



# City of Sunnyvale

## Notice and Agenda City Council

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Tuesday, November 5, 2019

7:00 PM

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

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### Regular Meeting - 7 PM

#### **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**

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

[19-0930](#) SPECIAL ORDER OF THE DAY - Picture Book Month

#### **PRESENTATION**

[19-1058](#) PRESENTATION - 2019 Municipal Information Systems Association of California (MISAC) Awards, Presented by MISAC Board Member Gaurav Garg

[19-1167](#) PRESENTATION - Foothill-De Anza Community College District Community Outreach Initiative, by District Chancellor Judy Miner

#### **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**    [19-0530](#)            Approve City Council Meeting Minutes of October 29, 2019

**Recommendation:** Approve the City Council Meeting Minutes of October 29, 2019 as submitted.

**1.B**    [19-0887](#)            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**    [19-0971](#)            Adopt the City's Investment Policy for Fiscal Year 2019/20

**Recommendation:** Adopt the City's Investment Policy for FY 2019/20 (Council Policy 7.1.2).

**1.D**    [19-1055](#)            Authorize the Issuance of a Purchase Order to Western Systems, Inc. for Fiber Optic Ethernet Access Devices (F19-239)

**Recommendation:** Authorize the issuance of a Purchase Order in the amount of \$166,785.60 excluding \$15,010.70 in sales tax, in substantially the same form as Attachment 2 to the report to Western Systems, Inc.

**1.E**    [19-1084](#)            Amend an Existing Construction Support Contract with Psomas for Construction Management of the Sunnyvale Cleanwater Program (F20-062)

**Recommendation:** Take the following actions:

- Authorize the City Manager to execute an amendment to an existing contract, in substantially the same format as Attachment 1 to the report, with Psomas, amending the scope of work to include Phase 2 Sunnyvale Cleanwater Program activities for Project 2.1: Existing Plant Rehabilitation - Split Flow, extending the term of the agreement until project completion, and increasing the not-to-exceed contract amount from \$8,665,632 to \$8,985,991, and
- Approve an additional 10% contract contingency in the amount of \$32,036.

- 1.F**     [19-1184](#)     Adopt Ordinance No. 3148-19 to amend Chapter 16.52 (FIRE CODE) of Title 16 (BUILDINGS AND CONSTRUCTION) of the Sunnyvale Municipal Code to Adopt by Reference the 2019 California Fire Code with Local Amendments and Related Findings

**Recommendation:** Adopt Ordinance No. 3148-19

- 1.G**     [19-1185](#)     Adopt Ordinance No. 3149-19 to amend 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

**Recommendation:** Adopt Ordinance No. 3149-19**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**        [19-0881](#)     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

**Recommendation:** Alternative 1: Authorize the City Manager to execute the Purchase and Sale Agreement, including the lease attached as in Exhibit D to the Agreement, in substantially the same form as Attachment 1 of the report, between the City of Sunnyvale and Sunnyvale Community Services for the purchase of real property located at 725 Kifer Road for \$5,830,000, and approve Budget Modification No. 10 in the amount of \$5,830,000

- 3      [19-1174](#)      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:** Staff recommends that the Council discuss the draft proposed amendments to Charter Article VI and provide direction regarding the proposed amendments to facilitate the drafting of the final Charter language for Council's consideration and approval at the Council's November 12 meeting.

- 4      [19-0677](#)      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 29, 2019, and the Proposed Sequence of Elections

**Recommendation:** Alternative 1: Provide direction to staff on specific maps to be considered for further community comment and consideration of election sequencing for each map at the Council's November 12 meeting.

- 5      [19-1162](#)      Introduce an Ordinance Amending Chapters 19.20 (Commercial Zoning Districts), 19.22 (Industrial Zoning Districts), and 19.24 (Office and Public Facilities Zoning Districts) and Adopt a Resolution to Amend the Land Use and Transportation Element of the General Plan to Clarify the Allowance of Residential Uses in Non-Residential Zoning Districts and Find that the Action is Exempt from the California Environmental Quality Act

**Recommendation:** Alternative 1: Introduce an Ordinance Amending Chapters 19.20 (Commercial Zoning Districts), 19.22 (Industrial Zoning Districts), and 19.24 (Office and Public Facilities Zoning Districts) (Attachment 3 to the report) and Adopt a Resolution to Amend the Land Use and Transportation Element of the General Plan to Clarify the Allowance of Residential Uses in Non-Residential Zoning Districts (Attachment 2 to the report) and Find that the Action is Exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

#### **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.*

<a href="#">19-0748</a>	Tentative Council Meeting Agenda Calendar
<a href="#">19-0809</a>	Board/Commission Meeting Minutes
<a href="#">19-0816</a>	Information/Action Items
<a href="#">19-0562</a>	Update Regarding the City Council Regular Meeting Calendar for 2020 through February 2021 and Potential Conflicts With Religious Holidays (Information Only)
<a href="#">19-1161</a>	Study Session Summary of October 8, 2019 - Level of Service (LOS) to Vehicle Miles Traveled (VMT) Transition Update
<a href="#">19-1172</a>	Notice of Public Works Director's Decision on Final Maps

(Information Only)

## **ADJOURNMENT**

### **NOTICE TO THE PUBLIC**

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

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

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

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

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

### **Planning to provide materials to Council?**

*If you wish to provide the City Council with copies of your presentation materials, please provide 12 copies of the materials to the City Clerk (located to the left of*

*the Council dais). The City Clerk will distribute your items to the Council.*

**Upcoming Meetings**

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



# City of Sunnyvale

## Agenda Item

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**19-0930**

**Agenda Date:** 11/5/2019

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SPECIAL ORDER OF THE DAY - Picture Book Month



# City of Sunnyvale

## Agenda Item

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19-1058

Agenda Date: 11/5/2019

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PRESENTATION - 2019 Municipal Information Systems Association of California (MISAC) Awards,  
Presented by MISAC Board Member Gaurav Garg

- Quality Visual Information Award: The Procurement Process
- Quality IT Practices
- Award for Excellence in Information Technology Practices



# City of Sunnyvale

## Agenda Item

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19-1167

Agenda Date: 11/5/2019

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PRESENTATION - Foothill-De Anza Community College District Community Outreach Initiative, by District Chancellor Judy Miner



# City of Sunnyvale

## Agenda Item

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19-0530

Agenda Date: 11/5/2019

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### **SUBJECT**

Approve City Council Meeting Minutes of October 29, 2019

### **RECOMMENDATION**

Approve the City Council Meeting Minutes of October 29, 2019 as submitted.



# City of Sunnyvale

## Meeting Minutes - Draft City Council

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Tuesday, October 29, 2019

6:00 PM

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

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

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

#### **1 Call to Order in the Council Chambers**

Vice Mayor Melton called the meeting to order at 6:00 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

Vice Mayor Melton announced Council will hear agenda item 3- Public Comment after agenda item 4- Study Session.

#### **4 Study Session**

[19-1117](#) Presentation and Discussion of Election Sequencing Principles for City Council By-District Elections

Marguerite Mary Leoni, Nielsen Merksamer Parrinello Gross & Leoni provided the staff report and presentation.

#### **3 Public Comment**

Public comment opened at 6:47 p.m.

Linda Davis commented regarding the deadlines associated with the proposed March 2020 ballot measure versus district map and associated election sequencing.

Mike Serrone voiced support for maintaining staggered Council terms.

Murali Srinivasan shared support for encouraging voter participation as a primary election sequencing criterion.

Diane Gleason promoted the idea of an independent commission to determine final district maps and associated sequencing.

Steve Scandalis communicated support for including all districts in the November 2020 election.

Martin Pyne commented regarding demographics of voters in recent elections.

Public comment closed at 6:57 p.m.

## **5 Adjourn Special Meeting**

Vice Mayor Melton adjourned the meeting at 6:57 p.m.

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

### **CALL TO ORDER**

Mayor Klein called the meeting to order at 7:05 p.m.

### **SALUTE TO THE FLAG**

### **ROLL CALL**

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

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

[19-0232](#) SPECIAL ORDER OF THE DAY - Ceremonial Oath of Office  
for Board and Commission Members

City Clerk David Carnahan administered the Oath of Office to incoming Board and Commission Members.

**ORAL COMMUNICATIONS**

James Tuleya voiced support for Reach Codes.

Steve Scandalis shared concerns regarding a 6+1-member district voting system.

Mark Richardson voiced concern regarding the recent vehicle collision injuring three children at the intersection of Poplar Avenue and El Camino Real and urged the City to act to improve intersection safety.

Kristel Wickham communicated support for Reach Codes.

Angela Quizon voiced concern regarding the recent vehicle collision and urged the City to act to improve intersection safety.

Tara Martin-Milius shared details of Leadership Sunnyvale and support for Reach Codes.

Mike Balma communicated support for Reach Codes.

Dashiell Leeds, Conservation Assistant, Sierra Club Loma Prieta Chapter, shared support for Reach Codes.

Ida Rose Sylvester, Fossil Free Buildings Campaign of Silicon Valley and Carbon Free Mountain View Board Member, voiced support for Reach Codes.

Danielle Jennings, Platinum Advisors, shared details of Valley Transportation Authority (VTA) governance outreach.

Rivka Scheinkman voiced concern regarding the recent vehicle collision and urged the City to act to improve intersection safety.

Allaicha Marilene communicated concern regarding the recent vehicle collision and urged the City to act to improve intersection safety.

Jeff Calareso shared concern regarding the recent vehicle collision and urged the City to act to improve intersection safety.

Eddie Scurry voiced concern regarding the recent vehicle collision and urged the

City to act to improve intersection safety.

Kalpana R. voiced concern regarding the recent vehicle collision and urged the City to act to improve intersection safety.

Diane Gleeson voiced details of greenhouse gas increases and support for Reach Codes.

Brian Becker shared concern regarding the recent vehicle collision and urged the City to act to improve intersection safety.

Merman Ocha communicated concern regarding the recent vehicle collision and urged the City to act to improve intersection safety.

Jennifer Anthony voiced concern regarding the recent vehicle collision and urged the City to act to improve intersection safety.

Ernest Aguayo shared concern regarding the recent vehicle collision and urged the City to act to improve intersection safety.

Kristen Manos voiced concern regarding the recent vehicle collision and urged the City to act to improve intersection safety.

Kristin Farnham shared concern regarding the recent vehicle collision and urged the City to act to improve intersection safety.

### **CONSENT CALENDAR**

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

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**      [19-0834](#)      Approve City Council Meeting Minutes of October 8, 2019

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

**1.B**      [19-0886](#)      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**      [19-0993](#)      Adopt a Resolution to Authorize Certain City Officials and a  
City Contractor Access to Sales and Use Tax Records

Adopt a Resolution to authorize certain City Officials and a city contractor access to  
Sales and Use Tax Records.

**1.D**      [19-1077](#)      Adopt Resolutions Approving Amendments to the City's  
Contribution for CalPERS Medical Insurance for Management,  
SEA, Confidential, and SEIU Employees and Annuitants  
(Retirees)

Adopt two resolutions: (1) setting the employer's contribution under the Public  
Employees' Medical and Hospital Care Act ("PEMHCA") for 2020; and (2) amending  
Salary Resolution No. 190-05 to modify the City's contribution for medical insurance  
for Management, SEA, Confidential, and SEIU employees and annuitants (retirees).

**1.E**      [19-1071](#)      Award a Contract to Can/Am Technologies, Inc. for Software  
Licensing and Implementation Services for the Teller  
Point-of-Sale System (F20-065)

Take the following actions:

- Award a Software as a Service (SaaS) Agreement in substantially the same form  
as Attachment 1 of the report in the amount of \$583,523 (\$90,250 in implementation  
services, optional implementation services including hardware in the amount of  
\$25,580 and \$467,693 for a 10-year Teller license agreement) to Can/Am  
Technologies, Inc. for implementation services and SaaS cloud licensing of the  
Teller Point of Sale System; and
- Authorize the City Manager to execute the SaaS Agreement when all conditions  
have been met; and
- Approve a 10% contingency in the amount of \$11,583.

**1.F**      [19-1154](#)      Award of Bid No. PW19-22 to Roofing & Solar Construction  
Inc. for the Roof Replacement of the Chemical Building at the

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Water Pollution Control Plant Project and Finding of California  
Environmental Quality Act Categorical Exemption

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; and
- Approve a 10% construction contingency in the amount of \$14,800.

- 1.G**      [19-1060](#)      Approve Amendments to Council Policy 7.2.19 (Boards and Commissions) as Requested by the City Council

Approve the Council Subcommittee's recommended amendments as presented in Attachment 1 to the report, that reflect the Council direction provided at the August 27, 2019 meeting.

**PUBLIC HEARINGS/GENERAL BUSINESS**

- 2**            [19-1168](#)      Report on Recently Discovered Demographic Dataset Errors Regarding Citizen Voting Age Population Counts in Proposed District Maps Processed by National Demographics Corporation

Deputy City Manager Jaqui Guzman and Douglas Johnson, National Demographics Corporation provided the staff report.

Public Hearing opened at 8:07 p.m.

Martin Pyne voiced support for Alternative 1 and shared that he submitted a map alternative.

Public Hearing closed at 8:08 p.m.

MOTION: Vice Mayor Melton moved and Councilmember Larsson seconded the motion to direct staff continue moving forward with Maps 107A, 120A, 120C, and 121A for further consideration on November 5.

The motion carried with the following vote:

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

**No: 0**

- 3**      [19-1133](#)      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

City Attorney John Nagel provided the staff report.

Public Hearing opened at 8:44 p.m.

Sean Dugar, Director of Programs and Strategy, California Common Cause shared support for an independent redistricting commission and offered to partner with the City in this effort.

Linda Davis voiced support for an independent redistricting commission and leaving redistricting details out of the March 2020 charter amendment.

Mike Serrone shared support for a 12-year term limit and an independent redistricting commission.

Richard Mehlinger voiced support for a 12-year term limit, with no more than 2 terms in the same position and for an independent redistricting commission.

Martin Pyne shared support for an independent redistricting commission.

Public Hearing closed at 8:58 p.m.

MOTION: Vice Mayor Melton moved to add to Charter Section 603 b, “notwithstanding the following a Councilmember elected at large in 2018 cannot run for district based election without first resigning.”

Motion failed due to the lack of a second.

Council took a recess at 9:50 p.m. and reconvened at 10:02 p.m. with all Councilmembers present.

MOTION: Vice Mayor Melton moved and Mayor Klein seconded the motion to include language in the ballot measure to grant Council authority to address redistricting via ordinance.

The motion carried with the following vote:

**Yes:** 4 - Mayor Klein  
Vice Mayor Melton  
Councilmember Larsson  
Councilmember Hendricks

**No:** 1 - Councilmember Goldman

**Abstain:** 2 - Councilmember Smith  
Councilmember Fong

- 4      [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

Fire Marshal Lynne Kilpatrick provided the staff report.

Public Hearing opened at 10:49 p.m.

No speakers.

Public Hearing closed at 10:49 p.m.

City Clerk David Carnahan read the Ordinance title for the record.

MOTION: Vice Mayor Melton moved and Councilmember Hendricks seconded the motion to approve Alternative 1: Introduce the 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 (CEQA) under CEQA Guidelines Section 15308, 15305, and 15061.

The motion carried with the following vote:

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

**No:** 0

- 5      [19-0624](#)      Public Hearing and 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

Chief Building Official Suzanne Park provided the staff report.

Public Hearing opened at 11:02 p.m.

No speakers.

Public Hearing closed at 11:02 p.m.

City Clerk David Carnahan read the Ordinance title for the record.

MOTION: Councilmember Hendricks moved and Councilmember Smith seconded the motion to approve Alternative 1: Introduce an 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 (Attachment 1 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**

### **ORAL COMMUNICATIONS**

Richard Mehlinger shared environmental impacts and collision dangers caused by cars. He voiced support for quick build solutions to address traffic dangers.

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

Councilmember Larsson shared his attendance at a Cities Association of Santa Clara County meeting where the Association supported a planning collaborative instead of a Regional Housing Needs Assessment (RHNA) Subregion. He reported his attendance at a Caltrain Local Policymaker Group meeting. Highspeed Rail from San Jose to Merced was discussed at the meeting along with additional goals for Caltrain beyond fare box recovery.

Councilmember Smith reported her attendance at three Silicon Valley Clean Energy meetings. The need for additional carbon free power was discussed. The Board directed staff to explore buying nuclear energy and reselling the energy to other utilities. She shared her attendance at the League of California Cities Annual Conference along with her appointment as the Women's Caucus President.

Mayor Klein shared his attendance at a Valley Water meeting. Staff shared that Valley Water maintained water service during recent Pacific Gas and Electric Public Safety Power Shutoffs.

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

#### **-Council**

Councilmember Goldman requested the City address the recent vehicle collision at the intersection of Poplar Avenue and El Camino Real along with intersection improvements.

**-City Manager**

City Manager Kent Steffens announced, beginning with the November 5 Council meeting, staff presentations will be posted online the day before each Council meeting.

**INFORMATION ONLY REPORTS/ITEMS**

- |                         |  |
|-------------------------|--|
| <a href="#">19-0705</a> | Tentative Council Meeting Agenda Calendar                                |
| <a href="#">19-0808</a> | Board/Commission Meeting Minutes   |
| <a href="#">19-0815</a> | Information/Action Items   |
| <a href="#">19-0627</a> | Hotel Tourism Business Improvement District Update<br>(Information Only) |

**ADJOURNMENT**

Mayor Klein adjourned the meeting at 11:25 p.m.



# City of Sunnyvale

## Agenda Item

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19-0887

Agenda Date: 11/5/2019

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### REPORT TO COUNCIL

#### **SUBJECT**

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

#### **BACKGROUND**

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

<u>List No.</u>	<u>Date</u>	<u>Total Disbursements</u>
995	10-13-19 through 10-19-19	\$7,765,247.89

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

10/22/2019

City of Sunnyvale

**LIST # 995****List of All Claims and Bills Approved for Payment**  
**For Payments Dated 10/13/2019 through 10/19/2019**

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
xxx318624	10/15/19	24 HOUR FITNESS	2019-2020MBR	City Wellness Program	1,500.00	0.00	1,500.00	<b>\$1,500.00</b>
xxx318625	10/15/19	AMA MEDINA CONSTRUCTION	SAM1160	Construction Services	4,300.00	0.00	4,300.00	<b>\$4,300.00</b>
xxx318626	10/15/19	AT&T	81619D0713221	Engineering Services	71,603.49	0.00	71,603.49	<b>\$71,603.49</b>
xxx318628	10/15/19	ALTEC INDUSTRIES INC	11247574	Parts, Vehicles & Motor Equip	27.62	0.00	27.62	<b>\$27.62</b>
xxx318629	10/15/19	AMAZON CAPITAL SERVICES INC	146G-G9VJ-KYF	General Supplies	13.37	0.00	13.37	<b>\$236.03</b>
			K					
			17NJ-4VQ3-YLN	General Supplies	-7.54	0.00	-7.54	
			T					
			19TG-9LGT-369	General Supplies	81.86	0.00	81.86	
			P					
			1F1R-TF3H-7NY	General Supplies	28.44	0.00	28.44	
			L					
			1Y6M-LLR6-4LC	Parts, Vehicles & Motor Equip	119.90	0.00	119.90	
			P					
xxx318630	10/15/19	AMFASOFT CORP	OFELIA-01	DED Services/Training - Training	4,500.00	0.00	4,500.00	<b>\$4,500.00</b>
xxx318631	10/15/19	APPLEONE EMPLOYMENT SERVICES	01-5281270	Salaries - Contract Personnel	6,135.39	0.00	6,135.39	<b>\$16,305.83</b>
			01-5372861	Salaries - Contract Personnel	5,257.91	0.00	5,257.91	
			01-5381556	Salaries - Contract Personnel	4,912.53	0.00	4,912.53	
xxx318633	10/15/19	ASCENT ENVIRONMENTAL	18010029.01-8	Consultants	688.10	0.00	688.10	<b>\$6,213.70</b>
			18010084.01-11	Developer Passthroughs-Downtown Projects	5,525.60	0.00	5,525.60	
xxx318634	10/15/19	BADGER METER INC	1322409	Water Meters	26,341.77	0.00	26,341.77	<b>\$38,907.15</b>
			1322678	Water Meters	10,041.60	0.00	10,041.60	
			1324042	Inventory Purchase	2,523.78	0.00	2,523.78	
xxx318635	10/15/19	BAE URBAN ECONOMICS	2375-AUG19R	Consultants	2,744.30	0.00	2,744.30	<b>\$2,744.30</b>
xxx318636	10/15/19	BOETHING TREELAND FARMS INC	SI-1209571	Materials - Land Improve	87.40	0.00	87.40	<b>\$87.40</b>
xxx318637	10/15/19	BOUND TREE MEDICAL LLC	83370434	Inventory Purchase	997.35	0.00	997.35	<b>\$997.35</b>
xxx318638	10/15/19	BUCKLES-SMITH ELECTRIC CO	3153363-00	Electrical Parts & Supplies	390.62	0.00	390.62	<b>\$1,229.20</b>
			3157698-00	Electrical Parts & Supplies	77.10	0.00	77.10	
			3157698-01	Electrical Parts & Supplies	26.29	0.00	26.29	

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			3157698-02	Electrical Parts & Supplies	735.19	0.00	735.19	
xxx318639	10/15/19	CALIFORNIA DEPT OF GENERAL SERVICES	1417024	Utilities - Gas	31,410.52	0.00	31,410.52	<b>\$31,410.52</b>
xxx318640	10/15/19	CALIFORNIA DEPT OF TAX & FEE ADMIN	JUL-SEPT2019	Taxes & Licenses - Misc	1,602.78	0.00	1,602.78	<b>\$1,602.78</b>
xxx318641	10/15/19	CALIFORNIA SPORTS CENTER	CSC0919	Rec Instructors/Officials	79,934.27	0.00	79,934.27	<b>\$79,934.27</b>
xxx318642	10/15/19	CALLANDER ASSOCIATES LANDSCAPE ARCHITEC	18054-11	Consultants	5,814.02	0.00	5,814.02	<b>\$5,814.02</b>
xxx318643	10/15/19	CALTEST ANALYTICAL LABORATORY	602927	Water Lab Services	1,605.00	0.00	1,605.00	<b>\$1,605.00</b>
xxx318644	10/15/19	CANON SOLUTIONS AMERICA, INC.	4030041084	Misc Equip Maint & Repair - Materials	528.99	0.00	528.99	<b>\$528.99</b>
xxx318645	10/15/19	CAROLE CHILDRESS	GRANT#E11920	Miscellaneous Services	1,850.00	0.00	1,850.00	<b>\$1,850.00</b>
			-1					
xxx318646	10/15/19	CAROLLO ENGINEERS	0179786	Professional Services	75,201.19	0.00	75,201.19	<b>\$75,201.19</b>
xxx318647	10/15/19	CENTURY GRAPHICS	52132	Clothing, Uniforms & Access	719.93	0.00	719.93	<b>\$1,558.01</b>
			52228	Clothing, Uniforms & Access	838.08	0.00	838.08	
xxx318648	10/15/19	CLINICAL HEALTH APPRAISALS	92519	City Wellness Program	2,142.00	0.00	2,142.00	<b>\$2,142.00</b>
xxx318649	10/15/19	COAST COUNTIES PETERBILT	0184657P	Parts, Vehicles & Motor Equip	152.58	0.00	152.58	<b>\$152.58</b>
xxx318650	10/15/19	D & M TRAFFIC SERVICES INC	67911	Inventory Purchase	3,466.20	0.00	3,466.20	<b>\$5,323.56</b>
			67913	Inventory Purchase	1,857.36	0.00	1,857.36	
xxx318651	10/15/19	D W NICHOLSON CORP	12818	Salaries - Contract Personnel	20,360.40	0.00	20,360.40	<b>\$20,360.40</b>
xxx318652	10/15/19	DE ANZA APPLIANCE	1019-0486-3413	Facilities Maintenance & Repair Labor	155.00	0.00	155.00	<b>\$155.00</b>
xxx318653	10/15/19	DISCOUNT SCHOOL SUPPLY	W40412070101	General Supplies	210.32	0.00	210.32	<b>\$210.32</b>
xxx318655	10/15/19	FEDEX	6-743-64137	Mailing & Delivery Services	20.54	0.00	20.54	<b>\$20.54</b>
xxx318656	10/15/19	FERGUSON WATERWORKS	1469102	General Supplies	69.75	0.00	69.75	<b>\$69.75</b>
xxx318657	10/15/19	FLEETPRIDE INC	36105779	Parts, Vehicles & Motor Equip	59.20	0.00	59.20	<b>\$387.11</b>
			36110270	Parts, Vehicles & Motor Equip	100.89	0.00	100.89	
			36270274	Parts, Vehicles & Motor Equip	204.08	0.00	204.08	
			36435691	Parts, Vehicles & Motor Equip	22.94	0.00	22.94	
xxx318658	10/15/19	FOSTER BROS SECURITY SYSTEMS INC	314859	Bldg Maint Matls & Supplies	545.00	0.00	545.00	<b>\$545.00</b>
xxx318659	10/15/19	FRANCISCO & ASSOC INC	3171	Financial Services	300.00	0.00	300.00	<b>\$3,800.00</b>
			3172	Financial Services	2,000.00	0.00	2,000.00	
			3173	Financial Services	1,500.00	0.00	1,500.00	
xxx318660	10/15/19	FRANCISCO & ASSOC INC	3175	Financial Services	2,100.00	0.00	2,100.00	<b>\$2,100.00</b>

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xxx318661	10/15/19	GCS ENVIRONMENTAL EQUIPMENT SERVICES INC	20136	Parts, Vehicles & Motor Equip	217.59	0.00	217.59	<b>\$217.59</b>
xxx318662	10/15/19	GOLDEN GATE TRUCK CENTER	F005943456:01	Parts, Vehicles & Motor Equip	85.04	0.00	85.04	<b>\$85.04</b>
xxx318663	10/15/19	GOODYEAR COMMERCIAL TIRE & SERVICE CTR	189-1102135	Parts, Vehicles & Motor Equip	10.91	0.00	10.91	<b>\$10.91</b>
xxx318664	10/15/19	GRAINGER	9299567090	General Supplies	175.53	0.00	175.53	<b>\$614.97</b>
			9299932088	General Supplies	346.43	0.00	346.43	
			9299932096	General Supplies	93.01	0.00	93.01	
xxx318665	10/15/19	HYDROSCIENCE ENGINEERS INC	262001103	Engineering Services	2,730.00	0.00	2,730.00	<b>\$2,730.00</b>
xxx318667	10/15/19	ICE MACHINE RENTALS	53325	Miscellaneous Services	150.08	0.00	150.08	<b>\$150.08</b>
xxx318668	10/15/19	INTERNATIONAL CODE COUNCIL INC	1001100486	Books & Publications	374.91	0.00	374.91	<b>\$374.91</b>
xxx318669	10/15/19	JOANNE BOND COACHING	3594	City Training Program	350.00	0.00	350.00	<b>\$350.00</b>
xxx318670	10/15/19	JOHNSON ROBERTS & ASSOC INC	140495	Investigation Expense	17.50	0.00	17.50	<b>\$35.00</b>
			140786	Investigation Expense	17.50	0.00	17.50	
xxx318671	10/15/19	KMVT COMMUNITY TELEVISION	7497A	Engineering Services	5,587.18	0.00	5,587.18	<b>\$5,587.18</b>
xxx318672	10/15/19	KAREN L PIKE	KLP800-001	Medical Services	4,250.00	0.00	4,250.00	<b>\$4,250.00</b>
xxx318673	10/15/19	KELLY MOORE PAINT CO INC	820-395300	Bldg Maint Matls & Supplies	97.86	0.00	97.86	<b>\$117.03</b>
			820-395424	Bldg Maint Matls & Supplies	19.17	0.00	19.17	
xxx318674	10/15/19	KEVIN JOHNSON PAINTING	STLGHTPOLE18 #0	Construction Services	90,383.00	0.00	90,383.00	<b>\$90,383.00</b>
xxx318675	10/15/19	LC ACTION POLICE SUPPLY	402450	Ammunition	545.00	0.00	545.00	<b>\$545.00</b>
xxx318676	10/15/19	LANGAN ENGINEERING AND ENVIRONMENTAL	LAN0295827	Consultants	18,240.75	0.00	18,240.75	<b>\$18,240.75</b>
xxx318678	10/15/19	LUX BUS AMERICA	43354	Excursions	1,472.50	0.00	1,472.50	<b>\$1,472.50</b>
xxx318679	10/15/19	MAGICAL BRIDGE FOUNDATION	152	Architectural and Design Services	125,000.00	0.00	125,000.00	<b>\$125,000.00</b>
xxx318680	10/15/19	MARK ORSON MCRAE	SEPT 26, 2019	City Training Program	1,541.33	0.00	1,541.33	<b>\$1,541.33</b>
xxx318681	10/15/19	MARSHA HOVEY, LLC	SV-011	Professional Services	4,125.00	0.00	4,125.00	<b>\$4,125.00</b>
xxx318682	10/15/19	MCMASTER CARR SUPPLY CO	16207854	General Supplies	15.10	0.00	15.10	<b>\$15.10</b>
xxx318683	10/15/19	MUNICIPAL MAINTENANCE EQUIPMENT INC	0141968-IN	Parts, Vehicles & Motor Equip	216.78	0.00	216.78	<b>\$2,244.07</b>
			0141969-IN	Parts, Vehicles & Motor Equip	2,027.29	0.00	2,027.29	
xxx318684	10/15/19	NAPA AUTO PARTS	5983-476458	Parts, Vehicles & Motor Equip	124.24	0.00	124.24	<b>\$1,354.53</b>
			5983-486035	Parts, Vehicles & Motor Equip	21.43	0.00	21.43	

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			5983-490664	Parts, Vehicles & Motor Equip	7.89	0.00	7.89	
			5983-490728	Parts, Vehicles & Motor Equip	57.97	0.00	57.97	
			5983-491099	Parts, Vehicles & Motor Equip	20.08	0.00	20.08	
			5983-491142	Parts, Vehicles & Motor Equip	33.25	0.00	33.25	
			5983-491150	Inventory Purchase	216.80	0.00	216.80	
			5983-491219	Parts, Vehicles & Motor Equip	20.82	0.00	20.82	
			5983-491688	Parts, Vehicles & Motor Equip	13.47	0.00	13.47	
			5983-491784	Parts, Vehicles & Motor Equip	12.36	0.00	12.36	
			5983-491791	Parts, Vehicles & Motor Equip	22.66	0.00	22.66	
			5983-491827	Parts, Vehicles & Motor Equip	10.28	0.00	10.28	
			5983-491965	Parts, Vehicles & Motor Equip	41.43	0.00	41.43	
			5983-491973	Parts, Vehicles & Motor Equip	40.59	0.00	40.59	
			5983-492059	Parts, Vehicles & Motor Equip	20.99	0.00	20.99	
			5983-492159	Parts, Vehicles & Motor Equip	33.33	0.00	33.33	
			5983-492218REV	Inventory Purchase	-216.80	0.00	-216.80	
			5983-492694	Parts, Vehicles & Motor Equip	76.50	0.00	76.50	
			5983-492818	Parts, Vehicles & Motor Equip	48.78	0.00	48.78	
			5983-492878	Parts, Vehicles & Motor Equip	87.54	0.00	87.54	
			5983-492900	Parts, Vehicles & Motor Equip	71.51	0.00	71.51	
			5983-492901	Parts, Vehicles & Motor Equip	26.50	0.00	26.50	
			5983-493069	Parts, Vehicles & Motor Equip	16.92	0.00	16.92	
			5983-493159	Parts, Vehicles & Motor Equip	24.90	0.00	24.90	
			5983-493294	Parts, Vehicles & Motor Equip	15.59	0.00	15.59	
			5983-493328	Parts, Vehicles & Motor Equip	118.36	0.00	118.36	
			5983-493367	Parts, Vehicles & Motor Equip	98.70	0.00	98.70	
			5983-493375	Parts, Vehicles & Motor Equip	31.46	0.00	31.46	
			5983-493429	Parts, Vehicles & Motor Equip	75.84	0.00	75.84	
			5983-493430	Parts, Vehicles & Motor Equip	16.92	0.00	16.92	
			5983-493553	Parts, Vehicles & Motor Equip	14.29	0.00	14.29	
			5983-493765	Parts, Vehicles & Motor Equip	105.20	0.00	105.20	
			5983-494338	Parts, Vehicles & Motor Equip	33.08	0.00	33.08	

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			5983-494339	Parts, Vehicles & Motor Equip	11.65	0.00	11.65	
xxx318687	10/15/19	PDM STEEL SERVICE CENTERS INC	832570-01	Parts, Vehicles & Motor Equip	147.35	0.00	147.35	<b>\$289.32</b>
			832680-01	Parts, Vehicles & Motor Equip	141.97	0.00	141.97	
xxx318688	10/15/19	PETERSON TRUCKS	195026P	Parts, Vehicles & Motor Equip	135.44	0.00	135.44	<b>\$536.46</b>
			195186P	Parts, Vehicles & Motor Equip	92.12	0.00	92.12	
			410167P	Parts, Vehicles & Motor Equip	112.52	0.00	112.52	
			410459P	Parts, Vehicles & Motor Equip	196.38	0.00	196.38	
xxx318689	10/15/19	PRIORITY 1 PUBLIC SAFETY EQUIPMENT	7547	Auto Maint & Repair - Labor	1,350.00	0.00	1,350.00	<b>\$3,254.81</b>
			7547	Auto Maint & Repair - Materials	1,904.81	0.00	1,904.81	
xxx318690	10/15/19	R & B CO	S1873657.001	Water Backflow Valves	2,504.18	0.00	2,504.18	<b>\$9,238.20</b>
			S1874671.001	Materials - Land Improve	468.70	0.00	468.70	
			S1876606.001	Electrical Parts & Supplies	4,734.96	0.00	4,734.96	
			S1885763.001	Miscellaneous Equipment	1,530.36	0.00	1,530.36	
xxx318691	10/15/19	RDO EQUIPMENT CO	P89040	Parts, Vehicles & Motor Equip	937.97	0.00	937.97	<b>\$937.97</b>
xxx318692	10/15/19	REEDS INDOOR RANGE	618108	Real Property Rental/Lease	70.00	0.00	70.00	<b>\$70.00</b>
xxx318693	10/15/19	ROGER D HIGDON	2019-9639H	Consultants	976.58	0.00	976.58	<b>\$976.58</b>
xxx318694	10/15/19	ROYAL BRASS INC	901625-001	Parts, Vehicles & Motor Equip	497.69	0.00	497.69	<b>\$4,261.76</b>
			902009-001	Parts, Vehicles & Motor Equip	223.10	0.00	223.10	
			902150-001	Parts, Vehicles & Motor Equip	58.47	0.00	58.47	
			902252-001	Parts, Vehicles & Motor Equip	83.91	0.00	83.91	
			902295-001	Parts, Vehicles & Motor Equip	16.18	0.00	16.18	
			902652-001	Parts, Vehicles & Motor Equip	42.61	0.00	42.61	
			903063-001	Parts, Vehicles & Motor Equip	19.76	0.00	19.76	
			903353-001	Parts, Vehicles & Motor Equip	12.63	0.00	12.63	
			903632-001	Parts, Vehicles & Motor Equip	8.45	0.00	8.45	
			904480-001	Parts, Vehicles & Motor Equip	195.28	0.00	195.28	
			904847-001	Parts, Vehicles & Motor Equip	58.47	0.00	58.47	
			904921-001	Parts, Vehicles & Motor Equip	302.85	0.00	302.85	
			906350-001	Parts, Vehicles & Motor Equip	308.22	0.00	308.22	
			906457-001	Parts, Vehicles & Motor Equip	243.27	0.00	243.27	
			906485-001	Parts, Vehicles & Motor Equip	544.91	0.00	544.91	

