

This plan aims to respect use major roads as boundaries where possible. The exception to this is D6, which is designed to maximize Asian-American CVAP. D4 meanwhile gets 25% Latino CVAP, which is probably about as high as it's possible to get. D6 would include Butcher's corner.

118 Frank Hand

I am submitting two suggestions for Sunnyvale's district map. My preference is the map named Bal Neighborhoods Development Downtown (#118). The maps emphasize each neighborhoods identity, inclusion, i.e. communities of interest, values, and encourage participation in Sunnyvale's ongoing revitalization development. Thank you.

119 Frank Hand

I am submitting two suggestions for Sunnyvale's district map. My preference is the map named Bal Neighborhoods Development Downtown (#118). The maps emphasize each neighborhoods identity inclusion, i.e. communities of interest, values, and encourage participation in Sunnyvale's ongoing revitalization & development. Thank you.

120 Evelyn Rocha

Through meetings with the mobile home park community, SNAIL, the Latinx community, the Asian American community, and the Hindu community, in addition to a joint unity meeting consisting of a large and diverse cohort of Sunnyvale residents, we were able to build broad support for both Unity Maps A and B. These maps reflect robust community of interest feedback and knowledge from the lived experiences of community members across Sunnyvale. Below you will find specific community of interest reasons that support this district map in more depth. Thank you for your consideration. We are sending the full COI testimony by email.

Full testimony email text:

This map is the result of many meetings with a large and diverse group of Sunnyvale residents, representing communities including the mobile home park community, SNAIL, the Latinx community, the Asian American community, and the Hindu community.

This map reflects input from all of these residents and communities on traditional districting criteria based on their experiences living in Sunnyvale. Below you will find specific community of interest reasons that support this district map in more depth. Thank you for your consideration.

District 1

- This district keeps the SNAIL neighborhood (bounded by Fair Oaks, Maude,

Mathilda, and the 101 freeway) whole. The SNAIL neighborhood should be kept whole because it is a tight-knit community that also has its own official 501(c) 4 non-profit status. SNAIL distributes 1,200 monthly newsletters door to door, hosts the largest and most popular National Night Out, and has an active web presence.

- This district keeps low and middle income communities in North central Sunnyvale together. Socio-economically, SNAIL residents have strong similarities to folks living South of Maude and north of the train tracks such as the Lowlanders neighborhood. It also keeps SNAIL together with San Miguel. Both neighborhoods are made up mostly of single-family homes.
- This district keeps stores used by the Latinx community, such as Chavez Supermarket, Mi Ranchito Produce, and Guadalajara Market together.
- This district keeps important community services (Columbia Neighborhood Center, Sunnyvale Community Services) together in a central district in the City.
- This district also results in a Latino influence district.

District 2

- This district keeps the following mobile home parks in North Sunnyvale in one district so that residents can advocate together on issues that impact their community, like traffic, office development, rent stabilization, and more: Willow Ranch, Cape Cod, Fox hollow, Fair Oaks, El Dorado, Casa De Amigos, Plaza del Rey, and Adobe Wells.
- Historically, North Sunnyvale has been geographically underrepresented on the City Council and a North Sunnyvale district ensures that a North Sunnyvale resident gets elected to the Council.
- This district contains the Sunnyvale Hindu Temple on Persian drive, which is the largest Hindu temple in the South Bay and serves a large Hindu community, including a significant population of Hindus who live in the surrounding area.

District 3

- District 3 respects the boundary between Cupertino Union Elementary School District and Santa Clara Unified School District by following Wolfe Road south of El Camino Real. Parents are actively involved in their children's education in CUSD where there is a special focus on math and music. Council district lines that align with school district boundaries is important for the Asian American community so that the Council can be responsive to issues important to students and their parents.
- Louis E. Stocklmeir Elementary School is in this district. At around 1,200 students, this is the largest elementary school in the entire Bay Area. With a very involved parent community, Stocklmeir has the highest test scores of any public school in the city.
- Next to Stocklmeir Elementary School is Ortega Park which attracts folks from all around District 2 for picnics, playgrounds, walks, sports, yoga, and tai chi. The school and the park are the hub for people of District 2 to meet and be in community.
- This district also creates an Asian American empowerment district. Asian Americans have been attracted to this area by a combination of the quality of the schools; close proximity to different Asian restaurants, grocery stores, and places of worship; and relatively short commutes to major employers.

District 4

**Sunnyvale 2019 Districts
Plan Submitter Comments**

- District 4 respects the boundary between Cupertino Union Elementary School District and Santa Clara Unified School District by following Wolfe Road south of El Camino Real. Aligning council district lines with school district lines have been identified as a priority for the Asian American community.

- This district keeps the Sunnyvale portions of the attendance zones for Ponderosa, Laurelwood, and Braly Elementary schools together. These three zones combine for a close community around Peterson Middle School.

District 5

- Includes Cherry Chase, Cumberland, Cherry Hill, and West Valley. This district keeps together areas that have high rates of home ownership and higher income levels than the city at large.

- The Bar Yohai Sephardic Minyan synagogue and Chabad of Sunnyvale, which both serve the Jewish community, are located in this district.

District 6

- This district has a high percentage of renters and apartment units.

- This district keeps most of the Heritage district or downtown area intact.

- It also keeps a number of Indian grocery stores along El Camino Real together in one district.

- District 6 keeps many of the apartment buildings on the far west side of the City, north of El Camino, together.

Other Notes

- Multiple districts touch the downtown urban corridor so all districts have a responsibility to look after the communities there.

Proposed Sequencing: D1, 2, and 3 in 2020 and D4, 5, and 6 in 2022

This sequencing ensures that the communities that have historically lacked representation on City Council and that see their voting power increased because of the transition to district elections, including Latinx voters (D1), Asian American voters (D3), and mobile home park resident voters (D2), will have an opportunity to vote in the first district-based elections in 2020.

Sign-ons

Valerie Suarez - D1; Sunnyvale community chair

Diane Gleason - D1

Kathy Higuchi - D1

Bowman Ching - D1

Janette Brambila - D1

Eloisa Herrera – D1

Modesta Albino – D1

Janet Takahashi - resident of Cupertino but active at the Congregational Church of Sunnyvale located in D1 and previously lived in Sunnyvale for 15 years

Ram Agarwal - D2; active member of Hindu Temple

MJ LaRoche - D2

Galen Davis - D3

Cal Cornwell - D3

Samir Kalra - D3

Scott Manley - D4

Srivats Iyer – D4

Naomi Nakano-Matsumoto – D5

Beth Claywell - D5

NDC

**Sunnyvale 2019 Districts
Plan Submitter Comments**

Coleen Hausler - D5
Elsa Amboy - D5
Ray Xu – D5
Evelyn Rocha - D6
Ann Stevenson - resident of Cupertino but active at St. Thomas Episcopal Church located in D6
Rita Welsh

121 Martin Pyne

This plan preserves communities of interest across Sunnyvale. Districts 2 and 6 roughly break along school district boundaries. District 4 contains all of the trailer parks in north Sunnyvale with District 5 containing the rest of SNAIL and apartments along Fair Oaks. District 5 is a majority-minority coalition district in terms of CVAP while District 2 is an AAPI-opportunity district. I would sequence districts 1, 4 and 5 to go in 2020 as they had the largest drop-off in vote between 2016 and 2014 suggesting that they would benefit the most from voting in a presidential year.

122 Martin Pyne

This plan preserves communities of interest across Sunnyvale in a somewhat different way than in the other plan I submitted. Districts 2 and 6 roughly break along school district boundaries. District 4 contains all of Sunnyvale north of 101 plus the San Miguel neighborhood. District 5 remains a majority-minority coalition district in terms of CVAP containing all of SNAIL, while District 2 is an AAPI-opportunity district. I would sequence districts 1, 4 and 5 to go in 2020 as they had the largest drop-off in vote between 2016 and 2014, suggesting that they would benefit the most from voting in a presidential year.

123 Kristel Wickham

Intention was to create simple district boundaries that aligned to geographic neighborhoods, main roadways and the railroad. Harder than I thought to get the population numbers to be equal. Thanks for the opportunity to suggest.

124 Valérie Suarès, SNAIL

Here is SNAIL's members recommended map.

D1: includes everything north of 101, and the western edge down to the train tracks. Most of the mobile home parks are north of 101, but also includes Pop Unit ID#26 which is Mary Manor Mobile Home Park.

In D2, keeping apts. together, housing single family homes East of Mathilda and North of the train tracks, as we move towards Lawrence Expressway there are more apts. and condos. Pop Unit ID# 53 and 60 are apts. whereas 59 is single family houses. Perhaps Pop Unit# 59 can be with Ponderosa neighborhood. In Pop Unit ID# 21, there is a small mobile home park, but the majority of this population unit is single family homes which are part of the SNAIL neighborhood.

NDC

**Sunnyvale 2019 Districts
Plan Submitter Comments**

This SNAIL neighborhood with over 1,400 is historically very active with a large number of regular and annual events have been and are hosted in this particular Pop Unit. SNAIL neighborhood include Pop Unit IDs# 20, 19, 21, 28. We share similarities economically north of the tracks. The track is a natural boundary.

To reinforce the reasons why we believe SNAIL should remain intact and undivided, I have enclosed a map of the SNAIL neighborhood as found on our SNAIL NextDoor map.

You will find a SNAIL neighborhood profile and collected data of our August 2019 National Night Out, illustrating in red, the streets on which our attendees live. This graphic illustrates that neighbors from most streets in SNAIL, from East to West and North to South are attending this annual and traditional event recognized by City Elected Officials as being most popular with the greatest attendance record in the entire City of Sunnyvale.

Furthermore, you will find some historical and statistical data about the neighborhood historically, which include the location of our annual 3 days yard-sales hosted in a cul-de-sac on Carolina at Glendale, which have generate \$3,652 in its best year.

For these reasons, SNAIL members urge you to keep the SNAIL neighborhood together.

Thank you for keeping the SNAIL Neighborhoods intact, undivided and united.

Dave King, supporting SNAIL map (#124)

Over many years the SNAIL neighborhood organization has worked to provide forums and activities for residents in our neighborhood so that all are given a voice and feel that they've been heard.

When you consider proposed voting districts that include the SNAIL - please keep SNAIL in one piece and avoid gerrymandering pieces of SNAIL into parts of other proposed districts.

Any split or fracturing of SNAIL would inevitably pit neighbor against neighbor and slowly destroy the comity we've sought to achieve in our group.

125 Janice Horn

Abstract: Maps for six Sunnyvale voting districts based on the existing maps of the four Zip Codes that cover Sunnyvale: 94085, 94086, 94087, and 94089.

126-8 NDC map proposals

129 Herbert Barchie

NDC

**Sunnyvale 2019 Districts
Plan Submitter Comments**

Please keep Population Unit 21 (population: 2274) in a district south of 101 so I can continue to walk to events of the neighborhood. The district I suggest is comprised of single family homes, rentals, and some condos, all sharing schools and a neighborhood association.

=====Post-September 10 Map Revisions=====

121A Martin Pyne

This revision of Map 121 also regularizes lines along major streets while retaining communities of interest as formed by neighborhood associations, school districts, and other factors however it sacrifices a bit of regularity to hopefully do a slightly better job at representing communities of interest. As with the other revision I have five of the six districts bordering El Camino and have attempted to have strong renter influence in District 5 in particular. I have more detailed notes regarding particularly the boundaries between Districts 2 and 3 5 and 6 4 and 5 and the Heritage District and will be providing them via a follow-up e-mail. This map does a slightly better job of empowering minority communities in Districts 2 and 5 than my other revision. As to sequencing I continue to prefer having the districts with the largest difference in percentage turnout between the midterm and general election go in 2020. On this map this would involve Districts 1, 4 and 5 voting in 2020 and Districts 2, 3 and 6 voting in 2022.

121B Martin Pyne

This revision of Map 121 regularizes lines along major streets while retaining communities of interest as formed by neighborhood associations, school districts and other factors. I have five of the six districts bordering El Camino and have attempted to have strong renter influence in District 5 in particular. I have more detailed notes regarding particularly the boundaries between Districts 2 and 6; 1 and 3; 4 and 5; and the Heritage District and will be providing them via a follow-up e-mail. As to sequencing I continue to prefer having the districts with the largest difference in percentage turnout between the midterm and general election go in 2020. On this map this would involve Districts 1, 4 and 5 voting in 2020 and Districts 2, 3 and 6 voting in 2022.

120A Prakash Giri

Prakash's 120 Revised.

120B Janette Brambila

The Unity group, consisting of diverse Sunnyvale residents who hail from different neighborhoods and communities, including the mobile home park community, SNAIL, the Latinx community, the Asian American community, the Hindu community, and multiple faith communities across the City, met again to revise the Unity Map 120. This map is one of two refined versions of our original Unity Map that we developed and are submitting for review. We have sent our detailed testimony to accompany this map in a separate email.

120C Janette Brambila

NDC

**Sunnyvale 2019 Districts
Plan Submitter Comments**

The Unity group, consisting of diverse Sunnyvale residents who hail from different neighborhoods and communities, including the mobile home park community, SNAIL, the Latinx community, the Asian American community, the Hindu community, and multiple faith communities across the City, met again to revise the Unity Map 120. This map is one of two refined versions of our original Unity Map that we developed and are submitting for review. We have sent our detailed testimony to accompany this map in a separate email.

107A Frances Stanley-Jones

1. Districts are divided primarily for Areas of Interest. 2. There are 4 districts on the El Camino Corridor. 3. Districts are all Contiguous. 4. Districts are divided along major streets or highways: a. North and South they are on 101, the railway or El Camino. 5. Districts are kept compact. 6. Districts have less than 10% deviation from the largest 23,885 to the smallest 22,6817. All Neighborhood Associations are contained in one district. 8. In a city like Sunnyvale that is quite integrated, there was no Gerrymandering along racial lines. However, district 5 has 51% Asian in addition District 6 has 48%. District 2 has the highest Hispanic population with 36%. 9. Follows CVRA.

111A John Carlsen

Accepted map F 111 with southern flag removed smoothed.

111B John Carlsen

Based on F111, with further smoothing of district lines for simplicity and to align better with school district lines. Keeps neighborhoods together better , especially keeping Braly Corners with Ponderosa, which are linked by SCUSD.

Sent: Saturday, September 28, 2019 11:23 AM
To: Council AnswerPoint <council@sunnyvale.ca.gov>
Subject: Map 121 Revision Notes

I have submitted two revisions of Map 121 for Council's consideration. Here are my fuller comments regarding both revisions.

The first revision of Map 121 regularizes lines along major streets while retaining communities of interest as formed by neighborhood associations, school districts, and other factors. I have five of the six districts bordering El Camino and have attempted to have strong renter influence in District 5 in particular. A few notes:

(A) Ideally I would have liked to keep the portion of District 2 north of El Camino in District 5, but doing so made that district too big. I followed the school district boundary as much as possible to form the boundary between Districts 2 and 6 but could not do so precisely for population reasons.

(B) I was unable to keep District 1 fully north of El Camino without substantially rearranging other districts (as seen in my other submission). I felt the most regular way of doing so to be as submitted, splitting Cherry Chase along Heatherstone Avenue. A valid alternative that does not split the neighborhood association would be to include all of Cherry Chase in District 3 and the area west of Bernardo, from El Camino to Remington, in District 1.

(C) This plan keeps the entire Heritage District south of Evelyn together. The original Map 121 split the Heritage District along Sunnyvale Avenue. If Council preferred that option, it could move the boundary between Evelyn and El Camino east to Sunnyvale without impacting the map's validity.

(D) District 4 crosses Highway 101 at Fair Oaks so as to include a mobile home park west of Fair Oaks. It also includes a few residences east of Fair Oaks. All of SNAIL and almost all of San Miguel (unfortunately one census block is drawn across the neighborhood association boundary) are included in District 5.

(E) The boundary between Districts 2 and 3 follows major streets rather than school district boundaries precisely. If Council wished to adjust the boundaries to prefer the school district boundaries it could do so without impacting validity.

As to sequencing, I continue to prefer having the districts with the largest difference in percentage turnout between the midterm and general election go in 2020. On this map this would involve Districts 1, 4, and 5 voting in 2020 and Districts 2, 3, and 6 voting in 2022.

	2014	2016	Difference
D1	50.3%	83.6%	= 33.3%
D2	52.4%	83.6%	= 31.2%
D3	59.7%	86.2%	= 26.5%
D4	46.3%	79.9%	= 33.6%
D5	45.2%	80.8%	= 35.5%
D6	54.0%	83.1%	= 29.1%

My second revision of Map 121 also regularizes lines along major streets while retaining communities of interest as formed by neighborhood associations, school districts, and other factors; however, it sacrifices a bit of regularity to hopefully do a slightly better job at representing communities of interest. As with the other revision, I have five of the six districts bordering El Camino and have attempted to have strong renter influence in District 5 in particular. A few notes:

(A) This revision keeps District 2 fully south of El Camino Real. To keep Districts 2 and 3 within population bounds, its northernmost boundary is along Cumulus Avenue and Cezanne Drive rather than along a major street such as Remington or simply the El Camino/Sunnyvale-Saratoga intersection. This is unfortunate but couldn't be helped.

(B) I was able to extend District 5 east to the school district boundary north of Iris. It's still impossible to quite have District 5 quite reach El Camino east of Fair Oaks due to the high population of apartment complexes.

(C) The boundary between Districts 1 and 3 is now simply El Camino. The boundary between Districts 1 and 5 through the Heritage District, however, has been moved east to Bayview. It cannot be moved further west without causing population imbalance and forcing District 1 south of El Camino as on my other revision.

Notes D and E on my other revision remain applicable here.

(F) This map does a slightly better job of empowering minority communities in districts than my other revision. Its District 2 has a 42.3% Asian-American CVAP, and its District 5 has a 22.2% Latino CVAP. By contrast, my other revision's District 2 has a 41.4% Asian-American CVAP, and its District 5 has a 21.4% Latino CVAP.

As to sequencing, I continue to prefer having the districts with the largest difference in percentage turnout between the midterm and general election go in 2020. On this map this would involve Districts 1, 4, and 5 voting in 2020 and Districts 2, 3, and 6 voting in 2022.

	2014	2016	Difference
D1	49.5%	83.1%	= 33.6%
D2	52.7%	84.1%	= 31.4%
D3	59.7%	86.4%	= 26.7%
D4	46.3%	79.9%	= 33.6%
D5	44.4%	80.2%	= 35.8%
D6	54.1%	83.2%	= 29.1%

Thank you for your consideration. If you have any questions about these revisions, please let me know.

Martin

--

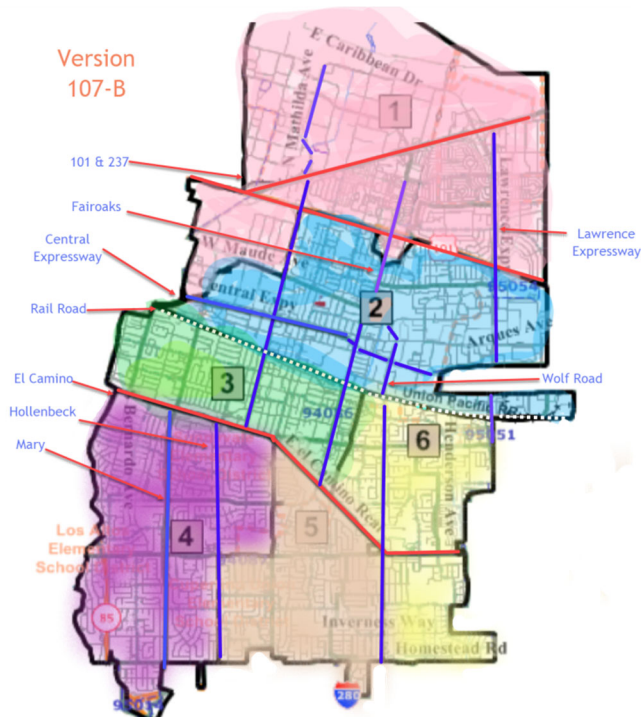
Martin Pyne

Comments regarding Map 107A

Map 107A

DISTRICT	POPULATION	HISPANIC_O	NH_WHT	NH_DOJ_ASN	DEVIATION	% DEVIATION
1	22681		4840	7111	9662	
2	23035	36%	8355	5971	7618	
3	23551		5727	6759	9954	
4	23885		1670	12180	9424	
5	23586		2393	8153	51% 12224	
6	23343		3532	8149	48% 10673	
					-666	-2.85
					-312	-1.34
					204	0.87
					538	2.30
					239	1.02
					-4	-0.02

1. Districts are divided primarily for “Areas of Interest”.
2. There are 4 districts on the El Camino Corridor.
3. Districts are all Contiguous.
4. Districts are divided along major streets or highways :
 - a. North and South they are on 101, the railway or El Camino.
5. Districts are kept compact.
6. Districts have less than 10% deviation from the largest 23,885 to the smallest 22,681
7. All Neighborhood Associations are contained in one district.
8. In a city like Sunnyvale that is quiet integrated, there was no Gerrymandering along racial lines. However; district 5 has 51% Asian, in addition District 6 has 48%. District 2 has the highest Hispanic population with 36%.
9. Follows CVRA.



COMMENTS ON DISTRICTS

DISTRICT 1 –

This is largely an industrial area, therefore it is quite large. The area doesn't have enough population to be divided into 2.

- It keeps the North Sunnyvale Mobile Home Parks together.
- It keeps Lakewood Village (LWV) together with residents NORTH OF 101. It is the preference of the Lakewood Village residents..
- The Asian population is 44% which is high for this city.
- Residents north of 101 and between highway 237, face similar issues such as traffic, increase in crime, & schools. (30 burglaries in Plaza del Rey alone the first ½ of 2019.)

DISTRICT 2 –

- Keeps the Sunnyvale Neighborhood Associations of SNAIL & San Miguel intact & together.
- They have similar single family homes, have traffic and land use issues in common. They were built in the 1970's and share the same junior high school.
- Residents from this area attended the mapping class on August 7 and agreed they want to keep the SNAIL Sunnyvale Neighborhood Associate in the same voting district. This map does that. This is an very active community in Sunnyvale.