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xxx318696	10/15/19	SAFEWAY INC	906701-001	Parts, Vehicles & Motor Equip	536.79	0.00	536.79	
			906785-001	Parts, Vehicles & Motor Equip	755.17	0.00	755.17	
			906800-001	Parts, Vehicles & Motor Equip	2.33	0.00	2.33	
			907202-001	Parts, Vehicles & Motor Equip	105.49	0.00	105.49	
			907423-001	Parts, Vehicles & Motor Equip	94.60	0.00	94.60	
			907526-001	Parts, Vehicles & Motor Equip	128.14	0.00	128.14	
			907657-001	Parts, Vehicles & Motor Equip	23.44	0.00	23.44	
			721196-092519	Employee Recognition Expenses	46.19	0.00	46.19	<b>\$135.80</b>
			722048-091019	General Supplies	6.07	0.00	6.07	
			726209-100319	General Supplies	42.64	0.00	42.64	
xxx318697	10/15/19	SHRED-IT USA LLC	803549-093019	Food Products	5.00	0.00	5.00	
			805506-100219	General Supplies	35.90	0.00	35.90	
			8128238404	Records Related Services	124.88	0.00	124.88	<b>\$124.88</b>
xxx318698	10/15/19	SILICON VALLEY AUTOBODY INC	41311	Auto Maint & Repair - Labor	1,133.50	0.00	1,133.50	<b>\$2,097.07</b>
			41311	Auto Maint & Repair - Materials	963.57	0.00	963.57	
xxx318699	10/15/19	SMART & FINAL INC	039009-093019	General Supplies	172.20	0.00	172.20	<b>\$575.71</b>
			043485-092719	Food Products	255.78	0.00	255.78	
			043485-092719	General Supplies	4.35	0.00	4.35	
			057517-092419	Food Products	87.18	0.00	87.18	
			057518-092419	General Supplies	56.20	0.00	56.20	
xxx318700	10/15/19	STEVEN C DOLEZAL PHD	JULY2019	General Supplies	600.00	0.00	600.00	<b>\$600.00</b>
xxx318701	10/15/19	STEVENS CREEK CHRYSLER JEEP DODGE	365292	Parts, Vehicles & Motor Equip	129.12	0.00	129.12	<b>\$991.54</b>
			365305	Parts, Vehicles & Motor Equip	862.42	0.00	862.42	
xxx318702	10/15/19	SUNNYVALE DOWNTOWN ASSN	100919 CK REQ	Community Services Grant	15,989.94	0.00	15,989.94	<b>\$15,989.94</b>
xxx318703	10/15/19	SUNNYVALE FORD	156446	Parts, Vehicles & Motor Equip	96.92	0.00	96.92	<b>\$348.26</b>
			156454	Parts, Vehicles & Motor Equip	32.22	0.00	32.22	
			156478	Parts, Vehicles & Motor Equip	77.56	0.00	77.56	
			156596	Parts, Vehicles & Motor Equip	13.72	0.00	13.72	
			156751	Parts, Vehicles & Motor Equip	146.61	0.00	146.61	
			156791	Parts, Vehicles & Motor Equip	35.73	0.00	35.73	
			CM155300	Parts, Vehicles & Motor Equip	-54.50	0.00	-54.50	

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xxx318704	10/15/19	THOMSON REUTERS WEST	841036214	Books & Publications	1,825.80	0.00	1,825.80	<b>\$1,825.80</b>
xxx318705	10/15/19	TURF & INDUSTRIAL EQUIPMENT CO	IV32241	Parts, Vehicles & Motor Equip	19.40	0.00	19.40	<b>\$351.31</b>
			IV32322	Parts, Vehicles & Motor Equip	206.01	0.00	206.01	
			IV32413	Parts, Vehicles & Motor Equip	125.90	0.00	125.90	
xxx318706	10/15/19	USA BLUEBOOK	032867	Miscellaneous Equipment	555.39	0.00	555.39	<b>\$555.39</b>
xxx318707	10/15/19	UNITED SITE SERVICES OF CALIFORNIA INC	114-9231293	Facilities Maintenance & Repair Labor	382.65	0.00	382.65	<b>\$382.65</b>
xxx318709	10/15/19	VENETA KANELAKOS	7775235-Q4P1B1	DED Services/Training - Books	139.00	0.00	139.00	<b>\$544.00</b>
			7876423-N6W1F9	DED Services/Training - Books	405.00	0.00	405.00	
xxx318710	10/15/19	VERDE DESIGN INC	21-1713500	Engineering Services	6,354.44	0.00	6,354.44	<b>\$6,354.44</b>
xxx318711	10/15/19	WEATHERSHIELD ROOF SYSTEMS INC	10814	Facilities Maint & Repair - Labor	3,000.00	0.00	3,000.00	<b>\$4,986.00</b>
			10814	Facilities Maint & Repair - Materials	1,986.00	0.00	1,986.00	
xxx318712	10/15/19	WEST VALLEY STAFFING GROUP	262586	Salaries - Contract Personnel	216.07	0.00	216.07	<b>\$5,922.51</b>
			262867	Professional Services	2,429.57	0.00	2,429.57	
			262964	Salaries - Contract Personnel	800.87	0.00	800.87	
			263253	Professional Services	2,476.00	0.00	2,476.00	
xxx318713	10/15/19	WINSUPPLY OF SILICON VALLEY	007192 00	Bldg Maint Matls & Supplies	161.39	0.00	161.39	<b>\$1,550.02</b>
			008552 00	Bldg Maint Matls & Supplies	557.07	0.00	557.07	
			008632 00	Bldg Maint Matls & Supplies	534.24	0.00	534.24	
			008867 00	Bldg Maint Matls & Supplies	297.32	0.00	297.32	
xxx318716	10/15/19	NELSON LUI	187005-26454	Refund Utility Account Credit	221.56	0.00	221.56	<b>\$221.56</b>
xxx318717	10/15/19	WILLIAM & TUANH DECROIX	170767-38836	Refund Utility Account Credit	344.58	0.00	344.58	<b>\$344.58</b>
xxx318718	10/17/19	3T EQUIPMENT CO INC	68849	Miscellaneous Equipment	282.60	0.00	282.60	<b>\$282.60</b>
xxx318719	10/17/19	AT&T	000013727709	Utilities - Telephone	307.19	0.00	307.19	<b>\$307.19</b>
xxx318720	10/17/19	AT&T	000013756303	Utilities - Telephone	34,083.96	0.00	34,083.96	<b>\$34,083.96</b>
xxx318721	10/17/19	AIRGAS USA LLC	9091774845	General Supplies	578.61	0.00	578.61	<b>\$924.27</b>
			9964731423	Equipment Rental/Lease	175.35	0.00	175.35	
			9965444036	Equipment Rental/Lease	170.31	0.00	170.31	
xxx318722	10/17/19	ALPINE AWARDS INC	5537919	Employee Recognition Expenses	2,233.08	0.00	2,233.08	<b>\$2,233.08</b>
xxx318723	10/17/19	AMAZON CAPITAL SERVICES INC	13RW-NX1C-C6YK	General Supplies	541.75	0.00	541.75	<b>\$727.03</b>

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City of Sunnyvale

**LIST # 995****List of All Claims and Bills Approved for Payment**  
For Payments Dated 10/13/2019 through 10/19/2019

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
			13T4-7MMT-NC XX	Books & Publications	59.93	0.00	59.93	
			1P7R-LPD6-LTK T	Books & Publications	16.36	0.00	16.36	
			1T1M-YJ6N-V9 VQ	General Supplies	108.99	0.00	108.99	
xxx318724	10/17/19	AMERICAN LEAK DETECTION	24097A	Equipment Maintenance & Repair Labor	495.00	0.00	495.00	<b>\$495.00</b>
xxx318725	10/17/19	BAY-VALLEY PEST CONTROL INC	0263479	Facilities Maintenance & Repair Labor	42.00	0.00	42.00	<b>\$1,066.00</b>
			0264053	Facilities Maintenance & Repair Labor	43.00	0.00	43.00	
			0264054	Facilities Maintenance & Repair Labor	43.00	0.00	43.00	
			0264055	Facilities Maintenance & Repair Labor	43.00	0.00	43.00	
			0264056	Facilities Maintenance & Repair Labor	63.00	0.00	63.00	
			0264057	Facilities Maintenance & Repair Labor	43.00	0.00	43.00	
			0264058	Facilities Maintenance & Repair Labor	78.00	0.00	78.00	
			0264059	Facilities Maintenance & Repair Labor	43.00	0.00	43.00	
			0264060	Facilities Maintenance & Repair Labor	59.00	0.00	59.00	
			0264061	Facilities Maintenance & Repair Labor	59.00	0.00	59.00	
			0264062	Facilities Maintenance & Repair Labor	59.00	0.00	59.00	
			0264063	Facilities Maintenance & Repair Labor	59.00	0.00	59.00	
			0264064	Facilities Maintenance & Repair Labor	72.00	0.00	72.00	
			0264067	Facilities Maintenance & Repair Labor	32.00	0.00	32.00	
			0264068	Facilities Maintenance & Repair Labor	56.00	0.00	56.00	
			0264070	Facilities Maintenance & Repair Labor	42.00	0.00	42.00	
			0264071	Facilities Maintenance & Repair Labor	42.00	0.00	42.00	
			0264072	Facilities Maintenance & Repair Labor	42.00	0.00	42.00	
			0264073	Facilities Maintenance & Repair Labor	42.00	0.00	42.00	
			0264075	Facilities Maintenance & Repair Labor	42.00	0.00	42.00	
			0264098	Services Maintain Land Improv	62.00	0.00	62.00	
xxx318727	10/17/19	BUCKLES-SMITH ELECTRIC CO	3167379-00	Electrical Parts & Supplies	867.84	0.00	867.84	<b>\$867.84</b>
xxx318728	10/17/19	C OVERAA & CO	PRMRYTRTMT 2#26	Construction Services	3,901,536.09	0.00	3,901,536.09	<b>\$3,901,536.09</b>
xxx318729	10/17/19	CSG CONSULTANTS INC	B190808	Consultants	44,500.00	0.00	44,500.00	<b>\$67,531.25</b>

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City of Sunnyvale

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			B191247	Consultants	23,031.25	0.00	23,031.25	
xxx318730	10/17/19	CENTURY GRAPHICS	52583	Inventory Purchase	1,145.81	0.00	1,145.81	<b>\$1,145.81</b>
xxx318731	10/17/19	CLAY PLANET	221628	General Supplies	275.20	0.00	275.20	<b>\$275.20</b>
xxx318732	10/17/19	CONSOLIDATED PARTS INC	5057493	Electrical Parts & Supplies	130.80	0.00	130.80	<b>\$997.35</b>
			5057563	Electrical Parts & Supplies	866.55	0.00	866.55	
xxx318733	10/17/19	DEPARTMENT OF JUSTICE	409304	Pre-Employment Testing	544.00	0.00	544.00	<b>\$544.00</b>
xxx318735	10/17/19	FAILSAFE TESTING	10610	Safety Equipment Maintenance & Repair	3,607.06	0.00	3,607.06	<b>\$3,607.06</b>
xxx318736	10/17/19	FEHR & PEERS	132353	Services Maintain Land Improv	6,689.86	0.00	6,689.86	<b>\$7,930.85</b>
			132772	Professional Services	1,240.99	0.00	1,240.99	
xxx318737	10/17/19	GEORGE HILLS CO INC	INV1016058	Liability Claims Adjustor	8,145.83	0.00	8,145.83	<b>\$16,541.66</b>
			INV1016080	Liability Claims Adjustor	250.00	0.00	250.00	
			INV1016240	Liability Claims Adjustor	8,145.83	0.00	8,145.83	
xxx318738	10/17/19	GRANITEROCK CO	1199726	Materials - Land Improve	2,345.04	0.00	2,345.04	<b>\$2,345.04</b>
xxx318740	10/17/19	IPS GROUP INC	43976	Credit Card Fees	616.79	0.00	616.79	<b>\$1,254.25</b>
			44819	Credit Card Fees	637.46	0.00	637.46	
xxx318741	10/17/19	JOCELYN E ROLAND PHD ABPP	17158	Medical Services	1,700.00	0.00	1,700.00	<b>\$1,700.00</b>
xxx318743	10/17/19	L N CURTIS & SONS INC	INV319797	Miscellaneous Equipment	10,800.81	0.00	10,800.81	<b>\$15,810.45</b>
			INV321774	Miscellaneous Equipment	5,009.64	0.00	5,009.64	
xxx318744	10/17/19	LAWSON PRODUCTS INC	9307060371	Miscellaneous Equipment Parts & Supplies	495.30	0.00	495.30	<b>\$495.30</b>
xxx318745	10/17/19	LEADWELL CONSULTING	1011	City Training Program	4,000.00	0.00	4,000.00	<b>\$4,000.00</b>
xxx318746	10/17/19	PACIFIC ECO-RISK	15817	Water Lab Services	3,035.00	0.00	3,035.00	<b>\$5,995.00</b>
			15856	Water Lab Services	2,960.00	0.00	2,960.00	
xxx318747	10/17/19	PLACEWORKS INC	70065	Consultants	16,404.63	0.00	16,404.63	<b>\$16,404.63</b>
xxx318748	10/17/19	R & B CO	S1871960.001	Materials - Land Improve	2,341.32	0.00	2,341.32	<b>\$4,434.12</b>
			S1878015.001	Communication Equipment	2,092.80	0.00	2,092.80	
xxx318749	10/17/19	REED & GRAHAM INC	956683	Materials - Land Improve	3,865.09	0.00	3,865.09	<b>\$24,311.77</b>
			957422	Materials - Land Improve	1,508.38	0.00	1,508.38	
			958159	Materials - Land Improve	731.02	0.00	731.02	
			958327	Materials - Land Improve	518.92	0.00	518.92	
			958328	Materials - Land Improve	754.49	0.00	754.49	
			959313	Materials - Land Improve	2,658.28	0.00	2,658.28	

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City of Sunnyvale

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			959314	Materials - Land Improve	1,972.60	0.00	1,972.60	
			959498	Materials - Land Improve	1,747.80	0.00	1,747.80	
			959701	Materials - Land Improve	1,687.91	0.00	1,687.91	
			959702	Materials - Land Improve	1,825.26	0.00	1,825.26	
			959875	Materials - Land Improve	1,738.64	0.00	1,738.64	
			960009	Materials - Land Improve	993.31	0.00	993.31	
			960267	Materials - Land Improve	512.44	0.00	512.44	
			960399	Materials - Land Improve	1,476.36	0.00	1,476.36	
			960400	Materials - Land Improve	1,737.03	0.00	1,737.03	
			960564	Materials - Land Improve	584.24	0.00	584.24	
xxx318752	10/17/19	SHRED-IT USA	8128147138	Records Related Services	67.58	0.00	67.58	<b>\$67.58</b>
xxx318753	10/17/19	SLAKEY BROTHERS INC	21566142-00	Bldg Maint Matls & Supplies	119.14	0.00	119.14	<b>\$119.14</b>
xxx318754	10/17/19	SPECIAL EVENTS	21763-25	Equipment Rental/Lease	20,541.55	0.00	20,541.55	<b>\$20,541.55</b>
xxx318755	10/17/19	STATCOMM INC	143725	Facilities Maintenance & Repair Labor	405.00	0.00	405.00	<b>\$810.00</b>
			143729	Facilities Maintenance & Repair Labor	405.00	0.00	405.00	
xxx318756	10/17/19	STATE WATER RESOURCES CONTROL BOARD	OP#21378 D4	Membership Fees	105.00	0.00	105.00	<b>\$105.00</b>
xxx318757	10/17/19	STUDIO SCOTT	503	Consultants	3,038.10	0.00	3,038.10	<b>\$3,038.10</b>
xxx318758	10/17/19	SUBURBAN PROPANE	2512065	Materials - Land Improve	114.17	0.00	114.17	<b>\$114.17</b>
xxx318759	10/17/19	SUNNYVALE FORD	155718	Parts, Vehicles & Motor Equip	897.67	0.00	897.67	<b>\$6,973.28</b>
			155764	Parts, Vehicles & Motor Equip	41.93	0.00	41.93	
			155928	Parts, Vehicles & Motor Equip	144.21	0.00	144.21	
			155989	Parts, Vehicles & Motor Equip	77.71	0.00	77.71	
			156064	Parts, Vehicles & Motor Equip	65.09	0.00	65.09	
			156209	Parts, Vehicles & Motor Equip	76.10	0.00	76.10	
			156230	Parts, Vehicles & Motor Equip	306.25	0.00	306.25	
			156261	Parts, Vehicles & Motor Equip	47.55	0.00	47.55	
			156279	Parts, Vehicles & Motor Equip	436.38	0.00	436.38	
			156301	Parts, Vehicles & Motor Equip	171.11	0.00	171.11	
			156363	Parts, Vehicles & Motor Equip	319.34	0.00	319.34	
			FOCS803054	Auto Maint & Repair - Labor	1,312.50	0.00	1,312.50	

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			FOCS803054	Auto Maint & Repair - Materials	3,077.44	0.00	3,077.44	
xxx318761	10/17/19	THE DAVEY TREE EXPERT COMPANY	914004931	Services Maintain Land Improv	2,542.50	0.00	2,542.50	<b>\$2,542.50</b>
xxx318762	10/17/19	TURF STAR INC	7082190-0	Parts, Vehicles & Motor Equip	0.00	0.00	0.00	<b>\$1,090.88</b>
			7082190-00	Parts, Vehicles & Motor Equip	220.27	0.00	220.27	
			7084845-00	Parts, Vehicles & Motor Equip	71.82	0.00	71.82	
			7087507-00	Parts, Vehicles & Motor Equip	268.54	0.00	268.54	
			7088161-00	Parts, Vehicles & Motor Equip	408.69	0.00	408.69	
			7088769-00	Parts, Vehicles & Motor Equip	121.56	0.00	121.56	
xxx318763	10/17/19	WHCI PLUMBING SUPPLY	S2460880.001	Bldg Maint Matls & Supplies	116.67	0.00	116.67	<b>\$116.67</b>
xxx318764	10/17/19	WARDELL AUTO INTERIORS AND TOPS LLC	5987	Auto Maint & Repair - Labor	435.60	0.00	435.60	<b>\$525.60</b>
			5987	Auto Maint & Repair - Materials	90.00	0.00	90.00	
xxx318765	10/17/19	WEST COAST ARBORISTS INC	151950	Services Maintain Land Improv	14,601.25	0.00	14,601.25	<b>\$14,601.25</b>
xxx318766	10/17/19	WINSUPPLY OF SILICON VALLEY	008222 00	Miscellaneous Equipment Parts & Supplies	119.12	0.00	119.12	<b>\$2,205.40</b>
			008289 00	Miscellaneous Equipment Parts & Supplies	141.94	0.00	141.94	
			008389 00	Miscellaneous Equipment Parts & Supplies	15.34	0.00	15.34	
			008390 00	Miscellaneous Equipment Parts & Supplies	664.37	0.00	664.37	
			008595 00	Miscellaneous Equipment Parts & Supplies	1,123.23	0.00	1,123.23	
			008604 00	Chemicals	116.98	0.00	116.98	
			008604 02	Chemicals	24.42	0.00	24.42	
xxx318767	10/17/19	BAY AREA JUMP	150057	Special Events	1,354.10	0.00	1,354.10	<b>\$1,354.10</b>
xxx318768	10/17/19	CALPULLI TONALEHQUEH	10.23.19	Special Events	600.00	0.00	600.00	<b>\$600.00</b>
xxx318769	10/17/19	CITY OF FRESNO	5913	Training and Conferences	802.00	0.00	802.00	<b>\$802.00</b>
xxx318770	10/17/19	FBI NATIONAL ACADEMY ASSOC	051720-052120	Training and Conferences	495.00	0.00	495.00	<b>\$495.00</b>
xxx318771	10/17/19	JOHN WILLIAM MCKELVY	10192019	Special Events	1,000.00	0.00	1,000.00	<b>\$1,000.00</b>
xxx318772	10/17/19	MARIAELENA QUALE	10182019	Special Events	800.00	0.00	800.00	<b>\$800.00</b>
xxx318773	10/17/19	MARICARMEN CERVANTES	101	Special Events	637.74	0.00	637.74	<b>\$637.74</b>
xxx318774	10/17/19	PACIFIC GAS & ELECTRIC CO	03142830050919	Utilities - Electric	28,432.27	0.00	28,432.27	<b>\$40,426.90</b>
			03153947310919	Utilities - Electric	11,672.88	0.00	11,672.88	
			35642590150819	Utilities - Electric	69.32	0.00	69.32	
			35656758090819	Utilities - Electric	37.95	0.00	37.95	
			91271084620919	Utilities - Electric	23.55	0.00	23.55	

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			91290311060919	Utilities - Electric	64.05	0.00	64.05	
			97306197490919	Utilities - Electric	6.95	0.00	6.95	
			97322830180919	Utilities - Electric	72.00	0.00	72.00	
			97322834740919	Utilities - Electric	22.43	0.00	22.43	
			97386482120919	Utilities - Electric	25.50	0.00	25.50	
xxx318775	10/17/19	RACHEL-ANNE PALACIOS	0016	Special Events	350.00	0.00	350.00	<b>\$350.00</b>
xxx318776	10/17/19	RAMALAKSHMI THYAGARAJAN	10192019	Special Events	300.00	0.00	300.00	<b>\$300.00</b>
xxx318777	10/17/19	SIERRA JOINT COMMUNITY COLLEGE DISTRICT	S20-1494	Training and Conferences	160.00	0.00	160.00	<b>\$160.00</b>
xxx318778	10/17/19	STAPLES INC	8055923248	Supplies, Office	454.88	0.00	454.88	<b>\$454.88</b>
xxx318779	10/17/19	ALFRED/JEANNE SUTCLIFFE	10052019	Temporary Traffic Control	30.00	0.00	30.00	<b>\$30.00</b>
xxx318780	10/17/19	AMADENI GUZMAN MORALES	453103	Refund Recreation Fees	350.00	0.00	350.00	<b>\$350.00</b>
xxx318782	10/17/19	GLORIA SALAS	452247	Refund Recreation Fees	500.00	0.00	500.00	<b>\$500.00</b>
xxx318783	10/17/19	KEVIN & LISA DEAN	42371-12344	Refund Utility Account Credit	97.25	0.00	97.25	<b>\$97.25</b>
xxx318784	10/17/19	NISHA ADVANI	190289-8436	Refund Utility Account Credit	187.03	0.00	187.03	<b>\$187.03</b>
xxx318785	10/17/19	NUPUR GUPTA	451803	Refund Recreation Fees	74.00	0.00	74.00	<b>\$74.00</b>
xxx318786	10/17/19	PELVALON	166033-75278	Refund Utility Account Credit	602.38	0.00	602.38	<b>\$602.38</b>
xxx318787	10/17/19	PLAZA DEL REY OWNER LLC	182487-1776	Refund Utility Account Credit	4,449.99	0.00	4,449.99	<b>\$28,224.18</b>
			182487-1778	Refund Utility Account Credit	17,230.04	0.00	17,230.04	
			182487-1780	Refund Utility Account Credit	3,605.08	0.00	3,605.08	
			182487-1782	Refund Utility Account Credit	2,939.07	0.00	2,939.07	
xxx318788	10/17/19	VENKATESH SRINIVASAN	26577-16120	Refund Utility Account Credit	611.61	0.00	611.61	<b>\$611.61</b>
xxx318789	10/17/19	ASSOCIATED INFRASTRUCTURE MGMT SERVICES	2018-029	Consultants	5,019.30	0.00	5,019.30	<b>\$5,019.30</b>
xxx318790	10/17/19	GARDA	10510617	Financial Services	4,289.13	0.00	4,289.13	<b>\$8,578.26</b>
			10517517	Financial Services	4,289.13	0.00	4,289.13	
xxx000560	10/16/19	CALIFORNIA PUBLIC EMP RETIREMENT SYSTEM		Insurances - Medical	1,221,036.12	0.00	1,221,036.12	<b>\$1,673,208.70</b>
				Insurances - Retiree Medical - PERS	452,172.58	0.00	452,172.58	
xxx100842	10/15/19	BAY COUNTIES SMART	AUG2019	Curbside Revenues - Mountain View	-86,379.79	0.00	-86,379.79	<b>\$1,123,352.98</b>
			AUG2019	Host Fees - SMaRT Station - Public Haul Fees	-9,934.57	0.00	-9,934.57	

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			AUG2019	MRF Revenues - SMaRT - For Distribution	18,364.21	0.00	18,364.21	
			AUG2019	SMaRT Public Haul Receipts - For Distribution	-134,516.12	0.00	-134,516.12	
			AUG2019	Yardwaste - Mountain View	28,193.36	0.00	28,193.36	
			AUG2019	Yardwaste - Palo Alto	1,694.05	0.00	1,694.05	
			AUG2019	Yardwaste - Sunnyvale	27,655.00	0.00	27,655.00	
			AUG2019	Consultants	429.18	0.00	429.18	
			AUG2019	Facilities Equipment	60,710.06	0.00	60,710.06	
			AUG2019	General Supplies	2,852.35	0.00	2,852.35	
			AUG2019	HazMat Disposal - Hazardous Waste Disposal	21,964.40	0.00	21,964.40	
			AUG2019	SMaRT Contractor Payment	1,192,320.85	0.00	1,192,320.85	
<b>Grand Total Payment Amount</b>								<b><u>\$7,765,247.89</u></b>



# City of Sunnyvale

## Agenda Item

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19-0971

Agenda Date: 11/5/2019

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### REPORT TO COUNCIL

#### **SUBJECT**

Adopt the City's Investment Policy for Fiscal Year 2019/20

#### **BACKGROUND**

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

For the purposes of bringing on investment expertise not on staff, and supporting the management of an increasingly complex investment environment as well as a portfolio that is growing significantly, Council approved a three-year contract with Chandler Asset Management, Inc. (Chandler) to provide investment management services on April 24, 2018 (RTC No. 18-0281). Chandler has been managing the city investments since July 1, 2018.

#### **EXISTING POLICY**

**Council Policy 7.1.2** Investment and Cash Management requires that the Investment Policy be reviewed and adopted annually within 120 days of the fiscal year to ensure consistency with the overall objectives of safety, liquidity, and yield and its relevance to current laws as well as financial and economic trends.

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

1. Safety of principal is the foremost objective of the investment program. The City's portfolio is diversified by type of investment, issuer, and maturity date. Diversification is required to minimize exposure to any potential market and credit risk. The investment policy specifies the percentage of funds that can be invested in each investment type and issuer and the maximum maturity of each investment. The policy allows a maximum maturity of seven years for US Treasury, US Agency and Government Sponsored Enterprises (GSE) investments and shorter maturities for all other investments.
2. Liquidity- the portfolio will remain sufficiently liquid to enable the City to meet all operating requirements, which might be reasonably anticipated. A schedule of major revenues and expenditures for at least 12 months is maintained in order to determine liquidity needs. Liquidity requirements have been met through utilizing the State's Local Agency Investment Fund (LAIF) and the City's interest bearing bank accounts.
3. Yield- the portfolio will be maintained with the objectives of safety and liquidity first, and then the objective of obtaining a reasonable market rate of return based on economic cycles, taking into account the City's investment risk approach and cash flow needs.

All investments in the portfolio are in accordance with the California Government Code requirements and authorized by the City's Investment Policy. The City is in compliance with the requirement that all investments be held in safekeeping by a third-party bank trust department. The City currently has a contract with Union Bank to provide this service.

### **ENVIRONMENTAL REVIEW**

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

### **DISCUSSION**

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

### **Investment Policy**

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

- Authorized Investments; Paragraph 3 (Banker's Acceptances): Increasing the concentration limit from the currently listed 30% to 40% to more closely align the policy with the California Government Code.
- Authorized Investments; Paragraph 12 (Asset-Backed Securities, Mortgage-Backed, Mortgage Pass-Through Securities, and Collateralized Mortgage Obligations): Amending the title of this paragraph to include "not defined in paragraphs 1 and 2 of the Authorized Investments Section of this policy" as pass through securities issued by the U.S. Treasury and federal agencies/government sponsored enterprises are not considered to be covered by this paragraph. Additionally, the removal of references to U.S. Treasury- and federal agency-issued pass through securities and the issuer credit requirement for pass through securities pursuant to AB 1770, which became effective January 1, 2019.

Proposed changes ensure compliance with the applicable provisions of the California Government Code and the inclusion of current industry best practices. Staff concurs with Chandler's edits and recommends acceptance by Council. Edits are available in the redlined version of the Investment Policy (Attachment 1).

Once approved by Council, staff will submit the Investment Policy for FY 2019/20 to be re-certified by the APT US&C. Once adopted the proposed FY 2019/20 Investment Policy will be incorporated into the Council Policy Manual as Council Policy 7.1.2, replacing the Investment Policy for FY 2018/19.

**FISCAL IMPACT**

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

**PUBLIC CONTACT**

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

**RECOMMENDATION**

Adopt the City's Investment Policy for FY 2019/20 (Council Policy 7.1.2).

Prepared by: Inderdeep Dhillon, Finance Manager

Reviewed by: Timothy J. Kirby, Director of Finance

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

**ATTACHMENT**

1. Proposed Investment Policy for FY 2019/20

COUNCIL POLICY MANUAL

## **Policy 7.1.2 Investment and Cash Management**

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### **POLICY PURPOSE:**

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

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

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

### **POLICY STATEMENT:**

#### **Objectives**

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

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

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

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

## COUNCIL POLICY MANUAL

### Standard of Care – Prudent Investor

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

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

### Ethics and Conflicts of Interest

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

## **OPERATIONAL AND PROCEDURAL MATTERS:**

### Scope

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

1. The City's Deferred Compensation Plan is excluded because it is managed by a third party administrator and invested by individual plan participants;
2. The City's retirement funds, including any funds invested in a Section 115 Pension Rate Mitigation Trust. These funds are invested pursuant to California code and the Trust's separate long-term investment policy as approved by Council under the Trust Agreement.

COUNCIL POLICY MANUAL

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

Authorized Financial Dealers and Institutions

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

## COUNCIL POLICY MANUAL

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

### Delivery vs. Payment

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

### Safekeeping of Securities

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

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

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

### Authorized Investments

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

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

Permitted investments under this policy shall include:

1. **Securities issued by the US Treasury**, provided that:
  - A. There shall be no maximum allowable investment in US Treasury securities; and
  - B. As required by Section 53601 of the California Government Code, the City Council hereby grants express authority to the Director of Finance or his/her

## COUNCIL POLICY MANUAL

designee to invest in U.S. Treasury securities with final stated maturities up to seven years.

2. **Securities Issued and fully guaranteed as to payment by a federal agency or issued by a United States Government Sponsored Enterprise**, provided that:

- A. No more than 30% of the total portfolio may be invested in federal agencies or government sponsored enterprises of any single issuer; and
- B. As required by Section 53601 of the California Government Code, the City Council hereby grants express authority to the Director of Finance or his/her designee to invest in U. S. Agency securities with final stated maturities up to seven years.

3. **Banker's acceptances**, provided that:

- A. No more than ~~30~~40% of the total portfolio may be invested in banker's acceptances;
- B. No more than 5% of the total portfolio may be invested per issuer;
- C. Their maturity does not exceed 180 days; and
- D. They are issued by institutions with short term debt obligations rated a minimum of P-1 by Moody's or A-1 by Standard and Poors, or the equivalent by a nationally recognized statistical-rating organization (NRSRO).

4. **Federally Insured Bank Deposits** (Non-negotiable certificates of deposit) in state or federally chartered banks, savings and loans, or credit unions in the state of California, provided that:

- A. No more than 20% of the total portfolio may be invested in a combination of federally insured and collateralized time deposits;
- B. The amount per institution is limited to the maximum covered under federal insurance; and
- C. Their maturity does not exceed five years.

5. **Collateralized Bank Deposits** (Non-negotiable certificates of deposit) in California banks in excess of insured amounts which are fully collateralized with securities in accordance with California law, provided that:

- A. No more than 20% of the portfolio shall be invested in a combination of federally insured and collateralized time deposits;
- B. No more than 5% may be invested per issuer; and
- C. The maturity of such deposits does not exceed 365 days.

6. **Negotiable Certificates of Deposit** (NCDs) issued by a nationally or state-chartered bank, a savings association or a federal association (as defined by Section

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5102 of the Financial Code), or by a federally or state-licensed branch of a foreign bank, provided that:

- A. No more than 30% of the total portfolio may be invested in investments made in accordance with this section plus deposits made under section III (7) of this policy;
- B. No more than 5% of the total portfolio may be invested per issuer;
- C. The maturity does not exceed 5 years;
- D. The amount of the NCD insured up to the FDIC limit does not require any credit ratings.
- D. Any amount above the FDIC insured limit must be issued by institutions which have long-term obligations which are rated in the rating category of "A" or its equivalent or higher by a nationally recognized statistical rating organization; or have short-term debt obligations rated "A-1" or the equivalent or higher, by a nationally recognized statistical rating organization.

7. **Certificates of Deposit Placement Service** (e.g CDARS or like services) using private sector entity to assist in the placement of deposits above federal insurance amounts in increments less than federal insurance at participating banks, savings and loans, or credit unions nationally through a "selected depository institution" in California, provided that:

- A. No more than 30% of the City's total portfolio may be invested in such deposits plus negotiable certificates of deposit purchased pursuant to Section III (6) of this policy;
- B. The full amount of the principal and the interest that may be accrued during the maximum term of each certificate shall at all times be insured by the FDIC or the NCUA;
- C. The selected depository institution shall be a nationally or state-chartered bank, savings and loan, or credit union in California and shall serve as the custodian for each certificate of deposit issued by the placement service for the City's account;
- D. At the same time the City's funds are deposited and the certificates of deposit are issued, the selected depository institution shall receive an amount of deposits from other commercial banks, savings banks, savings and loan associations or credit unions that, in total, are equal to or greater than the full amount of the principal that the City initially deposited with the selected depository institution;
- E. No credit union may act as a selected depository institution unless:
  - I) The credit union offers federal depository insurance through the NCUA; and
  - II) The credit union is authorized by the NCUA in the deposit placement services, and affirms that moneys held by those credit unions while participating in a deposit placement service will at all times be insured by a federal government entity.

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- F. The maximum maturity does not exceed five (5) years.
8. **Repurchase agreements** collateralized with securities authorized under Sections III (A1-2) of this policy maintained at a level of at least 102% of the market value of the repurchase agreements, provided that:
- A. No more than 10% of the portfolio shall be invested in repurchase agreements;
  - B. The maximum maturity of repurchase agreements shall be 15 days;
  - C. Securities used as collateral for repurchase agreements shall be delivered to the City's custodian bank, except that securities used as collateral for the one to seven day repurchase agreements with the City's depository bank may be held in safekeeping by an independent third party bank trustee in the name of the City, as evidenced by appropriate receipts of trust; and
  - D. The repurchase agreements are the subject of a master repurchase agreement between the City and the provider of the repurchase agreement. The master repurchase agreement shall be substantially in the form developed by the Securities Industry and Financial Markets Association (SIFMA).
9. **Commercial paper**, provided that:
- A. No more than 25% of the total portfolio may be invested in commercial paper;
  - B. No more than 5% of the total portfolio may be invested per issuer.
  - C. The City may purchase no more than 10% of the outstanding commercial paper of any single issuer.
  - D. The maturity does not exceed 270 days from the date of purchase;
  - E. The paper is of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a nationally recognized statistical-rating organization (NRSRO). The entity that issues the commercial paper shall meet all of the following conditions in either paragraph (1) or paragraph (2):
    - I) Is organized and operating in the United States as a general corporation. Has total assets in excess of five hundred million dollars (\$500,000,000). Has debt other than commercial paper, if any, that is rated in the rating category of "A" or its equivalent or higher by a nationally recognized statistical-rating organization (NRSRO).
    - II) Is organized within the United States as a special purpose corporation, trust, or limited liability company. Has program wide credit enhancements including, but not limited to,

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overcollateralization, letters of credit, or surety bond. Has commercial paper that is rated "A-1" or higher, or the equivalent, by a nationally recognized statistical-rating organization (NRSRO).

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

- A. The Agency may invest up to the maximum amount permitted by LAIF.;
- B. It is recognized that LAIF has authority to invest in some instruments that are not permitted for Cities under the California Government Code; and
- C. A thorough investigation of the pool/fund is required prior to investing and on a continual basis. City staff will annually perform due diligence analysis of LAIF based on a standardized questionnaire developed to address investment policy and practices.

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

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

12. **Asset-backed securities, Mortgage-backed, Mortgage pass-through securities, and collateralized mortgage obligations not defined in paragraphs 1 and 2 of the Authorized Investments Section of this policy, and asset-backed securities**, provided that:

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

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

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- A. No more than 20% of the total portfolio may be invested in Money market mutual funds;
  - B. Such funds are registered with the Securities and Exchange Commission and have attained the highest ranking or the highest letter and numerical rating provided by not less than two nationally recognized statistical rating organizations;
  - C. Such funds have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience investing in the securities and obligations authorized by California Government Code Section 53601 (a through j) and with assets under management in excess of \$500 million;
  - D. Such funds include in their prospectus the statement that one of the investment fund's investment objectives is to seek to maintain a net asset value of \$1; and
  - E. Such funds invest only in US Treasury and federal agency securities, and in repurchase agreements backed by US Treasury and federal agency securities.
14. **Municipal Securities.** These include obligations of the state of California, the treasuries or agencies of any other 49 states in addition to California, and any local Agency within the state of California including the City of Sunnyvale to the extent permitted by federal law, provided that:
- A. No more than 30% of the portfolio may be in Municipal Securities.
  - B. No more than 5% of the portfolio may be invested in any single issuer.
  - C. The maturity does not exceed 5 years from the date of purchase;
  - D. The rating by a nationally recognized statistical rating organization is in the "A" category or its equivalent or better; and
  - E. For Municipal Obligations in the form of variable rate demand obligations, the obligations shall be supported by a third-party liquidity facility from a financial institution with short-term ratings of at least A-1 by S&P or P-1 by Moody's. The right of the bondholder to tender the obligation converts these obligations to a short term investment.
15. **Local Government Investment Pools (LGIP),** provided that:
- A. The LGIP is organized pursuant to CGC Section 6509.7;
  - B. The Pool invests only in securities and obligations authorized in CGC Section 53601;
  - C. The Pool is managed by an investment adviser registered with the SEC or exempt from registration; and
  - D. Such adviser has not less than five years of experience investing in securities and obligations authorized in CGC Section 53601, and has assets under management in excess of five hundred million dollars (\$500,000,000).

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16. **Supranational Securities.** CGC 53601 defines allowable Supranational Securities as United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by: the International Bank for Reconstruction and Development, the International Finance Corporation, or Inter-American Development Bank, provided that:
- A. No more than 30% of the total portfolio may be invested in Supranational securities;
  - B. No more than 10% of the portfolio may be invested in any single issuer.
  - C. The maturity does not exceed 5 years from the date of purchase;
  - D. The instruments are eligible for purchase and resale within the United States; and
  - E. The rating by a nationally recognized statistical rating organization is in the "AA" category or its equivalent or better.

Prohibited Investment Vehicles and Practices

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

Social and Environmental Responsibility

The City has a desire to encourage investments that support sound environmental, social and governance (ESG) investing. While the portfolio may not be classified as an ESG portfolio, investments in entities that support community well-being through safe and environmentally sound practices and fair labor practices and equality of rights regardless of sex, race, age, disability, or sexual orientation is encouraged. Investments are discouraged in entities that manufacture tobacco products, or firearms or nuclear weapons not used in the national defense of the United States, and are direct or indirect investments to support the production or drilling of fossil fuels.

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Risk/Safety

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

1. Mitigating market risk in the portfolio

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

- A. The City shall maintain a percentage of the portfolio in short term securities to provide for cash flows.
- B. The maximum percent of callable securities (does not include “make whole call” securities as defined in the Glossary) in the portfolio will be 20%.
- C. The maximum stated final maturity of individual securities in the portfolio will be five (5) years, except as otherwise stated in this policy.
- D. The duration of the portfolio will generally be approximately equal to the duration (typically, plus or minus 20%) of a Market Benchmark, an index selected by the City based on the City’s investment objectives, constraints and risk tolerances.

2. Mitigating credit risk in the portfolio

- A. The diversification requirements included in the Authorized Investments section are designed to mitigate credit risk in the portfolio.
- B. No more than 5% of the total portfolio may be invested in securities of any single issuer unless otherwise specified.
- C. The City may elect to sell a security prior to its maturity and record a capital gain or loss in order to improve the quality, liquidity or yield of the portfolio in response to market conditions or the City’s risk preferences; and
- D. If a security owned by the City is downgraded to a level below the minimum quality required by this Investment Policy, it will be the City’s policy to review the credit situation and make a determination as to whether to sell or retain such securities in the portfolio. • If a security is downgraded,

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the Treasurer will use discretion in determining whether to sell or hold the security based on its current maturity, the economic outlook for the issuer, and other relevant factors.

- If a decision is made to retain a downgraded security in the portfolio, its presence in the portfolio will be monitored and reported quarterly to the City Council.

### Liquidity

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

### Return Objectives

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

## **RESPONSIBILITY AND REPORTING:**

### Delegation of Authority

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

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

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

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

### Reporting, Disclosure and Program Evaluation

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

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

### Annual Reports

1. The investment policy shall be reviewed and adopted at least annually within 120 days of the end of the fiscal year to ensure its consistency with the overall objectives of preservation of principal, liquidity and return, and its relevance to current law and financial and economic trends.
2. A report of portfolio performance for the immediately preceding fiscal year shall be presented as part of the annual investment policy review. This report shall include comparisons of the City's performance compared to the return objectives, and shall include a section on compliance with the investment policy.

### **INTERNAL CONTROL:**

The Director of Finance has established a system of internal controls to ensure compliance with the Investment Policies of the City and the California Government Code. The internal control procedures include segregation of duties in the different phases of an investment

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transaction, monthly reconciliation of the investment report to the general ledger, and annual policy compliance review by the City's outside auditor. An independent audit is conducted by the City's outside auditors which includes a compliance review of the City's investment activities to the City's Investment Policy, the California Government Code, and Government Accounting Standards Board (GASB) requirements regarding investment disclosures.

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

### **OVERSIGHT**

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

(Adopted: RTC 85-388 (7/30/1985); Amended: RTC 86-387 (7/22/1986), 87-421 (8/11/1987), 88-379 (07-26/88), [No RTC] (7/18/1989), 90-342 (7/17/1990), 91-303 (7/23/1991), 92-370 (7/28/1992), 93-363 (7/27/1993), 94-410 (8/9/1994), 95-301 (7/25/1995), 96-300 (7/23/1996), 97-338 (7/29/1997), 98-273 (8/4/1998), 99-383 (8/17/1999), 00-320 (9/12/2000), 01-272 (7/31/2001), 02-296 (7/23/2002), 03-277 (8/12/2003), 04-290 (8/17/2004), 05-242 (8/16/05), (Clerical/clarity update, Policy Update Project 11/2005), 06-262 (8/22/06), 07-286 (8/21/2007), 08-256 (8/26/2008), 08-307 (10/14/2008) 09-213 (8/11/2009), 10-225 (8/31/2010), 11-176 (8/23/2011), 12-211 (9/11/2012), 13-252 (10/22/2013), 14-0804 (10/28/2014), 15-0864 (10/13/2015), 16-0693 (10/25/2016), 17-0775 (10/3/2017), 18-0609 (8/14/2018).

Lead Department: Department of Finance

COUNCIL POLICY MANUAL

**GLOSSARY OF INVESTMENT TERMS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COUNCIL POLICY MANUAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COUNCIL POLICY MANUAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COUNCIL POLICY MANUAL

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

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

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

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

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

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

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

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

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

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

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

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

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

COUNCIL POLICY MANUAL

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



# City of Sunnyvale

## Agenda Item

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19-1055

Agenda Date: 11/5/2019

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### REPORT TO COUNCIL

#### **SUBJECT**

Authorize the Issuance of a Purchase Order to Western Systems, Inc. for Fiber Optic Ethernet Access Devices (F19-239)

#### **REPORT IN BRIEF**

Approval is requested to authorize the issuance of a Purchase Order to Western Systems, Inc. of Everett, WA, in the amount of \$166,785.60, excluding \$15,010.70 in sales taxes, for forty-eight (48) Fiber Optic Ethernet Access Devices (EAD).

#### **EXISTING POLICY**

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

#### **ENVIRONMENTAL REVIEW**

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

#### **BACKGROUND AND DISCUSSION**

The existing Ethernet Access Devices (EAD) are components of the City's traffic signal's system helping to provide communications back to the Transportation Management Center. There are a total of 48 devices located along the following corridors: Mathilda/Sunnyvale-Saratoga, Maude, Java/Tasman, and Evelyn. These devices are past their useful life and the manufacturer for these devices is no longer in business, which makes it impossible to purchase replacement parts or new devices to repair or replace faulty ones. Replacing these outdated EAD's will improve overall communications performance and reliability without impacting other existing communications infrastructure. These devices have stronger security protocols, will increase communications bandwidth, are fiber optics ready, have faster throughput speed for big data transfer and access, and will allow for more reliable real-time monitoring of traffic signal operations, and support the Intelligent Transportation Systems devices from the City's Transportation Management Center. The replacement of these devices will decrease ongoing maintenance expenses as they require minimal maintenance to remain in optimal condition.

An Invitation for Bids (IFB) was advertised for competitive bidding on the City's DemandStar public procurement network on August 2, 2019, with twelve (12) companies requesting bid documents. Sealed bids were opened on August 28, 2019 with three (3) responsive bids received. The bid summary is contained in Attachment 1. The lowest responsive and responsible bid was submitted by Western Systems, Inc. with the base bid amount of \$166,785.60. The IFB is for the procurement of

the devices only, the installation will be via a Request for Proposals for a separate service agreement with a contractor qualified to work on communications equipment.

**FISCAL IMPACT**

The total cost of this purchase is \$181,796.30, which includes sales taxes, and funding is available in Project 820180, Traffic Signal Controller Replacement.

**Funding Source**

This project is funded in the Infrastructure Renovation and Replacement Fund through Gas Tax funds.

**PUBLIC CONTACT**

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

**RECOMMENDATION**

Authorize the issuance of a Purchase Order in the amount of \$166,785.60 excluding \$15,010.70 in sales tax, in substantially the same form as Attachment 2 to the report to Western Systems, Inc.

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 Purchase Order

<b>Invitation for Bids No. F19-239</b>				<b>Western Systems, Inc.</b>		<b>Western Pacific Signal, LLC</b>		<b>Central Computers, Inc.</b>	
<b>Fiber Optic Ethernet Access Device</b>				1122 Industry Street Bldg B		15890 Foothill Blvd		1255 W. El Camino Real	
				Everett, CA 98203		San Leandro, CA 94578		Sunnyvale, CA 94087	
				Robert W. Hims		Donald Shupp		Jordan Chung	
<b>BASE BID</b>		<b>QTY</b>	<b>UOM</b>	<b>Unit Cost</b>	<b>Extended Cost</b>	<b>Unit Price</b>	<b>Extended Cost</b>	<b>Unit Cost</b>	<b>Extended Cost</b>
1	Fiber Optic Ethernet Access Device	48	EA	\$3,474.70	\$166,785.60	\$3,618.00	\$173,664.00	\$4,550.00	\$218,400.00
	<b>BID TOTAL</b>				<b>\$ 166,785.60</b>		<b>\$173,664.00</b>		<b>\$218,400.00</b>



<b>ORDERED FROM</b> 21290 - 001  (425) 438-1133  Western Systems 1122 Industry St Bldg B Everett WA 98203	<b>ORDER DATE</b> 10/07/2019	<b>BILL TO:</b>  <b>City of Sunnyvale</b> <b>Finance Department</b> <b>Accounts Payable</b> <b>PO Box 3707</b> <b>Sunnyvale, CA 94088-3707</b>
	<b>DELIVERY DATE</b> 10/31/2019	
	<b>PAYMENT TERMS</b> N/30	
	<b>BID NO/RFQ NO</b>	
<b>DELIVER TO</b>  DPW/Transportation & Traffic  456 W Olive Ave Sunnyvale CA 94086 Phone: (408) 730-7412	<b>FOB POINT</b>  <b>DEST ADD</b>	<b>FREIGHT CHARGES</b>  Destination, freight prepaid and added
	<b>REQ. NO</b>  RQ022082	<b>REQUISITIONER:</b>  GCARD
	<b>CHARGE/OBJ CODE(S):</b>  119320 5095 \$166,785.60	

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
1	Provide Actelis Ethernet Access Devices (EAD) in accordance with the specifications, bid forms, and terms and conditions of Invitation for Bids (IFB) F19-239, which is refernece herein.  PINS Job Code:	48.00	EA	\$3,474.7000	\$166,785.60
	Award by Council RTC #19-1055, dated _____.				
Amount does not reflect applicable taxes.					
<b>TOTAL</b>					\$166,785.60

Document Terms:

Invoices must be sent directly to accounts payable by mail to the address above or by e-mail to [accountspayable@sunnyvale.ca.gov](mailto:accountspayable@sunnyvale.ca.gov) and MUST REFERENCE THE PURCHASE ORDER NUMBER. Failure to comply will result in a delay in payment processing.

This purchase order is subject to the City of Sunnyvale Standard Terms and Conditions for the Purchase of Goods, dated 5/14/19, a copy of which is attached and incorporated by reference (Form #TCPO-G).



**BUYER:**

Vo, Lisa

**PHONE** (408) 730-7608

**FAX** (408) 328-0723



# City of Sunnyvale

## Agenda Item

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19-1084

Agenda Date: 11/5/2019

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### REPORT TO COUNCIL

#### SUBJECT

Amend an Existing Construction Support Contract with Psomas for Construction Management of the Sunnyvale Cleanwater Program (F20-062)

#### REPORT IN BRIEF

Approval is requested to amend an existing contract with Psomas of Culver City, CA, to provide additional Construction Management services related to the Sunnyvale Cleanwater Program (SCWP) reconstruction of the Water Pollution Control Plant (WPCP). The additional contract cost of \$320,359 will increase the current not to exceed contract amount from \$8,665,632 to \$8,985,991. Approval is also requested for a 10% contingency for these increased services in the amount of \$32,036.

#### EXISTING POLICY

Pursuant to Section 2.08.040 of the Sunnyvale Municipal Code, Council approval is required to amend existing contracts for which the cost to the City is greater than \$100,000 in any one transaction.

**General Plan Policy Goal EM-7 Effective Wastewater Treatment:** Continue to operate and maintain the WPCP, using cost effective methods, so that all sewage and industrial wastes generated within the City receive sufficient treatment to meet the effluent discharge and receiving water standards of regulatory agencies.

#### ENVIRONMENTAL REVIEW

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

#### BACKGROUND AND DISCUSSION

Council adopted the masterplan for the SCWP in 2016. The masterplan serves as the “basis of design” document for the series of projects, which collectively, will rebuild the City’s water pollution control plant to maintain a high level of treatment and to meet current and expected regulatory requirements and stewardship objectives.

Due to the magnitude and complexity of the Sunnyvale Cleanwater Program (SCWP) reconstruction, staff recommended and Council approved the award of a five-year contract to Psomas (previously The Covello Group, Inc.) on May 5, 2015 (RTC No. 15-0431) for the Primary Treatment and Headworks Facility.

On March 6, 2018 Council approved additional scope for pre-construction services to support Phase 2 SCWP activities in the Secondary Treatment and Dewatering and the Administration and Laboratory Building Design contracts (RTC No. 18-0094). Additionally, there is a need for pre-bid and pre-construction period assistance for the Existing Plant Rehabilitation project, another component of Phase 2. Staff considered consultant performance and evaluated pricing in determining whether to recommend to the Council to approve a contract amendment for ongoing services or whether a new competitive proposal process should be conducted. Staff is satisfied with Psomas' performance over the past three years, has negotiated competitive pricing and is requesting a contract extension and an increase in the scope of work.

The WPCP will be constructed while maintaining plant operations at all times with the existing infrastructure to ensure fully compliant discharge of treated wastewater. Therefore, this amendment is requested to include the additional scope of work that will support pre-construction services for Phase 2 SCWP activities in the Project 2.1: Existing Plant Rehabilitation - Split Flow (RTC No. 19-0706) design contract.

This contract amendment with Psomas enables all three major Phase 2 projects (Secondary Treatment and Dewatering, Administration and Laboratory Building, and Existing Plant Rehabilitation) to have pre-construction services necessary for developing comprehensive bid documents. It is anticipated that additional amendments to the contract will be required for construction management services. These additional amendments would be presented for Council's consideration with each projects' construction contract award.

Having Psomas continue to provide construction management services on the program will continue to meet a critical support need.

The City will be awarding multiple consulting contracts for the SCWP over the next several years that Psomas would be responsible for assisting with the pre-construction and construction management services. As such, Council approval of the recommended contract amendment to Psomas will allow the SCWP to proceed seamlessly with the current consultant staff.

### **FISCAL IMPACT**

Budget funding is available in Project 831470-SCWP Construction Management

Original Construction Contract	\$8,665,632
Additional Recommended Contract Amendment	\$320,359
Total Amended Contract Cost	\$8,985,991
Original Contract Contingency (10%)	\$866,563
Additional Contract Contingency (10%)	\$32,036
Total Amended Contingency	\$898,599
<b>Total Amended Contract &amp; Contingency</b>	<b>\$9,884,590</b>

Funding Source

Project 831470 - SCWP Construction Management 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:

- Authorize the City Manager to execute an amendment to an existing contract, in substantially the same format as Attachment 1 to the report, with Psomas, amending the scope of work to include Phase 2 Sunnyvale Cleanwater Program activities for Project 2.1: Existing Plant Rehabilitation - Split Flow, extending the term of the agreement until project completion, and increasing the not-to-exceed contract amount from \$8,665,632 to \$8,985,991, and
- Approve an additional 10% contract contingency in the amount of \$32,036.

Prepared by: Gregory S. Card, Purchasing Officer

Reviewed by: Timothy J. Kirby, Director of Finance

Reviewed by: Ramana Chinnakotla, Director of Environmental Services

Reviewed by: Chip Taylor, Director of Public Works

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

**ATTACHMENTS**

1. Draft Amendment to Consultant Services Agreement

**DRAFT THIRD AMENDMENT TO CONSULTANT SERVICES AGREEMENT BETWEEN  
CITY OF SUNNYVALE AND PSOMAS (FORMERLY KNOWN AS THE COVELLO  
GROUP, INC.) FOR WATER POLLUTION CONTROL PLANT CONSTRUCTION  
MANAGEMENT SERVICES**

Third Amendment to Consultant Services Agreement, dated \_\_\_\_\_, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and PSOMAS ("CONSULTANT").

WHEREAS, on May 6, 2015, CITY and CONSULTANT entered into a Consultant Services Agreement to provide services necessary for investigation, analysis, contract specifications, consultation, services during construction and other services for a project known as Water Pollution Control Plant Construction Management Services; and

WHEREAS, on May 13, 2018, CITY and CONSULTANT entered into a First Amendment to Consultant Services Agreement whereby the Services by CONSULTANT, Notice to Proceed, and Time for Performance were modified to incorporate Exhibit A-1, and the Payment for Fees and Expenses was modified as not to exceed \$8,665,632; and

WHEREAS, on June 28, 2018, The Covello Group, Inc. was dissolved via an executed Stock Purchase Agreement, as evidenced by Exhibit "D"; and

WHEREAS, on June 28, 2018, CITY was issued written notification that the resulting legal entity is one and the same, with no change in corporate staff nor changes in services rendered to CITY, nor changes in assignment of contract personnel will occur as a result of the legal entity name change, as evidenced by Exhibit "E"; and

WHEREAS, on October 17, 2018, CITY and CONSULTANT entered into a Second Amendment to Consultant Services Agreement whereby CITY acknowledged all references to "The Covello Group, Inc." shall henceforth be to "PSOMAS"; and

WHEREAS, the parties now agree that a Third Amendment to said Agreement is advisable;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS THIRD AMENDMENT TO CONSULTANT SERVICES AGREEMENT:

1. Services by CONSULTANT

Replace the first paragraph with the following:

CONSULTANT shall provide services in accordance with Exhibit "A" entitled "Scope of Work", Exhibit "A-1" entitled "Additional Scope of Work", and Exhibit "A-2" entitled "Additional Scope of Work – 1". All exhibits referenced in this Agreement are attached hereto and are incorporated herein by reference. To accomplish that end, CONSULTANT agrees to assign Bruce Presser, PE, to this project, to act in the capacity of Project Manager and personally direct the professional services to be provided by CONSULTANT.

2. Notice to Proceed/Completion of Services

Replace paragraph (b) with the following:

(b) When CITY determines that CONSULTANT has satisfactorily completed the services defined in Exhibit "A"; Exhibit "A-1"; and Exhibit "A-2", CITY shall give CONSULTANT written Notice of Final Acceptance, and CONSULTANT shall not incur any further costs hereunder. CONSULTANT may request this determination of completion when, in its opinion, it has satisfactorily completed the Scope of Work (Exhibit "A"); Additional Scope of Work (Exhibit "A-1"); and Additional Scope of Work – 1 (Exhibit "A-2") and if so requested, CITY shall make this determination within fourteen (14) days of such request.

3. Time for Performance

Replace this section with the following:

The term of this Agreement will be from contract execution through the duration of the construction of the Primary Treatment Facility Project, through the completion of the pre-construction activities for the Administration and Laboratory Building, or through the completion of the pre-construction activities for the Secondary Treatment and Dewatering Project, whichever comes later, unless otherwise terminated. CONSULTANT shall deliver the agreed upon services to CITY as specified in Exhibits "A", "A-1", and "A-2".

4. Payment of Fees and Expenses

Replace the paragraph with the following:

Payments shall be made to CONSULTANT on a monthly basis as set forth in the attached Exhibit "B" entitled "Compensation Schedule", Exhibit "B-1" entitled "Additional Compensation Schedule", and Exhibit "B-2" entitled "Additional Compensation Schedule -1." All compensation will be based on monthly billings as provided in Exhibit "B", Exhibit "B-1", and Exhibit "B-2." Compensation will not be due until said detailed billing is submitted to CITY within a reasonable time before payment is expected to allow for normal CITY processing. An estimate of the percent of total completion associated with the various categories of the services shall be furnished by CONSULTANT with said billing. When applicable, copies of pertinent financial records will be included with the submission of billing(s) for all direct reimbursables. Compensation shall not exceed the amounts set forth in Exhibit "B", Exhibit "B-1", and Exhibit "B-2" for each phase. In no event shall the total amount of compensation payable under this agreement exceed the sum of Eight Million Nine Hundred Eighty Five Thousand Nine Hundred Ninety One and No/100 Dollars (\$8,985,991.00) unless upon written modification of this Agreement. All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707.

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Agreement Amendment.

ATTEST:

CITY OF SUNNYVALE ("CITY")

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

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

PSOMAS ("CONSULTANT")

By \_\_\_\_\_

APPROVED AS TO FORM:

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

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

By \_\_\_\_\_

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



**EXHIBIT A-2  
CITY OF SUNNYVALE  
WATER POLLUTION CONTROL PLANT  
PLANT REHABILITATION PROJECT  
PSOMAS – PRECONSTRUCTION PHASE  
ADDITIONAL SCOPE OF WORK -1**

**I. GENERAL**

This scope of work provides Preconstruction and Bid Period services for the Plant Rehabilitation Project at the Water Pollution Control Plant (WPCP) for the City of Sunnyvale, California. Psomas will serve as the City's Construction Management Consultant (CMC) for this work.

**II. PRECONSTRUCTION PERIOD**

**1. Design Information Memorandums (DIM)**

- a. Psomas will participate in the Workshops and review of the following DIMs. Psomas will provide written comments following the review of each DIM.

- 1. DIM – Western Perimeter Wall

**2. Constructability Reviews**

- a. Constructability reviews will be performed for the 30%, 60%, 90% and 100% design packages for two separate Bid Packages, Western Perimeter Wall and WPCP Rehabilitation Projects. Constructability reviews will be performed for the 50%, 90%, and 100% design packages for the Site Preparation/Utility Relocation Bid Package.
- b. Constructability Review: Psomas will conduct Constructability Reviews for each project and design level package identified above and provide comments on the Plans and Specifications for the following:
  - 1. Conflicts, omissions, and ambiguities between the plans and specifications.
  - 2. Completeness of the bidding documents.
  - 3. Coordination between the design disciplines.
  - 4. Constructability of the project's facilities.
  - 5. Potential claim areas based on Psomas' experience with this type of work.
  - 6. Plant operations access and operational considerations during construction and after construction during normal operations.
  - 7. Contractor Qualifications: Psomas will provide recommendation on Contractor's, I&C Integration Subcontractor's, and Electrical Subcontractor's experience for inclusion in the Bid Documents.
  - 8. Sequence & Constraints: Psomas will review and provide comments on the construction sequencing, constraints and shutdowns initially developed by the City/Design Consultant (DC).
  - 9. Startup & Testing: Psomas will review and provide comments on the project startup and testing requirements initially developed by the City/DC.
  - 10. Quality Control Testing: Psomas will review and assist with developing the Contractors' Quality Control (QC) testing and inspection requirements and Psomas' Quality Assurance (QA) role.

11. Psomas will confirm that site logistical issues have been addressed including Contractor parking, staging, laydown and storage areas, and ingress/egress for construction and plant operations.
12. Psomas will review and provide comments on the Contractors' responsibilities relative to permit requirements including the Mitigation and Monitoring Reporting Program (MMRP).
13. Review of the electrical and instrumentation specifications and drawings will primarily be provided by Todd Beecher, Beecher Engineering.
14. Review of the geotechnical aspects of the project will be provided by Dave Mathy, DCM Consulting.

The Constructability Review will not include a comprehensive review of all technical specifications or plans but will concentrate on the areas where our past experience has shown the greatest potential for value is generally found. The review will not include a review for building code compliance, design peer review, design plan check or value engineering. The main purpose of a constructability review is to mitigate potential costly problems and changes during construction. The review can reduce and minimize contractual disputes that often arise during the actual construction of the project.

- c. Review Comments: Four weeks are allotted for review of each design package. Detailed written review comments will be provided electronically. Review comments will include plan number and specification number, comment and/or suggestion, Psomas reviewer, space for designer's response, weighted system (critical, general or editorial), and space for including follow-up notes.
- d. City/Design Consultant Response: Psomas requests that the City/DC provide written response to Psomas' review comments. Psomas will review responses to determine if the comments have been adequately incorporated in the documents.
- e. Review Meeting: Psomas will meet with the City and DC to review the findings of each of our reviews. Psomas will review all meeting record of discussions and confirm that comments/discussions have been accurately captured.

### **3. Geotechnical Report**

- a. Psomas will review the Draft and Final Geotechnical Reports.

### **4. Forecast Schedule**

- a. Schedule: Psomas will review and provide additional details if necessary to the forecast schedules prepared by the DC. Psomas' forecast schedule review will assess whether the construction duration (Contract Period) is reasonable and with the incorporation of any possible milestones into the Construction Contract(s).
- b. Weather Days: Psomas will provide recommendations for allowable weather days for the construction Contract(s).
- c. Liquidated Damages: Psomas will provide recommendations for liquidated damages for Substantial Completion and milestones for the construction Contract(s).

### **5. Team and Design Meetings/Project Coordination**

- a. Psomas will attend design and team meetings as necessary. See Exhibit B for budgeted effort.

- b. Psomas will be available for project coordination, communication, and to provide technical expertise as necessary for construction decisions during design.

**6. Front End Specifications**

- a. Psomas will update and tailor the front-end specifications using the base documents previously provided by Psomas. The DC will complete the general formatting of the documents (margins, headers, footers, page numbers, etc) and manage the updates/revisions to be consistent with the overall project requirements for each submittal package.

**III. BID PERIOD**

**1. Bid Advertising**

- a. The City will manage the advertisement and issuance of the bid packages to the Contractors.
- b. The City will manage the distribution of bid documents to plan holders and maintain the plan holders list.

**2. Prebid Meeting**

- a. Psomas will attend the prebid meeting. DC/City responsible for documenting meeting discussions.
- b. City will facilitate the meeting.

**3. Addendum**

- a. DC will review Bidders' questions and prepare addenda.
- b. Psomas will assist with review of addenda, prior to issuance, as requested by the City.
- c. DC and City will manage the fielding of questions from Bidders and issuance of addenda.

**4. Bid Review:** Psomas will assist the City with evaluating and reviewing the bid proposals for completeness, alternate prices and unit prices (if applicable), and determining the lowest responsive, responsible bidder. DC will provide review assistance for technical considerations such as named equipment manufacturers.

**5. Insurance and Bond Coordination:** The City will review the Contractor's bonds and evidence of insurance and coordinate resolution of comments and/or non-compliance with the Contractor. Psomas will assist with this effort as requested by the City.