This map also keeps together other Sunnyvale Neighborhood Associations in the same district: They are Lowlanders, Hazel Heads, Stowell Orchard, & Victory village

DISTRICT 3

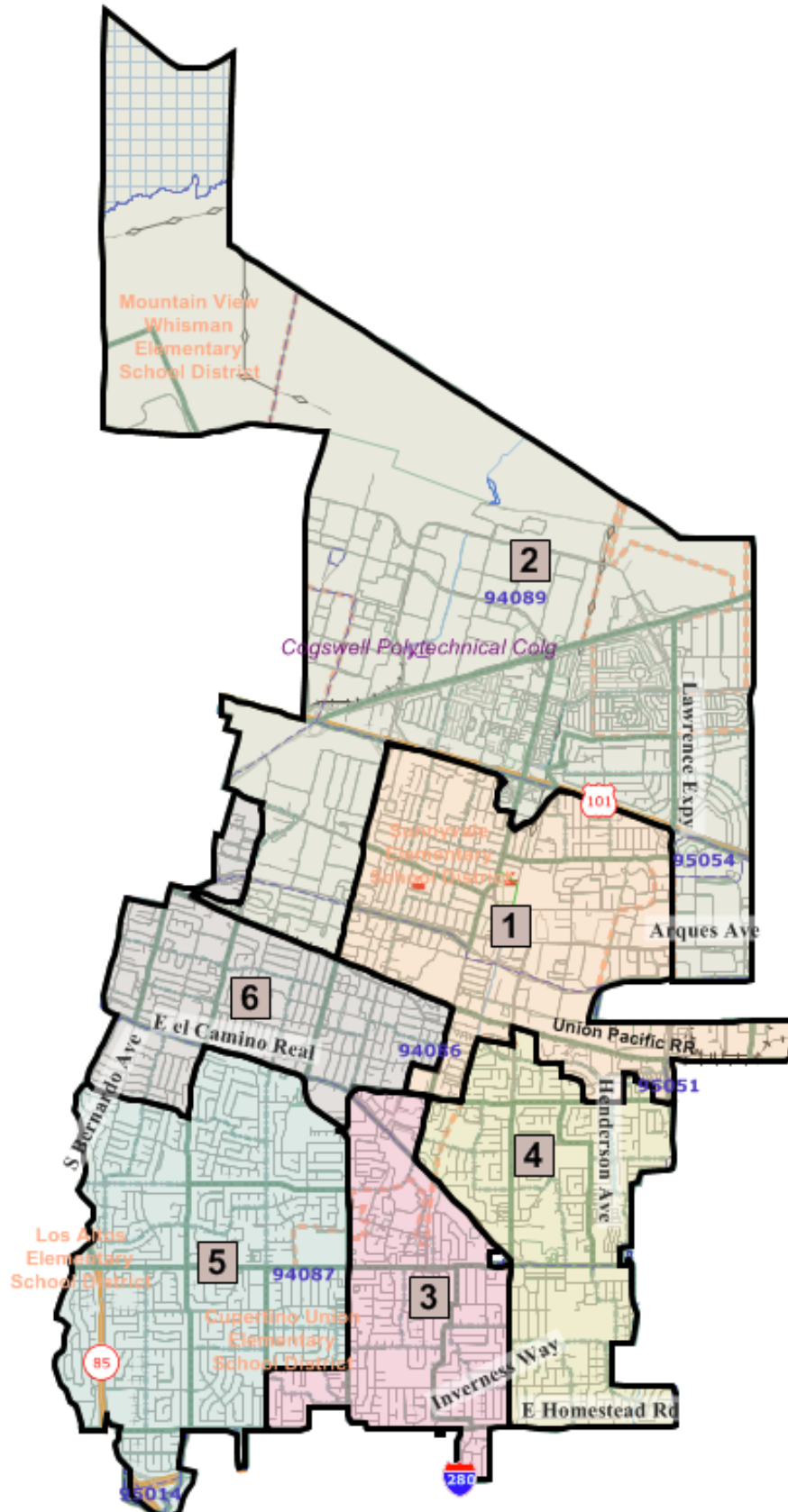
This includes the Heritage District and Pastoria Avenue Neighborhood Associations.

DISTRICTS 4, 5 & 6

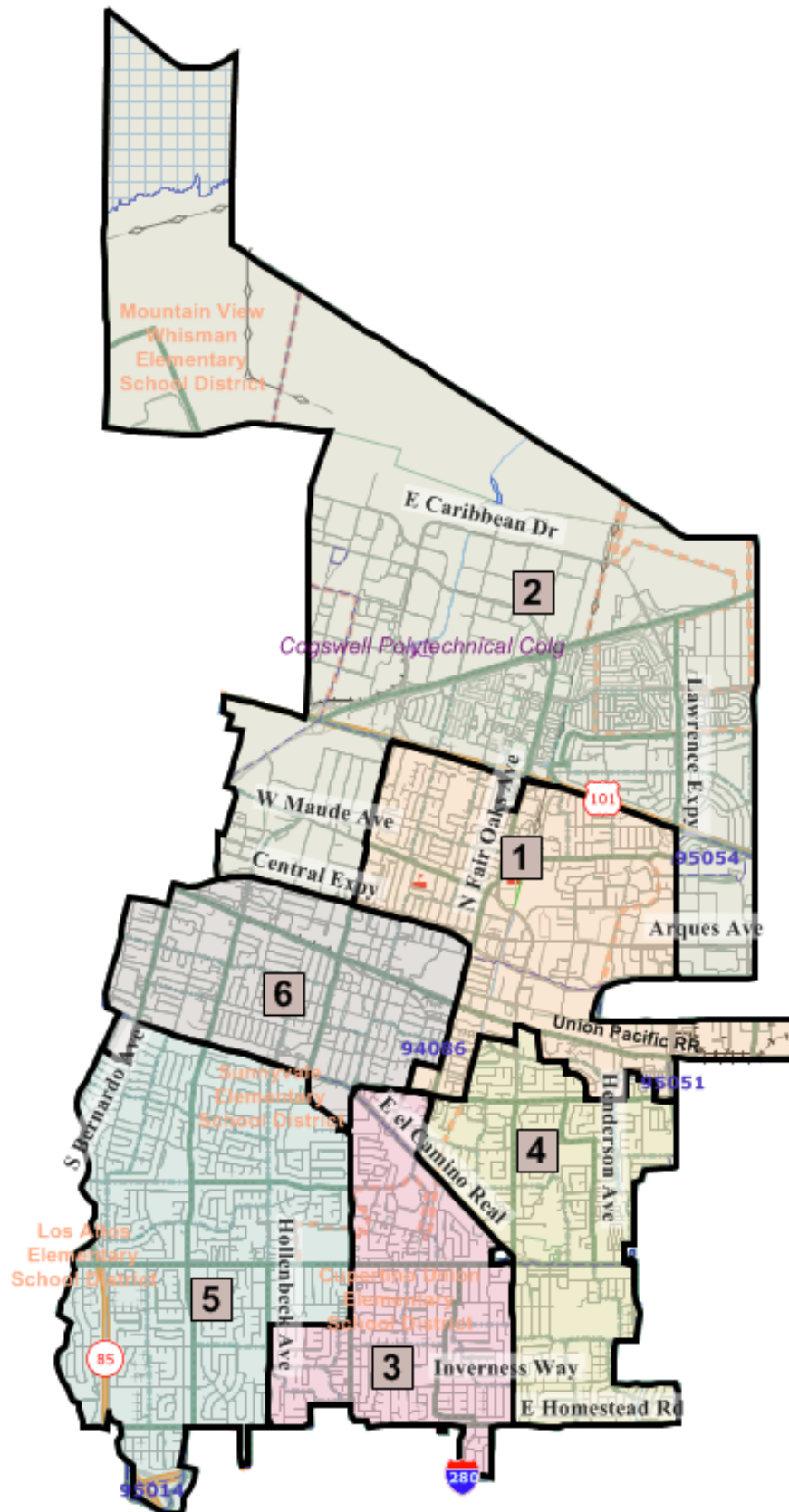
At the residents request wanted districts to be divided along School District Boundaries.

If you don't live in Sunnyvale you may not know that the Neighborhood Associations are very active. They support events such as "NATIONAL NIGHT OUT". They work together on cleanup and recycling projects. They support the city council and city staff with such projects as this one, "District Elections". Keeping these groups in the same voting district benefits the city as a whole

Refined Unity Map Option 1



Refined Unity Map Option 2



Map Sign-Ons

- . Nitinkumar Shroff - District 1 in Maps 1 and 2
- . Valérie Suarès - District 1 in Maps 1 and 2
- . Srivats Iyer - District 1 in Maps 1 and 2
- . Eloisa Herrera District 1 in Maps 1 and 2
- . Modesta Albino District 1 in Maps 1 and 2
- . Maria Gonzalez District 1 in Maps 1 and 2
- . Adriana Ramirez District 1 in Maps 1 and 2
- . Martin Pyne - District 1 in Maps 1 and 2
- . Bowman Ching - District 1 in Maps 1 and 2
- . Kathy Higuchi - District 1 in Maps 1 and 2
- . Ram Agarwal - District 2 in Maps 1 and 2
- . Janette Brambila District 2 in Maps 1 and 2
- . Armida Ramirez -District 2 in Maps 1 and 2
- . Richard Mehlinger - District 2 in Map 1, District 6 in Map 2
- . Galen Davis - District 3 in Maps 1 and 2
- . Samir Kalra - District 3 in Maps 1 and 2
- . Maria Guerrero - District 3 in Maps 1 and 2
- . Ruhua You - District 3 in Maps 1 and 2
- . Calvin Cornwell - District 3 in Maps 1 and 2
- . Coleen Hausler - District 5 in Maps 1 and 2
- . Yuan Raymond Xu – District 5 in Maps 1 and 2
- . Naomi Nakano-Matsumoto – District 5 in Maps 1 and 2
- . Janet Takahashi (active in the Congregational Church) District 5 Maps 1 and 2
- . Evelyn Rocha - District 6 in Maps 1 and 2

Community of Interest Testimony for Refined Unity Maps

The Unity group, consisting of diverse Sunnyvale residents who hail from different neighborhoods and communities including the mobile home park community, SNAIL, the Latinx community, the Asian American community, the Hindu community, and multiple faith communities across the City met again to revise the Unity Map 120. We developed two refined versions of our original Unity Map. Please find below (A) differences between Map Option 1 and 2, (B) the community of interest reasons that explain our refined district lines, and (C) visuals to illustrate how community of interest priorities informed the drawing of refined district lines.

Brief Snapshot Comparison of Differences Between Maps 1 and 2	
Map Option 1	Map Option 2
Keeps Mary Manor with the rest of the mobile home parks in North Sunnyvale	Does not keep Mary Manor with the rest of the mobile home parks in North Sunnyvale
The primary Northern border of District 6 falls along Evelyn Ave.	District 6 extends farther North and uses the Central Expressway as its

	Northern border.
District 2 crosses the 101 to include Fair Oaks mobile home park and apartment buildings directly East of Fair Oaks Ave and South of the 101.	District 2 crosses the 101 to include Fair Oaks mobile home park but not the apartment buildings directly East of Fair Oaks Ave and South of the 101.
District 6 crosses El Camino Real more significantly	District 6 crosses El Camino Real slightly
District 3 extends West along Alberta Ave.	District 3 extends West along Cheyenne Drive

A. More Detailed Description of Differences Between Map Options 1 and 2

- In order to create a smoother district map and because there has been no significant request from the Mary Manor mobile home park community to stay together with the rest of the mobile home parks in North Sunnyvale, Map Option 2 does not group Mary Manor in District 2.
- This makes it possible to place the North/South border between Districts 2 and 6 at Central Expressway in Map Option 2, whereas in Map Option 1 the northern border of District 6 falls mostly along Evelyn Ave and includes a section North of Evelyn and West of Mary Ave. By expanding District 6 North to gain population, it lowers the need to cross El Camino Real, which is a clear community of interest boundary in regards to home-ownership and income levels in the city. This change also keeps the northern part of the Heritage district (north of E. Hendy Ave, south of W. California Ave, east of North Mathilda Ave, and west of N Sunnyvale Ave) together with the rest of the Heritage neighborhood.
- Unlike Map Option 1, Map Option 2 keeps the apartment buildings directly east of Fair Oaks Ave and South of the 101 together with District 1 rather than with District 2.
- For population balance reasons, District 6 in both maps crosses El Camino Real along Mathilda but to different degrees on the Western edge of the City. In Map Option 2, District 6 crosses El Camino West of San Bernardo Avenue up until Brookfield to include the apartment buildings that lie there, whereas in Map Option 1, this extension of District 6 crosses El Camino West of Hollenbeck and goes South until Heatherstone Ave.
- Lastly, to population balance District 5, District 3 in Map Option 2 extends West along Cheyenne Drive instead of Alberta Avenue.

B. Community of Interest Testimony for District Maps

District 1

- **This district keeps St. Martin's Parish (590 Central Ave) together with the large Latinx congregation that lives in D1. This church is a sanctuary for the Latinx community in D1 that attends its Spanish mass.**

- **Map Options 1 and 2 keep more of San Miguel neighborhood intact than in the original Unity Map 120.**
- **The southern boundary of District 1 follows the elementary school district lines between Sunnyvale Elementary School District and Santa Clara Unified School District.**
- **District 1 includes Mayview Community Health Clinic, a primary care clinic devoted to providing high-quality healthcare to low-income families and individuals.**
- This district keeps the SNAIL neighborhood (bounded by Fair Oaks, Maude, Mathilda, and the 101 freeway) whole. The SNAIL neighborhood should be kept whole because it is a tight-knit community that also has its own official 501(c) 4 non-profit status. SNAIL distributes 1,200 monthly newsletters door to door, hosts the largest and most popular National Night Out, and has an active web presence.
- This district keeps low and middle-income communities in North central Sunnyvale together. Socio-economically, SNAIL residents have strong similarities to folks living South of Maude and north of the train tracks such as the Lowlanders neighborhood. It also keeps SNAIL together with San Miguel. Both neighborhoods are made up mostly of single-family homes.
- This district keeps stores used by the Latinx community, such as Chavez Supermarket, Mi Ranchito Produce, and Guadalajara Market together.
- This district keeps important community services (Columbia Neighborhood Center, Sunnyvale Community Services) together in a central district in the City. Columbia Neighborhood Center offers many extra-curricular activities and sports to under-resourced families.
- This district also results in a Latino influence district.

District 2

- **Note that Map Option 1 keeps Mary Manor mobile home park with the rest of the mobile home parks in North Sunnyvale.**
- **This district includes both Moffett Park and Peery Park and most of the neighborhoods that have been most affected by the office development in these areas.**
- **District 2 includes The Cold Weather Shelter, which is an important shelter for many homeless families and individuals.**
- This district in both maps keeps the following mobile home parks in North Sunnyvale together in one district so that residents can advocate together on issues that impact their community, like traffic, office development, rent stabilization, and more: Willow Ranch, Cape Cod, Fox Hollow, Fair Oaks, El Dorado, Casa De Amigos, Plaza del Rey, and Adobe Wells.
- Historically, North Sunnyvale has been geographically underrepresented on the City Council and a North Sunnyvale district ensures that a North Sunnyvale resident gets elected to the Council.
- This district contains the Sunnyvale Hindu Temple on Persian drive, which is the largest Hindu temple in the South Bay and serves a large Hindu

community, including a significant population of Hindus who live in the surrounding area.

District 3

- **The northern part of District 3 now follows major roads, including Sunnyvale Saratoga Road, Old San Francisco Road, Fair Oaks Avenue, and El Camino Real. Therefore, both versions of the refined unity map significantly smooth out the northern, western, and eastern boundaries of District 3 compared to the district's original lines in Unity Map 120.**
- District 3 respects the boundary between Cupertino Union Elementary School District and Santa Clara Unified School District by following Wolfe Road south of El Camino Real. Parents are actively involved in their children's education in CUSD where there is a special focus on math and music. Council district lines that align with school district boundaries is important for the Asian American community so that the Council can be responsive to issues important to students and their parents.
- Louis E. Stocklmeir Elementary School is in this district. At around 1,200 students, this is the largest elementary school in the entire Bay Area. With a very involved parent community, Stocklmeir has the highest test scores of any public school in the city.
- Next to Stocklmeir Elementary School is Ortega Park which attracts folks from all around District 3 and beyond for picnics, playgrounds, walks, sports, yoga, and tai chi. The school and the park are the hub for people of District 3 to meet and be in community.
- This district also creates an Asian American empowerment district. Asian Americans have been attracted to this area by a combination of the quality of the schools; close proximity to different Asian restaurants, grocery stores, and places of worship; and relatively short commutes to major employers.

District 4

- **The northern boundary of District 4 follows the elementary school district lines between Sunnyvale Elementary School District and Santa Clara Unified School District.**
- District 4 also respects the boundary between Cupertino Union Elementary School District and Santa Clara Unified School District by following Wolfe Road south of El Camino Real. Aligning council district lines with school district lines have been identified as a priority for the Asian American community.
- This district keeps the Sunnyvale portions of the attendance zones for Ponderosa, Laurelwood, and Braly Elementary schools together. These three zones combine for a close community around Peterson Middle School.

District 5

- Includes Cherry Chase, Cumberland, Cherry Hill, and West Valley.
- This district keeps together areas that have high rates of home ownership and higher income levels than the city at large.
- The Bar Yohai Sephardic Minyan synagogue and Chabad of Sunnyvale, which both serve the Jewish community, are located in this district.

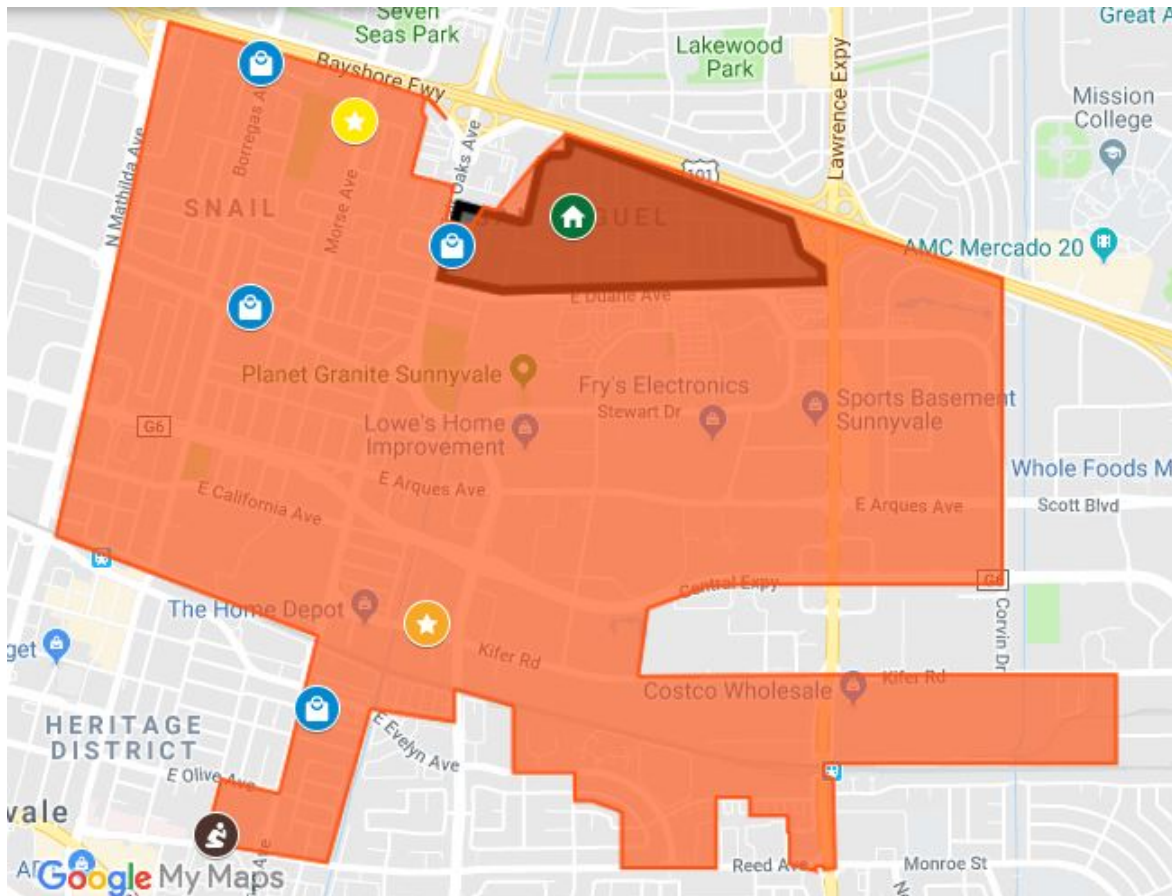
District 6

- **Map Option 1 keeps most of the Heritage District intact and Map Option 2 keeps the Heritage District entirely intact.**
- **District 6 keeps a high concentration of renters and apartment units together. In both Map Options 1 and 2 District 6 extends South across El Camino Real on the Western edge of the City. This ensures that the apartment buildings South of El Camino along San Bernardo Avenue stay together with the apartment buildings north of El Camino on the far West side of the city.**
- **District 6 keeps St. Cyprian's Parish (195 Leota Ave) together with the large Latinx congregation that attends it. This church is a sanctuary for the Latinx community in D6 that attends its Spanish mass.**
- It also keeps a number of Indian grocery stores along El Camino Real together in one district.