**6. Notice of Award:** The City will prepare and issue the Notice of Award.

**7. Notice to Proceed:** The City will prepare and issue the Notice to Proceed.

EXHIBIT B-2



**ADDITIONAL COMPENSATION SCHEDULE -1**  
**CITY OF SUNNYVALE - WATER POLLUTION CONTROL**  
**PLANT PLANT REHABILITATION PROJECT**  
**PRECONSTRUCTION PERIOD SERVICES**  
**PSOMAS - STAFF EFFORT AND BUDGET ESTIMATE**

October 3, 2019

	C.Davenport (Sr. Adv.)	M.Redig (PM/CM)	TBD (CM)	Discipline Specialist	Subconsultants		TOTAL
					D. Mathy (Geotech)	T. Beecher (Elec)	
FY 20 Billing Rate	\$ 235	\$ 216	\$ 216	\$ 206	\$ 230	\$ 206	
FY 21 Billing Rate	\$ 242	\$ 222	\$ 222	\$ 212	\$ 237	\$ 212	
<b>ACTIVITY DESCRIPTION</b>	<b>(Hours)</b>	<b>(Hours)</b>	<b>(Hours)</b>	<b>(Hours)</b>	<b>(Hours)</b>	<b>(Hours)</b>	<b>(Hours)</b>
<b>1. DIM: Western Perimeter Wall</b>							
a. DIM Review	8	16	0	0	8	0	32
b. Workshop 1	6	6	0	0	0	0	12
Subtotal Hours	14	22	0	0	8		44
Subtotal Psomas Cost - FY 20	\$ 3,290	\$ 4,752	\$ -	\$ -			\$ 8,042
Subtotal Subconsultant					\$ 1,840	\$ -	\$ 1,840
5% Markup					\$ 92	\$ -	\$ 92
Total Task 1							\$ 9,974
<b>BASE SCOPE BID PACKAGE</b>							
<b>2. 30% Project Review</b>							
a. 30% Project Review	12	16	8	8	8	8	60
b. Review Meeting	6	6	6	0	0	0	18
Subtotal Hours	18	22	14	8	8	8	78
Subtotal Covello Cost - FY 20	\$ 4,230	\$ 4,752	\$ 3,024	\$ 1,648			\$ 13,654
Subtotal Subconsultant					\$ 1,840	\$ 1,648	\$ 3,488
5% Markup					\$ 92	\$ 82	\$ 174
Total Task 2							\$ 17,316
<b>3. 60% Constructability Review</b>							
a. 60% Constructability Review	12	24	24	16	16	16	108
b. Review Meetings	8	8	8	0	0	6	30
Subtotal Hours	20	32	32	16	16	22	138
Subtotal Covello Cost - FY 20	\$ 4,700	\$ 6,912	\$ 6,912	\$ 3,296			\$ 21,820
Subtotal Subconsultant					\$ 3,680	\$ 4,532	\$ 8,212
5% Markup					\$ 184	\$ 227	\$ 411
Total Task 3							\$ 30,443
<b>4. 90% Constructability Review</b>							
a. 90% Constructability Review	20	32	32	24	16	24	148
b. Review Meetings	8	8	8	0	2	2	28
Subtotal Hours	28	40	40	24	18	26	176
Subtotal Covello Cost - FY 21	\$ 6,777	\$ 8,899	\$ 8,899	\$ 5,092			\$ 29,668
Subtotal Subconsultant					\$ 4,264	\$ 5,517	\$ 9,781
5% Markup					\$ 213	\$ 276	\$ 489
Total Task 4							\$ 39,938
<b>5. 100% Constructability Review</b>							
a. 100% Constructability Review	12	20	20	0	6	16	74
b. Review Meeting	8	8	8	0	0	2	26
Subtotal Hours	20	28	28	0	6	18	100
Subtotal Covello Cost - FY 21	\$ 4,841	\$ 6,229	\$ 6,229	\$ -			\$ 17,300
Subtotal Subconsultant					\$ 1,421	\$ 3,819	\$ 5,241
5% Markup					\$ 71	\$ 191	\$ 262
Total Task 5							\$ 22,803
<b>PERIMETER WALL BID PACKAGE</b>							
<b>6. 30% Project Review</b>							
a. 30% Project Review	8	16	8	0	6	0	38
b. Review Meeting	6	6	6	0	0	0	18
Subtotal Hours	14	22	14	0	6	0	56
Subtotal Covello Cost - FY 20	\$ 3,290	\$ 4,752	\$ 3,024	\$ -			\$ 11,066
Subtotal Subconsultant					\$ 1,380	\$ -	\$ 1,380
5% Markup					\$ 69	\$ -	\$ 69
Total Task 6							\$ 12,515
<b>7. 60% Constructability Review</b>							
a. 60% Constructability Review	8	16	16	0	16	0	56
b. Review Meetings	6	6	6	0	0	0	18

Subtotal Hours	14	22	22	0	16	0	74
Subtotal Covello Cost - FY 20	\$ 3,290	\$ 4,752	\$ 4,752	\$ -			\$ 12,794
Subtotal Subconsultant					\$ 3,680	\$ -	\$ 3,680
5% Markup					\$ 184	\$ -	\$ 184
Total Task 7							\$ 16,658
<b>8. 90% Constructability Review</b>							
a. 90% Constructability Review	16	32	32	0	16	0	96
b. Review Meetings	6	6	6	0	0	0	18
Subtotal Hours	22	38	38	0	16	0	114
Subtotal Covello Cost - FY 21	\$ 5,325	\$ 8,454	\$ 8,454	\$ -			\$ 22,234
Subtotal Subconsultant					\$ 3,790	\$ -	\$ 3,790
5% Markup					\$ 190	\$ -	\$ 190
Total Task 8							\$ 26,214
<b>9. 100% Constructability Review</b>							
a. 100% Constructability Review	8	20	20	0	8	0	56
b. Review Meeting	6	6	6	0	0	0	18
Subtotal Hours	14	26	26	0	8	0	74
Subtotal Covello Cost - FY 21	\$ 3,389	\$ 5,784	\$ 5,784	\$ -			\$ 14,958
Subtotal Subconsultant					\$ 1,895	\$ -	\$ 1,895
5% Markup					\$ 95	\$ -	\$ 95
Total Task 9							\$ 16,948
<b>SITE PREP / UTILITY RELOCATION BID PACKAGE</b>							
<b>10. 50% Project Review</b>							
a. 50% Project Review	16	24	24	0	16	16	96
b. Review Meeting	6	6	6	0	0	0	18
Subtotal Hours	22	30	30	0	16	16	114
Subtotal Covello Cost - FY 20	\$ 5,170	\$ 6,480	\$ 6,480	\$ -			\$ 18,130
Subtotal Subconsultant					\$ 3,680	\$ -	\$ 3,680
5% Markup					\$ 184	\$ -	\$ 184
Total Task 10							\$ 21,994
<b>11. 90% Constructability Review</b>							
a. 90% Constructability Review	16	32	32	0	8	8	96
b. Review Meetings	6	6	6	0	0	0	18
Subtotal Hours	22	38	38	0	8	8	114
Subtotal Covello Cost - FY 20	\$ 5,170	\$ 8,208	\$ 8,208	\$ -			\$ 21,586
Subtotal Subconsultant					\$ 1,840	\$ -	\$ 1,840
5% Markup					\$ 92	\$ -	\$ 92
Total Task 11							\$ 23,518
<b>12. 100% Constructability Review</b>							
a. 100% Constructability Review	16	20	20	0	8	0	64
b. Review Meetings	6	6	6	0	0	0	18
Subtotal Hours	22	26	26	0	8	0	82
Subtotal Covello Cost - FY 21	\$ 5,325	\$ 5,784	\$ 5,784	\$ -			\$ 16,894
Subtotal Subconsultant					\$ 1,895	\$ -	\$ 1,895
5% Markup					\$ 95	\$ -	\$ 95
Total Task 12							\$ 18,884
<b>13. Forecast Schedule Review - LDs / WDs</b>							
	4	12	16	0	0	0	32
Total Task 13 - FY 21	\$ 968	\$ 2,670	\$ 3,560	\$ -	\$ -	\$ -	\$ 7,198
<b>14. Team Meetings/Project Coordination</b>							
	12	32	32	0	0	0	76
Total Task 14 - FY 21	\$ 2,905	\$ 7,119	\$ 7,119	\$ -	\$ -	\$ -	\$ 17,143
<b>15. Front-End Specification Review</b>							
	12	32	32	0	0	0	76
Total Task 15 - FY 21	\$ 2,905	\$ 7,119	\$ 7,119	\$ -	\$ -	\$ -	\$ 17,143
<b>16. Equipment Procurement Assistance</b>							
	0	0	0	0	0	0	0
Total Task 16 - FY 21	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>17. Bid Period Assistance</b>							
	16	40	40	0	0	0	96
Total Task 17 - FY 21	\$ 3,873	\$ 8,899	\$ 8,899	\$ -	\$ -	\$ -	\$ 21,671
<b>TOTAL - Precon Period Services (Hours)</b>							
	274	462	428	48	134	98	1,444
<b>TOTAL - Precon Period Services (Budget)</b>							
							\$320,359

- Escalation estimate is based on an approximate 3% billing rate adjustment each fiscal year; starting on January 1, 2020
- Fiscal year for each task is assumed based on DC schedule dated 7/12/19





# City of Sunnyvale

## Agenda Item

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19-1184

Agenda Date: 11/5/2019

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### **SUBJECT**

Adopt Ordinance No. 3148-19 to amend Chapter 16.52 (FIRE CODE) of Title 16 (BUILDINGS AND CONSTRUCTION) of the Sunnyvale Municipal Code to Adopt by Reference the 2019 California Fire Code with Local Amendments and Related Findings

### **RECOMMENDATION**

Adopt Ordinance No. 3148-19

### **ATTACHMENT**

1. Ordinance No. 3148-19

**ORDINANCE NO. 3148-19**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY  
OF SUNNYVALE TO AMEND CHAPTER 16.52 (FIRE  
CODE) OF TITLE 16 (BUILDINGS AND CONSTRUCTION)  
OF THE SUNNYVALE MUNICIPAL CODE TO ADOPT BY  
REFERENCE THE 2019 CALIFORNIA FIRE CODE WITH  
LOCAL AMENDMENTS AND RELATED FINDINGS**

WHEREAS, the International Fire Code (“IFC”) is a model fire code that regulates minimum fire safety requirements for new and existing buildings, facilities, storage and processes; and

WHEREAS, the IFC is in use or adopted in 42 states and is published every three years by the International Code Council; and

WHEREAS, in California, the California Building Standards Commission (“CSBC”) is responsible for administering the implementation of the California building codes, and adopts the IFC with new statewide amendments every three years; and

WHEREAS, this adopted code is known as the California Fire Code (“CFC”) and is found in Part 9 of Title 24 of the California Code of Regulations, and Title 24 is commonly referred to as the California Building Standards Code; and

WHEREAS, the State of California adopted the 2019 California Fire Code in January 2019, and published the documents on July 1, 2019; and

WHEREAS, all local jurisdictions are required to hold public hearings and adopt the CFC with any local amendments by January 1, 2020, or accept by default the version adopted by the State; and

WHEREAS, local amendments to the CFC must be supported with findings that are based on unique local climatic, geologic and topographic conditions of the area; and

WHEREAS, the City of Sunnyvale desires to amend Chapter 16.52 (Fire Code) of the Sunnyvale Municipal Code to adopt the California Fire Code with local amendments for implementation on January 1, 2020.

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

SECTION 1. CHAPTER 16.52 AMENDED. Chapter 16.52 (Fire Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby amended to read as follows:

## **Chapter 16.52**

### **FIRE CODE**

- 16.52.010. Title.**
- 16.52.020. Adoption by reference.**
- 16.52.030. Fire district designated.**
- 16.52.040. Hazardous materials.**
- 16.52.050. Duties are discretionary.**
- 16.52.060. Referenced codes.**
- 16.52.101. Scope and administration.**
- 16.52.103. Department of fire prevention.**
- 16.52.104. General authority and responsibilities.**
- 16.52.105. Permits.**
- 16.52.106. Fees. [Renumbered]**
- 16.52.107. Inspections. [Renumbered]**
- 16.52.108. Maintenance. [Renumbered]**
- 16.52.109. Board of appeals. [Renumbered]**
- 16.52.110. Violations. [Renumbered]**
- 16.52.111. Unsafe buildings. [Renumbered]**
- 16.52.112. Stop work or use order. [Renumbered]**
- 16.52.202. General definitions.**
- 16.52.315. General storage.**
- 16.52.321. Additive manufacturing.**
- 16.52.401. Emergency planning and preparedness.**
- 16.52.403. Emergency preparedness.**
- 16.52.405. Emergency evacuation drills.**
- 16.52.503. Fire apparatus access roads.**
- 16.52.504. Access to building openings and doors.**
- 16.52.505. Premises identification.**
- 16.52.507. Fire protection water supplies.**
- 16.52.508. Fire command center.**
- 16.52.510. Emergency responder radio coverage.**
- 16.52.511. Firefighter air replenishment systems.**
- 16.52.512. High rise building emergency helicopter landing facility.**
- 16.52.601. Building services and systems.**
- 16.52.603. Fuel-fired appliances.**
- 16.52.604. Electrical equipment, wiring and hazards. [Renumbered]**

- 16.52.605. Mechanical refrigeration. [Renumbered]**
- 16.52.901. Fire protection systems.**
- 16.52.903. Automatic sprinkler systems.**
- 16.52.904. Alternative automatic fire-extinguishing systems.**
- 16.52.905. Standpipe systems.**
- 16.52.909 Smoke control systems.**
- 16.52.913. Fire pumps.**
- 16.52.914. Fire protection based on special detailed requirements of use and occupancy.**
- 16.52.1011. Stairways. [Renumbered]**
- 16.52.1031. Maintenance of means of egress. [Renumbered]**
- 16.52.1103. Fire safety requirements for existing buildings.**
- 16.52.1203 Emergency and standby power systems.**
- 16.52.2311. Repair garages.**
- 16.52.3304. Precautions against fire.**
- 16.52.3311. Means of egress.**
- 16.52.5001. Hazardous materials: general.**
- 16.52.5003. Hazardous materials: general requirements.**
- 16.52.5004. Hazardous materials: storage.**
- 16.52.5601. Explosives and fireworks.**
- 16.52.5704. Flammable and combustible liquids.**
- 16.52.5706. Special operations.16.52.5707. On-demand mobile fueling.**
- 16.52.5809 Mobile gaseous fueling of hydrogen vehicles.**
- 16.52.6004. Highly toxic and toxic compressed gases.**
- 16.52.6405. Pyrophoric materials.**
- 16.52.7000. Modifications.**
- 16.52.7100. Flow requirements for buildings.**
- 16.52.7500. Fire hydrant spacing.**
- 16.52.8101. Fire apparatus and access roads.**
- 16.52.8102. Required access.**
- 16.52.8103. Minimum specifications.**
- 16.52.8104. Aerial fire apparatus access roads.**
- 16.52.8105. Multi-family residential developments.**
- 16.52.9000. Firefighter air replenishment systems.**
- 16.52.9080. Reference Standards**

**16.52.010. Title.**  
[Text unchanged.]

**16.52.020. Adoption by reference.**

The “2018 International Fire Code” in its entirety, along with Appendices B, C, D, E, F, G, H, I, L, N as published by the International Code Council, Inc., and amendments to sections of the 2018 International Fire Code and Appendix O adopted by the State Building Standards Commission in California Code of Regulations (CCR) Title 24, Part 9 known as the California Fire Code; is hereby adopted by reference, with changes and modifications as hereinafter set forth, as

the Fire Code of the City of Sunnyvale.

**16.52.030 – 16.52.104**

[Text unchanged.]

**16.52.105. Permits.**

(a) – (k) [Text unchanged]

(l) **Carnivals and fairs.**

California Fire Code Section 105.6.4 is hereby amended to read:

**[A] 105.6.4 Carnivals and fairs.** An operational permit is required to conduct a carnival, fair or outdoor assembly event. See also 105.6.36, Outdoor assembly event.

(m) **Explosives.** [Text unchanged; renumbered.]

California Fire Code Section 105.6.14 is hereby amended to read:

**[A] 105.6.14 Explosives.**

(n) **Limits established by law.** [Renumbered]

California Fire Code Section 105.6 is hereby amended by adding Section 105.6.14.1 to read:

**105.6.14.1 Limits established by law.** [Text unchanged]

(o) **Flammable and combustible liquids.** [Text unchanged; renumbered.]

California Fire Code Section 105.6.16 is hereby amended to read:

**105.6.16 Flammable and combustible liquids.** [Text unchanged.]

An operational permit is required:

1. To use or operate a pipeline for the transportation within facilities of flammable or combustible liquids. This requirement shall not apply to the off-site transportation in pipelines regulated by the Department of Transportation (DOTn) nor does it apply to piping systems.
2. To store, handle or use Class I liquids in excess of 5 gallons (19 L) in a building or in excess of 10 gallons (37.9 L) outside of a building, except that a permit is not required for the following:
  - 2.1. The storage or use of Class I liquids in the fuel tank of a motor vehicle, aircraft, motorboat, mobile power plant or mobile heating plant, unless such storage, in the opinion of the fire code official, would cause an unsafe condition.

- 2.2. The storage or use of paints, oils, varnishes or similar flammable mixtures where such liquids are stored for maintenance, painting or similar purposes for a period of not more than 30 days.
3. To store, handle or use Class II or Class IIIA liquids in excess of 25 gallons (95 L) in a building or in excess of 60 gallons (227 L) outside a building, except for fuel oil used in connection with oil-burning equipment.
4. To store, handle or use Class IIIB liquids in tanks or portable tanks for fueling motor vehicles at motor fuel-dispensing facilities or where connected to fuel-burning equipment.  
**Exception:** Fuel oil and used motor oil used for space heating or water heating.
5. To remove Class I or II liquids from an underground storage tank used for fueling motor vehicles by any means other than the approved, stationary on-site pumps normally used for dispensing purposes.
6. To operate tank vehicles, equipment, tanks, plants, terminals, wells, fuel-dispensing stations, refineries, distilleries and similar facilities where flammable and combustible liquids are produced, processed, transported, stored, dispensed or used.
7. To place temporarily out of service (for more than 90 days) an underground, protected above-ground or above-ground flammable or combustible liquid tank.
8. To change the type of contents stored in a flammable or combustible liquid tank to a material that poses a greater hazard than that for which the tank was designed and constructed.
9. To manufacture, process, blend or refine flammable or combustible liquids.
10. To engage in the dispensing of liquid fuels into the fuel tanks of motor vehicles at commercial, industrial, governmental or manufacturing establishments in accordance with Section 5706.5.4 or to engage in on-demand mobile fueling operations in accordance with Section 5707.
11. To utilize a site for the dispensing of liquid fuels from tank vehicles into the fuel tanks of motor vehicles, marine craft and other special equipment at commercial, industrial, governmental or manufacturing establishments in accordance with Section 5706.5.4 or to utilize a site for on-demand mobile fueling operations in accordance with Section 5707.

**(p) Mobile fueling of hydrogen-fueled vehicles.**

California Fire Code Section 105.6.16.1 is hereby amended to read:

**105.6.16.1 Mobile fueling of hydrogen-fueled vehicles.** An operational permit is required:

1. To engage in the mobile dispensing of gaseous hydrogen as a fuel into

the fuel tanks of motor vehicles.

2. To utilize a site for the dispensing of gaseous hydrogen as a fuel from tank vehicles into the fuel tanks of motor vehicles.

**Exception:** In cases of an emergency, a site permit is not required.

**(q) Outdoor assembly event.**

California Fire Code Section 105.6.36 is hereby amended to read as follows:

**105.6.36 Outdoor assembly event.** An operational permit is required to conduct an outdoor assembly event where planned attendance exceeds 1,000 persons or where permanent or temporary installation of barricades or fencing confine more than 100.

**Exception:** Events held at Group R, Division 3 occupancies.

**(r) Hot work operations.** [Text unchanged; renumbered.]

California Fire Code Section 105.6.23 is hereby amended to read:

**[A] 105.6.23 Hot work operations.** [Text unchanged.]

**(s) LP-gas.** [Renumbered]

California Fire Code Section 105.6.27 is hereby amended to read:

**[A] 105.6.27 LP-gas.** [Text unchanged.]

**(t) Miscellaneous combustible storage.** [Text unchanged; renumbered.]

California Fire Code Section 105.6.29 is hereby amended to read:

**[A] 105.6.29 Miscellaneous combustible storage.** [Text unchanged.]

**(u) Mobile food preparation vehicle.**

California Fire Code Section 105.6 is hereby amended by deleting Section 105.6.30.

**(v) Additive manufacturing.**

California Fire Code Section 105.6 is hereby amended by adding Section 105.6.52 to read:

**105.6.52 Additive manufacturing.** An operational permit is required to conduct industrial additive manufacturing operations in accordance with Section 321.

**(w) Lithium batteries.**

California Fire Code Section 105.6 is hereby amended by adding Section 105.6.53 to read:

**105.6.53 Lithium batteries.** An operational permit is required to store or handle lithium batteries or cells in quantities exceeding 1,000 pounds.

- (x) **Stationary battery system.** [Text unchanged; renumbered.]  
California Fire Code Section 105.6.54 is hereby amended to read as follows:

**105.6.54 Stationary battery system.** An operational permit is required for stationary storage battery systems regulated in Chapter 12.

- (y) **Child-care center.** [Text unchanged; renumbered.]  
California Fire Code Section 105.6.55 is hereby amended to read as follows:

**105.6.55 Child-care center.** [Text unchanged.]

- (z) **Emergency responder radio coverage system.** [Text unchanged; renumbered.]  
California Fire Code Section 105.6.56 is hereby amended to read as follows:

**105.6.56 Emergency responder radio coverage system.** [Text unchanged.]

- (aa) **Firefighter air replenishment system.** [Text unchanged; renumbered.]  
California Fire Code Section 105.6.57 is hereby amended to read as follows:

**105.6.57 Firefighter air replenishment system.** [Text unchanged.]

- (bb) **Group home.** [Text unchanged; renumbered.]  
California Fire Code Section 105.6.58 is hereby amended to read as follows:

**105.6.58 Group home.** [Text unchanged.]

- (cc) **Hazardous material stabilization.** [Text unchanged; renumbered.]  
California Fire Code Section 105.6.59 is hereby amended to read as follows:

**105.6.59 Hazardous material stabilization.** [Text unchanged.]

- (dd) **Helicopter lifts.** [Text unchanged; renumbered.]  
California Fire Code Section 105.6.60 is hereby amended to read as follows:

**105.6.60 Helicopter lifts.** [Text unchanged.]

- (ee) **Hospitals and psychiatric hospitals.** [Text unchanged; renumbered.]  
California Fire Code Section 105.6.61 is hereby amended to read as follows:

**105.6.61 Hospitals and psychiatric hospitals.** [Text unchanged.]

- (ff) **Residential care facility for the elderly.** [Text unchanged; renumbered.]  
California Fire Code Section 105.6.62 is hereby amended to read as follows:

**105.6.62 Residential care facility for the elderly.** [Text unchanged.]

- (gg) **Residential care facility for the chronically ill.** [Text unchanged; renumbered.]  
California Fire Code Section 105.6.63 is hereby amended to read as follows:

**105.6.63 Residential care facility for the chronically ill.** [Text unchanged.]

- (hh) **Temporary assembly occupancy.** [Text unchanged; renumbered.]  
California Fire Code Section 105.6.64 is hereby amended to read as follows:

**105.6.64 Temporary assembly occupancy.** [Text unchanged.]

- (ii) **Firefighter air replenishment system.** [Text unchanged; renumbered.]  
California Fire Code Section 105.7 is hereby amended by adding Section 105.7.25 as follows:

**105.7.25 Firefighter air replenishment system.** [Text unchanged.]

**16.52.106. Fees.** [Text unchanged, renumbered.]  
California Fire Code Section 106 is hereby amended to read:

**[A] 106.1 Fees.** [Text unchanged.]

**[A] 106.2 Schedule of permit fees.** [Text unchanged.]

**[A] 106.3 Related fees.** [Text unchanged.]

**106.4 Refunds.** [Text unchanged.]

**16.52.107. Inspections.** [Text unchanged; renumbered]

(a) **Special inspections.**

California Fire Code Section 107.5 is hereby amended to read:

**107.5 Special inspections.** [Text unchanged]

**16.52.108. Maintenance.** [Text unchanged; renumbered]

(a) **Overcrowding.**

California Fire Code Section 108.6 is hereby amended to read:

**[A] 108.6 Overcrowding.** [Text unchanged.]

(b) **Hazard abatement.**

California Fire Code Section 108.7 is hereby amended to read:

**108.7 Hazard abatement.** [Text unchanged.]

**16.52.109. Board of appeals.** Text unchanged; renumbered.]

**16.52.110. Violations.** [Text unchanged; renumbered.]

(a) **Unlawful acts.**

California Fire Code Section 110.1 is hereby amended to read as follows:

**[A] 110.1 Unlawful acts.** [Text unchanged.]

(b) **Violation penalties.**

California Fire Code Section 110.4 is hereby amended to read:

**[A] 110.4 Violation penalties.** [Text unchanged.]

(c) **Civil penalties.**

California Fire Code Section 110.4 is hereby amended to read:

**110.4.2 Civil Penalties.** [Text unchanged.]

**16.52.111. Unsafe buildings.** [Text unchanged; renumbered.]

(a) **General.**

California Fire Code Sections 111.1 – 111.1.2 is hereby amended to read:

[A] **111.1 General.** [Text unchanged.]

[A] **111.1.1 Unsafe conditions.** [Text unchanged.]

[A] **111.1.2 Structural hazards.** When an apparent structural hazard is caused by the faulty installation, operation or malfunction of any of the items or devices governed by this code, the *fire code official* is authorized to immediately notify the building code official in accordance with Section 111.1.

(b) **Notification.**

California Fire Code Section 111.5 is hereby amended to read:

**111.5 Notification.** [Text unchanged.]

**16.52.112. Stop work or use order.** [Text unchanged, renumbered.]

(a) **Order.**

California Fire Code Section 112.1 is hereby amended to read:

(b) **Issuance.**

California Fire Code Section 112.2 is hereby amended to read:

[A] **112.2 Issuance.** [Text unchanged.]

(c) **Emergencies.**

California Fire Code Section 112.3 is hereby amended to read:

[A] **112.3 Emergencies.**

(d) **Failure to comply.**

California Fire Code Section 112.4 is hereby amended to read:

[A] **112.4 Failure to comply.** [Text unchanged.]

**16.52.202. General definitions.**

California Fire Code Section 202 is hereby amended by adding and amending the following definitions:

**3D PRINTER.** A machine used in the additive manufacturing process for

fabricating objects through the deposition of a material using a print head, nozzle, or another printer technology.

**ADDITIVE MANUFACTURING.** A process of joining materials to make objects from 3D model data, usually layer upon layer, sometimes referred to as 3D printing. The Code recognizes two types of additive manufacturing:

1. Industrial additive manufacturing. 3D printing operations that typically utilize combustible powders or metals, an inert gas supply, a combustible dust collection system, or that create a hazardous (classified) location area or zone outside of the equipment.
2. Non-industrial additive manufacturing. 3D printing operations that do not create a hazardous (classified) location area outside of the equipment, and do not utilize an inert gas supply or a combustible dust collection system.

**BONFIRE.** [Text unchanged.]

is hereby deleted from Section 16.52.202 General definitions.

**CORROSIVE LIQUID.** [Text unchanged.]

**FIRE CHIEF.** [Text unchanged.]

**FIRE DEPARTMENT.** [Text unchanged.]

**FIREFIGHTER AIR REPLENISHMENT SYSTEM (FARS).** [Text unchanged.]

is hereby deleted from Section 16.52.202 General definitions.is hereby deleted from Section 16.52.202 General definitions.is hereby deleted from Section 16.52.202 General definitions.is hereby deleted from Section 16.52.202 General definitions.

is hereby deleted from Section 16.52.202 General definitions.

**SECONDARY CONTAINMENT.** [Text unchanged.]

**SPILL CONTROL.** [Text unchanged.]

**WORKSTATION.** A defined space or an independent principal piece of equipment using hazardous materials with a hazard rating of 3 or 4 in accordance with NFPA 704 where a specific function, laboratory procedure or research activity occurs. *Approved or listed* hazardous materials storage cabinets, flammable liquid storage cabinets or gas cabinets serving a workstation are included as part of the workstation. A workstation is allowed to contain ventilation equipment, fire protection devices, detection devices, electrical devices and other processing and scientific equipment.

**16.52.315. General storage.**

**(a) Storage under stairways.**

California Fire Code Section 315.3.5 is hereby amended to read:

**315.3.5 Storage under stairways.** [Text unchanged]

**(b) Lithium battery storage and handling.**

California Fire Code Section 315 is hereby amended by adding Section 315.8 to read:

**315.8 Lithium Battery Storage and Handling.** The storage and handling of lithium ion and lithium metal batteries or cells in quantities exceeding 1,000 pounds (4086 kg) shall comply with Section 315.8.1 through 315.8.10, and Chapter 32 where applicable.

**315.8.1 Permits.** Permits shall be required as set forth in Section 105.6.53.

**315.8.2 Maximum quantity in a fire area.** The aggregate amount of lithium batteries stored and handled in a single fire area shall not exceed 9,000 pounds (4086 kg).

**315.8.3 Construction requirements.** Fire areas shall be separated from each other by fire barriers having not less than 2-hour fire resistance rating constructed in accordance with Section 707 of the Building Code and horizontal assemblies constructed in accordance with Section 711 of the Building Code.

**315.8.4 Number of fire areas.** The maximum number of fire areas within a building shall be four.

**315.8.5 Group H, Division 2 occupancy.** Storage and handling of more than 9,000 pounds of lithium batteries per fire area shall be in an approved Group H, Division 2 occupancy constructed in accordance with the Building Code and provided throughout with approved automatic smoke detection and radiant-energy detection systems.

**315.8.6 Automatic sprinkler system.** Buildings containing fire areas used for lithium battery storage or handling shall be equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1. The design of the sprinkler system within each fire area shall not be less than that required for Extra Hazard Group 2 with a minimum design area of 2,500 square feet. Where the storage arrangement is required by other provisions of this code to be provided with a higher level of sprinkler system protection, the higher level of sprinkler system protection shall be provided.

**315.8.7 Automatic smoke detection system.** An approved automatic smoke detection system that activates an approved occupant notification system shall be provided throughout each fire area in accordance with Section 907.

**315.8.8 Radiant energy detection.** An approved radiant-energy detection system that activates an approved occupant notification system shall be installed throughout each fire area in accordance with Section 907.

**315.8.9 Collection containers.** Containers used to collect or store lithium batteries shall be noncombustible and shall not have an individual capacity exceeding 30 gallons (113.6 L), or be approved for transportation in accordance with the Department of Transportation (DOTn).

**315.8.10 Storage configuration.** Lithium batteries shall be considered a high-hazard commodity in accordance with Chapter 32 and where applicable, lithium battery storage shall comply with Chapter 32 in addition to Section 315.8.

**16.52.321. Additive manufacturing.**

**(a) Additive manufacturing.**

California Fire Code Chapter 3 is hereby amended by adding Section 321 to read:

**321. Additive Manufacturing.**

**321.1 General.** Additive manufacturing equipment and operations shall comply with Section 321.

**321.1.1 Scope.** Additive manufacturing shall comply with one of the following:

1. Non-industrial additive manufacturing shall comply with Sections 321.1 and 321.2.
2. Industrial additive manufacturing shall comply with Sections 321.1 and 321.3.

**321.1.2 Installation, operation and maintenance.** 3D printers and associated additive manufacturing equipment shall be installed, operated and maintained in accordance with this Code, the listing and the manufacturer's instructions.

**321.1.3 Production materials.** Only the production materials listed for use with the equipment and included in the manufacturer's instructions shall be used.

**321.2 Non-industrial additive manufacturing.** Non-industrial additive

manufacturing equipment and operations shall comply with Section 321.2.1 through 321.2.2. Additive manufacturing equipment and operations that do not comply with Section 321.2 shall comply with Section 321.3.

**321.2.1 Listing.** 3D printers used in non-industrial additive manufacturing shall be listed and labeled in accordance with UL 60950-1, UL 62368-1 or UL 2011. The listing shall also verify:

1. The 3D printers are self-contained and utilize maximum 30-liter pre-packaged production materials.
2. The operation of the 3D printers shall not create a hazardous (classified) electrical area or outside of the unit.
3. If any hazardous (classified) electrical area or zone exists inside of the unit's outer enclosure, the area shall be protected by intrinsically safe electrical construction or other acceptable protection methods.
4. The 3D printers shall not utilize inert gas or an external combustible dust collection.

**321.2.2 Occupancies.** Non-industrial additive manufacturing shall be permitted in all occupancy groups.

**321.3 Industrial additive manufacturing.** Industrial additive manufacturing equipment and operations shall comply with Section 321.3.1 through 321.3.13.

**321.3.1 Permits required.** Permits shall be obtained from the *fire code official* in accordance with Section 105.6 prior to engaging in industrial additive manufacturing operations.

**321.3.2 Listing.** 3D printers used in industrial additive manufacturing shall be listed and labeled in accordance with UL 2011 or approved for the application based on a field evaluation conducted by an approved agency.

**321.3.3 Combustible dusts and metals.** Industrial additive manufacturing operations that store, use or produce combustible dust, combustible particulate solids or combustible metals shall comply with Chapter 22 and this section.

**321.3.4 Powder evaluation.** Printing powders used in industrial additive manufacturing operations shall be tested for combustibility in accordance with NFPA 484 or NFPA 652 as applicable. A copy of test reports shall be provided to the fire code official upon request.

**321.3.5 Combustible (non-metallic) dusts.** Industrial additive manufacturing that uses operations that store, use or produce combustible (non-metallic) dusts shall comply with NFPA 654.

**321.3.6 Combustible metals.** Industrial additive manufacturing operations that store or use combustible metals shall also comply with NFPA 484.

**321.3.7 Ancillary equipment.** Ancillary equipment provided for recycling, sieving, vacuuming or handling combustible powders shall be designed and approved for such use.

**321.3.8 Hazardous materials.** Industrial additive manufacturing operations that store or use hazardous materials exceeding the maximum allowable quantity limits shall comply with Chapter 50.

**321.3.9 Inert Gas.** Additive manufacturing processes that utilize inert gases shall comply with Chapter 53. Ventilation or gas detection shall be provided in accordance with Section 5307.

**321.3.10 Technical assistance.** Where required by the fire code official, a report evaluating the acceptability of technologies, processes, products, facilities, materials and uses associated with the operation shall be provided in accordance with 104.7.2 and approved.

**321.3.11 Performance based design alternative.** Where approved by the fire code official, buildings and facilities where industrial additive manufacturing is performed shall be permitted to comply with the performance-based design options in Section 5001.3 as an alternative to compliance with the other requirements set forth in this Section.

**321.3.12 Occupancies.** Industrial additive manufacturing shall only be conducted in the occupancy groups associated with manufacturing operations. The occupancy may be required by the fire code official to comply with Chapter 50 maximum allowable quantity tables. Where approved, the requirements in Sections 320.2.5 and 320.3.6 shall be permitted to provide the technical basis for determining compliance with Table 5003.1.1(1), footnote q.

**321.3.13 Safety Certification.** The equipment, process, training procedures and occupancy associated with industrial additive manufacturing may be required by the fire code official to receive a safety certification from Underwriter's Laboratory or equivalent.

**16.52.401. Emergency planning and preparedness.**

(a) [Text unchanged.]

**16.52.403. Emergency preparedness requirements.**

(a) **Duties.**

California Fire Code Section 403.12.1.1 is hereby amended to read:

**403.12.1.1 Duty times.** [Text unchanged.]

**16.52.405. – 16.52.507.** [Text unchanged.]

**16.52.508. Fire command center.**

(a) [Text unchanged.]

(b) **Required features.**

California Fire Code Section 508.1.6 is hereby amended to read:

**508.1.6 Required features.** [Text unchanged.]

(c) [Text unchanged.]

**16.52.510. Emergency responder radio coverage.**

(a) – (b) [Text unchanged.]

(c) **Permit required.**

California Fire Code Section 510.3 is hereby amended to read:

**510.3 Permit required.** A construction permit, for the installation of, or modification of, emergency responder radio coverage systems and related equipment is required as specified in Section 105.7.6. Maintenance performed in accordance with this code is not considered a modification and does not require a permit. A frequency change made to an existing system is considered to be new construction and will require a construction permit.

An operational permit is required to maintain an emergency responder radio coverage system as specified in Section 105.6.

(d) [Text unchanged.]

(e) **Technical requirements.**

California Fire Code Section 510.4 is amended to read:

**510.4 Technical requirements.** Systems, components and equipment required under this section to provide the emergency responder radio coverage system shall comply with Emergency Responder Radio Coverage Standards and Policies currently promulgated and in effect by the Sunnyvale Department of Public Safety.

(f) **Installation requirements.**

California Fire Code Section 510.5 is amended to read:

**510.5 Installation requirements.** The installation of the emergency responder radio coverage system shall be in accordance with NFPA 1221

and the current Emergency Responder Radio Coverage Standards and Policies currently promulgated and in effect by the Sunnyvale Department of Public Safety.

**16.52.511. - 16.52.601.** [Text unchanged.]

**16.52.603 Fuel-fired appliances.**

**(a) Prohibited locations.**

California Fire Code Section 603.4.2.1.1 is hereby amended to read:

**603.4.2.1.1 Prohibited locations.** The storage or use of portable outdoor gas-fired heating appliances is prohibited in any of the following locations:

1. Inside of any occupancy where connected to the fuel gas container.
2. Inside of tents, canopies and membrane structures.
3. On exterior balconies and rooftops at other than Group R3 occupancies.

**16.52.604. Electrical equipment, wiring and hazards.** [Renumbered]

**(a) Immersion heaters.**

California Fire Code Section 604 of Subsection 604.12 is hereby amended to read:

**604.12 Immersion Heaters.** [Text unchanged.]

**16.52.605. Mechanical refrigeration.** [Renumbered]

**(a) Standby power.**

California Fire Code Section 605 of Subsection 605.18 is hereby amended to read:

**605.18 Standby power.** [Text unchanged.]

**16.52.901. Fire protection systems.**

**(a) – (b)** [Text unchanged.]

**(c) Records.**

California Fire Code Section 901.6.3 is hereby amended to read:

**901.6.3 Records.** Records of all system inspections, tests and maintenance required by the referenced standard shall be maintained on the premises for a minimum of five years and shall be electronically copied to the fire code official by the company that performed the inspection, testing or maintenance in a manner prescribed by the fire code official. Inspections and tests performed on fire alarm systems shall be documented on appropriate NFPA 72 forms.

**(d)** [Text unchanged.]

**16.52.903. Automatic sprinkler systems.**

(a) – (b) [Text unchanged.]

(c) **Where required.**

California Fire Code Section 903.2 is hereby amended to read:

**903.2 Where required.** Approved automatic sprinkler systems in new and existing buildings and structures shall be provided in the locations described in this Section or in Sections 903.2.1 through 903.2.20, whichever is the more restrictive.

**Exception:** [Text unchanged.]

For the purposes of this Section, firewalls and fire barriers used to separate building areas shall be constructed in accordance with the California Building Code and shall be without openings or penetrations.

1. [Text unchanged.]

2. An automatic sprinkler system shall be provided throughout existing buildings and structures less than 3600 square feet, other than group R-3 occupancies and townhouses, when additions are made that increase the building area to 3600 square feet or greater, or that create conditions described in Sections 903.2.1 through 903.2.20.

**Exception:** [Text unchanged.]

3. An automatic sprinkler system shall be provided throughout existing buildings and structures 3600 square feet or greater, other than group R-3 occupancies and townhouses, when any addition is made, or that create conditions described in Sections 903.2.1 through 903.2.20.

**Exception:** [Text unchanged.]

4. An automatic sprinkler system shall be provided throughout existing buildings and structures 3600 square feet or greater, other than group R-3 occupancies and townhouses, when alterations or repairs are made that are in excess of 50 percent of the existing building area within a 12-month period, or that create conditions described in Sections 903.2.1 through 903.2.20 or Chapter 11. For the purposes of this chapter, alterations and repairs shall be determined by the *fire code official* and include, but not be limited to; changes in T-bar ceiling, changes in the means of egress system, extending travel distances that would otherwise require the addition of automatic fire sprinklers, and extended distances from fire apparatus access roads.

5. - 8. [Text unchanged.]

Such sprinklers may be connected to the domestic water, supply if the

structure is not otherwise required to be fire sprinklered. Systems using domestic water supply shall not be less than 1-inch (25.4-mm) diameter pipe. Sufficient coverage of the area shall be provided and an *approved* accessible shut-off valve is to be provided for each room or area. Where valves are subject to possible vandalism, an *approved* means of securing the valve in the open position shall be provided. Where there are no ceilings, an 18 square inch (11,613 square mm) heat baffle shall be provided not more than 6 inches (152.4 mm) above the sprinkler head. All exposed piping shall be brazed copper or steel.

(d) – (h) [Text unchanged.]

(i) **Corrosion-resistant paint.**

California Fire Code Section 903.3 is hereby amended by adding Section 903.3.10 to read:

**903.3.10 Corrosion-resistant paint.** In open parking garages, steel pipe shall be properly protected from corrosion by painting the pipe with corrosion-resistant paint.

(j) [Text unchanged; renumbered.]

**16.52.904. Alternative automatic fire-extinguishing systems.**

(a) **Monitoring.**

California Fire Code Section 904.3.5 is hereby amended to read:

**904.3.5 Monitoring.** Where a building fire alarm system or dedicated function fire alarm system is installed, automatic fire-extinguishing systems shall be monitored by the building fire alarm system or dedicated function fire alarm system in accordance with NFPA 72.

**16.52.905. Standpipe systems.**

(a) **Required installations.**

California Fire Code Section 905.3 is hereby amended to read:

**905.3 Required installations.** Standpipe systems shall be installed where required by Sections 905.3.1 through 905.3.11.1 and where the *fire code official* determines that additional standpipes are needed in accordance with Section 901.4.4. Standpipe systems are allowed to be combined with *automatic sprinkler systems*.

**Exception:** Standpipe systems are not required in Group R-3 occupancies.

**16.52.909. Smoke control systems.**

(a) **Schedule.**

California Fire Code Section 909.20.1 is hereby amended to read:

**909.20.1 Schedule.** A routine maintenance and operational testing program shall be initiated immediately after the smoke control system has passed the acceptance tests. A written schedule for routine maintenance and operational testing shall be established and both shall occur at least annually.

**16.52.913. Fire pumps.**

**(a) Additional pump required.** [Renumbered.]

California Fire Code Section 913.6 is hereby amended by adding Section 913.9.1 to read:

**913.6.1 Additional pump required.** Buildings having floors used for human occupancy located more than one hundred fifty feet above the lowest floor level having building access shall have a minimum of two independently driven fire pumps which shall be provided and sized for fire sprinkler demand and fire department standpipe operation.

**16.52.914. Fire protection based on special detailed requirements of use and occupancy.** [Text unchanged.]

**16.52.1011. Stairways.** [Renumbered.]

**(a) Roof access**

California Fire Code Section 1011.12.2 is hereby amended to read:

**1011.12.2 Roof access.** Where a *stairway* is provided to a roof, access to the roof shall be provided through a *penthouse* complying with Section 1510.2 of the *California Building Code*.

**Exception:** In buildings without an occupied roof, access to the roof shall be permitted to be a roof hatch or trap door not less than 16 square feet (1.5 m<sup>2</sup>) in area and having a minimum dimension of 2 feet 6 inches (762 mm).

**16.52.1031. Maintenance of the means of egress.** [Renumbered]

**(a) Vehicular obstruction.**

California Fire Code Section 1031 of Subsection 1031.3.2 is hereby amended to read:

**1031.3.2 Vehicular obstructions.** [Text unchanged.]

**(b) Seismic supports for storage shelves.**

California Fire Code Section 1031 of subsection 1031.6.1 is hereby amended to read:

**1031.6.1 Seismic supports for storage shelves.** [Text unchanged.]

**16.52.1103. Fire safety requirements for existing buildings.** [Text unchanged.]

**16.52.1203. Emergency and standby power systems.**

**(a) Refrigeration systems.**

California Fire Code Section 1203 is hereby amended by adding Section 1203.2.19 to read:

**1203.2.19 Refrigeration systems.** Where treatment, detection, mechanical ventilation, alarm or other electrically operated systems are required for refrigeration systems, such systems shall be provided with an approved standby source of power in accordance with the California Electrical Code.

**(b) Repair garages.**

California Fire Code Section 1203 is hereby amended by adding Section 1203.2.20 to read:

**1203.2.20 Repair garages.** Where mechanical ventilation, treatments systems, alarm, detection or other electrically operated systems are required in repair garages for lighter than air fuels, such systems shall be provided with an approved standby source of power in accordance with the California Electrical Code.

**16.52.2311. Repair garages.**

**(a) Supervision and monitoring.**

California Fire Code Section 2311.8.12 is hereby amended to read:

**2311.8.12. Supervision and monitoring.** Required gas detection and mechanical ventilation systems shall be electrically supervised and monitored in accordance with Section 5004.10.

**(b) Standby power.**

California Fire Code Section 2311.8.13 is hereby amended to read:

**2311.8.13 Standby power.** The gas detection system shall have a battery backup or an approved alternate source of power in accordance with NFPA 72.

**16.52.3304. Precautions against fire.**

**(a) Fire Walls.**

California Fire Code Section 3304.9 is hereby amended to read:

**3304.9 Fire walls.** When firewalls are required in combustible construction, the wall construction shall be completed (with all openings protected) immediately after the building is sufficiently weather-protected at the location of the wall(s).

**16.52.3311. Means of Egress.**

(a) **Stairways required.**

California Fire Code Section 3311.1 is hereby amended to read:

**[BE] 3311.1 Stairways required.** [Text unchanged.]

(b) **Required means of egress.**

California Fire Code Section 3311.1.1 is hereby amended to read:

**3311.1.1 Required means of egress.** All new buildings under construction shall have at least one unobstructed means of egress. All means of egress shall be identified in the prefire plan as outlined in Section 3308.3.

**16.52.5001. Hazardous materials: general.**

(a) **Scope.**

California Fire Code Section 5001.1 is hereby amended to read:

**5001.1 Scope.** Prevention, control and mitigation of dangerous conditions related to the storage, dispensing, use and handling of hazardous materials shall be in accordance with this chapter.

This chapter shall apply to all hazardous materials, including those materials regulated elsewhere in this code, except that where specific requirements are provided in other chapters, those specific requirements shall apply in accordance with the applicable chapter. Where a material has multiple hazards, all hazards shall be addressed.

**Exceptions:**

1. – 5. [Text unchanged.]
6. Refrigeration systems (see Section 605).
7. Stationary storage battery systems regulated by Section 1206.2.
8. – 11. [Text unchanged.]
12. Storage and handling of lithium ion batteries regulated by Section 315.8.

**5001.1.1 Waiver.** [Text unchanged.]

(b) **Hazardous materials business plan.**

California Fire Code Section 5001 is hereby amended by adding Section 5001.5.3 to read:

**5001.5.3 Hazardous materials business plan.** Facilities that are required to submit a Hazardous Materials Business Plan (HMBP) as required by Health and Safety Code (HSC), Chapter 6.95, Sections 25500 through 25545, and Title 19, Division 2, Chapter 4, and facilities required to maintain a hazardous materials-related permit in accordance with Section 105.6 of this code, shall electronically submit a HMBP every year on or by the last day of the assigned month and no less frequently than that required

by the HSC.

**Exception:** The following facilities shall electronically submit a HMBP at least once every three years on or by the last day of the assigned month and no less frequently than that required by the HSC:

1. Cell tower sites.
2. Facilities with no hazardous materials-related permits other than carbon dioxide used in insulated liquid carbon dioxide beverage dispensing systems.
3. Dental offices with no other hazardous materials-related permits other than a permit for a fixed medical gas system and/or small quantity waste generator permit.

(c) [Text unchanged; renumbered.]

**16.52.5003. Hazardous materials: general requirements.**

(a) **Highly toxic and toxic gases and similarly used or handled materials.**

California Fire Code Section 5003 is hereby amended by adding Section 5003.1.3.1 to read:

**5003.1.3.1 Highly toxic and toxic gases and similarly used or handled materials.** The storage, use and handling of highly toxic and toxic gases in amounts exceeding Table 6004.2 or 6004.3 shall be in accordance with this chapter and Chapter 60. Any highly toxic or toxic material that is used or handled as a gas or vapor shall be in accordance with the requirements for highly toxic or toxic gases.

(b) **Spill control and secondary containment requirements.**

California Fire Code Section 5003 is hereby amended by adding Section 5003.1.5 to read:

**5003.1.5 Additional spill control and secondary containment requirements.** In addition to the requirements set forth in Section 5004.2, an approved containment system is required for any quantity of hazardous materials that are liquids or solids at normal temperature, and pressure (NTP) where a spill is determined to be a plausible event and where such an event would endanger people, property or the environment. The approved containment system may be required to include a combination of spill control and secondary containment meeting the design and construction requirements set forth in Section 5004.2.

(c) – (d) [Text unchanged; renumbered]

(e) **Equipment, devices and systems requiring testing.** [Renumbered]

California Fire Code Section 5003.2.9.1 is hereby amended to read:

**5003.2.9.1 Equipment, devices and systems requiring testing.** The following equipment, systems and devices shall be tested in accordance with Sections 5003.2.9 and 5003.2.9.2.

1. Gas detection systems, alarms and automatic emergency shutoff valves required by Section 6004.2.2.10 for highly toxic and toxic gases.
2. Limit control systems for liquid level, temperature and pressure required by Sections 5003.2.7, 5004.8 and 5005.1.4.
3. Emergency alarm systems and supervision required by Sections 5004.9 and 5005.4.4.
4. Monitoring and supervisory systems required by Sections 5004.10 and 5005.1.6.
5. Manually activated shutdown controls required by Section 6403.1.1.1 for compressed gas systems conveying pyrophoric gases.
6. Gas detection systems, alarms and automatic emergency shutoff valves installed in repair garages for vehicles fueled by lighter-than-air fuels in accordance with Section 2311.7.

**(f) 5003.3.1 Unauthorized discharges.** [Renumbered]  
California Fire Code Section 5003.3.1 is hereby amended to read:

**5003.3.1 Unauthorized discharges.** In the event hazardous materials are released in quantities reportable under state, federal or local regulations or when there is release or a threatened release that presents a threat to health, property or the environment, the fire code official shall be notified immediately in an approved manner and the following procedures required in accordance with Sections 5003.3.1.1 through 5003.3.1.4.

**(g) 5003.5.2 Ventilation ducting.** [Renumbered]  
California Fire Code Section 5003.5.2 is hereby amended to read:

**5003.5.2 Ventilation ducting.** Ducts venting hazardous materials operations shall be labeled with the hazard class of the material being vented and the direction of flow.

**(h) – (i)** [Text unchanged; renumbered]

**16.52.5004. Hazardous materials: storage.**

**(a) Spill control for hazardous materials liquids.**  
California Fire Code Section 5004.2.1 is hereby amended to read:

**5004.2.1 Spill control for hazardous material liquids.** [Text unchanged.]

1. [Text unchanged.]
2. Liquid-tight floors in indoor locations or similar areas in outdoor locations provided with liquid-tight raised or recessed sills or dikes.
3. – 4. [Text unchanged.]

Except for surfacing, the floors, sills, dikes, sumps and collection systems shall be constructed of noncombustible material, and the liquid-tight seal shall be compatible with the material stored. When liquid-tight sills or dikes are provided, they are not required at perimeter openings having an open-grate trench across the opening that connects to an approved collection system.

(b) – (c) [Text unchanged.]

**16.52.5601. Explosives and fireworks.**

Chapter 56 of the 2018 International Fire Code is not adopted, except that section 5601.1.3 the 2019 California Fire Code is hereby adopted and amended to read as follows:

**5601.1.3 Fireworks.** [Text unchanged.]

**16.52.5704. Flammable and combustible liquids.**

(a) [Text unchanged.]

(b) **Overfill prevention.**

California Fire Code Section 5704.2.7.5.8 is hereby amended to read:

**5704.2.7.5.8 Overfill Prevention.** An approved means or method in accordance with Section 5704.2.9.7.5 shall be provided to prevent the overfilling of all Class I, II and III-A liquid storage tanks. Storage tanks in refineries, bulk plants or terminals regulated by Sections 5706.4 or 5706.7 shall have overfill protection in accordance with API 2350.

An approved means or method in accordance with Section 5704.2.9.7.5 shall be provided to prevent the overfilling of Class IIIB liquid storage tanks connected to fuel-burning equipment inside buildings.

(c) – (e) [Text unchanged.]

**16.52.5706. Special operations.** [Text unchanged.]

**16.52.5707. On-demand mobile fueling**

(a) **Mobile fueling vehicle.**

California Fire Code Section 5707.2 is hereby amended to read:

**5707.2 Mobile fueling vehicle.** [Text unchanged.]

(b) **Site plan.**

California Fire Code Section 5707.3.3 is hereby amended to read:

**5707.3.3 Site plan.** [Text unchanged]

(c) **Equipment.**

California Fire Code Section 5707.5 is hereby amended to read:

**5707.5 Equipment.** Mobile fueling equipment shall comply with Sections 5707.5.1 through 5707.5.5.

(d) **Break-away device.**

California Fire Code Section 5707.5 is hereby amended by adding 5707.5.5 to read:

**5707.5.5 Break-away device.** [Text unchanged; renumbered]

(e) **Operations.**

California Fire Code Section 5707.6 is hereby amended by adding Sections 5707.6.3 through 5707.6.7 to read:

**5707.6.3 Nighttime deliveries.** [Text unchanged.]

**5707.6.4 Vehicle lights.** [Text unchanged.]

**5707.6.5 Safety cones.** [Text unchanged.]

**5707.6.6 Bonding.** [Text unchanged.]

**5707.6.7 Spill reporting.** [Text unchanged.]

**16.52.5809. Mobile gaseous fueling of hydrogen-fueled vehicles.**

(a) **Site plan.**

California Fire Code Section 5809.3.4 is hereby amended to read:

**5809.3.4 Site plan.** For other than emergency-roadside service, a site plan shall be developed for each location at which mobile gaseous hydrogen fueling occurs. The site plan shall be in sufficient detail to indicate: all buildings, structures, lot lines, property lines and appurtenances on site and their use and function, and the scale of the site plan.

**16.52.6004. Highly toxic and toxic compressed gases.** [Replaced.]

(a) **Indoor storage and use.**

California Fire Code Section 6004.2 is hereby amended to read:

**6004.2 Indoor storage and use.** The indoor storage and use of highly toxic and toxic compressed gases shall be in accordance with Sections 6004.2.1 through 6004.2.4.

(b) **Applicability.**

California Fire Code Section 6004.2.1 is hereby amended to read:

**6004.2.1 Applicability.** The applicability of regulations governing the indoor storage and use of highly toxic and toxic compressed gases shall be as set forth in Sections 6004.2.1.1 through 6004.2.1.4.

(c) **Quantities exceeding minimum threshold quantities but not exceeding maximum allowable quantities per control area.**

California Fire Code Section 6004.2.1.4 is hereby amended to read:

**6004.2.1.4 Quantities exceeding minimum threshold quantities but not exceeding maximum allowable quantities per control area.** The indoor storage or use of highly toxic and toxic gases in amounts exceeding the minimum threshold quantities per control area set forth in Table 6004.2.1.4 but not exceeding maximum allowable quantity per control area set forth in Table 5003.1.1(2) shall be in accordance with Sections 5001, 5003, 6001, 6004.1, and 6004.4

(d) **Minimum threshold quantities of highly toxic and toxic compressed gases in indoor storage and use.**

California Fire Code 6004.2.1.4 Table is hereby amended to read:

**Table 6004.2.1.4. Minimum threshold quantities of highly toxic and toxic gases in indoor storage and use.**

Material	Gas (cubic feet at NTP)
Highly toxic	20
Toxic	405

(e) **Additional indoor requirements.**

California Fire Code Section 6004 is hereby amended by adding Sections 6004.4 through 6004.4.8.2 to read:

**6004.4 Additional indoor requirements.** Additional requirements applicable to the indoor storage and use of highly toxic and toxic compressed gases shall be in accordance with Sections 6004.4 through 6004.4.8.2

**6004.4.1 Cylinder and tank location.** Cylinders shall be located within gas

cabinets, exhausted enclosures or gas rooms. Portable and stationary tanks shall be located within gas rooms or exhausted enclosures.

**Exception:**

1. Where a gas detection system is provided in accordance with 6004.4.8

**6004.4.2 Ventilated areas.** The room or area in which gas cabinets or exhausted enclosures are located shall be provided with exhaust ventilation. Gas cabinets or exhausted enclosures shall not be used as the sole means of exhaust for any room or area.

**6004.4.3 Piping and controls.** In addition to the requirements of Section 5003.2.2, piping and controls on stationary tanks, portable tanks, and cylinders shall comply with the following requirement:

1. Stationary tanks, portable tanks, and cylinders in use shall be provided with a means of excess flow control on all tank and cylinder inlet or outlet connections.

**Exceptions:**

1. Inlet connections designed to prevent backflow.
2. Pressure relief devices.

**6004.4.4 Gas rooms.** Gas rooms shall comply with Section 5003.8.4 and both the following requirements:

1. The exhaust ventilation from gas rooms shall be directed to an exhaust system.
2. Gas rooms shall be equipped with an approved automatic sprinkler system. Alternative fire- extinguishing systems shall not be used.

**6004.4.5 Treatment systems.** The exhaust ventilation from gas cabinets, exhausted enclosures and gas rooms, required in Section 6004.4.1 shall be directed to a treatment system. The treatment system shall be utilized to handle the accidental release of gas and to process exhaust ventilation. The treatment system shall be designed in accordance with Sections 6004.2.2.7.1 through 6004.2.2.7.5 and Chapter 5 of the California Mechanical Code.

**Exceptions:**

1. Highly toxic and toxic gases—storage. A treatment system is not required for cylinders, containers and tanks in storage where all the following controls are provided:

- 1.1 Valve outlets are equipped with gas- tight outlet plugs or caps.
  - 1.2 Hand wheel-operated valves have handles secured to prevent movement.
  - 1.3 Approved containment vessels or containment systems are provided in accordance with Section 6004.2.2.3.
2. Highly toxic and toxic gases —use. Treatment systems are not required for highly toxic and toxic gases supplied by stationary tanks, portable tanks, or cylinders where a gas detection system complying with Section 6004.4.8 and listed or approved automatic-closing fail- safe valves are provided. The gas detection system shall have a sensing interval not exceeding 5 minutes. Automatic-closing fail- safe valves shall be located immediately adjacent to cylinder valves and shall close when gas is detected at the permissible exposure limit (PEL) by a gas sensor monitoring the exhaust system at the point of discharge from the gas cabinet, exhausted enclosure, ventilated enclosure or gas room.

**6004.4.5.1 Design.** Treatment systems shall be capable of diluting, adsorbing, absorbing, containing, neutralizing, burning or otherwise processing the contents of the largest single vessel of compressed gas. Where a total containment system is used, the system shall be designed to handle the maximum anticipated pressure of release to the system when it reaches equilibrium.

**6004.4.5.2 Performance.** Treatment systems shall be designed to reduce the maximum allowable discharge concentrations of the gas to one-half immediate by dangerous to life and health (IDLH) at the point of discharge to the atmosphere. Where more than one gas is emitted to the treatment system, the treatment system shall be designed to handle the worst-case release based on the release rate, the quantity and the IDLH for all compressed gases stored or used.

**6004.4.5.3 Sizing.** Treatment systems shall be sized to process the maximum worst-case release of gas based on the maximum flow rate of release from the largest vessel utilized. The entire contents of the largest compressed gas vessel shall be considered.

**6004.4.5.4 Stationary tanks.** Stationary tanks shall be labeled with the maximum rate of release for the compressed gas contained based on valves or fittings that are inserted directly into the tank. Where multiple valves or fittings are provided, the maximum flow rate of release for valves or fittings with the highest flow rate shall be indicated. Where liquefied compressed gases are in contact with valves or fittings, the liquid flow rate shall be utilized for computation purposes. Flow rates indicated on the label shall be

converted to cubic feet per minute (cfm/min) (m<sup>3</sup>/s) of gas at normal temperature and pressure (NTP).

**6004.4.5.5 Portable tanks and cylinders.** The maximum flow rate of release for portable tanks and cylinders shall be calculated based on the total release from the cylinder or tank within the time specified in Table 6004.2.2.7.5. Where portable tanks or cylinders are equipped with approved excess flow or reduced flow valves, the worst-case release shall be determined by the maximum achievable flow from the valve as determined by the valve manufacturer or compressed gas supplier. Reduced flow and excess flow valves shall be permanently marked by the valve manufacturer to indicate the maximum design flow rate. Such markings shall indicate the flow rate for air under normal temperature and pressure.

**6004.4.6 Emergency power.** Emergency power shall be provided for the following systems in accordance with Section 604:

1. Exhaust ventilation system.
2. Treatment system.
3. Gas detection system.
4. Smoke detection system.

**6004.4.6.1 Fail-safe systems.** Emergency power shall not be required for mechanical exhaust ventilation and treatment systems where approved fail-safe systems are installed and designed to stop gas flow.

**6004.4.7 Automatic fire detection system.** An approved automatic fire detection system shall be installed in rooms or areas where highly toxic and toxic compressed gases are stored or used. Activation of the detection system shall sound a local alarm. The fire detection system shall comply with Section 907.

**6004.4.8 Gas detection system.** A gas detection system complying with Section 916 shall be provided to detect the presence of gas at or below the PEL or ceiling limit of the gas for which detection is provided.

**Exceptions:**

1. A gas detection system is not required for toxic gases when the physiological warning threshold level for the gas is at a level below the accepted PEL for the gas.
2. A gas detection system is not required for highly toxic and toxic gases where cylinders, portable tanks, and all non-continuously welded connects are within a gas cabinet or exhausted enclosures.

**6004.4.8.1 Alarms.** The gas detection system shall initiate a local alarm and transmit a signal to an approved location.

**6004.4.8.2 Shut off of gas supply.** The gas detection system shall automatically close the shut off valve at the source on gas supply piping and tubing related to the system being monitored for whichever gas is detected.

**Exception:** Automatic shutdown is not required for highly toxic and toxic compressed gas systems where all the following controls are provided:

1. Constantly attended/supervised.
2. Provided with emergency shutoff valves that have ready access.

**16.52.6405. Pyrophoric materials.** [Text unchanged.]

**16.52.7000. Modifications.**

(a) **Deferment.**

2018 International Fire Code Section B103 is hereby amended by adding Section B103.4 to read:

**B103.4 Deferment.** [Text unchanged.]

**16.52.7100 Fire flow requirements for buildings.**

2018 California Fire Code Section B105.2 is hereby amended to read:

**B105.2 Buildings other than one- and two-family dwellings, Group R-3 and R-4 buildings and townhouses.** [Text unchanged.]

**16.52.7500. Fire hydrant spacing.**

(a) **Average spacing.**

Appendix C Section C103 of the 2018 California Fire Code is hereby amended to read:

**C103.1 Hydrant spacing.** [Text unchanged.]

**16.52.8101. Fire apparatus and access roads.**

(a) **Scope.**

Appendix D Section D101.1 of the 2018 International Fire Code is hereby amended to read:

**D101.1 Scope.** [Text unchanged.]

**16.52.8102. Required access.**

(a) **Access and loading.**

Appendix D Section D102.1 of the 2018 International Fire Code is hereby amended to read:

**D102.1 Access and loading.** [Text unchanged.]

**16.52.8103. Minimum specifications.**

**(a) Turning radius.**

Appendix D Section D103.3 of the 2018 International Fire Code is hereby amended to read:

**D103.3 Turning radius.** [Text unchanged.]

**(b) Dead ends.**

Appendix D Section D103.4 of the 2018 International Fire Code is hereby amended to read:

**D103.4 Dead ends.** [Text unchanged.]

**TABLE D103.4  
REQUIREMENTS FOR DEAD-END FIRE APPARATUS ACCESS  
ROADS**

**[Table D103.4 not reproduced here. No amendments are proposed for the table.]**

**(c) Dead end fire apparatus access road turnaround.**

Appendix D Section D103.4 of the 2018 International Fire Code is hereby amended by adding Figure D103.4 to read:

**FIGURE D103.4  
DEAD-END FIRE APPARATUS ACCESS  
ROAD TURNAROUND**

**[Figure D103.4 not reproduced here. No amendments are proposed for the Figure.]**

**(d) – (f)** [Text unchanged.]

**16.52.8104. Aerial fire apparatus access roads.**

**(a) Where required.**

Appendix D Section D105.1 of the 2018 International Fire Code is hereby amended to read:

**D105.1 Where required.** [Text unchanged.]

**Exception:** [Text unchanged.]

**16.52.8105. Multi-family residential developments.**

**(a) Projects having more than 50 dwelling units.**

Appendix D Section D106.1 of the 2018 International Fire Code is hereby amended to read:

**106.1. Projects having more than 50 dwelling units.** [Text unchanged.]

- (b) **Projects having more than 200 dwelling units.**  
Appendix D Section D106.2 of the 2018 International Fire Code is hereby deleted.

**16.52.9000. Fire fighter air replenishment systems.**

- (a) **Breathing air supply.**  
Appendix L Section L104.5 of the 2018 International Fire Code is hereby amended to read:

**L104.5 Breathing air supply.** [Text unchanged.]

- (b) **Fill station location.**  
Appendix L Section L104.13.1 of the 2018 International Fire Code is hereby amended to read:

**L104.13.1 Location.** [Text unchanged.]

- (c) **External mobile air connection location.**  
Appendix L Section L104.14.1 of the 2018 International Fire Code is hereby amended to read:

**L104.14.1 Location.** [Text unchanged.]

- (d) **Emergency fill station.**  
Appendix L Section L104 of the 2018 International Fire Code is hereby amended by adding Section L104.16 to read:

**L104.16 Emergency fill panel (EFP).** [Text unchanged.]

**16.52.9080 Reference Standards**

- (a) **Chapter 80 Reference Standards**  
The following standards in Chapter 80 of the 2019 California Fire Code are hereby amended to read. The remaining standards in Chapter 80 shall remain unchanged:

**CGA**

G-13 – (2016)                      Storage and Handling of Silane and Silane Mixtures.

**SECTION 2. STATUTORY REFERENCES, INCLUSIONS OF AMENDMENTS AND ADDITIONS.** Whenever reference is made to any portion of this ordinance, or of any other chapter or section of the Sunnyvale Municipal Code, or of any other ordinance of the City of Sunnyvale, or of any law of the State of California, the reference applies to all amendments and additions now or thereafter made.

**SECTION 3. INTERPRETATIONS.** In interpreting and applying the provisions of this ordinance, the requirements contained herein are declared to be minimum requirements for the purposes set forth. The provisions of this ordinance, insofar as they are substantially the same as existing statutory provisions relating to the same subject matter, shall be construed as restatements and continuations and not as new enactments. This ordinance shall not nullify the more restrictive provisions of covenants, agreements or other ordinances or laws, but shall prevail as to such provisions which are less restrictive.

**SECTION 4. FINDINGS.** To the extent the changes and modifications set forth in this ordinance to the 2019 California Building Standards Codes, including the California Fire Code are deemed more restrictive than the standards contained in the 2019 California Building Standards Codes, thus requiring findings describing local conditions that justify such modifications, the Council finds and determines that the changes are reasonably necessary because of local climatic, geologic, or topographic conditions and adopts the findings for local amendments to the California Fire Code, 2019 Edition, attached as Exhibit "A" and incorporated herein by reference.

**SECTION 5. CEQA - EXEMPTION.** The City Council finds, pursuant to Title 14 of the California Code of Regulations, Section 15308 (Class 8) Actions by Regulatory Agencies for Protection of the Environment and Section 15305 (Class 5) Minor alterations in Land Use Limitations and Section 15061(b)(3) of the CEQA Guidelines, because it can be seen with certainty that there is no possibility that the changes adopted will have a significant effect on the environment.

**SECTION 6. 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 7. EFFECTIVE DATE.** This ordinance shall be in full force and effect January 1, 2020.

**SECTION 8. 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:

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

## **EXHIBIT A**

### **FINDINGS**

Section 17958 of the California Health and Safety Code provides that the City may make changes to the provisions of the California Building Standards Codes. Sections 17958.5 and 17958.7 of the Health and Safety Code require that for each proposed local change to those provisions of the California Building Standards Codes which regulate buildings used for human habitation, the City Council must make findings supporting its determination that each such local change is reasonably necessary because of local climatic, geological, or topographical conditions. The City need not show that local conditions deviate from prevailing statewide conditions, only that the changes are “reasonably necessary because of local climatic, geological, or topographical conditions.” (Cal. Health & Safety Code § 17958.5; *ABS Inst. v. City of Lancaster* (1994) 24 Cal. App. 4th 285, 294.).

Local building regulations having the effect of amending the uniform codes, which were adopted by the City prior to November 23, 1970, were unaffected by the regulations of Sections 17958, 17958.5 and 17958.7 of the Health and Safety Code. Therefore, amendments to the uniform codes which were adopted by the City Council prior to November 23, 1970, and have been carried through from year to year without significant change, need no required findings. Also, amendments to provisions not regulating buildings used for human habitation do not require findings.

#### **General Findings**

##### **1. Climatic**

**a. Precipitation.** Precipitation in Sunnyvale ranges from 4.83 to 30.30 inches per year with an average of approximately 13.86 inches per year. Approximately 90% falls during the months of November through April and 10% from May through October. This area experienced a major drought in 1977-78 and a moderate drought the next five years. It recently ended a seven-year drought and it is possible that more droughts will occur in the future. The local climate is characterized by markedly delineated rainy and dry seasons, which tend to maximize the expansive characteristics of soil. Drought conditions tend to create more frequent and larger fire incidents

**b. Relative Humidity.** Humidity generally ranges from 60% during daytime to 80% at night. It drops to 20% during the summer months and occasionally drops lower.

**c. Temperatures.** Temperatures have been recorded as high as 108° F. Average summer highs are in the 78°-82° F. range.

**d. Winds.** Prevailing winds are from the Northwest or Southeast. However, winds are experienced from virtually every direction at one time or another. Velocities are generally in the 5-mph to 15-mph range, gusting to 7.4 mph to 30 mph, particularly during the summer months. Extreme winds, up to 60 mph, have been known to occur.

e. **Summary and Analysis.** These local climatic conditions affect the acceleration, intensity and size of fire in the community. Times of little or no rainfall, of low humidity and high temperatures create extremely hazardous conditions, particularly as they relate to wood shake and shingle roof fires and conflagrations. The winds experienced in this area can have a tremendous impact upon structure fires of buildings in close proximity to one another commonly found in Sunnyvale.

During wood shake and shingle roof fires, or exposure fires, winds can carry sparks and burning brands to other structures, thus spreading the fire and causing conflagrations. In building fires, winds can literally force fires back into the building and can create a blowtorch effect, in addition to preventing "natural" ventilation and cross-ventilation efforts. In developed areas of the City, fires can occur in buildings, rubbish, vehicles, and vegetation on vacant lots.

## **2. Geological, Geographic and Topographic**

a. **Geographic Location.** Sunnyvale is located in the Santa Clara Valley. It has taken its place as the second largest city in the "heart of the Silicon Valley," the center for an expanding and changing technology industry.

b. **Seismic Location.** Sunnyvale is situated on alluvial soils between San Francisco Bay and the San Andreas Fault zone. The City's location makes it particularly vulnerable to damage to taller and older structures caused by seismic events. The relatively young geological processes that have created the San Francisco Bay Area are still active today. Seismically, the City sits between two active earthquake faults (San Andreas and the Hayward/Calaveras) and numerous potentially active faults.

c. **Seismic and Fire Hazards.** In the event of a seismic occurrence, many areas of the city can expect damage or collapse of buildings due to Sunnyvale's proximity to active earthquake faults. Secondary impacts could include ruptured gas lines, collapsed power lines, and breaks in the water distribution system. Gypsum wallboard and exterior portland cement plaster have performed poorly during recent California seismic events. The shear values for gypsum wallboard and portland cement stucco contained in the code are based on mono-directional testing. It is appropriate to limit the use of these products until cyclic loading testing are performed and evaluated. Fire following an earthquake has the potential of causing greater loss of life and damage than the earthquake itself.