C. Visuals

District 1 from Map Option 1

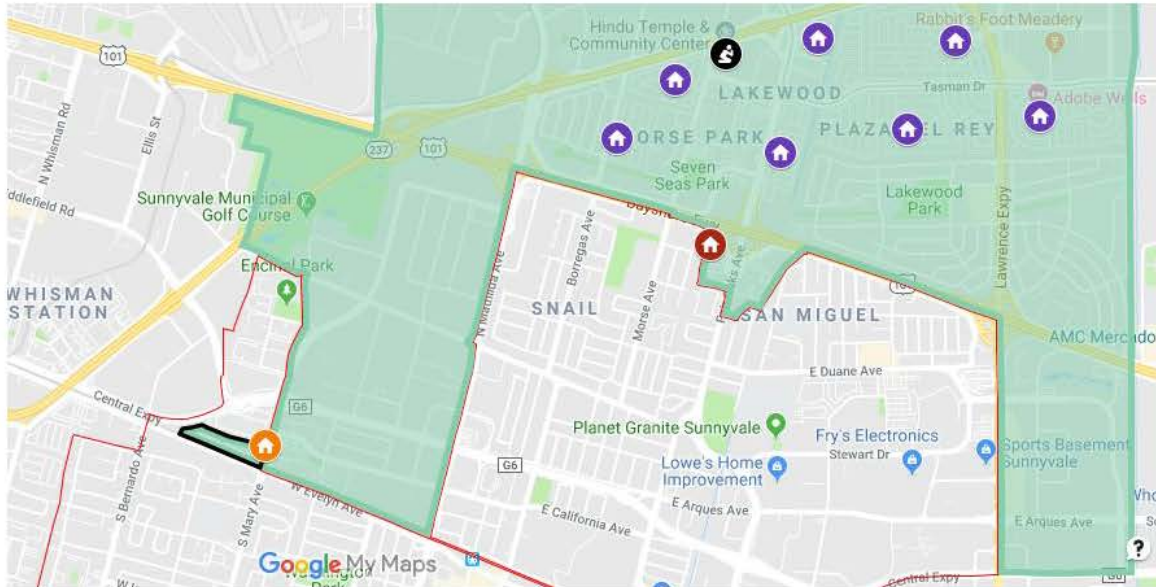
- Visual depicts locations of key services, stores, and places of worship that the Latinx community uses here
- Shows that this Map Option keeps almost the entire neighborhood of San Miguel whole



- Chavez Supermarket
- Guadalajara Market
- Mi Ranchito Produce
- Mercado La Torre
- Columbia Neighborhood Cen...
- Sunnyvale Comm. Services
- St Martin Catholic Church
- San Miguel

District 2 in Map Option 1

- Visual depicts how Map Option 1 keeps Mary Manor mobile home park with the rest of the mobile home parks in North Sunnyvale



- Mary Manor Estates
- Mary Manor Estates
- Hindu Temple & Community ...
- Willow Ranch
- Cape Cod Village
- Fox Hollow Mobile Homes
- Fair Oaks Mobile Lodge
- El Dorado Mobile Home Park
- Casa De Amigos Mobile Park
- Plaza Del Rey
- Adobe Wells

Sunnyvale Elections Map Comments

Community Meeting and Refinement Workshop September 26, 2019

Map 107 (4 dots, 0 Boy Scout dots)

The portion of District 5 that extends past Hollenbeck Avenue into District 4 breaks up a community of interest (i.e. West Valley neighborhood) in District 4.

Maps 107, 120, and 121 are all good at capturing the mobile home park south of Highway 101 (and adjacent to North Fair Oaks Avenue (i.e. Fair Oaks Mobile Lodge).

The mobile home park south of Highway 101 (i.e. Fair Oaks Mobile Lodge) has stated that they do not want to be part of the SNAIL district.

POST-IT NOTE (Serge):

- Nice compact grouping of communities of interest.
- Captures all mobile home parks to the north.
- Maybe areas 4 and 5 could be made a little more compact.
- Areas 1, 2, and 3 in presidential election years.

Map 111 (7 dots, 11 Boy Scout dots)

The portion of District 6 that dips south of Highway 101 (next to N Fair Oaks Avenue) splits a Latino community into two districts (i.e. Districts 5 and 6).

A boy scout questioned why Peery Park was included with District 6. A community member (Linda Davis) responded that it is because it is a large economic generator for the city and some voters might consider it an asset to be included in their district.

District 1 should include the small portion of District 5 south of the railroad and the portion of District 2 that is north of El Camino Real.

POST-IT NOTE (Serge):

- Nice, compact grouping of communities of interest with good choice of main boundaries.
- Would prefer Area 1 to include small area 5 portion south of railroad and small area 2 north of El Camino Real.
- Would prefer small area 3 portion west of Hollenbeck to be in area 2.
- Not necessary to have zero population data.
- Captures all mobile home parks to the north, but (?? handwriting is illegible) part of San Miguel
- Areas 1, 5, and 6 in presidential election years
- Try to avoid carving San Miguel while still retaining little mobile home park south of 101

Map 112 (1 dot, 0 Boy Scout dots)

District 1 should include the mobile home park south of Highway 101 (i.e. Fair Oaks Mobile Lodge).

This map does not respect the school district boundaries.

POST-IT NOTE:

- Why is the little bit of area 2 south of railroad not captured by area 6?
- Not crazy about the straddling of ECR for area 4
- Small mobile home park south of 101 not captured in area 1.
- DO NOT LIKE IT

Map 120 (12 dots, 6 Boy Scout dots)

Mostly don't like it; I much prefer map 121.

District 3 should include the portion of District 5 that extends east of Hollenbeck Ave to respect the Fremont High attendance area boundary.

The portion of District 6 that extends below El Camino Real should be included in District 5.

Like that the districts come together at the downtown.

POST-IT NOTE 1:

- Population deviations too large.
- Tries too hard to have as many areas as possible touching El Camino Real
- Not crazy about areas 5 and 6 straddling the railroad
- Captures all mobile home parks to the north
- Prefer 121 in same style
- Areas 1, 2, 6 in presidential election years

POST-IT NOTE 2:

- Good high percentage of ethnic empowered districts

POST-IT NOTE 3:

- I like how CUSD and Santa Clara school districts honored

POST-IT NOTE 4:

- I like how several district come together in small area for common interest

POST-IT NOTE 5:

- Don't split Nimitz (change line along Alberta)
- Align along Stockmeir Elementary School boundary west of Sunnyvale Saratoga Road and south of Remington
- Include the area around Sunnyvale Saratoga and El Camino

Map 121 (7 dots, 1 Boy Scout dot)

The latest version of this map puts the portion of District 2 west of Hollenbeck Avenue with District 3.

This map has a lot of jutting corners.

The parts of District 1 south of El Camino Real possibly associate more with District 3.

POST-IT NOTE:

- Nice grouping of communities of interest with good geographical partitioning
- Captures all mobile home parks to the north
- Areas 1, 4, 5 in presidential years
- Not as crazy about areas 1 and 5 going across railroad
- Could fix area 2 “intruding” into area 3

Map 126 (3 dots, 0 Boy Scout dots)

This map splits the school district boundaries; do not like.

Maps 126 and 127 do not have a nuanced understanding of the community like the other maps capture.

POST-IT NOTE:

- Not a good grouping of communities of interest.
- Do not like it.

Map 127 (3 dots, 0 Boy Scout dots)

(No public comments on this map.)

POST-IT NOTE:

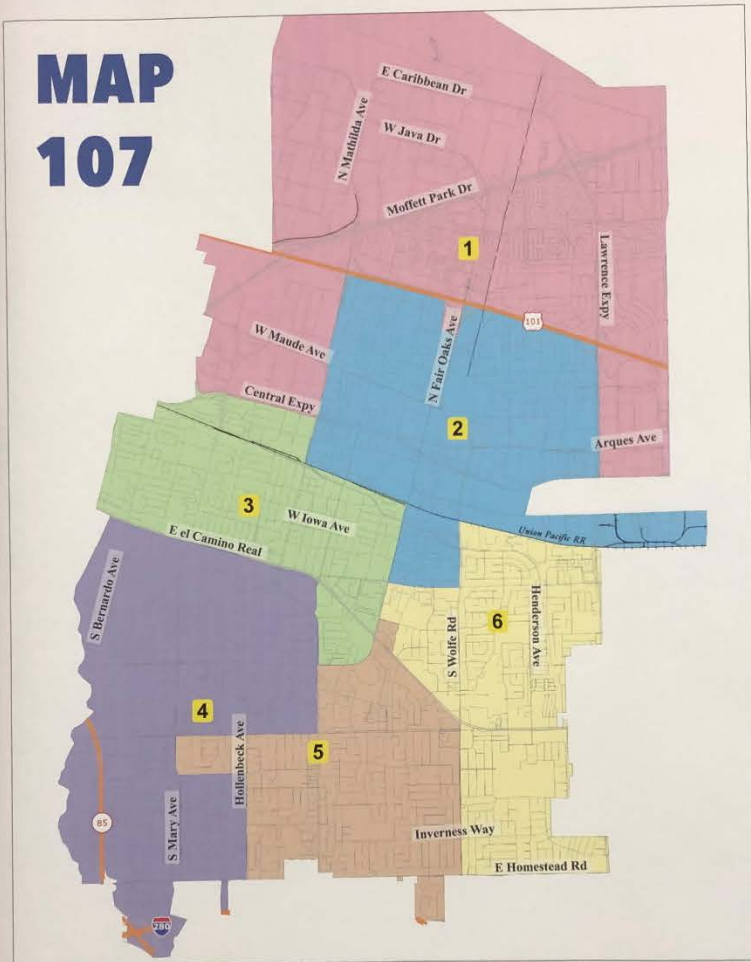
- Not a good grouping of communities of interest.
- Do not like it.



Sunnyvale

Building a New Council Election System

MAP 107



Place
Dot(s) Here:

•
•
•
•
4

BOY SCOUTS

0

Map 107 Comments:

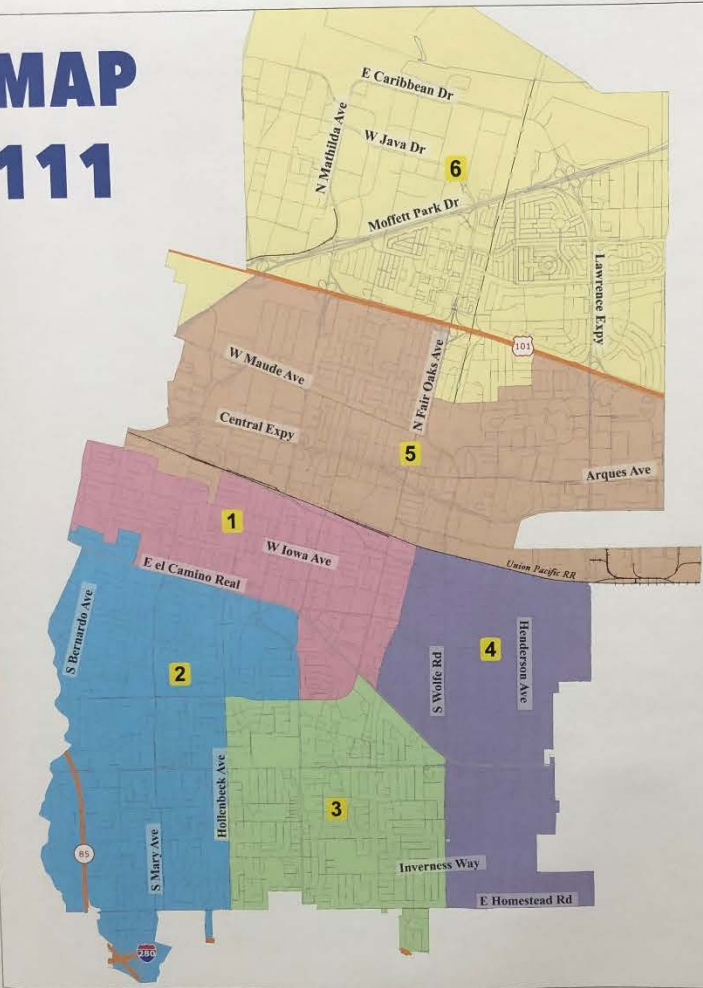
100% of the council's resources
are currently being used to
provide services to the community.
The council is not able to
provide services to the community
because of the lack of resources.
The council is not able to provide
services to the community because
of the lack of resources.



Sunnyvale

Building a New Council Election System

MAP 111



Place
Dot(s) Here:



7

BOY SCOUTS

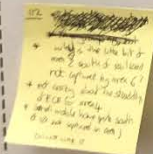


11

Map 111 Comments:

111 - I have several comments
to the council about the map.
I would prefer to see a map that
shows the council districts in a
way that is easy to understand.
I would also like to see a map that
shows the council districts in a way
that is easy to understand.
I would also like to see a map that
shows the council districts in a way
that is easy to understand.

O

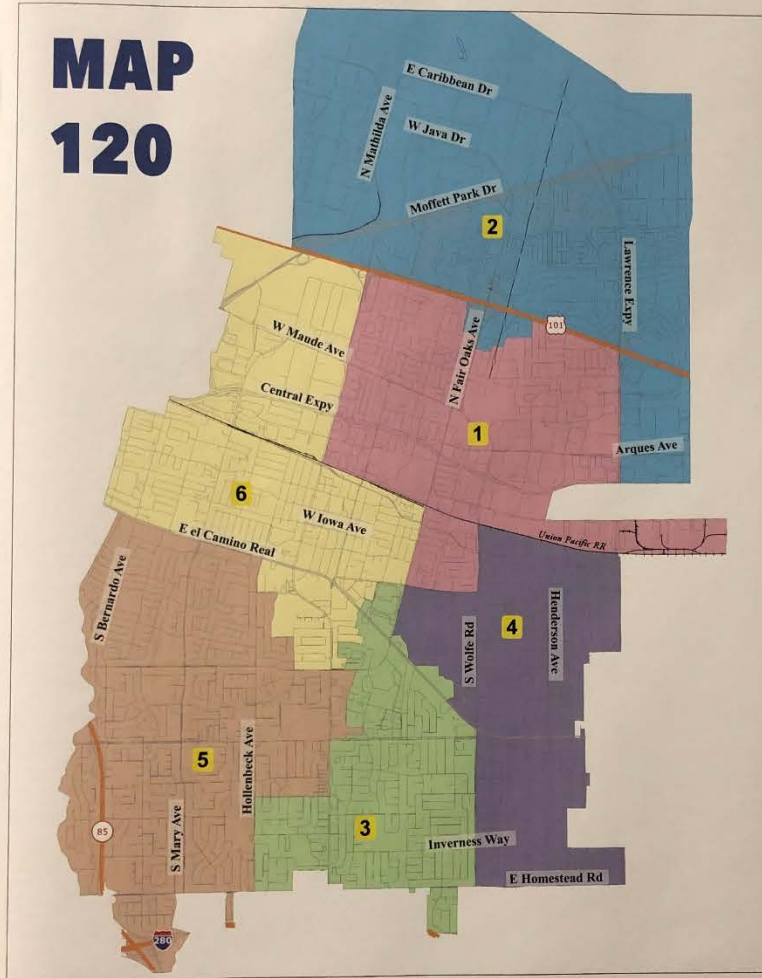




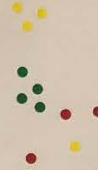
Sunnyvale

Building a New Council Election System

MAP 120



Place
Dot(s) Here:



12

BOY SCOUTS



6

Map 120 Comments:

120
+ population deviation
too large
+ some too small to have as
many representatives as others
+ not all the districts have equal
population and size
+ some are not well defined
+ some are not well defined
+ some are not well defined
+ some are not well defined

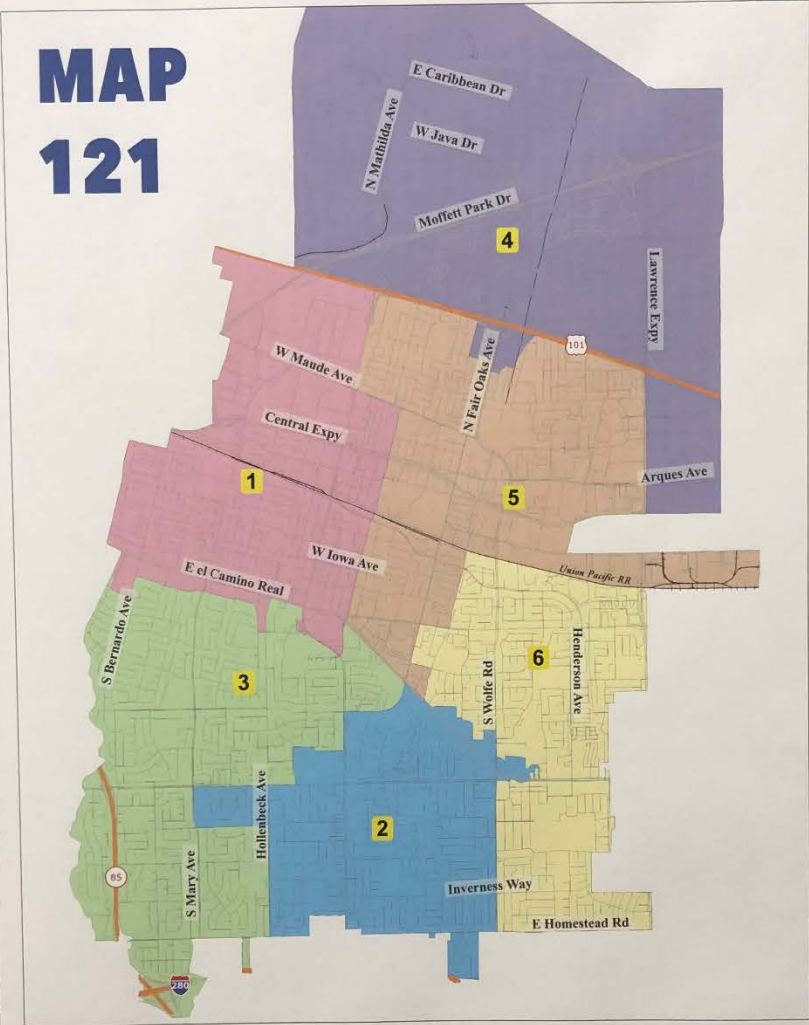
Good High
Percentage of
Ethnic Impoverished
Districts



Sunnyvale

Building a New Council Election System

MAP 121



Place Dot(s) Here:



7

BOY SCOUTS



Map 121 Comments:

Handwritten notes on a sticky note:

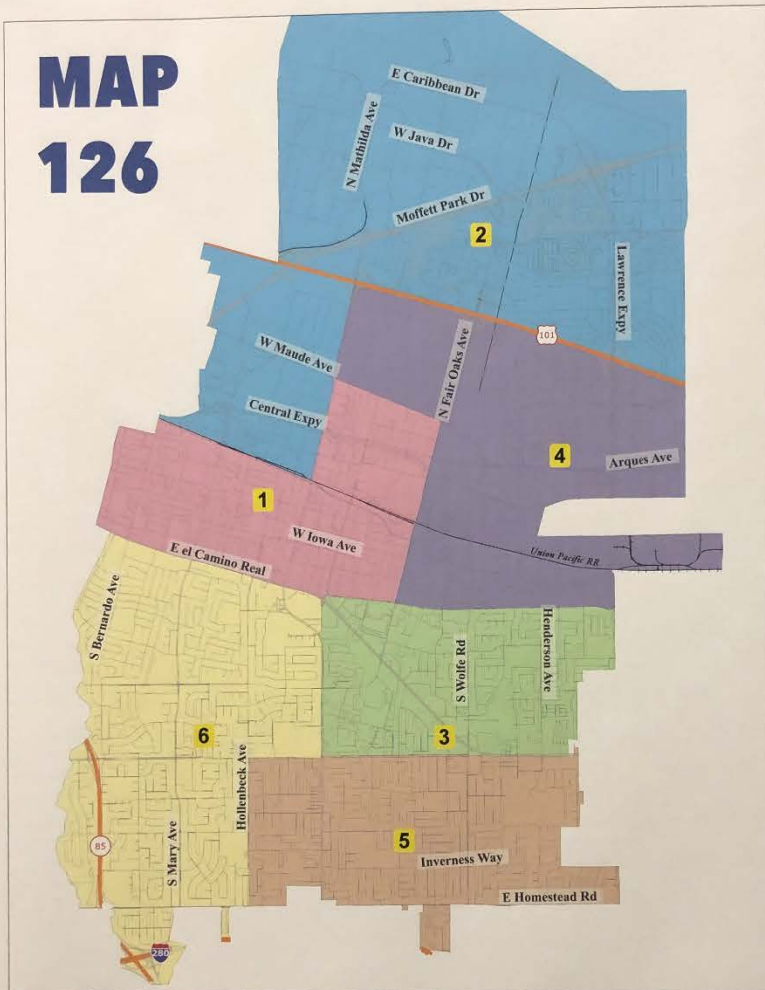
- base grouping of communities to reflect urban and geographic patterns
- location of schools, transit, parks, etc.
- note: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.