Hazardous materials, particularly toxic gases, could pose the greatest threat to the largest number, should a significant seismic event occur. Public safety resources would have to be prioritized to mitigate the greatest threat, and may likely be unavailable for smaller single dwelling or structure fires.

### **Other variables may tend to intensify the situation:**

1. The extent of damage to the water system;
2. The extent of isolation due to bridge and/or freeway overpass collapse;
3. The extent of roadway damage and/or amount of debris blocking the roadways;
4. Climatic conditions (hot, dry weather with high winds);
5. Time of day will influence the amount of traffic on roadways and could intensify the risk to life during normal business hours;

6. The availability of timely mutual aid or military assistance;
7. The large portion of dwellings with wood shingle roof coverings could result in conflagrations.

**d. Size and Population.** The City has an area over 24 square miles in size and a population estimated to be 155,567.

**e. Development.** Sunnyvale is a community which is projected to add 15,500 new residential units within the next twenty years, primarily in multi-family configurations, for which building and fire-life safety is a matter of acute importance.

**f. Public Safety Department.** Sunnyvale utilizes a public safety (joint police/fire) department with personnel who function as both fire suppression and police officers, resulting in fewer personnel than otherwise would be required for a city of its size. A premium is therefore placed on built-in physical techniques and devices as crime preventative measures. It is therefore also imperative that fire detection and suppression occur as quickly as possible to minimize loss of property and life. Added protection of fire sprinkler systems and other fire protection measures will supplement normal public safety response by providing immediate protection for the building occupants and by containing and controlling the fire spread to the area of origin. For these reasons the most stringent provisions are required concerning fire detection, alarm and suppression systems.

**g. Roads and Streets.** Sunnyvale is characterized by large buildings and building complexes and is bounded by several major freeways and expressways, which intersect railroad tracks and additional expressways and major arterial streets. These surface features have a major adverse effect upon the road and street layout in the community, including major traffic routes. In addition, the number of vehicle miles driven in the City is steadily increasing and considerable efforts in traffic and roadway improvements are being made to ease the crush of commuters to and through the City to their homes and places of work. Because of the City's high concentration of jobs, much of the peak traffic is made by nonresidents traveling to or from Sunnyvale. Existing surface feature conditions limit the number and cause indirect routing of major arterial streets for normal traffic as well as emergency vehicle response. The impact of planned developments and traffic flow will continue to have an effect on the Department of Public Safety and delivery of fire services.

During the peak AM and PM traffic periods, the City experiences extremely heavy traffic congestion at key intersections and near freeway on-ramps and off-ramps. As noted above, the limited number and the indirect routing of some roads and streets in the community can create heavy, slow traffic conditions and excessively long travel routes from point to point within the community. Thus, in the event of an emergency at a key intersection, overpass, underpass, bridge or other circulation corridor, sections of the City may become temporarily isolated and response times for emergency crews increased beyond ideal times.

Intersections are rated on a level of service (LOS) scale ("A" for excellent operational conditions to "F" for poor conditions). Many of the City's major intersections are currently rated, or with new development, anticipated to be rated LOS D or less for both AM and PM peak hours. These conditions create barriers to effective emergency response times, which in turn increase the risk of injury or spread of fire.

**h. Industry.** Sunnyvale is the site of many manufacturing and research industries which use toxic, flammable and explosive chemicals and materials in potentially hazardous combinations. Special precautions thus are required to minimize the risk of damage to adjoining persons and properties.

**i. Mixed Industrial/Residential Uses.** High-density residential uses are located near high-risk industries, necessitating special precautions.

**j. Transportation.** Sunnyvale is divided by an interstate highway, which potentially could affect response times of fire suppression equipment.

**k. Soil Conditions and Topography.** Sunnyvale lies at the southern end of San Francisco Bay and is built atop the alluvial deposits that surround the margins of the Bay. The alluvium was created by the flooding of the many streams emptying into the San Francisco Bay depression, and from intermittent seawater inundation that has occurred over the last 2 or 3 million years. The areas closest to the Bay are overlain by unconsolidated fine silty clay, known as "Bay Mud" which varies in thickness from a few feet to as much as 30 feet. Generally, the older, more stable alluvium is to the south and the younger, less stable material is to the north. Bedrock lies beneath the area at depths generally 300' or more. The topography is essentially flat, dropping from an elevation of 300 feet to sea level. The slope across the City is in a northeasterly direction from the high point in the southwest corner to the Bay. The average slope is approximately 0.9%.

The Silicon Valley is within a very active seismic area and local soil conditions can be highly expansive (clay soils). The Northridge earthquake provided hundreds of examples of damage to plain concrete footings. This type of damage is extremely expensive to repair, in contrast to the small expense of providing nominal footing reinforcement. Footing reinforcement is also necessary to prevent damage due to pumping action caused by local expansive soils, which shrink and swell during seasonal drying and wetting conditions.

Most of the surface soils in the Silicon Valley are relatively young and unconsolidated sedimentary materials formed from a wide variety of parent materials. The varying chemical composition, degree of weathering, and the relatively acid environment have created soils of varying types, which are particularly corrosive in nature. Much of the surface soil in the Silicon Valley is highly expansive (i.e., shrink-swell behavior) and has low bearing strength.

**l. Water/Sewer.** Some parts of the Silicon Valley have hard water, which is corrosive to ferrous pipe. The groundwater table is unusually high in many places. Expansive soils create unstable conditions, which increase the potential of breaks in sewer laterals. To maintain health and sanitary services, it is necessary to gain access, to periodically maintain public sanitary laterals. Wastewater draining from indoor sources in Sunnyvale flows through sewer pipes that direct the wastewater to the Water Pollution Control Plant for treatment before being discharged to the San Francisco Bay. If left untreated before discharge, residential, commercial and industrial wastewater would upset the delicate ecosystem of southern San Francisco Bay. The City of Sunnyvale is one of 74 co-permittees listed under a regional municipal stormwater permit for the San Francisco Bay. On November 19, 2015, order No. R2-2015-0049 was adopted by the Regional Water Quality Control Board (RWQCB) for Region 2. This permit regulates discharges from municipal separate storm drain systems into waterways under each co-permittee's jurisdiction. The

City of Sunnyvale has developed an Urban Runoff Management Plan (URMP) to reduce, control, or otherwise address pollutant sources in discharges to the storm drain system. Departments within the City of Sunnyvale have adopted Best Management Practices (BMPs) and Standard Operating Procedures (SOPs) to reduce the presence of pollutants in stormwater discharges to the maximum extent practicable.

The Sunnyvale URMP focuses on prevention of illicit connection/illegal dumping, quality of industrial and commercial discharges, and minimizing impacts from new development and construction activities. The City implements BMPs for maintaining street and roads, storm drains, and water utilities, and preventing stormwater pollution.

**m. Buildings, Landscaping and Clearances.** Many of the newer large buildings and building complexes are of designs which greatly limit visibility and approach to and accessibility by Public Safety resources. Many houses and other buildings with wood roofs and/or sidings are so close together that fire may readily spread from one to another by both radiation and convection.

**n. Business & Industry Centers.** The current clusters of high-tech, bio-tech, manufacturing and similar companies create additional demands on water, sewer, and electrical facilities. These businesses offer opportunities and access to innovative products, services and technology, and may also be more likely to utilize such products, services, and technology. For example, the more businesses, the greater the demands on water, sewer and power facilities during peak mid-day periods, which could lead to shortages or service disruptions, or use of services and technology impacting health and safety. Similarly, the availability of high-tech and similar businesses creates unique access to innovative products and technology to reduce energy and water use to mitigate business demands.

**o. Population.** Sunnyvale has a current and rapidly growing population (both resident and daytime work) that impacts fire and police service. With more people, there is more traffic congestion during a greater part of the day, which not only slows emergency vehicle response but may also restrict access to fire and crime scenes. Similarly, more emergency incidents requiring a public safety response occur with a larger population, created a greater likelihood of simultaneous emergency incidents requiring a public safety response. This results in longer response times and fewer fire companies or police units to respond to emergencies within the community.

**p. Summary and Analysis.** The stated local geological, geographic and topographical conditions increase the magnitude, exposure, accessibility problems and fire hazards presented to the Department of Public Safety and have a negative impact upon the response capability of public safety resources. Lying beneath Sunnyvale are thick layers of sand, gravel and clay, known as alluvium, which amplify the effects of earthquakes. Based on the combination of these conditions, local experience from the damage caused in Santa Clara Valley by the 1906 earthquake and the poor performance of alluvial deposits during earthquakes, this area could be subject to severe structural damage or failure, multiple major fires and additional fire dangers, and place a great strain on police, fire and rescue resources. A seismic event could also trigger widespread damage to hazardous material storage vessels and cause substantial hazardous material releases into the environment.

The possibility of fire ignition increases as earthquake shaking increases. Fire due to broken gas lines or short circuits of electrical systems is a major established hazard associated with earthquakes. Most buildings in Sunnyvale are partially or entirely combustible which increases the City's vulnerability to fire. As discussed above, traffic conditions may slow or impede emergency response in any given fire or hazardous materials event, particularly in the event of a seismic event or other natural disaster. Thus, with the potential inability of emergency services to guarantee rapid response, it is necessary to mitigate this problem by requiring additional protections such as built-in fire protection systems, which will provide for early detection and additional fire control.

### **Conclusion and Findings.**

Local climatic, geologic, and topographic conditions impact crime prevention efforts and the frequency, spread, acceleration, intensity and size of fires involving buildings, strength of building structural systems to resist local hazards and ability to deliver uninterrupted services in the community. The potential for significant damage arising from these conditions makes it reasonably necessary to modify the uniform codes to mitigate the effects of the above conditions.

Therefore, the City Council finds that (with the exception of changes justified on administrative grounds), the local amendments of the 2016 California Building Codes are justified by all of the aforementioned general findings as discussed below:

<b>CODE SECTION</b>	<b>LOCAL AMENDMENT</b>	<b>FINDINGS</b>
16.52.020	Adoption by reference	Admin
16.52.105	Permits	2(c),(f)-(j), (m)-(p) <sup>1</sup>
16.52.106-.110	Fees; Inspections; Maintenance; Board of Appeals; Violations	Admin. <sup>2</sup>
16.52.111	Unsafe buildings	2(c),(f)-(j), (m)-(p)
16.52.112	Stop work or use order	Admin. <sup>3</sup>
16.52.202	General definitions	Admin.; 2(h), (m)-(n) <sup>4</sup>
16.52.315	General storage	2(f)-(j), (m)-(p) <sup>5</sup>
16.52.321	Additive manufacturing	2(c), (f)-(j)
16.52.401	Emergency planning and preparedness	Admin; 2(f), (o)
16.52.403	Emergency preparedness requirements	Admin; 2(f), (o)
16.52.508	Fire Command Center	2(f), (o)
16.52.510	Emergency responder radio coverage	2(c)-(j), (m)-(p)
16.52.603	Fuel fired appliances	2(c), (f)-(j)
16.52.604	Electrical equipment, wiring and hazards	2(c),(f)-(j), (m)-(p)
16.52.605	Mechanical refrigeration	2(c),(f)-(j), (m)-(p)
16.52.901	Fire protection systems	2(c),(f)-(j), (m)-(p)
16.52.903	Automatic sprinkler systems	2(c),(f)-(j), (m)-(p)
16.52.904	Alternative automatic fire extinguishing systems	2(c),(f)-(j), (m)-(p)
16.52.905	Standpipe systems	2(c)-(j), (m)-(p)
16.52.909	Smoke control systems	2(c)-(j), (m)-(p)
16.52.913-.1103	Fire Pumps; Fire protection based on special detailed requirements of use and occupancy; Stairways; Maintenance of means of egress; Fire safety requirements for existing buildings.	2(c)-(j), (m)-(p)
16.52.1203	Emergency and standby power systems	2(c), (f)-(j), (m)-(p)
16.52.2311	Repair garages	2(c)-(j)
16.52.3304	Precautions against fire	2(c)-(j), (m)-(p)
16.52.3311	Means of egress	2(c)-(j), (m)-(p)
16.52.5001-.5005	Hazardous materials: general; Hazardous materials: general requirements; Hazardous materials: storage; Hazardous materials: use, dispensing and handling	2(c)-(j), (l)-(p) <sup>6</sup>
16.52.5601	Explosives and fireworks	2(c)-(j), (m)-(p)
16.52.5704	Flammable and combustible liquids	2(c)-(j), (l)-(p)

16.52.5706	Special operations	2(c)-(j), (l)-(p)
16.52.5707	On demand mobile fueling	2(c)-(j), (l)-(p) <sup>7</sup>
16.52.5809	Mobile gaseous fueling of hydrogen fueled vehicles	2(c)-(j), (l)-(p) <sup>8</sup>
16.52. .6004	Highly toxic, toxic, and moderately toxic compressed gases	2(c)-(j), (m)-(p) <sup>5</sup>
16.52.6405	Pyrophoric materials.	2(c)-(j), (l)-(p)
16.52.7000	Modifications	2(c)-(j), (l)-(p)
16.52.7100	Fire flow requirements for buildings	2(c)-(j), (l)-(p)
16.52.7500	Fire hydrant spacing	2(c)-( j), (m)-(p)
16.52.8101-.8105	Fire apparatus and access roads; Required access; Minimum specifications; Aerial fire apparatus access roads; Multi-family residential developments	2(c)-( j), (m)-(p)
16.52.9000	Firefighter air replenishment systems	2(c)-( j), (m)-(p)
16.52.9080	Reference standards	Admin

<sup>1</sup> The types of permits regulated in section 16.52.105 are necessary to ensure greater protections against fire and accidents associated with hazardous materials and protect against spread of fire and other disasters. Given the density of the development and population in Sunnyvale, these regulations promote public safety welfare.

<sup>2</sup> Payment of fees required to reflect policies and procedures of City's finance department.

<sup>3</sup> Administrative clarification that regulations apply to uses as well as work.

<sup>4</sup> Definition changes for consistency with other amendments and to address hazardous materials and fire hazards associated with emerging technology common in business and industry centers occupied by Sunnyvale businesses.

<sup>5</sup> Storage of materials may be a source of or contribute to fire ignition and spread; regulation may help limit spread of fire and address many of the risks outlined in the findings.

<sup>6</sup> Businesses located in developed and developing industry centers in Sunnyvale frequently use various types of hazardous materials. In addition, daytime work populations in these areas are also increasing as new buildings are developed and remodeled, making protections against hazardous materials increasingly important.

<sup>7</sup> On-demand mobile fueling of motor vehicles is an emerging service industry in many locations around the country serving individual consumers and businesses alike. There is a demonstrated high interest in mobile fueling in Silicon Valley and the greater San Francisco Bay Area because of the tendency of the customer base in these areas to seek out and use services that offer cutting-edge personal conveniences. In 2016, model regulations were developed for the on-demand mobile

fueling industry, and because these regulations were included in the 2018 California Fire Code (CFC), the new code alleviates the need for duplicative local amendments. The statewide regulations provide technical and administrative safety controls, therefore the proposed local amendments relate only to areas in which the CFC is silent and fill the gap with additional safety controls that were not addressed by the IFC or CFC, especially in light of the uniquely dense development and population in Sunnyvale, as well as potential traffic delaying emergency responders responding to an event caused by mobile fueling.

Mobile gasoline fueling presents numerous inherent safety risks. Flammable liquids in comparison to combustible liquids are highly volatile and they present a significant fire and explosion hazard under specific conditions. Gasoline in particular has the dangerous combination of a low flash point combined with a high vapor density. The flash point of a liquid is defined as the temperature above which the liquid produces vapors which can ignite or explode. The flash point of gasoline is -45 degrees F. Like most flammable liquids, gasoline flows easily and a small spill can cover a large area, spreading fire widely. At ambient temperatures gasoline is continuously generating invisible, heavier than air vapor that travels away from the source seeking the lowest point. These vapors can settle and collect in low areas like sumps, sewers, pits, trenches and basements. The vapor trail can spread far from the liquid and if the vapor trail contacts an ignition source, the fire produced can flash back (or travel back) to the liquid very quickly. Flashback and fire can happen even if the liquid giving off the vapor and the ignition source are hundreds of feet apart. Similarly, gasoline spills into the City's storm drain system, which drains into the San Francisco Bay, could cause environmental hazards and violate the City's stormwater permit. The City has an interest in closely regulating this activity beyond the minimum standards from the CFC because of the potential for it to create or contribute to spread of fire and other hazards discussed in the findings.

Therefore, the Council finds that regulation of mobile gasoline fueling is appropriate and necessary based on the hazards and risks associated with the climatic, topographic and geological conditions described above. Regulating mobile fueling is necessary based on the risks and highly volatile nature of gasoline described above, and will further protect the public health safety and welfare of Sunnyvale residents by helping to mitigate potential fire, life safety, and environmental accidents that could result from mobile fueling in the city's residential neighborhoods and densely populated industrial and business areas.

<sup>8</sup> Because of the State's policy initiatives, California remains a focal point for development of hydrogen fueling technology and implementation. Successful market launch and continued growth of California's hydrogen fueling network will contribute to the state meeting zero-emission vehicle goals as well as greenhouse gas reduction, air quality improvement, and petroleum reduction goals set forth in state and federal laws and programs.

Currently the California Fire Code adopts National Fire Protection Association (NFPA) 2, *Hydrogen Technologies Code*, which establishes safety controls and requirements for fueling of hydrogen at fixed and temporary fueling facilities. Sunnyvale has had some inquiries and interest regarding such facilities. Neither the CFC nor NFPA 2 addresses the activity of mobile delivery of hydrogen gas to vehicles, however. Fueling of hydrogen fuel cell electric vehicles (FCEVs) is

not generally considered to be more hazardous than gasoline fueling even though hydrogen requires only one 10th as much energy to ignite as gasoline does. However, a primary feature of hydrogen fueling is the high pressure tanks needed to store and dispense the fuel. Since FCEVs store hydrogen at pressures of up to 10,000 psi (70MPa), compressors, storage tanks, and dispensers designed and manufactured to handle these pressures safely are required. 10,000 psi is the highest pressure of any alternative fuel, with compressed natural gas as the next most pressurized fuel at 3,600 psi. Because the State of California is on the forefront of implementing hydrogen fueling technologies, regulation of hydrogen mobile fueling by adoption of a local amendment to establish safety controls is appropriate and necessary in light of the nature of the activity amongst the unique characteristics found in Sunnyvale as described in the findings, including dense building development, a growing workforce and population, as well as traffic limitations when responding to an emergency.



# City of Sunnyvale

## Agenda Item

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19-1185

Agenda Date: 11/5/2019

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### **SUBJECT**

Adopt Ordinance No. 3149-19 to amend 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

### **RECOMMENDATION**

Adopt Ordinance No. 3149-19

### **ATTACHMENT**

1. Ordinance No. 3149-19

## **ORDINANCE NO. 3149-19**

### **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUNNYVALE TO AMEND 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**

WHEREAS, the California Building Standards Commission (“CBSC”) is responsible for administering the implementation of the California building codes, which includes the proposal, review, and adoption processes; and

WHEREAS, the building codes are contained in the California Code of Regulations, Title 24; and

WHEREAS, since 1989, the CBSC has published triennial editions of these codes; and

WHEREAS, in January 2019, the State of California adopted the 2019 California Building Codes and published the documents on July 1, 2019.

WHEREAS, all local jurisdictions are required to adopt these codes with appropriate amendments by January 1, 2020, or be mandated to accept by default the version adopted by the State; and

WHEREAS, the City of Sunnyvale desires to amend the following codes adopted by the State of California for implementation on January 1, 2020:

- 2019 California Building Code (based on the 2018 International Building Code)
- 2019 California Residential Code (based on the 2018 International Residential Code)
- 2019 California Mechanical Code (based on the 2018 Uniform Mechanical Code)
- 2019 California Plumbing Code (based on the 2018 Uniform Plumbing Code)
- 2019 California Electrical Code (based on the 2017 National Electrical Code)
- 2019 California Building Standards Administrative Code

- 2019 California Energy Code
- 2019 California Historical Building Code
- 2019 California Existing Building Code
- 2019 California Green Building Standards Code
- 2018 International Property Maintenance Code

WHEREAS, in addition to the above listed, the City of Sunnyvale desires to add two new Chapters to Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code related to solar rooftop systems and electric vehicle charging stations.

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

SECTION 1. Section 16.08.020 AMENDED. Section 16.08.020 of Chapter 16.08 (Administrative Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby amended to read as follows:

**Section 16.08.020. Adoption by reference.**

The “2019 California Administrative Code” adopted by the State Building Standards Commission in California Code of Regulations (CCR) Title 24, Part 1 is hereby adopted by reference as the administrative code for all California codes adopted by the city of Sunnyvale.

SECTION 2. Chapter 16.10 ADDED. Chapter 16.10 (Safety Assessment Placards) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby added to read as follows:

**Chapter 16.10.**

**SAFETY ASSESSMENT PLACARDS.**

- 16.10.010. Intent**
- 16.10.020. Application of Provisions**
- 16.10.030. Definitions**
- 16.10.040. Placards**

**16.10.010. Intent.**

This chapter establishes standard safety assessment placards to be used to indicate the condition of a structure for continued occupancy. The chapter further authorizes the Building Official and his or her authorized representative to post an appropriate placard at each entry point to a building or structure upon completion of a safety assessment.

**16.10.020. Application of Provisions.**

(a) The provisions of this chapter are applicable to all buildings and structures of all occupancies regulated by the city. The city council may extend the provisions as necessary.

**16.10.030 Definitions**

(a) **SAFETY ASSESSMENT** means a visual, non-destructive examination of a building or structure by the Building Official or his or her designee, for the purpose of determining the conditions for continued occupancy.

**16.10.040 Placards**

(a) The following descriptions shall be used to designate the conditions for continued occupancy of buildings or structures.

(1) **INSPECTED – Lawful Occupancy Permitted** shall be posted on any building or structure wherein no apparent structural hazard has been found. This placard shall not mean that there is no damage to the building or structure.

(2) **RESTRICTED USE** shall be posted on each building or structure that has been damaged wherein the damage has resulted in some form of restriction to the continued occupancy. The Building Official or his or her designee shall note in general terms the damage observed and shall note the restrictions on continued occupancy.

(3) **UNSAFE – Do Not Enter or Occupy** shall be posted on each building or structure that has been damaged to such a degree that continued occupancy poses a threat to life safety. Buildings or structures posted with this placard shall not be entered under any circumstance except as authorized in writing by the Building Official, or his or her designee. Safety assessment teams shall be authorized to enter these buildings at any time. This placard is not to be used or considered as a demolition order. The Building Official or his or her designee shall note in general terms the damage observed.

(b) This ordinance number shall be affixed to the placard, and shall also include the contact name, address and phone number of the Building Official or his or her designee.

(c) It shall be unlawful for any person, firm or corporation to alter, remove, cover or deface a placard unless authorized by the Building Official or his or her designee.

SECTION 3. Section 16.16.020 AMENDED. Section 16.16.020 of Chapter 16.16 (Building Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby amended to read as follows:

**Section 16.16.020. Adoption by reference.**

The 2018 International Building Code in its entirety, along with Appendices C, I, and J as published by the International Code Council, Inc. and amendments to sections of the 2018 International Building Code adopted by the State Building Standards Commission in California Code of Regulations (CCR) Title 24, Part 2, known as the 2019 California Building Code, is hereby adopted by reference, with changes and modifications as hereinafter set forth, as the building code of the city of Sunnyvale.

SECTION 4. Section 16.16.030 AMENDED. Section 16.16.030 of Chapter 16.16 (Building Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby amended to read as follows:

**Section 16.16.030. Administration.**

2019 California Building Code, Chapter 1, Division II, is hereby amended as follows:

**101.2. Scope.**

[A] The provisions of this chapter shall apply to grading and to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal, and demolitions of every building or structure within the city, including all plumbing and drainage systems, mechanical systems, and electrical wiring and fire safety systems, or parts thereof, within and serving such building or structure, excluding therefrom the following:

(1) - (5) [Text unchanged.]

(6) Detached one- and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories above grade plane in height with a separate means of egress and their accessory structures shall comply with this code or the California Residential Code.

**105.3.2. Time Limitation of Application.** [Text unchanged.]

**105.5. Permit Expiration.**

(1) Every permit issued under the provisions of this title shall expire by limitation and become null and void, if the work authorized by the permit is not commenced within 365 days from the date of the permit, or if the work authorized by the permit is suspended or abandoned at any time after the work is commenced for a period of one hundred eighty days.

(2) For purposes of this title, the failure of the permittee to call for an inspection within three hundred and sixty-five days of the date the permit was originally issued, or within one hundred eighty days of the last inspection, shall create a rebuttable presumption that the work authorized by the permit has been suspended or abandoned, and the chief building official may make a determination that the permit has expired.

(3) - (5) [Text unchanged.]

**Note:** Reference Building Standards Law, [Health and Safety Code](#) Sections 18938.5 and 18938.6, for provisions related to expiration of permits.

**105.7. Placement of Permit.** [Text unchanged.]

**107.5. Retention of Construction Documents.** [Text unchanged.]

**109.2. Schedule of Permit Fees.** [Text unchanged.]

**109.4. Work Commencing Before Permit Issuance.** [Text unchanged.]

**109.4.1. Investigation Fees: Work Without a Permit.** [Text unchanged.]

**109.4.2. Fee.** [Text unchanged.]

**109.6. Refunds.** [Text unchanged.]

**109.7. Plan Review Fees.** [Text unchanged.]

**110.3.8. Other Inspections.** [Text unchanged.]

**110.7. Inspection Record Card.** [Text unchanged.]

**110.8. Reinspections.** [Text unchanged.]

**111.2. Certificate Issued.** [Text unchanged.]

**114.1. Unlawful Acts.** It is unlawful for any person, firm, or corporation to perform any grading, or to relocate, replace, erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy, or maintain any building or structure in the city, or to install or maintain any plumbing or drainage systems, or any mechanical systems, or any electrical wiring or fire safety systems in or about any building or structure in the city, or cause the same to be done, contrary to or in violation of any of the provisions of the administrative or technical code. Each such person is guilty of a separate offense for each and every day during any portion of which a violation of any provision of any codes continued, or permitted by such person and shall be punishable accordingly.

**Section 117. Address Identification.** [Text unchanged.]

SECTION 5. Section 16.16.050 AMENDED. Section 16.16.050 of Chapter 16.16 (Building Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby amended to read as follows:

**Section 16.16.050. Standards for high-rise buildings.**

2019 California Building Code Section 403 is hereby replaced by the

applicable provisions of Chapter 16.52.

SECTION 6. Section 16.16.060 AMENDED. Section 16.16.060 of Chapter 16.16 (Building Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby amended to read as follows:

**Section 16.16.060.      Numbering of buildings.**

2019 California Building Code Section 501.2 is hereby replaced with the applicable provisions of Section 16.16.030.

SECTION 7. Section 16.16.070 AMENDED. Section 16.16.070 of Chapter 16.16 (Building Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby amended to read as follows:

**Section 16.16.070.      Fire extinguishing systems.**

Except for the application of Sections 504.2 and 506.3 of the 2019 California Building Code, the installation requirements for fire extinguishing systems, including 2019 California Building Code Section 903, shall be governed by the applicable provisions of the 2019 California Fire Code as adopted by Chapter 16.52.

SECTION 8. Section 16.16.080 AMENDED. Section 16.16.080 of Chapter 16.16 (Building Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby amended to read as follows:

**Section 16.16.080.      Fire protection systems.**

2019 California Building Code Chapter 9 is hereby replaced by the applicable provisions of Chapter 16.52.

SECTION 9. Section 16.16.090 AMENDED. Section 16.08.090 of Chapter 16 (Building Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby amended to read as follows:

**Section 16.16.090.      Roof material rating.**

2019 California Building Code Section 1505.1.3 is amended to read as follows:

**1505.1.3      Roof Coverings in All Other Areas.** [Text unchanged.]

SECTION 10. Section 16.16.100 AMENDED. Section 16.16.100 of Chapter 16.16 (Building Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby amended to read as follows:

**Section 16.16.100.      Concrete construction.**

2019 California Building Code Section 1705.3 is hereby amended to read:

**1705.3 Concrete Construction.** [Text unchanged.]

SECTION 11. Section 16.16.110 AMENDED. Section 16.16.110 of Chapter 16.16 (Building Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby amended to read as follows:

**Section 16.16.110. Modifications to ACI 318.**

2019 California Building Code Section 1905.1.8 is amended to read as follows:

**1905.1.7 ACI 318, Section 14.1.4.** Delete ACI 318, Section 14.1.4, and replace with the following:

**22.10 – 22.10.1** [Text unchanged.]

SECTION 12. Section 16.17.020 AMENDED. Section 16.17.020 of Chapter 16.17 (Residential Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby amended to read as follows:

**Section 16.17.020. Adoption by reference.**

The 2018 International Residential Code in its entirety, along with Appendices H, K, and V as published by the International Code Council, Inc. and amendments to sections of the 2018 International Residential Code adopted by the State Building Standards Commission in California Code of Regulations (CCR) Title 24, Part 2.5, known as the 2019 California Residential Code, is hereby adopted by reference, with changes and modifications as hereinafter set forth, as the residential code of the city of Sunnyvale.

SECTION 13. Section 16.17.030 AMENDED. Section 16.17.030 of Chapter 16.17 (Residential Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby amended to read as follows:

**16.17.30. Administration.**

2019 California Residential Code Chapter 1 Division II is hereby amended as follows:

2019 California Residential Code Chapter 1 Division II is hereby replaced by the provisions of Chapter 16.16.

SECTION 14. Section 16.17.040 AMENDED. Section 16.17.040 of Chapter 16.17 (Residential Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby amended to read as follows:

**Section 16.17.040. Definitions.**

2019 California Residential Code Chapter 2 is hereby amended as follows:

For the purpose of the California Code, certain terms are defined as follows:

(1) – (5) [Text unchanged.]

SECTION 15. Section 16.17.050 AMENDED. Section 16.17.050 of Chapter 16.17 (Residential Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby amended to read as follows:

**Section 16.17.050. Fire-resistant construction.**

2019 California Residential Code Table R302.1(2) footnote “a” is amended to read follows:

<sup>a</sup>. For residential subdivisions where all dwellings and accessory buildings are equipped throughout with an automatic sprinkler system installed in accordance with Section R313, the fire separation distance for exterior walls not fire-resistance rated and for fire-resistance rated projections shall be permitted to be reduced to 0 feet, and unlimited unprotected openings and penetrations shall be permitted, where the adjoining lot provides an open setback yard that is 6 feet or more in width on the opposite side of the property line.

SECTION 16. Section 16.17.060 AMENDED. Section 16.17.060 of Chapter 16.17 (Residential Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby amended to read as follows:

**Section 16.17.060. Townhouses.**

2019 California Residential Code Section R302.2 is amended as follows:

**R302.2 Townhouses.** [Text unchanged.]

SECTION 17. Section 16.17.080 AMENDED. Section 16.17.080 of Chapter 16.17 (Residential Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby amended to read as follows:

**Section 16.17.080. Fire extinguishing systems.**

2019 California Residential Code sections R313.1, R313.2, and R313.3 are hereby amended to read as follows:

**R313.1 Townhouse automatic fire sprinkler systems.**

[Text unchanged.]

**Existing Townhouses.** [Text unchanged.]

Firewalls used to separate building areas shall be constructed in accordance with the 2019 California Building Code and shall be without openings or penetrations.

Exception: [Text unchanged.]

**R313.1.1 Design and Installation.**

[Text unchanged.]

**R313.2 One- and two-family dwellings automatic fire systems.**

[Text unchanged.]

Existing one- and two-family dwellings. An automatic residential fire sprinkler system shall be installed in existing one and two-family dwellings when additions are made that are in excess of 50 percent of the original building area.

Firewalls used to separate building areas shall be constructed in accordance with the 2019 California Building Code and shall be without openings or penetrations.

Exception: [Text unchanged.]

Group U private garages and carports shall comply with Section 903.2.18 of the 2019 California Fire Code.

**R313.2.1 Design and Installation.**

Automatic residential fire sprinkler systems for one- and two-family dwellings shall be designed and installed in accordance with NFPA 13D and local standards.

2019 California Residential Code Section R313.3 is hereby amended by deleting the following provisions:

**R313.3 Dwelling unit fire sprinkler systems.**

SECTION 18. Section 16.17.100 AMENDED. Section 16.17.100 of Chapter 16.17 (Residential Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby amended to read as follows:

**Section 16.17.100. Gypsum board and plaster as wall bracing materials.**

Title for the 2019 California Residential Code Table R602.10.3(3) is amended to read as follows:

**TABLE R602.10.3(3)<sup>a,b,c,d,e,f,g</sup> BRACING REQUIREMENTS BASED ON SEISMIC DESIGN CATEGORY (AS A FUNCTION OF BRACED WALL LINE LENGTH)**

2019 California Residential Code Table R602.10.3(3) footnote “g” is added to the end of the table to read as follows:

<sup>g</sup> In Seismic Design Categories D<sub>0</sub>, D<sub>1</sub>, and D<sub>2</sub>, Methods GB is not permitted and the use of Method PCP is limited to one-story single family dwellings and accessory structures.

2019 California Residential Code Section R602.10.4.4 is added to Chapter 6 of the 2019 California Residential Code to read as follows:

**R602.10.4.4 Limits on Methods GB and PCP.** [Text unchanged.]

SECTION 19. Section 16.17.110 AMENDED. Section 16.17.110 of Chapter 16.17 (Residential Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby amended to read as follows:

**Section 16.17.110. Roof material rating.**

2019 California Residential Code Section R902.1.3 is amended to read as follows:

**R902.1.3 Roof Coverings in All Other Areas.** [Text unchanged.]

SECTION 20. Section 16.17.120 AMENDED. Section 16.17.120 of Chapter 16.17 (Residential Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby amended to read as follows:

**Section 16.17.120 Swimming pools, spas and hot tubs.**

2019 California Residential Code Section R326.1 is amended to read as follows:

**R326.1 General.** The design and construction of pools and spas shall comply with the 2019 California Building Code.

SECTION 21. Section 16.18.020 AMENDED. Section 16.18.020 of Chapter 16.18 (Existing Building Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby amended to read as follows:

**Section 16.18.020. Adoption by reference.**

The “2019 California Existing Building Code,” along with appendices A1, A3 and A4 adopted by the State Building Standards Commission in California Code of Regulations (CCR) Title 24, Part 10 is hereby adopted by reference, with changes and modifications as hereinafter set forth, as the existing building code of the city of Sunnyvale.

SECTION 22. Section 16.18.030 AMENDED. Section 16.18.030 of Chapter 16.18 (Existing Building Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby amended to read as follows:

**Section 16.18.030. Administration.**

2019 California Existing Building Code Chapter 1 Division II is hereby amended as follows:

2019 California Existing Building Code 1 Division II is hereby replaced by the applicable provisions of Chapter 16.16.

SECTION 23. Section 16.18.040 AMENDED. Section 16.18.040 of Chapter 16.18 (Existing Building Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby amended to read as follows:

**Section 16.18.040. Moved structures.**

2019 California Existing Building Code Section 409 is hereby amended to read:

**409.1 Conformance.** [Text unchanged.]

**Exception:** [Text unchanged.]

SECTION 24. Section 16.24.020 AMENDED. Section 16.24.020 of Chapter 16.24 (Plumbing Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby amended to read as follows:

**Section 16.24.020. Adoption by reference.**

The 2018 Uniform Plumbing Code in its entirety as published by the International Association of Plumbing and Mechanical Officials and amendments to sections of the 2018 Uniform Plumbing Code adopted by the State Building Standards Commission in California Code of Regulations (CCR) Title 24, Part 5 known as the 2019 California Plumbing Code, is hereby adopted by reference, with changes and modifications as hereinafter set forth, as the plumbing code of the city of Sunnyvale.

SECTION 25. Section 16.24.025 AMENDED. Section 16.24.025 of Chapter 16.24 (Plumbing Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby amended to read as follows:

**Section 16.24.025. Administration.**

2019 California Plumbing Code Chapter 1 Division II is hereby amended as follows:

2019 California Plumbing Code Chapter 1 Division II is hereby replaced by the applicable provisions of Chapter 16.16.

SECTION 26. Section 16.24.030 AMENDED. Section 16.24.030 of Chapter 16.24 (Plumbing Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby amended to read as follows:

**Section 16.24.030. Alternative water sources for nonpotable applications.**

2019 California Plumbing Code Chapter 15 is amended to read as follows:

**1504.4 Groundwater Level.** Adequate groundwater separation shall be demonstrated to the satisfaction of the Enforcing Agency per the requirements below. Adequate demonstration of the requirements can be shown through documented seasonal high groundwater levels within the area or if there is no evidence of groundwater in a test hole of the required depth.

Clothes washer system or simple system: The deepest irrigation or disposal point of the proposed graywater system shall not extend within five (5) vertical feet (1,524 mm) of groundwater.

Complex system: The deepest irrigation or disposal point of the proposed graywater system shall not extend within ten (10) vertical feet (3,048 mm) of groundwater.

SECTION 27. Section 16.28.020 AMENDED. Section 16.28.020 of Chapter 16.28 (Mechanical Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby amended to read as follows:

**Section 16.28.020. Adoption by reference.**

The 2018 Uniform Mechanical Code in its entirety as published by the International Association of Plumbing and Mechanical Officials and amendments to sections of the 2018 Uniform Mechanical Code adopted by the State Building Standards Commission in California Code of Regulations (CCR) Title 24, Part 4 known as the 2019 California Plumbing Code, is hereby adopted by reference, with changes and modifications as hereinafter set forth, as the mechanical code of the city of Sunnyvale.

SECTION 28. Section 16.28.025 AMENDED. Section 16.28.025 of Chapter 16.28 (Mechanical Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby amended to read as follows:

**Section 16.28.025. Administration.**

2019 California Mechanical Code Chapter 1 Division II is hereby amended as follows:

2019 California Mechanical Code Chapter 1 Division II is hereby replaced by the applicable provisions of Chapter 16.16.

SECTION 29. Section 16.32.020 AMENDED. Section 16.32.020 of Chapter 16.32 (Electrical Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby amended to read as follows:

**Section 16.32.020. Adoption by reference.**

The 2017 National Electrical Code in its entirety as published by the National Fire Protection Association and amendments to sections of the 2017 National Electrical Code adopted by the State Building Standards Commission in California Code of Regulations (CCR) Title 24, Part 3 known as the 2019 California Electrical Code, is hereby adopted by reference, with changes and modifications as hereinafter set forth, as the electrical code of the city of Sunnyvale.

SECTION 30. Section 16.32.030 AMENDED. Section 16.32.030 of Chapter 16.32 (Electrical Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby amended to read as follows:

**Section 16.32.030. Administration.**

2019 California Electrical Code section 89.101 is hereby amended as follows:

2019 California Electrical section 89.101 is hereby replaced by the applicable provisions of Chapter 16.16.

SECTION 31. Section 16.34.020 AMENDED. Section 16.34.020 of Chapter 16.34 (Historical Building Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby amended to read as follows:

**Section 16.34.020. Adoption by reference.**

The “2019 California Historical Building Code” adopted by the State Building Standards Commission in California Code of Regulations (CCR) Title 24, Part 8 is hereby adopted by reference as the historical building code of the city of Sunnyvale.

SECTION 32. Section 16.42.020 AMENDED. Section 16.42.020 of Chapter 16.42 (Energy Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby amended to read as follows:

**Section 16.42.020. Adoption by reference.**

The “2019 California Energy Code” adopted by the State Building Standards Commission in California Code of Regulations (CCR) Title 24, Part 6 is hereby adopted by reference as the energy code of the city of Sunnyvale.

SECTION 33. Section 16.43.020 AMENDED. Section 16.43.020 of Chapter 16.43 (Green Building Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby amended to read as follows:

**Section 16.43.020. Adoption by reference.**

The “2019 California Green Building Standards Code” adopted by the State Building Standards Commission in California Code of Regulations (CCR) Title 24, Part 11 is hereby adopted by reference, with changes and modifications as hereinafter set forth, as the green building code of the city of Sunnyvale.

SECTION 34. Section 16.43.030 AMENDED. Section 16.43.030 of Chapter 16.43 (Green Building Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby amended to read as follows:

**Section 16.43.030. Fireplaces and wood-burning appliances.**

2019 California Green Building Code Section 4.503 is amended to read:

**Section 4.503.1 Fireplaces and Wood-Burning Appliances.** [Text unchanged.]

2019 California Green Building Code Section 5.503.1 is amended to read:

**Section 5.503 Fireplaces and Wood-Burning Appliances.** [Text unchanged.]

SECTION 35. Section 16.43.040 AMENDED. Section 16.43.040 of Chapter 16.43 (Green Building Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby amended to read as follows:

**Section 16.43.040. Pre-wiring for electric car chargers.**

2019 California Green Building Code Section 4.106.4.2 is amended to read:

**4.106.4.2 New multifamily dwellings.** [Text unchanged.]

SECTION 36. Section 16.50.020 AMENDED. Section 16.50.020 of Chapter 16.50 (Property Maintenance Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby amended to read as follows:

**Section 16.50.020. Adoption by reference.**

The “2018 International Property Maintenance Code” is hereby adopted by reference as the property maintenance code of the city of Sunnyvale. All references to jurisdictional requirements are found in the Sunnyvale Municipal Code or other appropriate schedules.

SECTION 37. STATUTORY REFERENCES, INCLUSIONS OF AMENDMENTS AND ADDITIONS. Whenever reference is made to any portion of this ordinance, or of any other chapter or section of the Sunnyvale Municipal Code, or of any other ordinance of the city of Sunnyvale, or of any law of the State of California, the reference applies to all amendments

and additions now or thereafter made.

SECTION 38. INTERPRETATIONS. In interpreting and applying the provisions of this ordinance, the requirements contained herein are declared to be minimum requirements for the purposes set forth. The provisions of this ordinance, insofar as they are substantially the same as existing statutory provisions relating to the same subject matter, shall be construed as restatements and continuations and not as new enactments. This ordinance shall not nullify the more restrictive provisions of covenants, agreements or other ordinances or laws, but shall prevail as to such provisions which are less restrictive.

SECTION 39. FINDINGS. To the extent the changes and modifications set forth in this ordinance to the 2019 California Building Standards Codes are deemed more restrictive than the standards contained in the 2019 California Building Standards Codes, thus requiring findings describing local conditions that justify such modifications, the Council finds and determines that the changes are reasonably necessary because of local climatic, geologic, or topographic conditions and adopts the findings for local amendments to the California Building Code, 2019 Edition, attached as Exhibit "A" and incorporated herein by reference.

SECTION 40. CEQA - EXEMPTION. The City Council finds, pursuant to Title 14 of the California Code of Regulations, Section 15308 (Class 8) Actions by Regulatory Agencies for Protection of the Environment and Section 15305 (Class 5) Minor alterations in Land Use Limitations and Section 15061 of the CEQA Guidelines, that this ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) because it can be seen with certainty that there is no possibility that the changes adopted will have a significant effect on the environment.

SECTION 41. 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 42. EFFECTIVE DATE. This ordinance shall be in full force and effect January 1, 2020.

SECTION 43. 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:

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

## **EXHIBIT A**

### **FINDINGS**

Section 17958 of the California Health and Safety Code provides that the City may make changes to the provisions of the California Building Standards Code. Sections 17958.5 and 17958.7 of the Health and Safety Code require that for each proposed local change to those provisions of the California Building Standards Code which regulate buildings used for human habitation, the City Council must make findings supporting its determination that each such local change is reasonably necessary because of local climatic, geological, or topographical conditions. The City need not show that local conditions deviate from prevailing statewide conditions, only that the changes are “reasonably necessary because of local climatic, geological, or topographical conditions.” (Cal. Health & Safety Code § 17958.5; *ABS Inst. v. City of Lancaster* (1994) 24 Cal. App. 4th 285, 294.

Local building regulations having the effect of amending the uniform codes, which were adopted by the City prior to November 23, 1970, were unaffected by the regulations of Sections 17958, 17958.5 and 17958.7 of the Health and Safety Code. Therefore, amendments to the uniform codes which were adopted by the City Council prior to November 23, 1970, and have been carried through from year to year without significant change, need no required findings. Also, amendments to provisions not regulating buildings used for human habitation do not require findings.

#### **General Findings**

##### **1. Climatic**

**a. Precipitation.** Precipitation in Sunnyvale ranges from 4.83 to 30.30 inches per year with an average of approximately 13.86 inches per year. Approximately 90% falls during the months of November through April and 10% from May through October. This area experienced a major drought in 1977-78 and a moderate drought the next five years. It recently ended a seven-year drought and it is possible that more droughts will occur in the future. The local climate is characterized by markedly delineated rainy and dry seasons, which tend to maximize the expansive characteristics of soil. Drought conditions tend to create more frequent and larger fire incidents

**b. Relative Humidity.** Humidity generally ranges from 60% during daytime to 80% at night. It drops to 20% during the summer months and occasionally drops lower.

**c. Temperatures.** Temperatures have been recorded as high as 108° F. Average summer highs are in the 78°-82° F. range.

**d. Winds.** Prevailing winds are from the Northwest or Southeast. However, winds are experienced from virtually every direction at one time or another. Velocities are generally in the 5-mph to 15-mph range, gusting to 7.4 mph to 30 mph, particularly during the summer months. Extreme winds, up to 60 mph, have been known to occur.

e. **Summary and Analysis.** These local climatic conditions affect the acceleration, intensity and size of fire in the community. Times of little or no rainfall, of low humidity and high temperatures create extremely hazardous conditions, particularly as they relate to wood shake and shingle roof fires and conflagrations. The winds experienced in this area can have a tremendous impact upon structure fires of buildings in close proximity to one another commonly found in Sunnyvale.

During wood shake and shingle roof fires, or exposure fires, winds can carry sparks and burning brands to other structures, thus spreading the fire and causing conflagrations. In building fires, winds can literally force fires back into the building and can create a blowtorch effect, in addition to preventing "natural" ventilation and cross-ventilation efforts. In developed areas of the City, fires can occur in buildings, rubbish, vehicles, and vegetation on vacant lots.

## 2. Geological, Geographic and Topographic

a. **Geographic Location.** Sunnyvale is located in the Santa Clara Valley. It has taken its place as the second largest city in the "heart of the Silicon Valley," the center for an expanding and changing technology industry.

b. **Seismic Location.** Sunnyvale is situated on alluvial soils between San Francisco Bay and the San Andreas Fault zone. The City's location makes it particularly vulnerable to damage to taller and older structures caused by seismic events. The relatively young geological processes that have created the San Francisco Bay Area are still active today. Seismically, the City sits between two active earthquake faults (San Andreas and the Hayward/Calaveras) and numerous potentially active faults.

c. **Seismic and Fire Hazards.** In the event of a seismic occurrence, many areas of the city can expect damage or collapse of buildings due to Sunnyvale's proximity to active earthquake faults. Secondary impacts could include ruptured gas lines, collapsed power lines, and breaks in the water distribution system. Gypsum wallboard and exterior portland cement plaster have performed poorly during recent California seismic events. The shear values for gypsum wallboard and portland cement stucco contained in the code are based on mono-directional testing. It is appropriate to limit the use of these products until cyclic loading testing are performed and evaluated. Fire following an earthquake has the potential of causing greater loss of life and damage than the earthquake itself.

Hazardous materials, particularly toxic gases, could pose the greatest threat to the largest number, should a significant seismic event occur. Public safety resources would have to be prioritized to mitigate the greatest threat, and may likely be unavailable for smaller single dwelling or structure fires.

### Other variables may tend to intensify the situation:

1. The extent of damage to the water system;
2. The extent of isolation due to bridge and/or freeway overpass collapse;
3. The extent of roadway damage and/or amount of debris blocking the roadways;
4. Climatic conditions (hot, dry weather with high winds);

5. Time of day will influence the amount of traffic on roadways and could intensify the risk to life during normal business hours;
6. The availability of timely mutual aid or military assistance;
7. The large portion of dwellings with wood shingle roof coverings could result in conflagrations.

**d. Size and Population.** The City has an area over 24 square miles in size and a population estimated to be 155,567.

**e. Development.** Sunnyvale is a community which is projected to add 15,500 new residential units within the next twenty years, primarily in multi-family configurations, for which building security is a matter of acute importance.

**f. Public Safety Department.** Sunnyvale utilizes a public safety (joint police/fire) department with personnel who function as both fire suppression and police officers, resulting in fewer personnel than otherwise would be required for a city of its size. A premium is therefore placed on built-in physical techniques and devices as crime preventative measures. It is therefore also imperative that fire detection and suppression occur as quickly as possible to minimize loss of property and life. Added protection of fire sprinkler systems and other fire protection measures will supplement normal public safety response by providing immediate protection for the building occupants and by containing and controlling the fire spread to the area of origin. For these reasons the most stringent provisions are required concerning fire detection, alarm and suppression systems.

**g. Roads and Streets.** Sunnyvale is characterized by large buildings and building complexes and is bounded by several major freeways and expressways, which intersect railroad tracks and additional expressways and major arterial streets. These surface features have a major adverse effect upon the road and street layout in the community, including major traffic routes. In addition, the number of vehicle miles driven in the City is steadily increasing and considerable efforts in traffic and roadway improvements are being made to ease the crush of commuters to and through the City to their homes and places of work. Because of the City's high concentration of jobs, much of the peak traffic is made by nonresidents traveling to or from Sunnyvale. Existing surface feature conditions limit the number and cause indirect routing of major arterial streets for normal traffic as well as emergency vehicle response. The impact of planned developments and traffic flow will continue to have an effect on the Department of Public Safety and delivery of fire services.

During the peak AM and PM traffic periods, the City experiences extremely heavy traffic congestion at key intersections and near freeway on-ramps and off-ramps. As noted above, the limited number and the indirect routing of some roads and streets in the community can create heavy, slow traffic conditions and excessively long travel routes from point to point within the community. Thus, in the event of an emergency at a key intersection, overpass, underpass, bridge or other circulation corridor, sections of the City may become temporarily isolated and response times for emergency crews increased beyond ideal times.

Intersections are rated on a level of service (LOS) scale ("A" for excellent operational conditions to "F" for poor conditions. Many of the City's major intersections are currently rated, or with new development, anticipated to be rated LOS D or less for both AM and PM peak hours. These

conditions create barriers to effective emergency response times, which in turn increase the risk of injury or spread of fire.

**h. Industry.** Sunnyvale is the site of many manufacturing and research industries which use toxic, flammable and explosive chemicals and materials in potentially hazardous combinations. Special precautions thus are required to minimize the risk of damage to adjoining persons and properties.

**i. Mixed Industrial/Residential Uses.** High-density residential uses are located near high-risk industries, necessitating special precautions.

**j. Transportation.** Sunnyvale is divided by an interstate highway, which potentially could affect response times of fire suppression equipment.

**k. Soil Conditions and Topography.** Sunnyvale lies at the southern end of San Francisco Bay and is built atop the alluvial deposits that surround the margins of the Bay. The alluvium was created by the flooding of the many streams emptying into the San Francisco Bay depression, and from intermittent seawater inundation that has occurred over the last 2 or 3 million years. The areas closest to the Bay are overlain by unconsolidated fine silty clay, known as "Bay Mud" which varies in thickness from a few feet to as much as 30 feet. Generally, the older, more stable alluvium is to the south and the younger, less stable material is to the north. Bedrock lies beneath the area at depths generally 300' or more. The topography is essentially flat, dropping from an elevation of 300 feet to sea level. The slope across the City is in a northeasterly direction from the high point in the southwest corner to the Bay. The average slope is approximately 0.9%.

The Silicon Valley is within a very active seismic area and local soil conditions can be highly expansive (clay soils). The Northridge earthquake provided hundreds of examples of damage to plain concrete footings. This type of damage is extremely expensive to repair, in contrast to the small expense of providing nominal footing reinforcement. Footing reinforcement is also necessary to prevent damage due to pumping action caused by local expansive soils, which shrink and swell during seasonal drying and wetting conditions.

Most of the surface soils in the Silicon Valley are relatively young and unconsolidated sedimentary materials formed from a wide variety of parent materials. The varying chemical composition, degree of weathering, and the relatively acid environment have created soils of varying types, which are particularly corrosive in nature. Much of the surface soil in the Silicon Valley is highly expansive (i.e., shrink-swell behavior) and has low bearing strength.

**l. Water/Sewer.** Some parts of the Silicon Valley have hard water, which is corrosive to ferrous pipe. The groundwater table is unusually high in many places. Expansive soils create unstable conditions, which increase the potential of breaks in sewer laterals. To maintain health and sanitary services, it is necessary to gain access, to periodically maintain public sanitary laterals.

Wastewater draining from indoor sources in Sunnyvale flows through sewer pipes that direct the wastewater to the Water Pollution Control Plant for treatment before being discharged to the San Francisco Bay. If left untreated before discharge, residential, commercial and industrial wastewater would upset the delicate ecosystem of southern San Francisco Bay. The City of Sunnyvale is one of 74 co-permittees listed under a regional municipal stormwater permit for the San Francisco Bay. On November 19, 2015, order No. R2-2009-0074 was adopted by the Regional

Water Quality Control Board (RWQCB) for Region 2. This permit regulates discharges from municipal separate storm drain systems into waterways under each co-permittee's jurisdiction. The City of Sunnyvale has developed an Urban Runoff Management Plan (URMP) to reduce, control, or otherwise address pollutant sources in discharges to the storm drain system. Departments within the City of Sunnyvale have adopted Best Management Practices (BMPs) and Standard Operating Procedures (SOPs) to reduce the presence of pollutants in stormwater discharges to the maximum extent practicable.

The Sunnyvale URMP focuses on prevention of illicit connection/illegal dumping, quality of industrial and commercial discharges, and minimizing impacts from new development and construction activities. The City implements BMPs for maintaining street and roads, storm drains, and water utilities, and preventing stormwater pollution.

**m. Buildings, Landscaping and Clearances.** Many of the newer large buildings and building complexes are of designs which greatly limit visibility and approach to and accessibility by Public Safety resources. Many houses and other buildings with wood roofs and/or sidings are so close together that fire may readily spread from one to another by both radiation and convection.

**n. Business & Industry Centers.** The current clusters of high-tech, bio-tech, manufacturing and similar companies create additional demands on water, sewer, and electrical facilities. These businesses offer opportunities and access to innovative products, services and technology, and may also be more likely to utilize such products, services, and technology. For example, the more businesses, the greater the demands on water, sewer and power facilities during peak mid- day periods, which could lead to shortages or service disruptions, or use of services and technology impacting health and safety. Similarly, the availability of high-tech and similar businesses creates unique access to innovative products and technology to reduce energy and water use to mitigate business demands.

**o. Population.** Sunnyvale has a current and rapidly growing population (both resident and daytime work) that impacts fire and police service. With more people, there is more traffic congestion during a greater part of the day, which not only slows emergency vehicle response but may also restrict access to fire and crime scenes. Similarly, more emergency incidents requiring a public safety response occur with a larger population, created a greater likelihood of simultaneous emergency incidents requiring a public safety response. This results in longer response times and fewer fire companies or police units to respond to emergencies within the community.

**p. Summary and Analysis.** The stated local geological, geographic and topographical conditions increase the magnitude, exposure, accessibility problems and fire hazards presented to the Department of Public Safety and have a negative impact upon the response capability of public safety resources. Lying beneath Sunnyvale are thick layers of sand, gravel and clay, known as alluvium, which amplify the effects of earthquakes. Based on the combination of these conditions, local experience from the damage caused in Santa Clara Valley by the 1906 earthquake and the poor performance of alluvial deposits during earthquakes, this area could be subject to severe structural damage or failure, multiple major fires and additional fire dangers, and place a great strain on police, fire and rescue resources. A seismic event could also trigger

widespread damage to hazardous material storage vessels and cause substantial hazardous material releases into the environment.

The possibility of fire ignition increases as earthquake shaking increases. Fire due to broken gas lines or short circuits of electrical systems is a major established hazard associated with earthquakes. Most buildings in Sunnyvale are partially or entirely combustible which increases the City's vulnerability to fire. As discussed above, traffic conditions may slow or impede emergency response in any given fire or hazardous materials event, particularly in the event of a seismic event or other natural disaster. Thus, with the potential inability of emergency services to guarantee rapid response, it is necessary to mitigate this problem by requiring additional protections such as built-in fire protection systems, which will provide for early detection and additional fire control.

### **Conclusion and Findings.**

Local climatic, geologic, and topographic conditions impact crime prevention efforts and the frequency, spread, acceleration, intensity and size of fires involving buildings, strength of building structural systems to resist local hazards and ability to deliver uninterrupted services in the community. The potential for significant damage arising from these conditions makes it reasonably necessary to modify the uniform codes to mitigate the effects of the above conditions.

Therefore, the City Council finds that (with the exception of changes justified on administrative grounds), the local amendments of the 2019 California Building Codes are justified by all of the aforementioned general findings as discussed below:

<b>CODE SECTION</b>	<b>LOCAL AMENDMENT</b>	<b>FINDINGS</b>
16.08.020	Adoption by reference	Admin.
16.10.010-.040	Safety assessment placards; Adoption by reference; Administration	1(e), 2(b), (c), (e), (i), (k), (p)
16.16.020-.030	Adoption by reference; Administration	Admin;
16.16.050	Standards for high-rise buildings	1(e), 2(c)-(p)
16.16.060	Numbering of buildings	2(f)-(j), (n)
16.16.070-080	Fire extinguishing systems; Fire protection systems	1(e), 2(c)-(p)
16.16.090	Roof material rating	1(e), 2(c), (m), (o)-(p)
16.16.100	Concrete construction	2(b), (c), (e), (i), (k), (n), (p)
16.16.110	Modifications to ACI 318	2(b), (c), (e), (i), (k), (n), (p)
16.17.020-040	Adoption by reference; Administration; Definitions	Admin.
16.17.050-080	Fire-resistant construction; Townhouses; Fire extinguishing systems	1(e), 2(c)-(j), (m)-(p)
16.17.100	Gypsum board and plaster as wall bracing materials	1(e), 2(c), (m), (o)-(p)
16.17.110	Roof material rating	1(e), 2(c), (m), (o)-(p)
16.17.120	Swimming pools, spas, hot tubs	1(a)-(c), (d)
16.18.020-.030	Adoption by reference; Administration	Admin.
16.18.040	Moved structures	1(e), 2(c)-(j), (m)-(p)
16.24.020-025	Adoption by reference Administration	Admin.
16.24.030	Alternative water sources for nonpotable applications	2(d), (e), (h), (l), (n), (o)
16.28.020-025	Adoption by reference; Administration	Admin.
16.32.020-030	Adoption by reference; Administration	Admin.
16.34.020 16.42.020 16.43.020	Adoption by reference	Admin
16.43.030	Fireplaces and wood-burning appliances	1(a)-(d); 2(d), (o)
16.43.040	Pre-wiring for electric car chargers	1(a)-(d); 2(d), (o)
16.50.020	Adoption by reference	Admin.



# City of Sunnyvale

## Agenda Item

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19-0881

Agenda Date: 11/5/2019

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### REPORT TO COUNCIL

#### SUBJECT

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

#### BACKGROUND

Sunnyvale Community Services ("SCS") is an independent, nonprofit emergency assistance agency, founded in 1970. Their mission is to prevent homelessness and hunger in our local community. The City and SCS have a long history of collaboration and partnership to provide these services. SCS currently owns a building in the City at 725 Kifer Road. SCS would like to expand their services while still operating in Sunnyvale; however, their current site is not large enough to achieve this goal. SCS is currently in contract to buy another property on Kern Avenue in Sunnyvale ("Kern Property"), with a building that is large enough to accommodate their planned expansion. In order to purchase the new property, SCS is looking to sell their current property at 725 Kifer Road and use the funds towards the purchase of the new site.

#### EXISTING POLICY

##### **Council Policy 1.2.7 Acquisition, Leasing and Disposition of City-Owned Real Property**

##### **Section 1: Acquisition of Real Property for Municipal Purposes**

Real property shall be acquired for current or future municipal purposes, and/or to benefit the community. The City shall acquire real property in accordance with Sunnyvale Municipal Code Chapter 2.07.

**Council Policy 5.1G:** Enhance the provision of health and social services to Sunnyvale residents by providing opportunities for the private marketplace to meet the health and social service needs of City residents.

**Council Policy 5.1G:** Encourage the co-location of health and social service providers in Sunnyvale to facilitate the availability of such services.

**Council Policy 5.1G:** Provide incentives, such as co-location privileges or rent subsidies, to attract private agencies to provide needed health and social services.

Pursuant to Sunnyvale Charter Section 1305, at any meeting after the adoption of the budget, the City Council may amend or supplement the budget by motion adopted by affirmative votes of at least four members so as to authorize the transfer of unused balances appropriated for one purpose to another, or to appropriate available revenue not included in the budget.

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**ENVIRONMENTAL REVIEW**

Approving a Purchase and Sale Agreement for the purchase of real property does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(a), as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. Any future development shall be subject to CEQA requirements.

**DISCUSSION**

The City is looking to purchase 725 Kifer Road and lease it back to SCS at a nominal rate for a period of about one year, to ensure continuity of services, while SCS completes the purchase and finalizes tenant improvements at their new Kern Property.

725 Kifer Road is a 0.73-acre site, improved with an industrial/flex building of 11,755 square feet. It was built in 1969 with 36 parking spaces. The property is located on the corner of Kifer Road and San Gabriel Court, and has a land use of M-S. It is not part of the Lawrence Station Area Plan.

The City completed due diligence on the property by obtaining an appraisal report, an environmental phase I report and a title report. Nothing of concern was identified.

The funds SCS are using to purchase the Kern Property will come from a combination of the net proceeds of the Kifer Road sale, community donations, a commercial lender loan and a Community Development Block Grant from the City (“CDBG loan”) in the amount of \$900,000. The CDBG loan will be presented to Council for approval on December 10. The close of escrow for the Kern Property is scheduled for December 16, after approval of the CDBG loan. If the CDBG loan is not approved, there is a chance that SCS will not be able to close on the Kern Property. The funds the City will use for the CDBG loan will come from the reversion of assets (ROA) from the Kifer transaction. Because the CDBG loan is needed to close the Kern Property, a simultaneous close of escrow is not possible. The close of escrow for Kifer will take place on November 26 in order to accommodate the timelines explained above.

Once SCS moves out of 725 Kifer Road and into their new location on Kern Avenue, the City plans to rent 725 Kifer Road to a commercial tenant at market rate, unless a municipal need is identified. The current monthly rental rate of similar properties in Sunnyvale is around \$1.95 per square foot.

**Fundamental Terms and Conditions:**

- Purchase price: \$5,800,000.
- Property sold in “as-is” condition.
- Initial deposit: \$100,000 payable within 5 days of a fully executed agreement.
- Close of Escrow: November 26, 2019.
- Lease back for one year with the option to extend on a month to month basis for up to 18 months.
- SCS can terminate the lease after 9 months of the term with 30 days’ notice.
- Rental rate is \$1.00 for the entire term of the lease.
- SCS shall be responsible for maintenance and repair including structural issues.
- SCS shall pay for all utilities associated with the property.

**FISCAL IMPACT**

The purchase price is \$5.80 million and the estimated closing costs are around \$30,000. Staff is recommending Budget Modification No. 10 to create a new project to appropriate \$5,830,000 to fund this acquisition. Funding is from the General Fund, Capital Improvement Reserve. The current CIP reserve balance is \$6 million. The City has been notified by the County that an additional \$5.5 million (actual receipt occurs towards the end of the Fiscal year) is planned for this year in Excess Educational Revenue Augmentation Funds (ERAF) from the County, which is deposited into the General Fund Capital Improvement Reserve. These estimates have been conservative in the past and staff anticipates receiving the full amount as identified in the FY 2019/20 Budget. After the end of lease with SCS, the City is responsible for the maintenance and utilities at the property. The estimated annual cost is around \$50,000. This cost will be included in the FY 2020/21 budget. This project is funded by the General Fund.

**Budget Modification No. 10  
FY 2019/20**

	<b>Current</b>	<b>Increase/ (Decrease)</b>	<b>Revised</b>
<b>General Fund</b>			
<u>Expenditures</u>			
New Project - Acquisition of 725 Kifer Road (SCS)	\$0	\$5,830,000	\$5,830,000
<u>Reserves</u>			
Capital Improvement Projects	\$11,723,023	(\$5,830,000)	\$5,893,023

**PUBLIC CONTACT**

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

**ALTERNATIVES**

1. Authorize the City Manager to execute the Purchase and Sale Agreement, including the lease attached as Exhibit D to the Agreement, in substantially the same form as Attachment 1 to the report, between the City of Sunnyvale and Sunnyvale Community Services for the purchase of real property located at 725 Kifer Road for \$5,830,000, and approve Budget Modification No. 10 in the amount of \$5,830,000
2. Direct staff to negotiate different terms with Sunnyvale Community Services as determined by Council.
3. Do not approve the Purchase and Sales Agreement between the City of Sunnyvale and Sunnyvale Community Services.

**STAFF RECOMMENDATION**

Alternative 1: Authorize the City Manager to execute the Purchase and Sale Agreement, including the lease attached as in Exhibit D to the Agreement, in substantially the same form as Attachment 1 of

the report, between the City of Sunnyvale and Sunnyvale Community Services for the purchase of real property located at 725 Kifer Road for \$5,830,000, and approve Budget Modification No. 10 in the amount of \$5,830,000

Prepared by: Sherine Nafie, Property Administrator

Reviewed by: Chip Taylor, Director, Public Works

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

**ATTACHMENTS**

1. Purchase and Sale Agreement

**PURCHASE AND SALE AGREEMENT**  
**BETWEEN THE CITY OF SUNNYVALE AND**  
**SUNNYVALE COMMUNITY SERVICES**  
**(725 Kifer Road, Sunnyvale, California)**

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is dated as of the Effective Date (as defined below), by and between the CITY OF SUNNYVALE, a California municipal corporation (the "Buyer"), and SUNNYVALE COMMUNITY SERVICES, a California non-profit Benefit Corporation (the "Seller"), collectively referred to as "the Parties". The effective date of this Agreement shall be \_\_\_\_\_, 2019, the "Effective Date" hereof.

IN CONSIDERATION of the respective agreements hereinafter set forth, Seller and Buyer agree as follows:

1. Property Included in Sale. Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase from Seller, subject to the terms and conditions set forth herein, the following:

a. Real Property. All that certain real property consisting of approximately 0.73 net acres of land located in the City of Sunnyvale, County of Santa Clara, State of California, having a property address of 725 Kifer Road, Sunnyvale, California (APN: 205-44-005), as more particularly described in **Exhibit A** attached hereto (the "Real Property");

b. Appurtenances. All rights, privileges, easements and rights-of-ways appurtenant to, or used in connection with the beneficial use and enjoyment of, the Real Property (collectively, the "Appurtenances"), including, without limitation, (i) all easements, rights of way, privileges, licenses, rights, benefits, tenements and appurtenances pertaining to the Real Property, (ii) any strips or gores of land adjoining the Real Property, (iii) any land lying in or under the bed of any street, alley, road or right-of-way open or proposed, abutting or adjacent to the Real Property, (iv) riparian rights, and rights of ingress or egress or other interests in, on or to any land, highway, street, road or avenue, open or proposed in, on, across, in front of abutting or adjoining the Real Property, and (v) mineral, oil, gas and similar estates and rights;

c. Improvements. All improvements and fixtures located on the Real Property, excluding any fixtures owned by tenants or leased by Seller from third parties, but including the 11,755 square foot building located on the Real Property and any other structures presently located on the Real Property, and all apparatus, equipment and appliances (if any) owned by Seller and used in connection with the ownership, use, operation or occupancy of the Real Property (collectively, the "Improvements"); and

d. Intangible Property. All right, title and interest of Seller in and to any intangible personal property now or hereafter owned by Seller and used exclusively in the ownership, use and operation of the Real Property and Improvements, in each case only to the extent assignable, including the right to use any trade name now used in connection with the Real Property, and all use, occupancy, building and operating licenses, certificates, permits, approvals, development rights and entitlements, all plans and specifications related to the Real Property and Improvements, if any, and any contract or lease rights, agreements, utility contracts, contract warranties and guarantees and other rights relating to the ownership, use and operation of the Property (as defined below) (collectively, the "Intangible Property").

All of the items referred to in Sections 1(a), 1(b), 1(c) and 1(d) above are hereinafter collectively referred to collectively as the "Property."

2. Purchase Price.

a. Purchase Price. The total purchase price for the Property is Five Million Eight Hundred Thousand Dollars (\$5,800,000) (the "Purchase Price").

b. Payment of Purchase Price. The Purchase Price shall be paid as follows:

i. Deposit. Within five (5) Business Days after the Effective Date, Buyer shall deposit in escrow with First American Title Insurance Company with an address of 333 W. Santa Clara St., Suite 220, San Jose, California 95113; Attn: Linda Tugade (email ltugade@firstam.com) ("Escrow Holder"), an initial deposit in the amount of One Hundred Thousand Dollars (\$100,000) (the "Initial Deposit"). All sums constituting the Deposit shall be held in an interest-bearing account as directed by Buyer, and interest accruing thereon shall be held for the account of Buyer. If the sale of the Property as contemplated hereunder is consummated, the Deposit plus interest accrued thereon shall be credited against the Purchase Price. If the sale of the Property is not consummated for any reason then the Deposit plus interest accrued thereon shall immediately be returned to Buyer.

ii. Balance of Purchase Price. At the Closing, the balance of the Purchase Price shall be paid to Seller in cash. Said cash sum shall be reduced by the amount of the Deposit plus accrued interest thereon (which shall be released by Escrow Holder to Seller at Closing) and by any credits due Buyer hereunder.

iii. Independent Consideration. The Deposit being delivered by Buyer includes the amount of One Hundred No/100 Dollars (\$100.00) as independent consideration for Seller's performance under this Agreement ("Independent Consideration"), which shall be retained by Seller in all instances. If the Closing occurs or if this Agreement is terminated for any reason, then Escrow Holder shall first disburse to Seller from the Deposit, the Independent Consideration. The Independent Consideration shall be nonrefundable under all circumstances and shall not be applied to the Purchase Price at Closing. The Independent Consideration, plus Buyer's

agreement to pay the costs provided in this Agreement, has been bargained for as consideration for Seller's execution and delivery of this Agreement and for Buyer's review, inspection and termination rights during the Due Diligence Period (as defined below),) and such consideration is adequate for all purposes under any applicable law or judicial decision.