Sunnyvale

Building a New Council Election System

MAP 126



Place
Dot(s) Here:

3

BOY SCOUTS

0

Map 126 Comments:

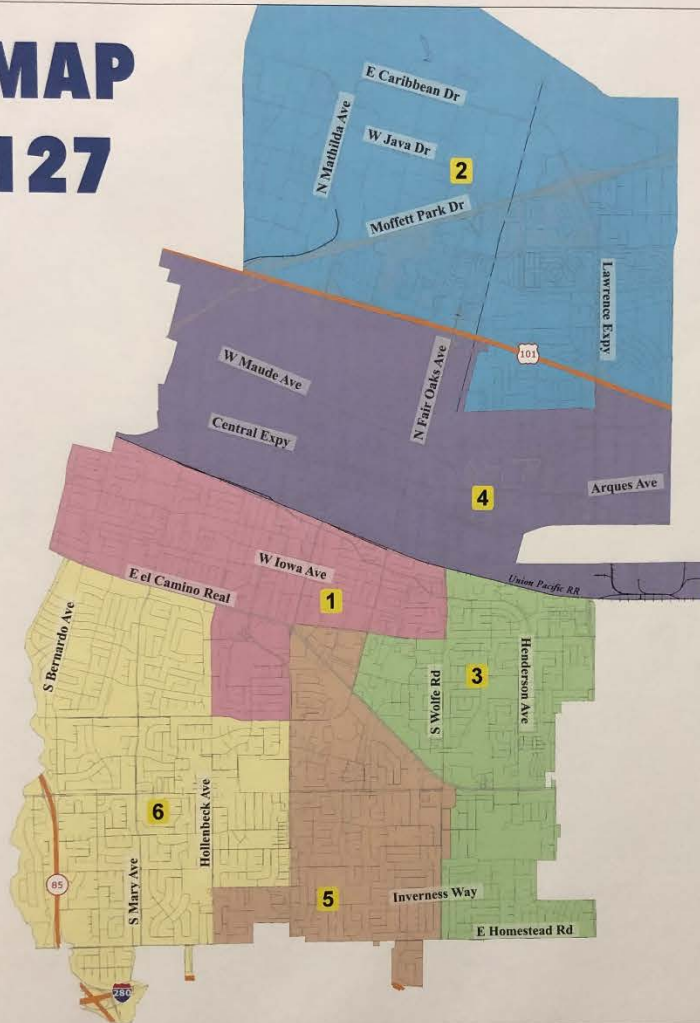
the list is good
adding a
few more to it
go with it



Sunnyvale

Building a New Council Election System

MAP 127



Place
Dot(s) Here:

3

BOY SCOUTS

0

Map 127 Comments:

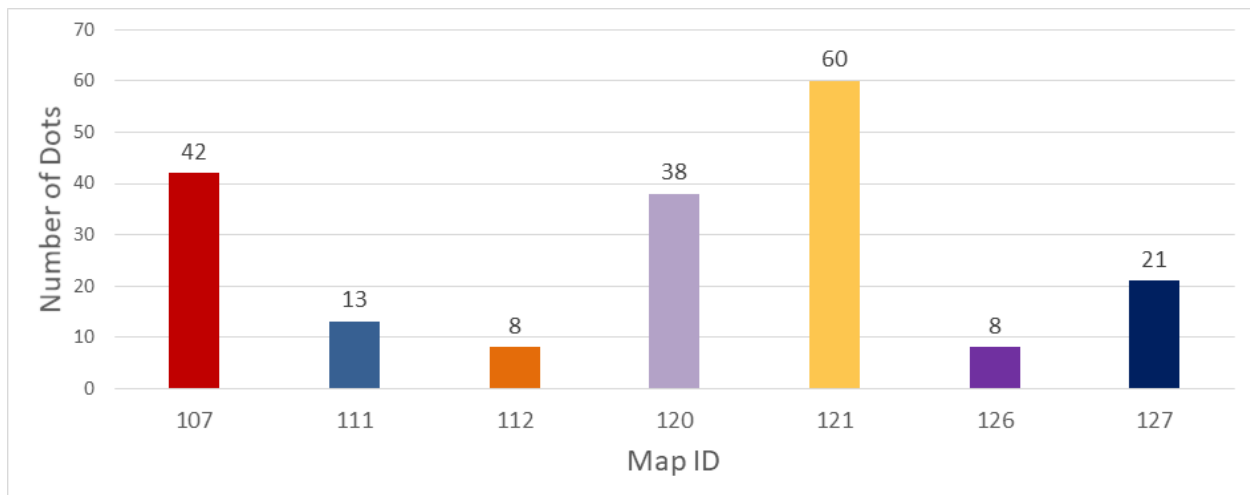
high a great group
of volunteers for
the map 127

Comments from State of the City Event September 14, 2019:

Four comments received on the post-it notes:

- “We want 7 districts- John Hausler”
- “I feel the City should be offering 7 single member districts on the ballot”
- “126 + 127 + 112 are bad for the North, also 111”
- “Visualize polling places on top of map”

Dots received for each of the 7 preferred maps:



Randomized District Maps

Map	Status	Notes	Scenario #
101	Qualified	Six Districts	10
102	N/A	Seven Districts	N/A
103	Qualified	Six Districts	9
104	N/A	Not Contiguous	N/A
105	Qualified	Six Districts	12
106	N/A	Seven Districts	N/A
107	Qualified	Six Districts	3
108	Qualified	Six Districts	1
109	Qualified	Six Districts	19
110	Qualified	Six Districts	17
111	Qualified	Six Districts	6
112	Qualified	Six Districts	8
113	Qualified	Six Districts	11
114	Qualified	Six Districts	18
115	Qualified	Six Districts	15
116	N/A	Not Population Balanced	N/A
117	Qualified	Six Districts	14
118	Qualified	Six Districts	2
119	Qualified	Six Districts	5
120	Qualified	Six Districts*	N/A
121	Qualified	Six Districts*	N/A
122	Qualified	Six Districts*	N/A
123	Qualified	Six Districts	13
124	Qualified	Partial Map	20
125	N/A	Four Districts	N/A
126	Qualified	Six Districts	7
127	Qualified	Six Districts	16
128	Qualified	Six Districts	4
129	N/A	One District	N/A

Scenario 1

District	Random Order
1	1
2	2
3	6
4	5
5	4
6	3

Scenario 2

District	Random Order
1	4
2	3
3	6
4	2
5	1
6	5

Scenario 3

District	Random Order
1	5
2	3
3	6
4	1
5	2
6	4

Scenario 4

District	Random Order
1	2
2	1
3	5
4	6
5	3
6	4

Scenario 5

District	Random Order
1	4
2	3
3	5
4	1
5	2
6	6

Scenario 6

District	Random Order
1	3
2	2
3	4
4	5
5	1
6	6

Scenario 7

District	Random Order
1	1
2	5
3	2
4	4
5	6
6	3

Scenario 8

District	Random Order
1	3
2	6
3	1
4	4
5	5
6	2

Scenario 9

District	Random Order
1	6
2	2
3	5
4	3
5	4
6	1

Scenario 10

District	Random Order
1	6
2	4
3	5
4	1
5	2
6	3

Scenario 11

District	Random Order
1	4
2	3
3	2
4	1
5	5
6	6

Scenario 12

District	Random Order
1	6
2	1
3	5
4	2
5	3
6	4

Scenario 13

District	Random Order
1	2
2	6
3	1
4	3
5	5
6	4

Scenario 14

District	Random Order
1	6
2	1
3	5
4	4
5	3
6	2

Scenario 15

District	Random Order
1	4
2	1
3	3
4	2
5	6
6	5

Scenario 16

District	Random Order
1	4
2	1
3	2
4	5
5	3
6	6

Scenario 17

District	Random Order
1	4
2	1
3	6
4	5
5	3
6	2

Scenario 18

District	Random Order
1	2
2	3
3	4
4	5
5	1
6	6

Scenario 19

District	Random Order
1	4
2	3
3	2
4	6
5	5
6	1

Scenario 20

District	Random Order
1	6
2	3
3	2
4	4
5	5
6	1

Random District Election Rotation

Note: All selections are subject to change by City Council

Map	Scenario #	2020 District Election	2022 District Election
101	10	6 4 5	1 2 3
102	N/A	N/A	N/A
103	9	6 2 5	3 4 1
104	N/A	N/A	N/A
105	12	6 1 5	2 3 4
106	N/A	N/A	N/A
107	3	5 3 6	1 2 4
108	1	1 2 6	5 4 3
109	19	4 3 2	6 5 1
110	17	4 1 6	5 3 2
111	6	3 2 4	5 1 6
112	8	3 6 1	4 5 2
113	11	4 3 2	1 5 6
114	18	2 3 4	5 1 6
115	15	4 1 3	2 6 5
116	N/A	N/A	N/A
117	14	6 1 5	4 3 2
118	2	4 3 6	2 1 5
119	5	4 3 5	1 2 6
120	N/A *	1 2 3	4 5 6
121	N/A *	1 4 5	2 3 6
122	N/A *	1 4 5	2 3 6
123	13	2 6 1	3 5 4
124	20	6 3 2	4 5 1
125	N/A	N/A	N/A
126	7	1 5 2	4 6 3
127	16	4 1 2	5 3 6
128	4	2 1 5	6 3 4
129	N/A	N/A	N/A



City of Sunnyvale

Agenda Item

19-1009

Agenda Date: 10/8/2019

REPORT TO COUNCIL

SUBJECT

Discussion and Possible Direction on Proposed Amendments to Charter Article VI (The Council) to be Submitted to Voters in the March 2020 Election to Implement City Council By-District Elections

REPORT IN BRIEF

On June 18, 2018 (RTC No. 19-0362), the Council voted 6-2 to direct staff to prepare a ballot measure for the March 2020 election amending the City Charter to change the City's electoral system from seven at-large numbered City Council seats to six district seats and an at-large, directly elected mayor. The Council held a study session on September 10, 2019 (RTC No. 19-0798) at which staff provided an overview of necessary revisions to Article VI and highlighted policy issues requiring Council direction. This report provides information requested by the Council at that study session, as well as sample language for further discussion and potential direction.

DISCUSSION

As noted in prior reports, staff is drafting proposed Charter amendments based on the principle of adding provisions necessary to implement district elections for six council districts and one at-large mayor, while maintaining existing concepts and principles in the Charter to the extent possible and/or as otherwise directed by the Council.

For the study session on September 10, 2019, staff grouped the Charter language changes into three basic categories: (1) "No change" required; (2) "Administrative updates" to implement the Council's prior direction for six districts and one at-large mayor that require no further direction to staff to prepare; and (3) "Direction Needed" for outstanding policy issues that do require additional direction from the Council. (See Attachment 1). The Council generally indicated approval of this approach and the Charter sections identified for "administrative updates," and requested that staff return with sample language. Attachment 2 is a sample draft of possible Charter amendments. Each section identifies the type of change (administrative, direction needed, or new), provides a preliminary redline draft of sample language, and highlights areas still requiring policy decisions with sample language for different options within each area.

There are three areas requiring policy direction so that the City Attorney can complete drafting before the Council considers placing the full Charter measure on the ballot on November 12:

1. **Mayor's Term Length:** Council discussed whether the length of the term for Mayor should be two or four years. Attachment 3 provides a summary, requested by Council at the last meeting, of information on Bay Area charter cities with elected mayors and term lengths. If the Council chooses a term for the Mayor of less than four years, Charter section 602 will need to be amended.

- 2. Total Term Limits:** The existing Charter has a limit of two successive four-year terms, with a four-year gap in office required if a council member has held two successive terms or two years if the member served one term. Filling an unexpired term of less than two years does not count toward term limits. Given the elected mayor structure, the Council may want to amend the term limit provisions. The attached draft provides sample language for each of the options described below. Note, however, that total term limits may also depend on whether the Council selects a two or four-year term for the mayor.
- (a) Maintain existing term limits** regardless of whether an individual is elected as mayor or to a council seat.
 - (b) New term limit greater than existing limits.** A moderate increase to existing term limits that creates a combined term limit for individuals who are elected as council member and mayor could address the new elected mayor position. The attached draft, for example, provides for a total term as council and mayor not to exceed three successive four-year terms, so that an individual could serve 2 terms in one position (mayor or councilmember) and one term in the other.
 - (c) Separate term limits for mayor and council.** For example, a maximum of two terms for each office, so that an individual could serve two successive terms as a council member and two successive terms as mayor.
- 3. Redistricting:** The Charter should be amended to create a new section that addresses redistricting. There are two key issues for the Council to consider related to redistricting: (1) the structure of a redistricting commission, and (2) whether to place redistricting factors and process in the Charter.

Typical options for redistricting commissions include:

- (a) Independent Redistricting Commission:** Makes final decisions on district maps without City Council input.
- (b) Modified Independent Commission:** Adopts a map which the Council may approve or reject, but if rejected by Council, decision returns to Commission for consideration of Council input and final decision.
- (c) Advisory Commission:** Makes make recommendations to the City Council on district maps, and the City Council makes a final decision (with or without modifying maps recommended)
- (d) Modified Advisory Commission:** Narrows maps to two (or some other number), and the Council makes a final decision on one of the maps recommended by the commission (modifications to commission maps not permitted).

As of the date this report was written, AB 849 (Attachment 4) is awaiting the Governor's signature. If signed, it will control redistricting unless the City's charter addresses the process. The Council should determine whether it wants the Charter to address these issues. Broadly, AB 849 contains four key requirements:

- (1) Requires adoption of new district boundaries after each decennial census.** Adoption may be no earlier than August 1 of each year ending in one (2021, 2031) and no later than 151 days before the City's next regular election. Cities may not complete mid-cycle redistricting except under certain circumstances. These provisions do not apply to charter cities that adopt different provisions in their charter.

- (2) **Specifies and prioritizes redistricting criteria as follows:** (a) geographic continuity; (b) respect communities of interest (defined as populations sharing “common social or economic interests that should be included within a single district for purposes of its effective and fair representation”); (c) encourage geographical compactness; (d) not favoring or discriminating against a political party.
- (3) **Specifies hearing procedures for district boundaries and maps.** A minimum of four public hearings is required, including one before drawing a draft map (which may be a workshop conducted by a consultant and/or a hearing held by an advisory commission) and two after drawing a draft map.
- (4) **Requires good faith measures to encourage public participation,** including providing: (a) information to media organizations, including those that serve language minority communities; (b) information through good government, civil rights, civil engagement, or community groups; (c) live translation of public hearings on request; (d) notice at least five days before each hearing; (e) posted maps with demographic information at least seven days before adoption; (f) recordings or summaries of public comment at each public hearing; and (g) a web page dedicated to redistricting for at least 10 years after adoption of new boundaries.

Next Steps and Timeline for Preparing Charter Language

The City Attorney will incorporate the policy direction provided by the Council at this session into a final, comprehensive draft of proposed charter changes, and work with outside counsel to refine the language. A resolution approving the final Charter language and placing the measure on the ballot must be adopted no later than 88 days before the election. The last City Council date to place the measure on the ballot is December 3, 2019; however, the City Clerk’s preferred date for this action is the November 12, 2019 Council meeting or earlier. Adoption of a resolution placing the final charter measure on the ballot is currently scheduled for November 12. If the Council desires to review draft language further before considering placing the measure on the ballot on November 12, it should provide direction to staff to return before November 12.

Upcoming City Council hearings regarding the district maps are set for November 5 and November 12, with an ordinance adopting the maps and election sequencing scheduled for December 3 (first reading) and December 12 (adoption).

PUBLIC CONTACT

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

RECOMMENDATION

1. Discuss the proposed amendments to Charter Article VI and provide direction on the outstanding policy issues.
2. If the Council desires further discussion of charter language prior to November 12, direct staff to schedule an additional item on a future agenda.

Prepared by: Melissa C. Tronquet, Assistant City Attorney

Reviewed by: Teri Silva, Assistant City Manager

Reviewed by: Kent Steffens, City Manager

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

ATTACHMENTS

1. Chart Summary of Charter Provisions and Options for Changes
2. Sample Charter Amendment Redline (for discussion purposes, subject to change/refinement)
3. Summary of Mayor Terms in Selected Bay Area Charter Cities
4. Excerpt of AB 849 (provisions related to cities)

Existing Charter	Change(s) Required	Notes
Section 600. Elective Officers of the City. “The elective officers of the City shall consist of a City Council composed of seven members.”	Revision to reflect mayor + 6 council members.	Administrative update reflecting prior Council direction (6 districts and at-large mayor).
Section 601. Term and Election. Existing language establishes at large with numbered seat election system.	Comprehensive revisions reflecting: 1. General language reflecting division into 6 single member districts, exclusive of mayor, beginning Nov. 2020	1. Administrative update reflecting prior Council direction.
	2. Establishment of districts and transition.	2. District boundaries and sequencing to be established by ordinance.
Section 602. Qualifications. Existing rules require city residency, set limits for candidacy for different seats. Term limit of 2 successive 4-year terms, 4 year gap required if person has held 2 successive terms or 2 years if person served 1 term. Filling unexpired term of less than 2 years does not count toward limits.	Revisions regarding: 1. Add district residency as requirement for holding office for council seats.	1. Administrative update reflecting prior Council direction. Typical requirement is district residency 30 days prior to declaration of candidacy.
	2. Clarification on term for mayor. 3 Clarification on term limits for council/mayor seats.	2. Direction needed regarding whether the Mayor would have a 4-year or 2-year term in office. 3. Direction needed. Possible options: a. Maintain existing limits regardless of mayor or council position. b. Different combined limit for individuals who are elected as council member and mayor (total term as council and mayor not to exceed a certain number). c. Separate term limits for mayor and council (eg max of XX terms for each office)

Section 603. Compensation. Establishes salaries for council members and mayor with annual CPI-U adjustment.	None.	None.
Section 604. Vacancies. Existing language recommended by Charter Review Committee and approved by voters in 2018 to allow for appointments to fill vacancies until next general municipal election	Minor revisions reflecting district residency requirements for council members.	Administrative update to clarify that anyone appointed or elected to fill a vacancy must meet district requirements.
Section 605. Presiding Officer. Mayor.	Revision to remove provisions re 2-year selection of mayor by Council peers.	Administrative update reflecting prior Council direction re at-large elected mayor. Mayor's duties remain the same. See Section 602 regarding the term in office for the Mayor.
N/A	NEW CHARTER SECTION- Redistricting	Direction needed and options: 1. Council completes redistricting process by ordinance 2. Independent Redistricting Commission: Makes final decisions on district maps 3. Modified Independent Commission: Commissions adopt with input from council. 4. Advisory Commission: Recommendations to CC on district maps; CC makes final decision 5. Modified Advisory Commission: Commission narrows to two maps, then provided for council to choose If commission, language mirroring Charter section 604(e)- "Council shall adopt an ordinance establishing a public process for appointment."

Sample Charter Amendment Language Redline
(For discussion purposes only; subject to change/refinement)

Note: Charter sections highlighted in yellow (601(b), 604, 608) are sections requiring further Council direction.

Section 600. Elective Officers of the City. [administrative update]

The elective officers of the City shall consist of a City Council ~~composed of~~ seven members, consisting of six Council members and a Mayor. The term "City Council," "legislative body," or other similar terms as used in this Charter or any other provision of law shall be deemed to refer to the collective body composed of the Mayor and six City Council members unless another provision of this charter or other law expressly provides to the contrary, or unless such interpretation would be clearly contrary to the intent and context of such other provision.

Section 601. Term and Election. [administrative update, except Council direction needed re section (b) re Mayor term]

(a) Commencing with the general municipal election of November 2020, the City Council members shall be residents of their respective Districts, as established pursuant to Section 602, and nominated and elected only by the voters of their respective Districts. The Mayor shall be elected from the City at large. The elective officers shall be elected at the times and in the manner provided in this Charter.

(b) [The Mayor and] eEach member of the City Council shall be elected ~~from the City at large at the General Municipal Election for a term of four years.~~ The term shall commence at the first regular meeting in January, at which the City Council shall certify the election results, and shall continue until a successor is elected and qualified.

~~(a)~~(c) The office of each member of the Council is a separate elective office to be separately filled at any election. The person receiving the highest number of all the votes cast for a particular elective office at any election shall be deemed and declared elected to that office.

~~— Each Council seat shall be designated by a number from 1 through 7 and shall be known as "Councilmember Seat Number ____." The designation given to each elective office shall be used in all elections, nomination papers, certificates of election, and all other papers pertaining to such office, and to designate the incumbent of such office.~~

~~— Seats numbered 1, 2, and 3 shall be filled at the General Municipal Election held in 1977 and every fourth year thereafter. Seats numbered 4, 5, 6, and 7 shall be filled at the General Municipal Election held in 1979 and every fourth year thereafter.~~

~~— Commencing in 2016, Seats numbered 4, 5, 6, and 7 shall be filled at the General Municipal Election held in 2016, and every fourth year thereafter, and Seats numbered 1, 2, and 3 shall be filled at the General Municipal Election held in 2018, and every fourth year thereafter.~~

Sample Charter Amendment Language Redline
(For discussion purposes only; subject to change/refinement)

~~—Notwithstanding the four year City Councilmember term limit set forth above, City Councilmembers in Seats 4, 5, 6 and 7, whose term of office would have expired in January 2016 when their successors were elected and qualified, shall continue in their offices an additional year until their successors are elected and qualified at the first regular meeting in January 2017.~~

~~—Notwithstanding the four year City Councilmember term limit set forth above, City Councilmembers in Seats 1, 2, and 3, whose term of office would have expired in January 2018, when their successors were elected and qualified, shall continue in their offices an additional year until their successors are elected and qualified at the first regular meeting in January 2019.~~

Section 602. City Council Districts. [administrative update]

District elections enacted in accordance with this section shall commence in the November 2020 general election. To elect the members of the City Council commencing with the November 2020 general municipal election, the City shall be divided into single-member districts equal in number to the number of City Council members, exclusive of the Mayor (each such district a “District” and, collectively, “Districts”). The City Council shall, by ordinance or resolution, establish the names and respective boundaries of the Districts that shall be used for the election of the Council members, and the transition plan from at-large elections to District elections. The Districts shall comply with applicable laws and such other permissible criteria as the City Council may determine.

Section ~~602~~603. Qualifications. [administrative update]

(a) No person shall be eligible to hold office as the Mayor or a member of the City Council unless he/she shall be a registered voter of the City at the time of his/her nomination or appointment, and, with respect to members of the City Council elected by District, of the District of which he or she seeks office at the time of filing of his or her nominating papers or such other equivalent declaration of candidacy as may be required or authorized by law, or at the time of, and for the thirty-day period immediately preceding, his or her appointment to such office. Every member of the City Council or candidate for City Council elected by district shall be and remain a qualified voter in the District from which he or she seeks office from the time of filing nomination papers or such other equivalent declaration of candidacy as may be required or authorized by law, throughout the full term of his or her office, if elected or appointed in lieu of election.

(b) No person shall be a candidate for more than one elective office.

~~No incumbent member of the Council shall be a candidate for a Council seat other than the one which that person then holds.~~

Sample Charter Amendment Language Redline
(For discussion purposes only; subject to change/refinement)

Section 604. Term limits. *[Council direction needed. Sample options follow, existing Charter language redlined where possible.]*

Option A- Maintain current limit of 8 years for all members/mayor.

No person shall be eligible to serve as a member of the Council or Mayor for more than two successive four-year elective terms. Any person who has served two successive four-year elective terms shall not serve again until at least four years have passed since that person last held office. Any person who fills an unexpired term of not more than two years in length shall, however, be eligible to serve two successive four-year terms after the expiration of the unexpired term which he/she filled. Any person who serves a four-year elective term and is either not re-elected or does not run for re-election for a second successive term is eligible to serve after two years have passed since that person last held office as Mayor or Councilmember but is not eligible to run for a second successive term. Any person may serve as a Mayor or Councilmember for eight years in any twelve-year period, unless appointed to serve an unexpired term of less than two years in length as provided in this section.

Option B-New limit greater than current 8-year standard.

No person shall be eligible to serve as a member of the Council or Mayor for more than ~~two~~ three successive four-year elective terms. Any person who has served ~~two~~ three successive four-year elective terms shall not serve again until at least four years have passed since that person last held office. Any person who fills an unexpired term of not more than two years in length shall, however, be eligible to serve ~~two~~ three successive four-year terms after the expiration of the unexpired term which he/she filled. Any person who serves a four-year elective term and is either not re-elected or does not run for re-election for a second or third successive term is eligible to serve after two years have passed since that person last held office as Mayor or Councilmember but is not eligible to run for a second successive term. Any person may serve as Mayor or Councilmember for ~~eight~~ twelve years in any ~~twelve~~ sixteen-year period, unless appointed to serve an unexpired term of less than two years in length as provided in this section.

Option C- Separate term limits for Council Member and Mayor not to exceed a total.

No person shall be eligible to serve as a member of the Council for more than two successive four year elective terms. No person shall be eligible to serve as Mayor for more than two (2) successive four (4) year terms. No person shall be eligible to serve consecutively as a City Council member and Mayor, or as a Mayor and as a City Council member, for more than a total four consecutive four (4) year terms, with no more than two (2) consecutive terms in either office. Any term of elected or appointed service of two (2) years or more shall constitute a four (4) year term for the purposes of this section.

Sample Charter Amendment Language Redline
(For discussion purposes only; subject to change/refinement)

Section 60~~43~~. Compensation.

[Renumbered; text unchanged].

Section 60~~54~~. Vacancies. *[administrative update]*

(a) In addition to any other cause from which vacancies in the City Council may occur, the office of the Mayor or a member of the Council shall become vacant when ~~a member~~that official:

- (1) Resigns or dies;
- (2) Is absent from all regular meetings of the Council for a period of sixty days consecutively from and after the last regular Council meeting attended by such member, unless by permission of the Council expressed in its official minutes;
- (3) Is convicted of a crime involving moral turpitude;
- (4) Ceases to be an elector of the City of Sunnyvale;
- (5) Ceases to maintain his/her principal place of residence within the City limits, and/or within the applicable District boundary for a member elected by District, during such ~~member's official's~~ term of office; or
- (6) Is involuntarily removed pursuant to Article II of the Constitution of the State of California, as may be amended from time to time.

(b) In the event of a vacancy on the City Council, the Council shall officially declare the seat vacant within thirty days of the commencement of any vacancy.

(c) Within sixty days of the date the seat is officially declared vacant, the City Council shall, by affirmative vote of at least four of the remaining Councilmembers, elect to fill the vacancy by appointment or by calling an election.

(d) If the vacancy is filled by appointment, the appointee shall hold office until the next General Municipal Election or Special Municipal Election consolidated with the next statewide election, whichever occurs sooner, and a successor is elected and qualified. The Councilmember then elected shall serve for the remainder of any unexpired term, and until a successor is elected and qualified.

(e) The City Council shall adopt an ordinance establishing a public process for appointment.

(f) If the City Council elects to fill the vacancy by election or fails to fill the vacancy by appointment, it shall call an election to be held within two hundred and forty days of the date the vacancy is declared.

(g) Notwithstanding any other provision of this section, the City Council shall not make an appointment to fill a vacancy if the appointment would result in more than two of the members currently serving on the Council as appointees, and shall call a Special Municipal Election to be held within one hundred and eighty days from the date the Council declares the vacancy.

Sample Charter Amendment Language Redline
(For discussion purposes only; subject to change/refinement)

Section 6065. Presiding Officer. Mayor. *[administrative update]*

~~At the first regular meeting in January, at which the City Council shall certify the election results, following each General Municipal Election, and at the first regular meeting in January every two years thereafter, the City Council shall select one of its members as its presiding officer, who shall have the title of Mayor. Such selection shall be by motion of the City Council. The Mayor shall have a voice and vote in all its proceedings. He/she shall be the official head of the City for all ceremonial purposes. He/she shall perform such other duties as may be prescribed by this Charter or as may be imposed by the City Council consistent with his/her office. The Mayor shall serve in such capacity for a term of two years from and after which the appointment is made, and until a successor is selected; provided, that a person can continue to serve in the capacity of Mayor only while that person remains as a member of the City Council. In the event of a vacancy in the office of Mayor, the City Council shall select one of its members to serve as Mayor for the remainder of the unexpired term.~~

~~Notwithstanding the two year term set forth above, in order to facilitate the transition to even year elections, the Councilmember selected to serve as Mayor at the first regular meeting in January 2016 shall serve a one year term rather than a two year term. Commencing with the January 2017 selection, the two year mayoral term will resume in accordance with the paragraph above.~~

~~The Mayor may be removed from such office prior to expiration of his/her term by a motion of the City Council adopted by the affirmative votes of at least five members of the City Council.~~

Section 6076. Vice Mayor.

[Renumbered; text unchanged].

Section 608. Redistricting. *[New. Council direction needed re options for redistricting structure.]*

(a) The City Council shall adjust the boundaries of any or all of the districts following each decennial federal census to ensure that the districts are in compliance with all applicable provisions of law. No ordinance or resolution authorized by this section that would change District boundaries created by a prior ordinance or resolution may be adopted within 180 days prior to any general municipal election.

(b) The purposes of this Section are to establish a redistricting process that is open and transparent and allows public comment on the drawing of district boundaries, and ensure that City Council district boundaries are drawn according to the redistricting criteria set forth in this Charter and applicable State and Federal laws.

Sample Charter Amendment Language Redline
(For discussion purposes only; subject to change/refinement)

Option A- Independent Redistricting Commission

A Citizens Redistricting Commission composed of XX members is hereby created that shall be solely responsible for drawing City Council district boundaries in accordance with state and federal law and this Charter, and making adjustments as appropriate, taking into consideration public comment at public meetings and public hearings. The City Council shall have no role in developing or adopting a redistricting plan, and its sole responsibilities in redistricting shall be to adopt an ordinance establishing procedures to implement this Section; and adopting the redistricting plans determined by the Citizens Redistricting Commission.

Option B- Modified Independent Redistricting Commission

A Redistricting Commission composed of XX members is hereby created that shall be responsible for developing recommendations to the City Council as to the boundaries of Council districts according to the following procedures:

(1) The Commission shall approve a Draft Districting Plan based on application of the districting criteria specified in this Charter and applicable law and consideration of all public comments submitted to it. Approval of a Draft Districting Plan shall require the affirmative vote of at least two thirds of the Commission members. The Commission shall hold at least two (2) public meetings prior to approving a Draft Districting Plan.

(2) A Draft Districting Plan approved by the Commission shall be made publicly available for at least thirty (30) days before the Commission may take any action to approve a Recommended Districting Plan. The Commission shall hold at least two (2) public meetings between the release of a Draft Districting Plan and approval of a Recommended Districting Plan; provided, however, that the first such public meeting shall not be held sooner than seven (7) days following the release of a Draft Districting Plan.

(3) The Commission shall thereafter approve a Recommended Districting Plan for consideration by the City Council. Approval of a Recommended Districting Plan shall require the affirmative vote of at least two thirds of the Commission Members.

(4) For each Recommended Districting Plan prepared by the Commission and submitted to the City Council, the Commission shall prepare a report that describes the process, criteria, and evidence used by the Commission to prepare the Recommended Districting Plan. Such a report shall accompany any Recommended Districting Plan submitted by the Commission to the City Council.

(5) The Recommended Districting Plan and Report shall be submitted to the City Council, which shall hold at least one (1) public hearing on the Recommended Districting Plan of the Commission before the City Council takes any action to approve or disapprove the Recommended Districting Plan.

Sample Charter Amendment Language Redline
(For discussion purposes only; subject to change/refinement)

(2) The Recommended Districting Plan shall be made publicly available for at least fourteen (14) days before any vote by the City Council to approve or disapprove a Recommended Districting Plan.

(3) The City Council shall not alter the Recommended Districting Plan. Rather, the City Council shall approve or disapprove the Recommended Districting Plan in its entirety.

(4) If the City Council approves a Recommended Districting Plan it shall immediately become the Final Districting Plan which shall be implemented by the City.

(5) If the City Council disapproves a Recommended Districting Plan, the City Council shall immediately state in writing to the Commission the reasons for such disapproval, including any deviations by the Commission from the districting criteria specified in Subdivision F of this Section. Thereafter, the Commission shall consider the City Council's stated reasons for disapproval and may consider and approve alterations to the Recommended Districting Plan in response to those reasons. After such consideration, the Commission shall submit its Final Districting Plan to the City Council for immediate implementation by the City. Approval of such Final Districting Plan shall require the affirmative vote of two thirds of the Commission Members.

Option C- Advisory Redistricting Commission

An Advisory Redistricting Commission composed of XX members is hereby created that shall be responsible for developing recommendations to the City Council as to the boundaries of Council districts. The Commission shall conduct public outreach and hearings throughout the City prior to making its recommendations. The Commission's recommendations to the Council shall be based on the redistricting criteria set forth in this Charter and applicable state and federal law.

Option D- Modified Advisory Redistricting Commission

An Advisory Redistricting Commission composed of XX members is hereby created that shall be responsible for developing two recommendations to the City Council as to the boundaries of Council districts (the "Recommended Districting Plans"). The Commission shall conduct public outreach and hearings throughout the City prior to choosing its Recommended Districting Plans. The Commission's recommendations to the Council shall be based on the redistricting criteria set forth in this Charter and applicable state and federal law. The City Council shall not alter the Recommended Districting plans and shall adopt one of the two plans recommended by the Commission.

Other Provisions

Commission Appointment and Process, Resources

(a) To ensure timely selection of Commission members and full implementation of the Commission's powers and duties under this Section, the City Council shall adopt an ordinance establishing a public process for the appointment and operation of the Redistricting

Sample Charter Amendment Language Redline
(For discussion purposes only; subject to change/refinement)

Commission, and addressing such other matters as are necessary to provide for and support the Commission.

(b) The City Council shall ensure, through the budget process, the appropriation of funds sufficient to allow the Commission to carry out its powers and duties under this Section.

Outreach

The Commission and City should actively encourage City residents to participate in the districting process. Such efforts should include, but not be limited to, encouraging City residents to attend Commission meetings, provide public comments to the Commission, and facilitating the submission of districting plans for consideration by the Commission. To the extent practicable, Commission meetings should be held in different geographic areas of the City to facilitate participation by persons residing in different areas of the City.

Criteria for redistricting.

The Commission and City Council shall adhere to the following criteria in considering and approving or disapproving any Districting Plan:

(1) Districts shall have reasonably equal populations as required by the Federal and State constitutions.

(2) District boundaries shall be geographically compact and contiguous.

(3) District boundaries shall follow visible natural and man-made features, street lines and/or City boundary lines whenever possible.

(4) District boundaries shall respect communities of interest to the extent practicable. A community of interest is defined as a geographic area comprised of residents who share similar interests including, but not limited to, social, cultural, ethnic, geographic or economic interests, or formal government or quasi-governmental relationships, but not including relationships with political parties, incumbents, or candidates.

(5) District boundaries shall be drawn without regard for advantage or disadvantage to incumbents or challengers.

(6) District boundaries shall be drawn without regard for advantage or disadvantage to any incumbent, political candidate, or political party.

(2) In establishing and modifying district boundaries, the Citizens Redistricting Commission shall take into consideration topography, geography, cohesiveness, contiguity, integrity and compactness of territory of the districts, as well as existing communities of interest as defined below, and shall utilize easily understood district boundaries such as major traffic arteries and geographic boundaries to the extent they are consistent with communities of interest. The geographic integrity of a neighborhood or community of interest shall be respected to the

Sample Charter Amendment Language Redline
(For discussion purposes only; subject to change/refinement)

extent possible without violating State or Federal law or the requirements of this Section. For purposes of this subsection "communities of interest" shall mean the following: A community of interest is a contiguous population which shares common social and economic interests that should be included within a single district for purposes of its effective and fair representation. Such shared interests include but are not limited to those common to areas in which the people share similar living standards, use the same transportation facilities, have similar work opportunities, or have access to the same media of communication relevant to the election process, as well as neighborhoods, students, organized student housing, shared age, and racial demographics. Communities of interest shall not include relationships with political parties, incumbents, or political candidates.

(4) The Citizens Redistricting Commission may consider existing district boundaries as a basis for developing new district boundaries. Should the Commission deviate substantially in its redistricting plan from the previous district boundaries in order to reflect population growth, protect communities of interest or better comply with the redistricting criteria in the Charter, it shall issue a report explaining its reasons for doing so.

(5) The Citizens Redistricting Commission shall not consider the residence of sitting Councilmembers.

(6) If the Citizens Redistricting Commission adopts a redistricting plan that removes the residence of a sitting Councilmember from his or her then-current district, that Councilmember shall continue to serve on the City Council until the expiration of his or her term.

Annexation

Notwithstanding any other provision of this Charter, any territory annexed to or consolidated with the City shall, prior to or concurrently with completion of the proceedings therefor, be added to an adjacent District or Districts by the City Council by ordinance, which addition shall be effective upon completion of the annexation or consolidation proceedings notwithstanding any other provision of the Charter to the contrary.

**CHARTER CITIES WITH
DIRECTLY ELECTED MAYORS**

Charter City	County	Population 2018	Directly Elected Mayor	Mayor Term	Council Size	Term Limits	Total Budget*	General Fund*
Population 50,000-100,000								
San Rafael	Marin	58,704	YES	4	Mayor + 4	No term limits	This group of cities is significantly smaller than Sunnyvale's population so it was decided not to gather budget and general fund information for these cities.	
Gilroy	Santa Clara	58,756	YES	4	Mayor + 6	No term limits		
Petaluma	Sonoma	61,917	YES	4	Mayor + 6	No term limits		
San Ramon	Contra Costa	75,839	YES	2	Mayor + 4	No term limits		
Alameda	Alameda	78,338	YES	4	Mayor + 4	2 consecutive 4 year terms		
Napa	Napa	79,263	YES	4	Mayor + 4	No term limits		
San Leandro	Alameda	89,703	YES	4	Mayor + 6	2 complete 4 year terms		
Population >100,000								
Richmond	Contra Costa	110,146	YES	4	Mayor + 6	No term limits	\$333.6 M	\$163.2 M
Berkeley	Alameda	121,643	YES	4	Mayor + 8	No term limits	\$388.3 M	\$175.3 M
Vallejo	Solano	121,913	YES	4	Mayor + 6	2 consecutive 4 year terms as either councilmember or mayor. 3 consecutive 4 year terms for both. 2 year break after max.	\$213.8 M	\$101.1 M
Santa Clara	Santa Clara	129,488	YES	4	Mayor + 6	2 consecutive 4 year terms	\$1,184 M	\$262.9 M
Sunnyvale	Santa Clara	153,185	NO	2	7	N/A	\$494.0 M	\$189.6 M
Hayward	Alameda	159,620	YES	4	Mayor + 6	No term limits	\$315.3 M	\$162.8 M
San Jose	Santa Clara	1,030,119	YES	4	Mayor + 10	2 successive 4 year terms	\$4,554 M	\$1,374 M
Strong Mayor Cities								
Oakland	Alameda	429,082	YES	4	8	2 consecutive 4 year terms	Did not gather budget and general fund information for strong mayor cities. (In Oakland the mayor is not a member of the council and votes only to break a ties and in San Francisco the mayor does not vote).	
San Francisco	San Francisco	883,305	YES	4	11	2 consecutive 4 year terms		
* Information retrieved from web. With the exception of Vallejo and San Jose is for FY 19/20								

Assembly Bill No. 849

Passed the Assembly September 10, 2019

Chief Clerk of the Assembly

Passed the Senate September 9, 2019

Secretary of the Senate

This bill was received by the Governor this _____ day
of _____, 2019, at _____ o'clock ____M.

Private Secretary of the Governor

CHAPTER _____

An act to amend Sections 21500, 21501, 21506, 21507, 21600, 21601, 21606, and 21607 of, to add Sections 21500.1, 21507.1, 21508, 21509, 21605, 21607.1, 21608, 21609, 21622, 21623, 21625, 21626, 21627, 21627.1, 21628, and 21629 to, to repeal Sections 21502, 21504, and 21604 of, and to repeal and add Sections 21503, 21602, 21603, 21620, and 21621 of, the Elections Code, and to amend Sections 34874, 34877.5, 34884, and 34886 of the Government Code, relating to elections.

LEGISLATIVE COUNSEL'S DIGEST

AB 849, Bonta. Elections: city and county redistricting.

Existing law establishes criteria and procedures pursuant to which cities and counties adjust or adopt council and supervisorial district area boundaries, as applicable, for the purpose of electing members of the governing body of each of those local jurisdictions.

This bill would revise and recast these provisions. The bill would require the governing body of each local jurisdiction described above to adopt new district boundaries after each federal decennial census, except as specified. The bill would specify redistricting criteria and deadlines for the adoption of new boundaries by the governing body. The bill would specify hearing procedures that would allow the public to provide input on the placement of boundaries and on proposed boundary maps. The bill would require the governing body to take specified steps to encourage the residents of the local jurisdiction to participate in the redistricting process. By increasing the duties of these local jurisdictions, the bill would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

21620. (a) This article applies to charter cities that elect members of the charter city's legislative body by districts or from districts, as defined in Section 34871 of the Government Code.

(b) This article shall not be interpreted to limit the discretionary remedial authority of any federal or state court.

SEC. 29. Section 21621 of the Elections Code is repealed.

SEC. 30. Section 21621 is added to the Elections Code, to read:

21621. (a) Following each federal decennial census, and using that census as a basis, the council shall, by ordinance or resolution, adopt boundaries for all of the council districts of the city so that the council districts shall be substantially equal in population as required by the United States Constitution.

(1) Population equality shall be based on the total population of residents of the city as determined by the census.

(2) Notwithstanding paragraph (1), an incarcerated person, as that term is used in Section 21003, shall not be counted towards a city's population, except for an incarcerated person whose last known place of residence may be assigned to a census block in the city, if information about the last known place of residence for incarcerated persons is included in the computerized database for redistricting that is developed in accordance with subdivision (b) of Section 8253 of the Government Code, and that database is made publicly available.

(b) The council shall adopt council district boundaries that comply with the United States Constitution, the California Constitution, and the federal Voting Rights Act of 1965 (52 U.S.C. Sec. 10301 et seq.).

(c) The council shall adopt district boundaries using the following criteria as set forth in the following order of priority:

(1) To the extent practicable, council districts shall be geographically contiguous. Areas that meet only at the points of adjoining corners are not contiguous. Areas that are separated by water and not connected by a bridge, tunnel, or regular ferry service are not contiguous.

(2) To the extent practicable, the geographic integrity of any local neighborhood or local community of interest shall be respected in a manner that minimizes its division. A "community of interest" is a population that shares common social or economic interests that should be included within a single district for purposes of its effective and fair representation. Communities of interest do

not include relationships with political parties, incumbents, or political candidates.

(3) Council district boundaries should be easily identifiable and understandable by residents. To the extent practicable, council districts shall be bounded by natural and artificial barriers, by streets, or by the boundaries of the city.

(4) To the extent practicable, and where it does not conflict with the preceding criteria in this subdivision, council districts shall be drawn to encourage geographical compactness in a manner that nearby areas of population are not bypassed in favor of more distant populations.

(d) The council shall not adopt council district boundaries for the purpose of favoring or discriminating against a political party.

SEC. 31. Section 21622 is added to the Elections Code, to read:

21622. (a) The boundaries of the council districts shall be adopted by the council no earlier than August 1, 2021, and August 1 in each year ending in the number one thereafter, but no later than 151 days before the city's next regular election occurring after March 1, 2022, and after March 1 in each year ending in the number two thereafter. However, this subdivision does not prohibit the council from holding public hearings or workshops on the placement of council district boundaries before August 1.

(b) This section does not apply to a charter city that has adopted a different redistricting deadline by ordinance or in its city charter before October 1, 2021, and October 1 of each year ending in the number one thereafter.

SEC. 32. Section 21623 is added to the Elections Code, to read:

21623. (a) If the boundaries of a city expand by the addition of new territory, including through annexation of unincorporated territory or consolidation with another city, the council shall add that new territory to the nearest existing council district without changing the boundaries of other council district boundaries.

(b) Notwithstanding subdivision (a), the council may adopt new boundaries for each council district if both of the following conditions are met:

(1) There are more than four years until the council is next required to redistrict pursuant to Section 21621.

(2) The population of the new territory being annexed or consolidated is greater than 25 percent of the city's population as determined by the most recent federal decennial census.

(c) This section does not apply to a charter city that has adopted, by ordinance or in its city charter, a different standard for adding new territory to existing council districts.

SEC. 33. Section 21625 is added to the Elections Code, to read:

21625. (a) After redistricting or districting pursuant to Section 21621 or 21623, a council shall not adopt new council district boundaries until after the next federal decennial census, except under the following circumstances:

(1) A court orders the council to redistrict.

(2) The council is settling a legal claim that its council district boundaries violate the United States Constitution, the federal Voting Rights Act of 1965 (52 U.S.C. Sec. 10301 et seq.), or this article.

(3) The boundaries of the city expand by the addition of new territory pursuant to Section 21623.

(b) This section does not prohibit a council from adopting council districts between federal decennial censuses if the council is adopting council districts for the first time, including when a city adopts council districts for the purpose of transitioning from electing its council members in at-large elections to elections by districts or from districts.

(c) This section does not apply to a charter city that has adopted different rules for mid-cycle redistricting in its city charter.

SEC. 34. Section 21626 is added to the Elections Code, to read:

21626. (a) The term of office of any council member who has been elected and whose term of office has not expired shall not be affected by any change in the boundaries of the district from which the council member was elected.

(b) At the first election for council members in each city following adoption of the boundaries of council districts, a council member shall be elected for each district under the new district plan that has the same district number as a district whose incumbent's term is due to expire.

(c) The successor to the office in a council district for which the boundaries have changed shall be a resident and voter of that council district.

SEC. 35. Section 21627 is added to the Elections Code, to read:

21627. Before adopting the boundaries of a council district pursuant to Section 21621, 21623, or 21624, or for any other reason, the council shall hold public hearings on the proposal, in

accordance with Section 21627.1. This section does not apply when a city transitions from at-large to district-based elections.

SEC. 36. Section 21627.1 is added to the Elections Code, to read:

21627.1. (a) Before adopting a final map, the council shall hold at least four public hearings at which the public is invited to provide input regarding the composition of one or more council districts.

(1) At least one public hearing shall be held before the council draws a draft map or maps of the proposed council boundaries.

(2) At least two public hearings shall be held after the council has drawn a draft map or maps of the proposed council boundaries.

(b) At least one public hearing or public workshop shall be held on a Saturday, on a Sunday, or after 6 p.m. on a weekday Monday through Friday.

(c) Public hearing buildings shall be accessible to persons with disabilities.

(d) If a public hearing is consolidated with a regular or special meeting of the council that includes other substantive agenda items, the public hearing shall begin at a fixed time regardless of its order on the agenda, except that the council may first conclude any item being discussed or acted upon, including any associated public comment, when that time occurs. The time of the public hearing shall be noticed to the public.

(e) The council may have city staff or a consultant conduct one or more public workshops in lieu of holding one of the public hearings required by paragraph (1) of subdivision (a).

(f) The council may establish an advisory redistricting commission pursuant to Section 23002 to hold the public hearings required by paragraph (1) of subdivision (a).

SEC. 37. Section 21628 is added to the Elections Code, to read:

21628. (a) The council shall take steps to encourage residents, including those in underrepresented communities and non-English speaking communities, to participate in the redistricting public review process. These steps shall include a good faith effort to do all of the following:

(1) Providing information to media organizations that provide city news coverage, including media organizations that serve language minority communities.

(2) Providing information through good government, civil rights, civic engagement, or community groups or organizations that are active in the city, including those active in language minority communities, or that have requested to be notified concerning city redistricting.

(b) The council shall arrange for the live translation of a public hearing or workshop held pursuant to this article in an applicable language if a request for translation is made at least 72 hours before the hearing or workshop, unless less than five days' notice are provided for the hearing or workshop, in which case the request shall be made at least 48 hours before the hearing or workshop.

(c) Notwithstanding Section 54954.2 of the Government Code, the council shall publish the date, time, and location for any public hearing or workshop on the internet at least five days before the hearing or workshop. However, if there are fewer than 179 days until the city's next regular election, the council may publish the agenda on the internet for at least three days before the hearing or workshop.

(d) (1) A draft map shall be published on the internet for at least seven days before being adopted as a final map by the council provided that, if there are fewer than 179 days until the city's next regular election, the draft map may instead be published on the internet for at least three days.

(2) Each draft map prepared by a member of the council or by employees of the city shall be accompanied with information on the total population, citizen voting age population, and racial and ethnic characteristics of the citizen voting age population of each proposed council district, to the extent the city has that data.

(e) The council shall allow the public to submit testimony or draft maps in writing and electronically.

(f) The city shall either record or prepare a written summary of each public comment and council deliberation made at every public hearing or workshop held pursuant to this article. The city shall make the recording or written summary available to the public within two weeks after the public hearing or workshop.

(g) The council shall establish, and maintain for at least 10 years after the adoption of new council district boundaries, an internet web page dedicated to redistricting. The web page may be hosted on the city's existing internet website or another internet website

maintained by the city. The web page shall include, or link to, all of the following information:

(1) A general explanation of the redistricting process for the city in English and any applicable language.

(2) The procedures for a member of the public to testify during a public hearing or to submit written testimony directly to the council in English and any applicable language.

(3) A calendar of all public hearing and workshop dates. A calendar listing that includes the time and location of the public hearing or workshop satisfies the notice required by subdivision (c).

(4) The notice and agenda for each public hearing and workshop.

(5) The recording or written summary of each public hearing and workshop.

(6) Each draft map considered by the council at a public hearing.

(7) The adopted final map of council district boundaries.

(h) For purposes of this section, “applicable language” means any language that is spoken by a group of city residents with limited English proficiency who constitute 3 percent or more of the city’s total population over four years of age for whom language can be determined. Before January 1, 2021, and before January 1 in every year ending in the number one thereafter, the Secretary of State shall post the applicable languages for each city in a conspicuous location on the Secretary of State’s internet website. To determine the applicable languages for each city, in 2020 and in each year ending in the number zero thereafter, the Secretary of State, in consultation with the Statewide Database, shall request a special tabulation from the United States Bureau of the Census of the most recent data on limited English proficiency from the bureau’s American Community Survey that satisfies this subdivision. If the bureau is unable to produce that data, the Secretary of State shall base the Secretary of State’s determination on the table from the American Community Survey enumerating the number of residents with limited English proficiency that has the largest number of languages included, that is publicly available, and that was produced within the previous ten years.

(i) This section does not apply when a city transitions from at-large to district-based elections.

(j) Before January 1, 2021, and before January in each year ending in the number one thereafter, the Secretary of State shall

publish on the internet a template explaining the city redistricting process that meets the requirements of paragraphs (1) and (2), inclusive, of subdivision (g). The Secretary of State shall publish the template in all of the languages into which ballots are required to be translated in the state pursuant to subdivision (h). The template shall be published in the same conspicuous location on the Secretary of State's internet website that is described in subdivision (h).

SEC. 38. Section 21629 is added to the Elections Code, to read:

21629. (a) If the council does not adopt council district boundaries by the deadlines set forth in Section 21622 or subdivision (a) or (b) of Section 21624, the council shall immediately petition the superior court in the county in which the city is located for an order adopting council district boundaries. If the council does not petition the superior court within five days after the deadline, any resident of the city may file that petition and shall be entitled to recover the resident's reasonable attorney's fees and costs from the city for doing so.

(b) (1) Upon finding that a petition filed pursuant to this subdivision is valid, the superior court shall adopt council district boundaries in accordance with the criteria set forth in Section 21621, which shall be used in the city's next regular election. The superior court may also order the adjustment of electoral deadlines as necessary to implement the new council district boundaries in the next regular election.

(2) The superior court may appoint a special master to assist the court with adopting the council district boundaries. The city shall pay the cost for the special master and associated costs.

(3) The superior court or the special master shall hold one or more public hearings before the superior court adopts the council district boundaries.

(4) Subject to the approval of the superior court, the special master may employ redistricting experts or other consultants or counsel, independent experts in the field of redistricting and computer technology, and other necessary personnel to assist them in their work. In addition, the special master may seek the full cooperation of the city in producing and using whatever data, computer models and programs, and technical assistance that was made available to the council and city personnel who are knowledgeable in the mechanics of drafting redistricting legislation.

The superior court may assist the special master in securing the necessary personnel and the physical facilities required for their work, and to prepare for the prompt submission to the city of a request for city funding for the necessary expenses of the special master and the special master's staff.

(5) The council district boundaries adopted by the superior court shall be immediately effective in the same manner as if the court's order were an enacted resolution or ordinance of the city council.

(c) This section does not apply to a charter city that has adopted in its city charter a different method for adopting city council district boundaries when a redistricting deadline is missed.

SEC. 39. Section 34874 of the Government Code is amended to read:

34874. (a) An amendatory ordinance altering the boundaries of the legislative districts established pursuant to this article shall not be submitted to the registered voters until the ordinance has been submitted to the planning commission of the city or, in absence of a planning commission, to the legislative body of said city for an examination as to the definiteness and certainty of the boundaries of the legislative districts proposed.

(b) An amendatory ordinance altering the boundaries of legislative districts shall comply with the requirements and criteria of Section 21601 or 21621 of the Elections Code, as applicable.

SEC. 40. Section 34877.5 of the Government Code is amended to read:

34877.5. (a) After an ordinance is passed by the voters pursuant to Section 34876.5, or after an ordinance is enacted by the legislative body pursuant to Section 34886, the legislative body shall prepare a proposed map that describes the boundaries and numbers of the districts for the legislative body. In preparing the proposed map, the legislative body shall comply with the requirements and criteria of Section 21601 or 21621 of the Elections Code, as applicable, and shall seek public input, including accepting proposed maps submitted by the public.

(b) If the legislative body is changing from an at-large method of election to a district-based election, as those terms are defined in Section 14026 of the Elections Code, the legislative body shall hold public hearings pursuant to Section 10010 of the Elections Code. If the legislative body is otherwise adjusting the district boundaries, the legislative body shall hold public hearings on the

proposed district boundaries pursuant to Section 21607 or 21627 of the Elections Code, as applicable.

SEC. 41. Section 34884 of the Government Code is amended to read:

34884. (a) If, at the time a vote is held on the subject of incorporation of a new city, a majority of the votes cast is for incorporation and, if, in accordance with Section 57116, a majority of the votes cast on the question of whether members of the city council in future elections are to be elected by district or at large is in favor of election by district, all of the following procedures apply:

(1) Before the first day on which voters may nominate candidates for election at the next regular municipal election, the legislative body shall, by ordinance or resolution, establish the boundaries of the districts of the legislative body. The districts shall be substantially equal in population as required by the United States Constitution. The districts shall comply with the requirements and criteria of Section 21601 or 21621 of the Elections Code, as applicable.

(2) The terms of office of the two members elected with the lowest vote shall expire on the Tuesday succeeding the next regular municipal election. At that election, members shall be elected by district in the even-numbered districts and shall hold office for four years.

(3) The terms of office of the three members elected with the highest vote shall expire on the Tuesday succeeding the second regular municipal election following the incorporation. At that election, members shall be elected by district in the odd-numbered districts and shall hold office for four years.

(b) The result of the vote cast on the question of whether members of the city council in future elections are to be elected by district or at large shall not preclude the submission to the voters at any future election of a measure in accordance with Section 34871.

SEC. 42. Section 34886 of the Government Code is amended to read:

34886. Notwithstanding Section 34871 or any other law, the legislative body of a city may adopt an ordinance that requires the members of the legislative body to be elected by district or by district with an elective mayor, as described in subdivisions (a)

and (c) of Section 34871, without being required to submit the ordinance to the voters for approval. An ordinance adopted pursuant to this section shall comply with the requirements and criteria of Section 21601 or 21621 of the Elections Code, as applicable, and include a declaration that the change in the method of electing members of the legislative body is being made in furtherance of the purposes of the California Voting Rights Act of 2001 (Chapter 1.5 (commencing with Section 14025) of Division 14 of the Elections Code).

SEC. 43. The district boundary criteria specified in this act apply to supervisorial and council district boundaries that are adopted or readopted on or after January 1, 2020. Supervisorial and council district boundaries adopted before January 1, 2020, shall comply with the applicable district boundary criteria in effect at the time of their adoption.

SEC. 44. If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.



City of Sunnyvale

Agenda Item

19-1008

Agenda Date: 10/8/2019

REPORT TO COUNCIL

SUBJECT

Presentation and Discussion of Election Sequencing Principles for City Council By-District Elections

DISCUSSION

During the City Council's discussion of draft district maps on September 10, 2019, the Council requested further discussion regarding election sequencing (i.e., setting the election year for each new district in either the Presidential or the Gubernatorial election year) as part of the transition to district-based elections. Staff and outside counsel will make a presentation on election sequencing issues, including sample hypothetical transition scenarios to demonstrate how sequencing could work. This is an informational item only, to facilitate Council discussion and questions. As noted in other reports, the City Council will make a final determination on election sequencing and the transition to districts when it selects a districting map on December 3, 2019.

Elections Code section 10010(b) is the only provision in state law that addresses principles applicable to sequencing:

(b) In determining the final sequence of the district elections conducted in a political subdivision in which members of the governing body will be elected at different times to provide for staggered terms of office, the governing body shall give ***special consideration to the purposes of the California Voting Rights Act*** of 2001 (Chapter 1.5 (commencing with Section 14025) of Division 14 of this code), ***and it shall take into account the preferences expressed by members of the districts***. (Emphasis added.)

Other than section 10010(b), there is no generally applicable law specifying how a transition to district elections must occur, so long as the transition scheme complies with equal protection requirements. Pursuant to the requirement to "give special consideration to the purposes of the California Voting Rights Act", scheduling elections for a district intended to address CVRA concerns alleged by members of a protected class ("CVRA remedial district") in a presidential election year is one common approach because presidential elections generally have much higher turnout. However, sequencing CVRA remedial district elections outside of a presidential election year could also be appropriate where public comment indicates that members of a protected class may prefer to vote a new CVRA remedial district at the earliest possible time, or delay beyond a presidential election year in order to develop candidates, because such an approach would consider "the preferences expressed by members of the district."

Article XI, section 5(b), of the California Constitution gives a charter cities plenary authority over its electoral system and "the manner in which, the method by which, the ***times at which, and the terms for which the several municipal officers and employees whose compensation is paid by the city***

shall be elected or appointed, and for their removal, and for their compensation, and for the number of deputies, clerks and other employees that each shall have..." (Emphasis added). Cities changing to district-based elections prior to enactment of section 10010(b) have taken very different approaches to election sequencing, ranging from truncating the terms of all incumbents and having all districts up for election the first time the districts are used, to selection by lot, to complete silence on the issue, or deferring the question to be addressed later by ordinance.

Since the enactment of section 10010(b), in determining the election year for the districts, it appears most cities researched have considered to a greater or lesser extent: (1) expiration of the terms of office of incumbents and impacts of term limits (see, e.g. Campbell, Morgan Hill, Fremont, Menlo Park, Santa Rosa, San Rafael, and Novato, and the trial court decision in the CVRA case against the City of Santa Clara), and (2) setting the election year for CVRA remedial districts in the presidential election year (see, e.g. Santa Rosa, San Rafael, Novato, and the trial court decision in the CVRA case against the City of Santa Clara). Of course, the full array of considerations taken into account by each city would be unique to the circumstances of that city.

PUBLIC CONTACT

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

RECOMMENDATION

This presentation is for discussion only and no action is required or recommended. The Council is scheduled to consider and decide the sequencing of district elections at the time it selects the district maps.

Prepared by: Melissa C. Tronquet, Assistant City Attorney

Reviewed by: Teri Silva, Assistant City Manager

Reviewed by: Kent Steffens, City Manager

Reviewed and Approved by: John Nagel, City Attorney



City of Sunnyvale

Agenda Item

19-0840

Agenda Date: 10/8/2019

REPORT TO COUNCIL

SUBJECT

Authorize City Manager to Execute a Cooperative Agreement for Services with City of Santa Clara to Provide Golf Programs and Services

BACKGROUND

The City owns and operates two golf facilities, Sunnyvale Golf Course featuring an 18-hole course, pro-shop and full service food concession, and Sunken Gardens Golf Course that features a nine-hole executive course with an 18-stall driving range and full service food concession. The City of Santa Clara owns the Santa Clara Golf & Tennis Club (SCG&TC) which provides an 18-hole course and multiple tennis courts. Santa Clara will be closing SCG&TC in October 2019 to begin construction of a mixed-use development. A reduction in SCG&TC services to the public will begin on or about October 1, 2019, and golf and tennis operations cease on or about October 15, 2019.

Santa Clara is requesting an exclusive relationship with the City to provide golf services to Santa Clara residents at Sunnyvale resident rates at Sunnyvale Golf Course and Sunken Gardens Golf Course. Santa Clara golf patrons will benefit from Sunnyvale resident rates which offer savings over the non-residential rates. Patrons would include Santa Clara's residents and resident SCG&TC clubs (seniors, men's, women's, juniors), high school teams, annual tournaments, and instructional and junior players. Sunnyvale would receive SCG&TC databases for outreach to include opportunities for lessons revenue, inclusion in the City of Santa Clara activity guide, marketing and direct customer referrals.

EXISTING POLICY

General Plan, Chapter 4, Community Character - Recreation

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

ENVIRONMENTAL REVIEW

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

DISCUSSION

If approved, the City Manager or designee will be authorized to execute a Cooperative Agreement for Services (Attachment 1) exclusively with the City of Santa Clara consistent with the following terms and conditions:

Five (5) year term with mutual option for up to two one (1) year extensions.

City of Sunnyvale will provide the following services:

- Resident Fees. Discounted fee for Santa Clara residents who play golf at Sunnyvale Golf Course or Sunken Gardens Golf Course equivalent to the Sunnyvale resident rates (with valid documentation/identification).
- High School Teams. Discounted fee equivalent to the Sunnyvale High School per season rate for Wilcox/Santa Clara/Cupertino High Schools to play at Sunnyvale Golf. The rate includes (a) 16 play dates at Sunnyvale or Sunken Gardens; (b) a range card for balls at Sunken Gardens.
- Instructional Golf. Provide an instructional golf program (classes, clinics, camps, etc.) to Santa Clara residents with Activity Guide promotion and registration conducted through the Santa Clara Parks & Recreation Department. Fees will be equivalent to Sunnyvale residents' with Sunnyvale/Santa Clara conditions, registration fees will be paid to the City of Sunnyvale based on actual class registration and fees collected, and according to the Santa Clara class Cancellation Policy.
- Clubs. Provide SCG&TC clubs, groups, ambassadors and volunteers an opportunity to transition to Sunnyvale Golf, either as a separate club or opportunity to join Sunnyvale clubs.
- Tournaments. Active recruitment and favorable rates to current Santa Clara tournaments.
- Promotion. Provide content, website direction, and email communication to Santa Clara for all course and program promotions for distribution to Santa Clara residents.

In exchange for the services, the City of Santa Clara will provide:

- Exclusive use of SCG&TC databases for outreach and marketing opportunities in Sunnyvale.
- Refer Santa Clara Schools to Sunnyvale Golf for preferred home team location.
- Exclusively contract with the City of Sunnyvale to provide recreational/instructional golf programs, lessons, camps and clinics in the seasonal Santa Clara Activity Guide. Similar to other recreation programs, the City of Santa Clara shall provide a registration portal to enroll program/class participants, collect fees and pay City of Sunnyvale fees based on actual class registration.
- Provide City of Sunnyvale an exclusive opportunity to recruit Men's, Ladies' and Senior Clubs to Sunnyvale Clubs, scheduled tournaments, and contact information.
- Promote Sunnyvale Golf Course discount programs on City of Santa Clara website, Activity Guide and other publications/methods.

FISCAL IMPACT

The proposed agreement should have minimal cost expenditures. It is anticipated that there will be a

positive fiscal impact on the Golf and Tennis Fund. The financial benefits of the agreement will be experienced through increased participation and course revenues at the Sunnyvale Golf Course or Sunken Gardens. The exclusivity clause will also give Sunnyvale a greater competitive market edge with other comparable courses. Sunnyvale also receives payment of fees collected by Santa Clara for any classes or lessons minus any administrative fees. Santa Clara resident golfers who use the discounted Sunnyvale resident rates will financially benefit from the reduced cost to play in Sunnyvale, when compared to the non-resident rate.

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 a five-year agreement, in substantially the same form as Attachment 1 to the report, exclusively with the City of Santa Clara to provide golf programs and services and to extend the term of the Agreement for two one-year periods.
2. Authorize the City Manager to execute a five-year agreement, in substantially the same form as Attachment 1 to the report, exclusively with the City of Santa Clara to provide golf programs and services and to extend the term of the Agreement for two one-year periods, with modifications.
3. Do not Authorize the City Manager to execute an agreement exclusively with the City of Santa Clara to provide golf programs and services.

STAFF RECOMMENDATION

Alternative 1: Authorize the City Manager to execute a five-year agreement, in substantially the same form as Attachment 1 to the report, exclusively with the City of Santa Clara to provide golf programs and services and to extend the term of the Agreement for two one-year periods.

Sunnyvale golf courses have been experiencing a gradual decline in golf revenue. The proposed agreement should have a positive impact on golf revenue by drawing more players to Sunnyvale's courses. The exclusive agreement would direct current Santa Clara golfers to Sunnyvale's golf courses instead of competing courses in other Bay area cities. Both Sunnyvale golf courses have the capacity to allow these additional golfers without negatively affecting current players or residents.

Prepared by: James Stark, Superintendent of Parks and Golf

Reviewed by: Chip Taylor, Director, Public Works

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. Cooperative Agreement for Services

EBIX Insurance No. *S20000

**COOPERATIVE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
CITY OF SUNNYVALE, CALIFORNIA.**

PREAMBLE

This Agreement, dated for references on ____, 2019, is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and City of Sunnyvale, a chartered California municipal corporation, (Sunnyvale). City and Sunnyvale may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

RECITALS

WHEREAS, opened in 1987, the Santa Clara Golf & Tennis Club (SCG&TC) provides services to over 50,000 residents and customers annually;

WHEREAS, SCG&TC will be closing in October 2019 to begin construction of a multi-phased, mixed use development, and golf and tennis operations will cease to the general public on or about October 15, 2019;

WHEREAS, the City desires to secure similar services to those offered at SCG&TC primarily for the benefit of its residents;

WHEREAS, the City of Sunnyvale owns and operates two golf facilities, Sunnyvale Golf featuring an 18-hole course, pro-shop and full-service food concession, and Sunken Gardens Golf Course that features a nine-hole executive course with an 18 stall driving range, existing men’s and women’s clubs, and ample capacity to accommodate Santa Clara residents; and,

WHEREAS, the City of Sunnyvale will allow Santa Clara residents to use its two golf facilities through an exclusive relationship with the City of Santa Clara, which will enable costs to be reasonably borne for the provision of services at favorable Sunnyvale resident rates. The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Sunnyvale shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum (if applicable)

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

- A. Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on July 1, 2019 and terminate on June 30, 2024.
- B. Notwithstanding the provisions of section 2.A, at the mutual option of City and Sunnyvale, this Agreement may be extended for a period of one (1) year, for up to a total of two (2) one-year extensions, provided that Sunnyvale gives City no less than two (2) months advance written notice of its intent to extend this Agreement and City accepts by giving Sunnyvale written notice of its intent to accept the extension within fifteen (15) days of expiration of the term.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

The Parties shall perform those Services specified in Exhibit A within the time stated in Exhibit A.

4. WARRANTY

Sunnyvale expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Sunnyvale agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Sunnyvale. If Sunnyvale fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Sunnyvale for the cost incurred by City.

5. QUALIFICATIONS OF SUNNYVALE - STANDARD OF CARE

Sunnyvale represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Sunnyvale's representations regarding its skills and knowledge. Sunnyvale shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

In consideration for Sunnyvale's complete performance of Services, City shall pay Sunnyvale for all materials provided and Services rendered by Sunnyvale in accordance with Exhibit B, entitled "SCHEDULE OF FEES."

7. TERMINATION

- A. Termination for Convenience. Either Party shall have the right to terminate this Agreement, without cause or penalty, by giving not less than six months (6) months' prior written notice to the other Party.
- B. Termination for Default. If Sunnyvale fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Sunnyvale.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Sunnyvale will deliver to City all City information or material that Sunnyvale has in its possession.

8. ASSIGNMENT

City and Sunnyvale bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City.

9. INDEPENDENT ENTITIES

Sunnyvale and all person(s) employed by or contracted with Sunnyvale to furnish labor and/or materials under this Agreement are independent entities and do not act as agent(s) or employee(s) of City. Sunnyvale has full rights to manage its employees and contractors in their performance of Services under this Agreement.

10. RIGHT OF CITY TO INSPECT RECORDS OF SUNNYVALE

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and in accordance with Sunnyvale's Retention and Destruction Schedule, to audit the books and records of Sunnyvale for the purpose of verifying any and all charges made by Sunnyvale in connection with Sunnyvale's compensation under this Agreement, including termination of Sunnyvale. Sunnyvale agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City.

Sunnyvale shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing..

11. HOLD HARMLESS/INDEMNIFICATION

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

12. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Sunnyvale shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C., City acknowledges that Sunnyvale is a member of the California Joint Powers Risk Management Authority ("CJPRMA") and will issue the Certificates of Coverage through the CJPRMA. .

13. WAIVER

Sunnyvale 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. Neither City's review,

acceptance nor payments for any of the Services required under this Agreement shall be constructed 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.

14. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Parks & Recreation Department
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at jteixeira@santaclaraca.gov, and
manager@santaclaraca.gov

And to Sunnyvale addressed as follows:

City of Sunnyvale
Attention: Department of Public Works
456 West Olive Avenue
Sunnyvale, CA 94088-3707
and by e-mail at rodneywilson@sunnyvale.ca.gov, and
ctaylor@sunnyvale.ca.gov, and

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

15. COMPLIANCE WITH LAWS

Both Parties shall comply with all applicable federal or state laws and regulations in addition to the applicable local laws and policies within their respective territorial jurisdiction.

16. CONFLICTS OF INTEREST

Sunnyvale certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Sunnyvale and that no person associated with Sunnyvale has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Sunnyvale is familiar with the provisions of California Government Code section 87100 and

following, and certifies that it does not know of any facts which would violate these code provisions. Sunnyvale will advise City if a conflict arises.

17. FAIR EMPLOYMENT

Neither Party shall discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

18. NO USE OF PARTY NAME OR EMBLEM

Either Party shall not use the other Party's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of the other Party.

19. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

20. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement 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.

21. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

22. COUNTERPARTS

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

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: _____

BRIAN DOYLE
City Attorney

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

CITY OF SUNNYVALE
a California municipal corporation

Dated: _____

By (Signature): _____

Name: _____

Title: City Manager

Principal Place of
Business Address: 456 West Olive Avenue, Sunnyvale, CA 94088-3707

Email Address: _____

Telephone: ()

Fax: ()

"SUNNYVALE"

ATTEST:

Sunnyvale City Clerk

Approved as to Form:

Sunnyvale City Attorney

EXHIBIT A SCOPE OF SERVICES

The Services to be performed for the City by the Sunnyvale under this Agreement are set forth below.

The City of Sunnyvale (Sunnyvale) shall:

1. **Discount Rate.** Charge Santa Clara residents who play golf at Sunnyvale Golf or Sunken Gardens a fee equivalent to the current Sunnyvale Resident rates. To qualify for the Santa Clara resident rates, Santa Clara residents must provide documentation of their Santa Clara residency each time they check in at the golf shop at Sunnyvale Golf and/or Sunken Gardens. A valid government-issued identification card ("Photo Identification") showing the Santa Clara address is the preferred form of documentation. If the Photo Identification does not show a Santa Clara address, a second form of ID, which **does** show the Santa Clara address ("Other Documentation"), is required. Table 1 provides a list of acceptable Photo Identification and Other Documentation.

Table 1 Acceptable Forms of Identification	
PHOTO IDENTIFICATION	OTHER DOCUMENTATION
Driver's license	Payroll stub
Identification card	Rental agreement
Military ID card	Utility bill
Passport	Voter registration card

2. **High School Teams.** Charge Santa Clara Schools (Wilcox/Santa Clara/Cupertino High Schools) who play golf at Sunnyvale Golf a fee equivalent to the then current Sunnyvale High School fee (\$600 per season in 2019), as published in Sunnyvale Municipal Fee Schedule. This will entitle the teams to: (a) 16 play dates at Sunnyvale Golf or Sunken Gardens; and (b) a \$200 range card for range balls at Sunken Gardens.
3. **Instructional Program.** Provide an instructional golf program (classes, clinics, camps, etc.) to Santa Clara residents which shall be promoted in City's Activity Guide and registration conducted through the City's Parks & Recreation Department. Fees charged will be equivalent to Sunnyvale residents; however, the City of Sunnyvale will have the right to set (a) the registration and program fees (price), (b) the dates and times of the lessons/programs, and (c) hire appropriate qualified staff for the program. The programs will be offered at Sunnyvale Golf and/or Sunken Gardens. Sunnyvale will provide the City a course and class

description for classes, clinics, camps and other golf programs and the appropriate Santa Clara resident fee to be advertised. The City of Santa Clara publishes the seasonal Activity Guide three (3) times per year and develops content well in advance (four months prior) of publication, and generally opens classes for the next season's registration the first weeks of March, August, and December.

4. **Clubs.** Provide SCG&TC clubs, groups, ambassadors and volunteers an opportunity to transition to Sunnyvale Golf, either as a separate club or opportunity to join Sunnyvale clubs.
5. **Tournaments.** Actively recruit and extend favorable rates to Santa Clara tournaments.
6. **Promotion.** Provide content, website direction, and email communication to City for all course and program promotions for distribution to City residents; City will review, but not unreasonably withhold approval of Sunnyvale's content.

The City of Santa Clara (City) shall:

1. **Exclusivity.** Provide City of Sunnyvale exclusive use of SCG&TC's (a) customer database for email promotion, (b) tournament database for existing SCG&TC tournaments, and (c) lesson database. Sunnyvale shall not sell, distribute or otherwise allow use of this customer information in any manner other than for the purposes of providing discounted golf rates to those customers under this Agreement. Subject to governing law regarding public records, Sunnyvale will take all reasonable steps to protect the privacy of the personal information provided hereunder to the same extent as Sunnyvale does for its own residents.
2. **High School Teams.** Refer Santa Clara Schools to Sunnyvale Golf for preferred home team location.
3. **Instruction.** Exclusively contract with City of Sunnyvale to provide recreational/instructional golf programs, lessons, camps and clinics in the seasonal Santa Clara Activity Guide. City shall provide a registration portal to enroll program/class participants and collect all registration fees from the enrollee(s). Santa Clara may collect a booking fee, administration fee, registration and/or cancellation fee as described on Exhibit B. Registration fees will be paid to the City of Sunnyvale based on actual class registration and fee collected, and according to the Santa Clara class Cancellation Policy. City of Santa Clara will provide a list of program registrants for each program session, class, clinic, and camp in advance of the class/program start date(s).
4. **Clubs.** Provide City of Sunnyvale an exclusive opportunity to use City's customer database describe in Section 1 above to recruit the Men's, Ladies' and Senior Clubs

based at Santa Clara to Sunnyvale Clubs beginning with a recruitment period starting upon full execution of this Agreement.

5. **Tournaments.** Provide Sunnyvale Golf with list of scheduled tournaments, contact information, pricing, etc.
6. **Promotion.** Promote as feasible, Sunnyvale Golf Course discount programs on City website, Activity Guide and other publications. Approve banner and marketing flyers (content provided by Sunnyvale; content reviewed by Santa Clara) to be displayed at SCG&TC entrance, pro-shop and recreation buildings starting as soon as reasonably possible upon full execution of this Agreement.

EXHIBIT B

SCHEDULE OF FEES

City will pay Sunnyvale within thirty (30) days of City's receipt of an approved invoice and only for the Instructional Golf Program. All other fees for services charged by the Sunnyvale to City residents and/or non-residents shall be the responsibility of Sunnyvale and Sunnyvale's participants (such as, High School Teams, Golf Clubs, Tournaments, individual golfers).

1. Instructional Program.

- 1.1. City shall collect registration fees for all classes provided to City residents pursuant to this agreement. City shall pay Sunnyvale a mutually agreed upon percentage of those registration fees, based on actual class registration and fees collected, and according to the Santa Clara Class Cancellation Policy. The rate ("base fee") is inclusive of all Sunnyvale expenses including but not limited to labor, materials, travel, overhead, general and administrative, and profit which base fee is currently \$_____ per class participant. Any adjustment to the base fee shall be subject to mutual written agreement by the parties.
- 1.2. Invoicing. City shall compensate Sunnyvale in arrears at the conclusion of each session of classes, or season of classes, conducted under this Agreement. Invoices shall be detailed and include the title of the course, the course number, individuals enrolled in the course, amount due, and the invoiced session date range for each class/activity.
- 1.3. City staff will calculate the fees collected at the agreed upon Resident rate as published in the seasonal Activity Guide. City shall pay Sunnyvale the dollar amount referenced as the "base fee" per class enrollee, excluding from the calculation, the City's transaction and/or administrative fees per class enrollee which will be separate from and/or additional to Sunnyvale's proposed registration base fee. If a class enrollee withdraws from the program or enrolls after the start date of the class, the base fee will be pro-rated based on the number of classes the enrollee attended. City shall keep any transaction, administration, and/or course cancellation fees collected.
- 1.4. Additional Services/Contingency. In the event that the City and Sunnyvale expand the participant size of a class, Sunnyvale shall be reimbursed for the additional base fee per enrollee for additional participants as described above.
- 1.5. City and Sunnyvale shall review the invoices and payments within 10 days of receipt and notify each other of any discrepancies or deficiencies in said invoice or payment within twenty (20) days of date of invoice. Reconciliation of discrepancies shall be made within ninety (90) days of date of original invoice.

EXHIBIT C

INSURANCE REQUIREMENTS

Sunnyvale is a member of the CJPRMA risk pool and shall provide insurance certificates through the CJPRMA. Without limiting Sunnyvale's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Sunnyvale shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:
 - \$1,000,000 Each Occurrence
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products/Completed Operations Aggregate
 - \$1,000,000 Personal Injury
2. Exact structure and layering of the coverage shall be left to the discretion of Sunnyvale; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Sunnyvale to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at

least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Sunnyvale and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars (\$2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Sunnyvale included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Sunnyvale or any Sunnyvale subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Sunnyvale's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Sunnyvale shall contain language or be endorsed to contain wording

making it primary insurance as respects to, and not requiring contribution from, any other insurance which the Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Sunnyvale's insurance.

3. Cancellation.

- a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
- b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Sunnyvale and City agree as follows:

1. Sunnyvale agrees to ensure that Sunnyvale's subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Sunnyvale, provide the same minimum insurance coverage required of Sunnyvale, except as with respect to limits. Sunnyvale agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Sunnyvale agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such Sunnyvale subcontractor and others engaged in the project will be submitted to City for review.
2. Sunnyvale agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Sunnyvale for the cost of additional insurance coverage required

by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Sunnyvale in the event of material noncompliance with the insurance requirements set forth in this Agreement.

F. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Sunnyvale, and each and every Sunnyvale subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Sunnyvale shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

G. EVIDENCE OF COMPLIANCE

Sunnyvale or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Sunnyvale shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.		
City of Santa Clara Parks & Recreation Department		
P.O. Box 100085 – S2	or	1 Ebix Way
Duluth, GA 30096		John's Creek, GA 30097

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

H. QUALIFYING INSURERS

All of the insurance companies providing insurance for Sunnyvale shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.



City of Sunnyvale

Agenda Item

19-0944

Agenda Date: 10/8/2019

REPORT TO COUNCIL

SUBJECT

Adopt a Resolution Approving the City Council Regular Meeting Calendar for 2020 through February 2021

DISCUSSION

Charter Section 608 states that the City Council “shall hold regular meetings at least twice each month, at such times as it shall fix by ordinance or resolution and may adjourn or readjourn any regular meeting to a date certain, which shall be specified in the order of adjournment and when so adjourned, each adjourned meeting shall be a regular meeting for all purposes.” A Resolution establishing the Council’s regular meeting schedule is provided in Attachment 1 for Council review and approval. Exhibit A of the Resolution is the proposed 2020 City Council Meeting Calendar, which specifies the proposed dates of the Council’s regular meetings for 2020 and through February 2021. The Calendar also includes potential dates for special meetings and notes City holidays. Note the 2020 Strategic Planning Workshop has been rescheduled for Thursday, February 13, 2020.

Agenda items for the proposed regular meetings will be added to the Tentative Council Meeting Agenda Council (TCMAC) as approved and scheduled by the Mayor, the City Manager, and/or the majority of Council. Study Issue items will be scheduled and added following Council’s February 27, 2020 Study/Budget Issues Workshop.

ENVIRONMENTAL REVIEW

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

PUBLIC CONTACT

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

RECOMMENDATION

Adopt a Resolution Approving the City Council Regular Meeting Calendar for 2020 through February 2021 as submitted.

Prepared by: David Carnahan, City Clerk
Reviewed by: Teri Silva, Assistant City Manager
Approved by: Kent Steffens, City Manager

ATTACHMENT

1. Resolution Approving the City Council Regular Meeting Calendar for 2020 through February 2021
2. 2020 Council Meeting Calendar Draft - Redline

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF SUNNYVALE FIXING THE DAYS AND TIME FOR
REGULAR CITY COUNCIL MEETINGS FOR 2020**

WHEREAS, Section 608 of the Sunnyvale City Charter provides that the City Council shall hold regular meetings at least two times a month, and further provides that the times for such shall be fixed by ordinance or resolution; and

WHEREAS, on November 16, 2004, to change the start time of council meetings to encourage more public input and participation, the City Council adopted Resolution No. 141-04 which provides that regular monthly meetings of the Council shall be held at least two Tuesdays each month at 7:00 p.m. in the City Council Chambers, Sunnyvale, California, or at other locations to which the Council may adjourn within the City; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUNNYVALE THAT the regular City Council meetings shall be held starting at 7:00 p.m., in the City Council Chambers, Sunnyvale, California, on the dates specified in Exhibit A of this Resolution, for the Council meetings occurring in 2020 and through February 2021.

Adopted by the City Council 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

2020

Proposed Council Meeting Calendar

Month, Year	Date	Day and Time	Meeting Body	Meeting Type
January 2020	1/1/2020 City Offices closed in observance of New Year's Day Holiday			
	1/7/2020	Tue - 7 PM	City Council	Regular Meeting
	1/14/2020	Tue - 7 PM	City Council	Regular Meeting
	1/20/2020 City Offices closed in observance of Martin Luther King, Jr. Holiday			
	1/28/2020	Tue - 7 PM	City Council	Regular Meeting (Tentative - if needed)
February 2020	2/4/2020	Tue - 7 PM	City Council	Regular Meeting
	2/7/2020	Thu - 8:30 AM	City Council	Strategic Planning Workshop
	2/11/2020	Tue - 7 PM	City Council	Regular Meeting (Tentative - if needed)
	2/17/2020 City Offices closed in observance of Presidents' Day Holiday			
	2/25/2020	Tue - 7 PM	City Council	Regular Meeting
	2/27/2020	Thu - 8:30 AM	City Council	Study/Budget Issues Workshop
March 2020	3/17/2020	Tue - 7 PM	City Council	Regular Meeting
	3/31/2020	Tue - 7 PM	City Council	Regular Meeting
April 2020	4/7/2020	Tue - 7 PM	City Council	Regular Meeting
	4/28/2020	Tue - 7 PM	City Council	Regular Meeting
May 2020	5/5/2020	Tue - 7 PM	City Council	Regular Meeting
	5/12/2020	Tue - 6 PM	City Council	Special Meeting - Board/Commission Interviews
	5/13/2020	Wed - 6 PM	City Council	Special Meeting - Board/Commission Interviews
	5/19/2020	Tue - 7 PM	City Council	Regular Meeting
	5/21/2020	Thu - 8:30 AM	City Council	Special Meeting - Budget Workshop
	5/25/2020 City Offices closed in observance of Memorial Day Holiday			
June 2020	6/9/2020	Tue - 7 PM	City Council	Regular Meeting
	6/23/2020	Tue - 7 PM	City Council	Regular Meeting
	6/30/2020	Tue - 7 PM	City Council	Regular Meeting
July 2020	7/3/2020 City Offices closed in observance of Independence Day Holiday			
	7/14/2020	Tue - 7 PM	City Council	Regular Meeting
	7/21/2020	Tue - 7 PM	City Council	Regular Meeting (Tentative - if needed)
	7/28/2020	Tue - 7 PM	City Council	Regular Meeting
August 2020	8/11/2020	Tue - 7 PM	City Council	Regular Meeting
	8/25/2020	Tue - 7 PM	City Council	Regular Meeting
September 2020	9/7/2020 City Offices closed in observance of Labor Day Holiday			
	9/15/2020	Tue - 7 PM	City Council	Regular Meeting
	9/22/2020	Tue - 7 PM	City Council	Regular Meeting (Tentative - if needed)
	9/29/2020	Tue - 7 PM	City Council	Regular Meeting
October 2020	10/13/2020	Tue - 7 PM	City Council	Regular Meeting
	10/27/2020	Tue - 7 PM	City Council	Regular Meeting
November 2020	11/10/2020	Tue - 7 PM	City Council	Regular Meeting
	11/17/2020	Tue - 7 PM	City Council	Regular Meeting
	11/26/2020 City Offices closed in observance of Thanksgiving Holiday			
	11/27/2020 City Offices closed in observance of Thanksgiving Holiday			
December 2020	12/1/2020	Tue - 7 PM	City Council	Regular Meeting
	12/8/2020	Tue - 7 PM	City Council	Regular Meeting
	12/24/2020 City Offices closed in observance of Christmas Eve			
	12/25/2020 City Offices closed in observance of Christmas Day			
	12/31/2020 City Offices closed in observance of New Year's Eve			
2021				
January 2021	1/1/2021 City Offices closed in observance of New Year's Day Holiday			
	1/5/2021	Tue - 7 PM	City Council	Regular Meeting
	1/12/2021	Tue - 7 PM	City Council	Regular Meeting
	1/18/2021 City Offices closed in observance of Martin Luther King, Jr. Holiday			
	1/26/2021	Tue - 7 PM	City Council	Regular Meeting
	1/28/2021	Thu - 8:30 AM	City Council	Strategic Planning Workshop
February 2021	2/2/2021	Tue - 7 PM	City Council	Regular Meeting
	2/9/2021	Tue - 7 PM	City Council	Regular Meeting (Tentative - if needed)
	2/15/2021 City Offices closed in observance of Presidents' Day Holiday			
	2/23/2021	Tue - 7 PM	City Council	Regular Meeting
	2/25/2021	Thurs - 8:30 AM	City Council	Study/Budget Issues Workshop

January and February 2020 approved 1/8/2019

Strategic Planning Workshop rescheduled from January 30, 2020 to February 7, 2020 and March 2020 through February 2021 to be considered for approval on 10/8/2019

Dates of Special Meetings are listed for informational purposes only and may be subject to change

2020
Proposed Council Meeting Calendar

Month, Year	Date	Day and Time	Meeting Body	Meeting Type
January 2020	1/1/2020	City Offices closed in observance of New Year's Day Holiday		
	1/7/2020	Tue - 7 PM	City Council	Regular Meeting
	1/14/2020	Tue - 7 PM	City Council	Regular Meeting
	1/20/2020	City Offices closed in observance of Martin Luther King, Jr. Holiday		
	1/28/2020	Tue - 7 PM	City Council	Regular Meeting (Tentative - if needed)
	1/30/2020	Thu -- 8:30 AM	City Council	Strategic Planning Workshop
February 2020	2/4/2020	Tue - 7 PM	City Council	Regular Meeting
	2/7/2020	Thu - 8:30 AM	City Council	Strategic Planning Workshop
	2/11/2020	Tue - 7 PM	City Council	Regular Meeting (Tentative - if needed)
	2/17/2020	City Offices closed in observance of Presidents' Day Holiday		
	2/25/2020	Tue - 7 PM	City Council	Regular Meeting
	2/27/2020	Thu - 8:30 AM	City Council	Study/Budget Issues Workshop
March 2020	3/17/2020	Tue - 7 PM	City Council	Regular Meeting
	3/31/2020	Tue - 7 PM	City Council	Regular Meeting
April 2020	4/7/2020	Tue - 7 PM	City Council	Regular Meeting
	4/28/2020	Tue - 7 PM	City Council	Regular Meeting
May 2020	5/5/2020	Tue - 7 PM	City Council	Regular Meeting
	5/12/2020	Tue - 6 PM	City Council	Special Meeting - Board/Commission Interviews
	5/13/2020	Wed - 6 PM	City Council	Special Meeting - Board/Commission Interviews
	5/19/2020	Tue - 7 PM	City Council	Regular Meeting
	5/21/2020	Thu - 8:30 AM	City Council	Special Meeting - Budget Workshop
	5/25/2020	City Offices closed in observance of Memorial Day Holiday		
June 2020	6/9/2020	Tue - 7 PM	City Council	Regular Meeting
	6/23/2020	Tue - 7 PM	City Council	Regular Meeting
	6/30/2020	Tue - 7 PM	City Council	Regular Meeting
July 2020	7/3/2020	City Offices closed in observance of Independence Day Holiday		
	7/14/2020	Tue - 7 PM	City Council	Regular Meeting
	7/21/2020	Tue - 7 PM	City Council	Regular Meeting (Tentative - if needed)
	7/28/2020	Tue - 7 PM	City Council	Regular Meeting
August 2020	8/11/2020	Tue - 7 PM	City Council	Regular Meeting
	8/25/2020	Tue - 7 PM	City Council	Regular Meeting
September 2020	9/7/2020	City Offices closed in observance of Labor Day Holiday		
	9/15/2020	Tue - 7 PM	City Council	Regular Meeting
	9/22/2020	Tue - 7 PM	City Council	Regular Meeting (Tentative - if needed)
	9/29/2020	Tue - 7 PM	City Council	Regular Meeting
October 2020	10/13/2020	Tue - 7 PM	City Council	Regular Meeting
	10/27/2020	Tue - 7 PM	City Council	Regular Meeting
November 2020	11/10/2020	Tue - 7 PM	City Council	Regular Meeting
	11/17/2020	Tue - 7 PM	City Council	Regular Meeting
	11/26/2020	City Offices closed in observance of Thanksgiving Holiday		
	11/27/2020	City Offices closed in observance of Thanksgiving Holiday		
December 2020	12/1/2020	Tue - 7 PM	City Council	Regular Meeting
	12/8/2020	Tue - 7 PM	City Council	Regular Meeting
	12/24/2020	City Offices closed in observance of Christmas Eve		
	12/25/2020	City Offices closed in observance of Christmas Day		
	12/31/2020	City Offices closed in observance of New Year's Eve		
2021				
January 2021	1/1/2021	City Offices closed in observance of New Year's Day Holiday		
	1/5/2021	Tue - 7 PM	City Council	Regular Meeting
	1/12/2021	Tue - 7 PM	City Council	Regular Meeting
	1/18/2021	City Offices closed in observance of Martin Luther King, Jr. Holiday		
	1/26/2021	Tue - 7 PM	City Council	Regular Meeting
	1/28/2021	Thu - 8:30 AM	City Council	Strategic Planning Workshop
February 2021	2/2/2021	Tue - 7 PM	City Council	Regular Meeting
	2/9/2021	Tue - 7 PM	City Council	Regular Meeting (Tentative - if needed)
	2/15/2021	City Offices closed in observance of Presidents' Day Holiday		
	2/23/2021	Tue - 7 PM	City Council	Regular Meeting
	2/25/2021	Thurs - 8:30 AM	City Council	Study/Budget Issues Workshop

January and February 2020 approved 1/8/2019

Strategic Planning Workshop rescheduled from January 30, 2020 to February 7, 2020 and March 2020 through February 2021 to be considered for approval on 10/8/2019

Dates of Special Meetings are listed for informational purposes only and may be subject to change



City of Sunnyvale

Agenda Item

19-0528

Agenda Date: 10/8/2019

Tentative Council Meeting Agenda Calendar



City of Sunnyvale

Tentative Council Meeting Agenda Calendar

Tuesday, October 29, 2019 - City Council

Closed Session

- 19-0325** 6:00 P.M. SPECIAL COUNCIL MEETING (Closed Session)
Closed Session held pursuant to California Government Code Section 54957:
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: City Manager

Special Order of the Day

- 19-0232** SPECIAL ORDER OF THE DAY - Ceremonial Oath of Office for Board and Commission Members (as needed)

Public Hearings/General Business

- 19-0611** Public Hearing and Introduction of Ordinance Amending Chapter 16.52 of the Sunnyvale Municipal Code to Adopt by Reference the 2019 California Fire Code with Local Amendments and Related Findings and Find that the Action is Exempt from the California Environmental Quality Act
- 19-0624** Introduction of Ordinance: 1) 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; 2) Adding Chapter 16.10 to codify Safety Assessment Placards Used Following a Natural Disaster; and 3) Finding that the Action is Exempt from the California Environmental Quality Act.
- 19-0881** Approve the Purchase and Sale Agreement between the City of Sunnyvale and Sunnyvale Community Services for the Purchase of 725 Kifer Road, and approve Budget Modification No. 10 in the amount of \$5,830,000

Tuesday, November 5, 2019 - City Council

Study Session

- 19-0228** 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
Board and Commission Interviews (as needed)

Special Order of the Day

19-0930 SPECIAL ORDER OF THE DAY - Picture Book Month

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

Presentation

19-0822 PRESENTATION - Update Regarding Santa Clara Valley Water District (SCVWD) Projects in Sunnyvale, by SCVWD Director Richard Santos

Public Hearings/General Business

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

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 |
| 19-0927 | Adopt a Resolution Establishing a Plaque Program for Heritage Resources, and Find that the Action is Exempt from CEQA Pursuant to CEQA Guidelines Section 15308 and 15061(b)(d). (Study Issue) |

Tuesday, December 10, 2019 - City Council

Closed Session

- | | |
|----------------|--|
| 19-0326 | 4:30 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 |
|----------------|--|

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

- | | |
|----------------|--|
| 18-0416 | Eco-district Feasibility and Incentives (Study Issue ESD 13-05C) |
| 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 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 |
| 19-0991 | 2019-2020 HUD Annual Action Plan Amendment |

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 |
| 20-0003 | Appoint Councilmembers to Intergovernmental Assignments; Ratify Appointments of Councilmembers made by Outside Agencies; Take Action to Modify, Create, or Terminate Council Subcommittees |

Tuesday, January 14, 2020 - City Council

Public Hearings/General Business

19-0120 Agenda Items Pending - to be scheduled

19-1000 Review Results of Study Issue FIN 19-01 Business Tax Study ... and Approve
Budget Modification No. XX in the amount of \$XX,XXX

Thursday, January 30, 2020 - City Council

Public Hearings/General Business

19-0123 8:30 A.M. SPECIAL COUNCIL MEETING
Strategic Session - Policy Prioritization Workshop
Location: TBD

Tuesday, February 4, 2020 - City Council

Study Session

19-0229 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
Board and Commission Interviews (as needed)

Public Hearings/General Business

19-0128 2019 4th Quarterly Consideration of General Plan Amendment Initiation
Requests

Tuesday, February 25, 2020 - City Council

Public Hearings/General Business

19-0122 Agenda Items Pending - to be scheduled

Thursday, February 27, 2020 - City Council

Public Hearings/General Business

19-0124 8:30 A.M. SPECIAL COUNCIL MEETING
Study/Budget Issues Workshop

Date to be Determined - City Council

Public Hearings/General Business

18-0653 Approve the Bernardo Avenue Undercrossing Design Options and Selection
of a Preferred Design Alternative

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



City of Sunnyvale

Agenda Item

19-0804

Agenda Date: 10/8/2019

Board/Commission Meeting Minutes



City of Sunnyvale

Meeting Minutes - Draft Parks and Recreation Commission

Wednesday, September 11, 2019

7:00 PM

Neighborhood Room - Recreation Center,
Sunnyvale Community Center, 550 E.
Remington Dr., Sunnyvale, CA 94087

CALL TO ORDER

Chair Kenton called the meeting to order at 7:07 p.m. in the Laurel Room at the Sunnyvale Senior Center.

SALUTE TO THE FLAG

Chair Kenton led the salute to the flag.

ROLL CALL

Present: 3 - Chair Ralph Kenton
Vice Chair Prakash Giri
Commissioner Henry Alexander III
Absent: 1 - Commissioner Daniel McCune

Council Liaison Melton (present)

PRESENTATION

[19-0734](#) PRESENTATION - Urban Forest Management Plan

Superintendent of Parks and Golf, Jim Stark gave a presentation on Sunnyvale's Urban Forest Management Plan.

Highlights included: background, overall goal of plan, existing policy, what is an urban forest and an overview of each goal and information on the volunteer group.

Commissioners inquired:

- Will trees being removed for the Civic Center project be replaced?
- Are there easements for overhead lines controlled by PG&E?
- If there are trees in the way of the lines, does the City care for those trees?
- Is there a maintenance schedule for curbside trees?
- If there is an issue with curbside trees, call City?

- Can youth volunteer?
- Could Adopt a Park fall under this?

Superintendent Stark responded:

- We will preserve as many as we can. Not sure if it will be 1 for 1.
- Yes, PG&E has access in the lines.
- PG&E will do it. They require a 15-foot clearance.
- Yes, there is a curbside tree schedule. Generally, a 7-year trim. Differs for some trees.
- Yes, call the Parks Department with any concerns.
- Yes, youth aged 13 and older can volunteer.
- Yes, Adopt a Park could fall under this.

Community members inquired:

- Will we get pushback for trimming our own trees?

Superintendent Speak responded:

- If the trees are on your property, you can prune responsibly.

[19-0805](#)

PRESENTATION - Capital Improvement Projects Update

Superintendent of Parks and Golf, Jim Stark gave a presentation on Capital Improvement Projects Update.

Highlights included: 20 year plan, Washington Pool, Fair Oaks Magical Bridge plan and theme, Baylands Parks conditions assessment, upcoming playground renovations.

Commissioners inquired:

- Will the donations received for Magical Bridge cover maintenance?
- Do we have a cycle for parks?
- Do we know the traffic for each park?
- Is there a way to get more information on park usage?
- Are there sensors that could be put in for foot traffic?

Superintendent Stark responded:

- The donations were for building the playground. The City will be responsible for maintenance.
- Yes, we review all every 2-years.
- We have reservation reports, however do not have broad metrics.

- We could review further by looking at all reservations (building, picnic, field). This would be seasonal though as certain times are higher usage.
- I will reach out to other organizations to see if they have any ideas on how to better read.

ORAL COMMUNICATIONS

Four members of the public spoke regarding dogs in parks:

- Cynthia Hayes Rupp
- Norman Nelson
- Terry Sturtevant
- Chris Rosenthal

All wish to have an off leash area in parks for certain times of the day. An additional nine community members were in attendance in support of off leash areas in parks.

CONSENT CALENDAR

- 1.a** [19-0712](#) Approve the Parks and Recreation Commission Revised Meeting Minutes of June 12, 2019

Commissioner Alexander III moved, and Vice-Chair Giri seconded, the motion to approve the Parks and Recreation Commission Revised Minutes of June 12, 2019 as submitted. The motion carried by the following vote:

Yes: 3 - Chair Kenton
 Vice Chair Giri
 Commissioner Alexander III

No: 0

Absent: 1 - Commissioner McCune

- 1.b** [19-0765](#) Approve the Parks and Recreation Commission Meeting Minutes of July 10, 2019

Commissioner Alexander III moved, and Vice-Chair Giri seconded, the motion to approve the Parks and Recreation Commission Minutes of July 10, 2019 as submitted. The motion carried by the following vote:

Yes: 3 - Chair Kenton
 Vice Chair Giri
 Commissioner Alexander III

No: 0

Absent: 1 - Commissioner McCune

PUBLIC HEARINGS/GENERAL BUSINESS

None.

STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES

[19-0776](#)

Parks and Recreation Commission Proposed Study Issues, Calendar Year: 2020

Staff was informed that additional Study Issues forms will be submitted for October's meeting.

Chair Kenton asked if the PRC could submit for Capital Improvements. Superintendent of Community Services, Damon Sparacino noted that he would confirm and get back to Chair Kenton.

NON-AGENDA ITEMS & COMMENTS

-Commissioner Comments

Vice-Chair Giri asked how they could get an update on Study Issues and requested a quarterly update. Superintendent Stark let him know that we would add this to October's meeting.

Commissioner Alexander III asked for the status of additional Park Commissioners. He invited those in attendance to apply.

Chair Kenton shared information on how to join a commission as well as an update on an interview session he attended. He shared that two individuals applied for the Parks and Recreation Commission.

Chair Kenton gave an update on the action of Council for the Pet Parade.

Chair Kenton shared that two youth were now learning tennis due to grants provided by the Tennis Center.

Chair Kenton invited everyone to attend the State of the City on Saturday, September 14.

-Staff Comments

Superintendent of Parks and Golf, Jim Stark informed everyone that ornamental

water features will be staying on later this year. All except the Community Center will be drained the first week of November.

Commissioner Giri asked if staff was working on the Census 2020.

Superintendent of Community Services, Damon Sparacino let those in attendance know that both Library and COmmunity Services staff was working on Census 2020 and gave a brief update. Superintendent Sparacino also passed out the Superintendent's Report.

ADJOURNMENT

Chair Kenton adjourned the meeting at 8:15 p.m.



City of Sunnyvale

Meeting Minutes - Draft Arts Commission

Wednesday, September 18, 2019

7:00 PM

Neighborhood Room - Recreation Center,
Sunnyvale Community Center, 550 E.
Remington Dr., Sunnyvale, CA 94087

CALL TO ORDER

Chair Vaughan called the meeting to order at 7 p.m. in the Neighborhood Room at the Recreation Center.

SALUTE TO THE FLAG

Chair Vaughan led the salute to the flag.

ROLL CALL

Present: 3 - Chair Susannah Vaughan
Vice Chair Dawna Eskridge
Commissioner Sue Serrone
Absent: 1 - Commissioner Jeremie Gluckman

Commissioner Gluckman's absence is excused.
Council Liaison Goldman (present)

STUDY SESSION

[19-0951](#) Review and Provide Comments on 1390 Borregas Ave Art Concept
(Study Session)

Principal Planner Noren Caliva-Lepe, gave an introduction on the project and noted that while this project was not part of the City's art requirements, any comments from the commissioners will be forwarded to zoning. Ms. Caliva-Noren then introduced the District Design Lead from Google, Sarah Gill.

Ms. Gill gave a presentation on the art concept for 1390 Borregas Ave. Highlights included: location, visibility of artwork, scope, site specifics, mural considerations and the desire to collaborate with local artists.

The Commissioners inquired:

- Will the artists design digitally or work directly on tanks?
- How did you come come up with this idea?
- Is this part of the City Art Plan?
- Do tanks have an outside temperature?
- Is noise a factor?
- Would people want to go if it was noisy?
- Could a plaque or something be noted on how the tanks are helping the environment?
- How much of what you presented will be shared with potential artists?
- Are mosaics or glasswork options considered or just hand-painting?
- Is there a plan to keep it up to date?
- Could recognition of the artist be near the piece?

Ms. Gill or program staff or Ms. Caliva-Lepe responded:

- We feel the artist hand is important. However, we are open to vinyl.
- Other concepts were considered however, we did not want to art to be boxy or boring. Which helped this develop organically.
- No, this is not part of the City's Art Requirements.
- Wonderful point, Yes, we thought about having a display showing the importance.
- Ms. Caliva-Lepe noted that the site produces thermal energy which will be transferred to surrounding buildings.
- 50-60 db is general noise level.
- A noise study was conducted. City threshold is 75 db. The max noise was between 56-60 db.
- Yes, there is some ambient heat but would not impact art installation.
- All will be shared with the artists. We want this to be a collaborative process.
- We are open to other options. There are some requirements on the tanks. We cannot attach anything on. Other options may require a separate structure.
- Yes, we plan on addressing a maintenance plan.
- Ms. Caliva-Lepe mentioned that the City would require that it to be maintained and that any large changes would need to be brought back to planning.
- Yes, we would want to advertise the artist.

After all questions of commissioners were addressed, David Simons, a member of the public commented that since the area of the art is one of the most windy areas in the City, he would like to see something more kinetic. He also noted that there were other potential options for this area and that he'd like Google to consider having something on site that is maintained long term.

PRESENTATION[19-0892](#)**PRESENTATION - Creation of Webpage Highlighting City Artwork**

Community Services Manager, Trenton Hill gave a presentation on Creation of Webpage Highlighting City Art.

Highlights included: Goals of the website, website features, current website, examples of other public art websites. Commissioners were asked in looking at other sites as well to share the functions they liked.

Commissioners or Council Liaison inquired:

- Is the app Leadership Sunnyvale completed intended to be put on the website?
- Can we engage other groups to work with us?
- Is the current site available online?
- Why does the page not show up when I google a piece? Is it a search engine issue?
- How outdated is our current information?
- Are we looking at updating keywords and tags?
- Could we work with Leadership Sunnyvale on this?
- Council Liaison Goldman asked if the website could be moved up so that is easier to find?

Mr. Hill or staff responded:

- Yes and no. We do not have the current capability to make it work, however are looking in to options. Livermore's site is a good reference.
- Yes, we love partnership opportunities.
- Yes, you can find the current page on the City website.
- We are working with Communications about this and with the updated page, hope that items will be found easier.
- Community Services Coordinator, Kristin Dance, informed the Commission that the information could also be found on the Library page.
- The current page is approximately eight to ten years out of date.
- Yes, we will be looking at updating keywords and tags.
- Yes, we could work with Leadership Sunnyvale on this as a project.
- Communications has approved to move the site up.

ORAL COMMUNICATIONS

Member of the public and Vice Chair of the Planning Commission, David Simons

shared with the commission information on the upcoming work group that he and other commissioners will be working on related to art at the new Civic Center. He also shared information on an additional subcommittee that he hoped would form related to a Bicycle Tour.

Commissioners inquired:

- Can you share more information on the Civic Center group?

Community Services Coordinator, Kristin Dance mentioned that it would be a selection panel and that members of the Arts Commission would be invited, however they will be non-voting members as they will be voting when the art plans are brought back to the Arts Commission.

CONSENT CALENDAR

1 [19-0824](#) Approve the Arts Commission Meeting Minutes of July 17, 2019

Vice Chair Eskridge moved and Commissioner Serrone seconded the motion to approve the Arts Commission Meeting Minutes of July 17, 2019 as submitted. The motion carried by the following vote

Yes: 3 - Chair Vaughan
 Vice Chair Eskridge
 Commissioner Serrone

No: 0

Absent: 1 - Commissioner Gluckman

PUBLIC HEARINGS/GENERAL BUSINESS

2 [19-0904](#) Approve Art in Private Development Project - Steelwave (Central Station)/265 Sobrante Way

Community Services Coordinator, Kristin Dance, introduced Edward Nazaradeh. Mr. Nazaradeh, advisor of the project, provided information on the location, visibility of artwork, scope, site specifics, and why they pick the artist, John Krawczyk. Mr. Krawczyk shared information and an example of the artwork to be located at 265 Sobrante Way.

The Commissioners inquired:

- Will this be viewable from Central Expressway?
- Is the artwork on two sides?
- Were you excited when you saw the design?

- Is there space on the Pastoria side? Parking lot in-between homes and development?

Did you hesitate at all about doing this? Could have taken in-lieu option.

Mr. Nazaradeh or Mr. Krawczyk commented:

- Yes, it will be visible from Central Expressway.
- Yes, it will be two sides.
- Yes, we liked that it was three dimensional and eye catching.
- Yes, there will be space.
- We considered all options and decided that we wanted something unique and something that people would remember.

After all questions were addressed, Chair Vaughan asked if there was a motion to approve.

Commissioner Serrone moved and Vice Chair Eskridge seconded the motion to approve the artwork as it is proposed. The motion carried by the following vote:

Yes: 3 - Chair Vaughan
Vice Chair Eskridge
Commissioner Serrone

No: 0

Absent: 1 - Commissioner Gluckman

STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES

[19-0913](#)

Discussion and Consideration of Art Creation Process Study Issue

Vice Chair Eskridge gave a presentation on her proposed study issue that encourages developers to seek out diverse groups of people in the art creation process.

Commissioners or staff inquired:

- Do we have statistics on how many men, women, etc, of our current art?
- Are we encouraging them to seek out other options or change policy?
- Are we looking at re-examining the requirements?
- Will we be able to see the draft of what staff says?

Vice-Chair Eskridge or City Staff responded:

- I eyed what was on our current list and out of 80, there are four or five women. We did some some diversity, but the majority are those that can get a higher education art degree.
- Encourage the requirements related to diversity.
- Yes, we would want to see what the pros/cons of going this route as well as flush out how we would do it.
- Yes, we will have time to see it.

Vice Chair Eskridge moved and Commissioner Serrone seconded the motion to move forth with the proposed study issue. The motion carried by the following vote:

Yes: 3 - Chair Vaughan
Vice Chair Eskridge
Commissioner Serrone

No: 0

Absent: 1 - Commissioner Gluckman

NON-AGENDA ITEMS & COMMENTS

-Commissioner Comments

Commissioner Serrone shared that our Sister City may be interested in an art exchange. Chair Vaughan mentioned that we could do this as an exhibit in the gallery.

-Staff Comments

Superintendent of Community Services, Damon Sparacino, passed out the September 18 Superintendent Report and provided an overview of the items.

ADJOURNMENT

Chair Vaughan adjourned the meeting at 8:59 p.m.



City of Sunnyvale

Agenda Item

19-0814

Agenda Date: 10/8/2019

Information/Action Items

Information/Action Items - Council Directions to Staff

Date Requested	Directive/Action Required	Dept	Due Date	Completed
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	10/29/19	
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	
9/10/19	Prepare study session on district election sequencing. Include demographic information from other Cities in the bay area to inform Council on Mayor term, to include a chart with agency information.	OCA	Nov 2019	10/8/19

New Study/Budget Issues Sponsored by Council

Date Requested	Study/Budget Issue Topic	Requested By	Dept	Approved by City Manager
N/A	No Pending Study Issues.			

Initial Sponsor in **Bold**.

Following approval by the City Manager, study issues papers are posted to:

<https://sunnyvale.ca.gov/government/council/study/studyissues.htm>

Printed on 10/2/2019