3. Title to the Property.

a. Title Policy. At the Closing, Seller shall convey to Buyer marketable and insurable fee simple title to the Property, by duly executed and acknowledged grant deed in the form attached hereto as Exhibit B (the "Deed"). Evidence of delivery of marketable and insurable fee simple title shall be the issuance by First American Title Insurance Company (the "Title Company") of an Extended Coverage Owner's Policy of Title Insurance, in the full amount of the Purchase Price, insuring fee simple title to the Property in Buyer, subject only to the following:

- i. the Title Company's standard printed exceptions;
- ii. zoning ordinances and regulations and other laws or regulations governing the Property;
- iii. such other exceptions listed in the Title Report and approved or deemed approved by Buyer pursuant to Section 4(a) below, but excluding the Excluded Exceptions (as defined below);
- iv. matters affecting title created by Buyer;
- v. liens to secure taxes and assessments not yet due and payable; and
- vi. matters that would be revealed by a current survey.

All such exceptions listed in Sections 3(a)(i) through (vi) are defined herein as the "Permitted Exceptions," and the title policy described in this Section 3 is defined herein as the "Title Policy". Notwithstanding the foregoing, (i) deeds of trust and/or mortgages, mechanic's liens or other monetary liens or encumbrances on the Property (collectively, "Liens"), (ii) property taxes and assessments that may become delinquent prior to Closing, and (iii) exceptions or encumbrances to title which are created by Seller after the date of this Agreement (collectively, "Excluded Exceptions") shall not be Permitted Exceptions hereunder, whether Buyer gives written notice of such or not, and shall be paid off, satisfied, discharged, cured and/or removed by Seller at or before Closing, the same being a condition precedent for the benefit of Buyer hereunder. Buyer may elect at Closing to effect cure of any Excluded Exceptions not cured by Seller by payment, from the proceeds otherwise constituting the Purchase Price, of amounts required to satisfy and cure such Excluded Exceptions.

4. Due Diligence Inspection.

a. Title and Survey Review. Buyer's obligation to purchase the Property is conditioned upon Buyer's review and approval, in Buyer's sole discretion, of the condition and title of the Property pursuant to paragraphs (b) through (d) (the "Due Diligence Contingency").

b. Due Diligence Review. Seller shall make available to Buyer at Seller's offices located in Sunnyvale, California within five (5) days of the Effective Date, upon reasonable prior notice and during normal business hours, any and all records and correspondence in Seller's possession or control related to the Property (the "Property Files"). Buyer shall review and approve the Due Diligence Items by delivering to Seller the Approval Notice as described in paragraph (f), below, prior to the expiration of the Due Diligence Period. Buyer acknowledges that the Due Diligence Items and other similar documentation provided by Seller hereunder, if any, were prepared from a variety of sources and Seller is providing such documentation solely as an accommodation and Seller is not making any representations, warranties or guarantees regarding the contents thereof, including, but not limited to, the accuracy or completeness of the information contained therein except as expressly set forth in this Agreement. Therefore, Buyer is not permitted to rely on the Due Diligence Items or any similar documentation provided by Seller hereunder, if any, and/or information contained therein except as expressly set forth in this Agreement. Buyer covenants, represents and warrants to Seller that Seller shall have no liability to Buyer or any of Buyer's officers, directors, shareholders, partners, members, affiliates, agents, employees and/or representatives in any manner arising from the use or reliance on the Due Diligence Items by Buyer or any of Buyer's officers, directors, shareholders, partners, members, affiliates, agents, employees and/or representatives. In addition to the delivery to make available Buyer of the Due Diligence Items, Seller agrees to make available to Buyer for review (and photocopying at Buyer's cost) at the Property or such other location as reasonably designated by Seller, upon not less than twenty-four hours prior written notice from Buyer to Seller, all other documents in Seller's files pertaining to the Property (but excluding any marketing studies, financing documents, Seller's internal memoranda, attorney-client privileged documents, any proposals, letters of intent, draft purchase and sale agreements and the like prepared by or for other prospective purchasers of the Property or any portion thereof, any document that would disclose Seller's cost of acquisition of the Property, information relating to the Seller itself including, without limitation, Seller's organizational documents, correspondence or emails between Seller and its attorney concerning this Agreement or the sale of the Property or any other confidential or proprietary information). Subject to Buyer's rights set forth in this Section, Buyer understands that Seller may not be providing Buyer with access to all information in Seller's possession or control related to the Property, but Seller shall disclose and deliver to Buyer all material facts and information to the extent required by applicable law.

c. Entry. Prior to close of the Due Diligence Period (as defined below,) Seller shall provide Buyer or Buyer's designee with reasonable access to the

Property in accordance with the terms and conditions of this Section 4(c) in order for Buyer to investigate the Property and the physical conditions thereof, including without limitation such environmental, engineering and economic feasibility inspections and testing as Buyer may elect. Such access, investigation, inspections and tests shall be on the following terms and conditions:

i. Buyer shall pay for all inspections and tests ordered by Buyer.

ii. In connection with any entry by Buyer or its agents, employees or contractors onto the Property, Buyer shall give Seller reasonable advance notice of such entry. Without limiting the foregoing, prior to any entry to perform any on-site testing (including drilling, extracting soil samples and other invasive testing), Buyer shall give Seller written notice thereof, including the identity of the company or persons who will perform such testing and the proposed scope of the testing. Seller or its representative may, at Seller's option, be present to observe any testing or other inspection performed on the Property.

iii. Buyer shall repair any damage to the Property caused by Buyer's entry or testing and restore the Property to its condition prior to such testing, at Buyer's sole cost and expense if this transaction does not close. Until restoration is complete, Buyer will take commercially reasonable steps to cause any conditions on the Property created by Buyer's testing to not create any dangerous conditions on the Property. The foregoing covenant shall survive any termination of this Agreement.

iv. Buyer shall indemnify and hold Seller harmless from and against any costs, damages, liabilities, losses, expenses, liens or claims (including, without limitation, reasonable attorneys' fees) resulting from any entry on the Property by Buyer, its agents, employees or contractors in the course of performing the inspections, tests or inquiries provided for in this Agreement (but not including any claims resulting from the discovery or disclosure of pre-existing physical or environmental conditions or the non-negligent aggravation of pre-existing physical or environmental conditions on, in, under or about the Property). The foregoing indemnity shall survive the termination of this Agreement.

v. As part of Buyer's entry rights pursuant to this Section 4(c), upon satisfaction or waiver of the Due Diligence Contingency, Buyer shall have the right to access the Property at reasonable times for purposes of marketing and showing the Property to prospective tenants, in accordance with the terms and conditions of this Section 4(c).

d. Service Contracts. Copies of all equipment leases, service contracts, maintenance contracts and other contracts and agreements (if any) currently in effect, relating to the ownership, operation and maintenance of the Property and entered into by Seller (collectively, the "Service Contracts") are included in the Due Diligence Items; provided, however, that the term "Service Contracts" shall not include

any existing property management agreement to which Seller is a party or any other agreement between Seller and its affiliates (which excluded agreements shall, as a condition to Buyer's obligation to close, be terminated by Seller at its expense on or prior to the Closing Date). Buyer shall have the right to approve, in its sole discretion and during the Due Diligence Period, the Service Contracts Buyer elects to assume upon Closing. At or prior to expiration of the Due Diligence Period, Buyer shall provide to Seller a schedule setting forth the list of all the Service Contracts that shall be assigned to, and assumed by, Buyer at the Closing, if any (the "Assumed Contracts"), which schedule will be attached to the Assignment of Service Contracts and Intangible Property as **Exhibit C**. Prior to Closing, Seller will terminate, at Seller's cost, for the benefit of Buyer all of the Service Contracts other than the Assumed Contracts, unless extended during the leaseback period as further defined in Section 7. Without limiting the preceding sentence, at Buyer's request at any time after Buyer's satisfaction or waiver of the Due Diligence Contingency, Seller will deliver any required notices terminating such Service Contracts as Buyer may designate, as a courtesy to Buyer and without cost or liability to Seller.

e. Due Diligence Period. Buyer's inspections of the items listed in paragraphs (a) through (d) shall collectively be defined as the "Due Diligence Items". Buyer shall have until November 15, 2019, or as mutually agreed upon by the Parties, to complete its review of the Due Diligence Items (the "Due Diligence Period").

f. Approval Procedure. Buyer shall notify Seller of Buyer's approval of the matters described in paragraphs (b) through (d), herein, by written notice (the "Approval Notice") delivered to Seller and Escrow Holder by the expiration of the Due Diligence Period. The Approval Notice shall contain Buyer's waiver of the matters described in paragraphs (b) through (d), herein, and the conditions set forth therein. Conditional approval shall be deemed disapproval. Except as set forth in the applicable section, Buyer's failure to deliver the Approval Notice to Seller by the expiration of the Due Diligence Period in the manner described in this paragraph (f) shall be deemed Buyer's disapproval thereof and Buyer's election to terminate this Agreement.

5. Conditions to Closing.

a. Buyer's Conditions. In addition to the conditions set forth in Section 4, the following are conditions precedent to Buyer's obligation to purchase the Property:

i. Accuracy of Seller's Representations and Warranties. Subject to Section 7(b), all of Seller's representations and warranties contained in or made pursuant to this Agreement shall be true and correct in all material respects as of the Closing Date.

ii. No Seller Breach. There shall be no breach of Seller's covenants and obligations set forth in this Agreement beyond any applicable notice and cure period.

iii. Seller's Deliveries. Seller shall have delivered the items described in Section 6(d) to Buyer or to Escrow Holder.

iv. Title Insurance. As of the Closing, the Title Company will issue or have irrevocably committed to issue the Title Policy to Buyer, subject only to the Permitted Exceptions.

v. No Change in Condition. On the Closing Date, the Property (including, without limitation, the Improvements) shall be in a state of repair at least as good as the state of repair as of the expiration of the Due Diligence Period, normal wear and tear alone excepted, and there shall be no material change in the physical or environmental condition of the Property as of the expiration of the Due Diligence Period.

The Closing pursuant to this Agreement shall be deemed a waiver by Buyer of all unfulfilled conditions hereunder benefiting Buyer, including the Due Diligence Contingency.

b. Seller's Conditions. In addition to the conditions set forth in Section 4, the following are conditions precedent to Seller's obligation to sell the Property:

i. That all of Buyer's representations and warranties contained in or made pursuant to this Agreement shall be true and correct in all material respects as of the Closing Date, that there shall be no breach of Buyer's covenants and obligations set forth in this Agreement beyond any applicable notice and cure period, and that Buyer shall have delivered the items described in Section 6(d) to Seller or to Escrow Holder. The Closing pursuant to this Agreement shall be deemed a waiver by Seller of all unfulfilled conditions hereunder benefiting Seller.

ii. Terri Moralez, the Seller's Escrow Officer for the Seller's purchase of its new property at 1160 Kern Avenue ("Kern property") in Sunnyvale, CA (Escrow Number: NCS-957735-SC), shall submit sufficient evidence to the Escrow Holder of Seller's ability to fund the purchase of the Kern property (minus the net purchase price of 725 Kifer to be paid by Buyer under the terms of this Agreement and minus the anticipated CDBG loan awarded by Buyer to Seller in the amount of \$900,000.00) and satisfy all conditions to consummate Seller's purchase of the Kern property.

c. Waiver of Conditions. The conditions set forth in Sections 4 and 5(a) are for the exclusive benefit of Buyer and the conditions set forth in Section 5(b) are for the exclusive benefit of Seller. If any of such conditions have not been satisfied or waived within the period provided, subject to Section 7(b), this Agreement may be terminated by the party benefiting from such condition, in which event the Deposit and all interest accrued thereon shall be returned to Buyer, and neither party shall have any further obligation to or rights against the other except as expressly provided in this Agreement. In the event that this Agreement terminates for a reason other than the default of Buyer or Seller under this Agreement, the cancellation charges required to be paid to Escrow Holder and the Title Company shall be borne one-half (½) by Seller and

one-half (½) by Buyer, and all other charges shall be borne by the party incurring same. In the event this Agreement terminates because of the default of Buyer or Seller, the defaulting party shall pay all such cancellation charges.

6. Closing and Escrow.

a. Escrow Instructions. Upon execution of this Agreement, the parties hereto shall deposit an executed counterpart of this Agreement with Escrow Holder and this instrument shall serve as the instructions to Escrow Holder for consummation of the purchase and sale contemplated hereby. Seller and Buyer agree to execute such additional and supplementary escrow instructions as may be appropriate to enable Escrow Holder to comply with the terms of this Agreement; provided, however, that in the event of any conflict between the provisions of this Agreement and any supplementary escrow instructions, the terms of this Agreement shall control.

b. Closing. The Closing of the purchase and sale of the Property pursuant to this Agreement (the "Closing") shall be held and delivery of all items to be made at the Closing under the terms of this Agreement shall be made at the offices of Escrow Holder on November 26, 2019, or as mutually agreed upon by the Parties (the "Closing Date"). Such date may not be extended without the prior written approval of both Seller and Buyer, except as otherwise expressly provided in this Agreement. If the Closing does not occur on or before the Closing Date, Escrow Holder shall, unless it is notified by both parties to the contrary within five (5) days after the Closing Date, return to the depositor thereof items which may have been deposited hereunder (other than the Deposit, which shall be governed by Section 2(b)(i)). Any such return shall not, however, relieve either party hereto of any liability it may have for its wrongful failure to close.

c. Seller's Deliveries. At or before the Closing, Seller shall deliver to Escrow Holder the following:

i. the duly executed and acknowledged Deed conveying to Buyer the Real Property, the Appurtenances and the Improvements;

ii. two (2) duly executed and acknowledged counterparts, if applicable, of the Assignment of Service Contracts and Intangible Property in the form attached hereto as Exhibit C;

iii. an affidavit pursuant to Section 1445(b)(2) of the Federal Code, and on which Buyer is entitled to rely, that Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Federal Code;

iv. a properly executed California Franchise Tax Board Form 593-C certifying that Seller has a permanent place of business in California or is qualified to do business in California;

v. a closing statement prepared by Escrow Holder and approved in writing by Seller;

vi. such resolutions, authorizations, bylaws or other corporate and/or partnership documents or agreements relating to Seller as shall be reasonably required in connection with this transaction;

vii. a certificate of Seller, duly executed by Seller, confirming that all of the representations and warranties of Seller contained in Section 7(a) hereof are true and correct in all material respects as of the Closing Date, subject to modification for matters disclosed pursuant to Section 7(b) hereof;

viii. originals or copies of any Assumed Contracts; and\

ix. final proof of satisfaction or forgiveness of the Community Development Block Grant ("CDBG") loan agreement between the Parties dated April 15, 2003, as amended throughout the years; and

x. any other documents, instruments or records which are reasonably required by Escrow Holder to close the escrow and consummate the purchase of the Property in accordance with the terms hereof.

d. Buyer's Deliveries. At or before the Closing, Buyer shall deliver to Escrow Holder the following:

i. Cash or other immediately available funds for the remaining balance of the Purchase Price (minus the Deposit);

ii. two (2) duly executed and acknowledged counterparts of any applicable Assignment of Service Contracts and Intangible Property in the form attached hereto as Exhibit C;

iii. such resolutions, authorizations, bylaws or other corporate and/or partnership documents or agreements relating to Buyer as shall be reasonably required in connection with this transaction;

iv. a closing statement prepared by Escrow Holder and approved in writing by Buyer; and

v. any other documents, instruments or records which are reasonably required by Escrow Holder to close the escrow and consummate the purchase of the Property in accordance with the terms hereof.

e. Escrow Holder Duties. At or before Closing, Escrow Holder shall deliver to Buyer the amount of \$934,958.33, which constitutes the 16.12% owed to the Buyer by Seller to satisfy the Reversion of Assets (as that term is defined within the CDBG Agreement and HUD Regulations) requirement pursuant to the CDBG

Agreement referenced in Section 6(c)(ix) above. Payment to be wired to the Buyer with a memo referencing the loan number: SVCMSVCS

f. Prorations.

i. General Prorations. Real property taxes and assessments, utility charges, amounts payable under any Assumed Contracts and other expenses normal to the operation and maintenance of the Property, shall be prorated as of 12:01 a.m. on the Closing Date on the basis of a 365-day year. Buyer and Seller hereby agree that if any of the aforesaid prorations described in this Section 6(f)(i) cannot be calculated accurately on the Closing Date, then the same shall be calculated within sixty (60) days after the end of the calendar year in which the Closing occurs, and either party owing the other party a sum of money based on such subsequent proration(s) shall promptly pay said sum to the other party.

ii. Tax Refunds. If any reduction in real estate taxes or assessments affecting the Property shall be granted for the tax year in which the Closing occurs, Seller shall be entitled to receive its pro rata share of such reduction that accrued prior to the Closing Date, in the form of a refund from the taxing authority or payment from Buyer upon Buyer's receipt of a refund or credit against current taxes or assessments which is attributable to any such reduction.

The provisions of this Section 6(f) shall survive Closing.

g. Closing Costs and Adjustments. Seller shall pay the cost of any documentary stamp taxes, transfer taxes or similar taxes applicable to the sale of the Property. Seller shall pay the premium for Standard Title Policy the portion of the Title Policy attributable to ALTA extended, and Buyer shall pay the cost of any endorsements, if any, to the Title Policy requested by Buyer. Recording fees and all other costs and charges of the escrow for the sale shall be paid by the Seller.

h. Utilities. Seller shall cooperate with Buyer to transfer all utilities for the Property to Buyer's name as of the end of the leaseback period as defined in Section 7. Seller shall be entitled to recover any and all deposits with respect to the Property held by any utility company as of the end of the leaseback period. To the extent Buyer fails to provide replacement deposits to any utility company such that Seller has not recovered its deposit, or if any such deposits are assignable and Seller elects to assign them to Buyer, the amount of such deposits shall be credited to Seller at Closing and the Purchase Price shall be adjusted accordingly. If Seller later receives any utility deposit that was credited to Seller at Closing, Seller shall deliver such deposit to Buyer.

i. Possession. Possession of the Property shall be delivered to Buyer after a leaseback period as further defined in Section 7, below.

7. Leaseback Period. Upon Closing, Seller shall be entitled to lease the property for one (1) year commencing upon the Closing (the "Original Term"). Seller

shall further have the option to renew the lease, with thirty (30) days advance notice to the Buyer, on a month-to month basis for an additional six (6) months (the "Optional Term"). The Original Term and the Optional Term shall not exceed a maximum of eighteen (18) months. However, Seller may terminate the lease period after nine (9) months from the Closing upon thirty (30) days written notice to Buyer. The terms of the leaseback period shall be more fully set forth in substantial form in **Exhibit D**, and shall include the following terms:

- (a) The Original Term shall commence on the Closing Date.
- (b) The Seller shall be responsible for all maintenance and repair for the Property including structural issues, during the Original Term and Optional Term.
- (c) Seller shall be responsible for all utilities and service contracts.
- (d) Seller shall be responsible for all possessory interest taxes.
- (e) Seller shall indemnify the Buyer for all activities on the Property during the Original Term and Optional Term and shall maintain acceptable insurance and name the Buyer as an additional insured.

8. Representations and Warranties.

a. Seller's Representations and Warranties. Seller hereby represents and warrants to Buyer that as of the date of this Agreement and, subject to Section 7(b) below, as of Closing:

- i. No other person or entity has a contract or option to purchase, letter of intent, right of first refusal or first offer, or similar rights with respect to the Property that is now outstanding.
- ii. Seller now has or will obtain (at its cost) the right to consolidate and transfer fee simple ownership to the Property to Buyer prior to expiration of the Due Diligence Period.
- iii. Seller has received no written notice from any governmental authority with jurisdiction over the Property of any current violation by the Property of any laws or regulations applicable to the Property, and the Property is in compliance with any past notices of violations. Seller shall promptly provide Buyer with a copy of any such notices received after the Effective Date.
- iv. There are no leases currently in effect with respect to the Property and there are no parties in possession of the Property, or any part thereof.
- v. There are no contracts or agreements relating to the ownership, operation and maintenance of the Property that will survive the Closing,

other than the Service Contracts. To Seller's knowledge, there are no defaults under or with respect to the Service Contracts.

vi. There is no litigation pending or threatened in writing against Seller with respect to the Property or Seller's ownership or operation of the Property.

vii. No condemnation or eminent domain proceedings are pending or threatened against the Property.

viii. Seller has provided to Buyer full and accurate copies of all material documents with respect to the Property that are in the possession of Seller, including the Due Diligence Items (including any Service Contracts and any and all information related to Hazardous Materials (as defined below) at the Property in Seller's or its authorized agents' or representatives' possession or of which Seller or its authorized agents or representatives are aware). The Due Diligence Items delivered to Buyer are true and complete copies of the same documents (originals or copies) that are in Seller's possession and used in connection with the operation and management of the Property. None of the Due Diligence Items provided to Buyer has been amended, modified or terminated except as disclosed in writing to Buyer.

ix. Seller has received no notice of any violation of Environmental Laws or the presence or release of Hazardous Materials (as defined below) on or from the Property in violation of Environmental Laws (as defined below) except as may be disclosed in any environmental reports or assessments included in the Due Diligence Items. The term "Environmental Laws" means the Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act and other federal laws governing the environment as in effect on the date of this Agreement, together with their implementing regulations, guidelines, rules or orders as of the date of this Agreement, and all state, regional, county, municipal and other local laws, regulations, ordinances, rules or orders that are equivalent or similar to the federal laws recited above or that purport to regulate Hazardous Materials.

x. Seller has not entered into any contracts for the sale, exchange or other disposition of the Property, or any portion thereof, which are still in force and effect, nor has Seller granted any rights of first refusal or first offer, options or other rights of any Person to purchase all or any portion of the Property (other than Buyer's rights under this Agreement).

xi. This Agreement and all documents executed by Seller which are to be delivered to Buyer at the Closing are or at the time of Closing will be duly authorized, executed, and delivered by Seller, and are or at the time of Closing will be legal, valid, and binding obligations of Seller.

xii. Seller is duly organized, validly existing and in good standing under the laws of the State of California with full power to enter into this Agreement, and Seller is duly qualified to transact business in California. This Agreement and all other

documents executed by Seller and delivered to Buyer prior to or at the Closing (i) have been, or will be when delivered, duly authorized, executed and delivered by Seller; (ii) are binding obligations of Seller; (iii) do not violate the provisions of any agreement to which Seller is party or which affects the Property; subject, however, to applicable bankruptcy, insolvency and other similar laws affecting the enforcement of creditors' rights generally, and to principles of equitable remedies.

xiii. Seller (a) is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Department of the Treasury as a terrorist, "Specially Designated and Blocked Persons", or other banned or blocked person, group, entity, nation or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Asset Control ("OFAC") of the United States Department of the Treasury; and (b) is not engaged, directly or indirectly, in any dealings or transactions and is not otherwise associated with such person, group, entity or nation.

xiv. There are no attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings pending or, to Seller's actual knowledge, threatened against Seller.

b. Notice of Breaches of Representations and Warranties.

i. Seller shall promptly notify Buyer in writing of any changed condition, receipt of notice or documentation, or acquired knowledge, that would alter any representation or warranty of Seller contained herein of which Seller becomes aware (any such changed condition, received notice or documentation or acquired knowledge being defined as a "Changed Condition"). Within five (5) Business Days after notification in writing by Seller to Buyer of any such Changed Condition, Seller, at Seller's own option and expense, may elect by written notice to Buyer to remedy the Changed Condition such that Seller's representations are accurate, and the Closing Date may be extended for up to ten (10) days after the scheduled Closing Date in order for Seller to effectuate such remedy. If Seller does not elect to effectuate such remedy so as to cause Seller's representations to be accurate, or if Seller so elects but then fails to complete such remedy within such ten (10) day period, then Buyer may elect, by written notice to Seller given at any time thereafter, to terminate this Agreement, in which event (1) neither Buyer nor Seller shall have any further obligation under this Agreement, except for the obligations which expressly survive the termination of this Agreement, and (2) the Deposit shall be returned to Buyer. If, notwithstanding Seller's election not to effectuate such remedy, Buyer elects to consummate the purchase of the Property, Seller shall not be liable to Buyer as a result of any inaccuracy in any representation or warranty of Seller contained herein that results from such Changed Condition.

ii. Buyer shall promptly notify Seller in writing of any material inaccuracy in any representation or warranty of Seller contained herein of which Buyer becomes aware prior to the Close of Escrow ("Known Misrepresentation"). Within five

(5) Business Days after notification in writing by Buyer to Seller of any Known Misrepresentation, Seller shall cure or remedy the underlying condition giving rise to such Known Misrepresentation, if such Known Misrepresentation is susceptible of cure, and the Closing Date shall be extended for up to ten (10) days after the scheduled Closing Date in order for Seller to effectuate such cure or remedy. If Seller is unable, despite Seller's commercially reasonable efforts, to so cure or remedy the underlying condition giving rise to such Known Misrepresentation such that Seller's representations are accurate within such ten (10) day period, then Buyer may elect, by written notice to Seller given at any time thereafter, to terminate this Agreement, in which event (1) neither Buyer nor Seller shall have any further obligation under this Agreement, except for the obligations which expressly survive the termination of this Agreement, and (2) the Deposit shall be returned to Buyer. Subject to the last sentence of this Section 88(b), if, notwithstanding Seller's failure to cure or remedy any Known Misrepresentation or Changed Condition, Buyer elects to consummate the purchase of the Property, Seller shall not be liable to Buyer as a result of the resulting breach of Seller's representations and warranties except to the extent arising from Seller's fraud. In addition, if Buyer has actual knowledge of a breach of a representation or warranty prior to the Closing, and fails to notify Seller of any material inaccuracy in any representation or warranty of Seller contained herein prior to Closing, Seller shall not be liable to Buyer for loss or damages resulting from such inaccuracy except to the extent arising from Seller's fraud. Notwithstanding the foregoing, if a Known Misrepresentation was intentionally made by Seller, Seller shall in breach of a material obligation under this Agreement and Buyer shall have the remedies set forth in Section 12.

c. Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller that as of the Effective Date and as of the Close of Escrow:

i. Buyer is duly organized and validly existing under the laws of the State of California and is qualified to do business and in good standing under the laws of the State of California; this Agreement and all documents executed by Buyer which are to be delivered to Seller at the Closing are or at the time of Closing will be duly authorized, executed, and delivered by Buyer, and are or at the Closing will be legal, valid, and binding obligations of Buyer, and do not and at the time of Closing will not violate any provisions of any agreement or judicial order to which Buyer is a party or to which it is subject. On October 8, 2019, in Report to Council No. 19-0881 the City Council for the City of Sunnyvale approved the purchase of the Real Property and authorized the Sunnyvale City Manager to execute this Agreement, receive a grant deed for the Property, and take further action as necessary to consummate the transfer of the Property pursuant to this Agreement.

ii. Buyer (a) is not acting for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Department of the Treasury as a terrorist, "Specially Designated and Blocked Persons", or other banned or blocked person, group, entity, nation or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by OFAC; and (b) is not engaged in any

dealings or transactions and is not otherwise associated with such person, group, entity or nation.

d. Continuation and Survival. All representations and warranties by the respective parties contained herein or made in writing pursuant to this Agreement shall survive the execution and delivery of this Agreement and the delivery of the deed and transfer of title, provided that the non-representing party must give the representing party written notice of any claim it may have against the representing party for a breach of any such representation or warranty within eighteen (18) months after the Closing Date or the expiration of the lease described in Section 7, whichever is shorter (the "Survival Period"). Any claim which either party may have at any time, whether known or unknown, which is not asserted within the Survival Period shall not be valid or effective, and the representing party shall have no liability with respect thereto.

9. Seller's Covenants. Between the Effective Date and the Closing:

a. Continuing Operations. Seller shall continue to maintain and operate the Property in good condition and repair and otherwise in the same manner as before the making of this Agreement. Between the Effective Date and the Closing, Seller will advise Buyer of any written notice Seller receives after the Effective Date from any governmental authority regarding the violation of any laws regulating the condition or use of the Property.

b. No Lease(s). Seller shall not enter into any leases, licenses or other similar occupancy agreements (collectively, "Leases") with respect to the leasing or occupancy of the Property or any portion thereof in each case without the prior written consent of Buyer, which Buyer may grant or withhold in its sole discretion. Buyer shall respond to any request for approval within five (5) Business Days after receipt of Seller's request.

c. No New Contracts. Seller shall not enter into any new Service Contracts or modify or terminate any Service Contracts or other similar arrangements pertaining to the Property that would be binding on Buyer or Property after Closing or waive any rights of Seller thereunder, without in each case obtaining the prior written consent of Buyer, which Buyer may grant or withhold in its sole discretion. Buyer shall respond to any request for approval within five (5) Business Days after receipt of Seller's request. Seller shall furnish Buyer with a copy of the proposed agreement, which shall contain such information reasonably necessary to enable Buyer to make informed decisions with respect to the advisability of the proposed transaction.

d. Insurance. Seller shall maintain all insurance currently in force with respect to the Property.

e. No Transfer or Encumbrance. Seller shall not sell, mortgage, pledge, hypothecate, subdivide, or otherwise transfer or dispose of or encumber the Property or any interest therein or part thereof, nor shall Seller initiate, consent to, approve or otherwise take any action with respect to zoning or any other governmental

rules or regulations applicable to the Property. Seller will not make any alterations to the physical condition of Property unless required to prevent imminent damage to the Property.

10. Buyer's Review and Seller's Disclaimer.

a. Buyer's Opportunity for Review. Prior to the expiration of the Due Diligence Period, Buyer will be given full opportunity to make a complete review and inspection of the Property, including, without limitation, all of the Due Diligence Items and any and all other matters and information provided by Seller or obtained or obtainable by Buyer (regardless of whether Buyer in fact obtains and/or reviews such information) relating to the physical, legal, economic and environmental condition of the Property, including, without limitation, a review of the results of any economic reviews and analyses of the Property and inspections of the structural condition (including seismic, electrical, life-safety, HVAC and other building system and engineering characteristics) of any Improvements that Buyer desires to conduct, any leases and contracts affecting the Property, books and records maintained by Seller or its agents relating to the Property that are in the Due Diligence Items, compliance with health, safety, land use and zoning laws, regulations and orders (including analysis of any applicable records of the planning, building, public works or other governmental or quasi-governmental entity having or asserting authority over the Property), traffic patterns, and any other information pertaining to the Property that is in the Due Diligence Items, or otherwise obtained by Buyer. In addition, during the Due Diligence Period, Buyer will be permitted to make a complete review and inspection of the environmental condition (including the soil condition, and the existence of asbestos, PCBs, hazardous waste and other toxic substances) of the Property.

b. Seller Disclosures and Buyer Acknowledgement. Buyer acknowledges the following:

i. Other than those specifically set forth in this Agreement and any documents entered into pursuant to this Agreement, Seller is not making and has not at any time made any warranty or representation of any kind, expressed or implied, with respect to the Property, including, without limitation, warranties or representations as to habitability, merchantability, fitness for a particular purpose, title (and Seller shall not have any liability to Buyer based upon any defect in the title acquired by Buyer), existing leases or tenants thereunder, zoning, tax consequences, latent or patent physical or environmental condition, utilities, operating history or projections, valuation, projections, compliance with law, or the truth, accuracy or completeness of the Due Diligence Items or Property Files.

ii. Other than those specifically set forth in this Agreement, Buyer is not relying upon and is not entitled to rely upon any representations and warranties made by Seller or anyone acting or claiming to act on Seller's behalf.

iii. The Due Diligence Items, Property Files and other information obtained from Seller may include reports, projections and data prepared for Seller by third parties on which Buyer has no right to rely, Buyer has conducted (or will conduct) an independent evaluation of the matters addressed in such reports, and Seller have made no representation whatsoever as to the accuracy, completeness or adequacy of any such reports except as expressly set forth in this Agreement.

iv. Seller has made certain additional disclosures with respect to the Property, as shown on **Exhibit E** attached hereto. Buyer acknowledges and agrees that it has made its own assessment with respect to the matters so disclosed in deciding to purchase the Property pursuant hereto, and Seller is not making and has not made any warranty or representation of any kind, expressed or implied, including, without limitation, as to the truth, accuracy or completeness of the disclosures in **Exhibit E** and/or the Due Diligence Items related to such matters.

c. **Excluded Claims.** Notwithstanding anything to the contrary herein, the waivers, releases and other provisions limiting Seller's liability shall be inapplicable to claims by Buyer arising out of: (a) breach of Seller's express representations and warranties hereunder; (b) Seller's fraud or intentional tortious wrongdoing; or (c) the right of Buyer to name Seller or another releasee as a defendant in any third party tort claim filed against Buyer or its agents, affiliates, successors or assigns, to the extent such claim arose as a result of an injury to person or damage to property that occurred during Seller's period of ownership of the Property and was not caused by Buyer. The terms of Sections 10(a), 10(b) and 10(c) shall survive the Closing and not be merged therein.

11. **Loss by Fire or Other Casualty; Condemnation.**

a. **Casualty.** Prior to the Closing, the entire risk of loss or damage to the Property by fire, earthquake, flood, windstorm or other casualty shall be borne by Seller, except as otherwise provided in this Section 10(a). If, prior to the Closing, any part of the Property is damaged or destroyed by fire or other casualty, Seller shall immediately notify Buyer of such fact. If such damage or destruction is Material Damage (defined below), Buyer shall have the option to terminate this Agreement upon notice to Seller given not later than ten (10) Business Days after receipt of Seller's notice of such Material Damage. For purposes hereof, "Material Damage" shall be deemed to be any damage or destruction to the Property where the cost of repair or replacement is estimated by Seller to be One Hundred Thousand Dollars (\$100,000) or more, or shall take more than sixty (60) days to repair, in Buyer's good faith judgment, or whether such damage or destruction is covered by insurance or not. Seller shall promptly provide Buyer with all information and documentation in Seller's possession or reasonably available to Seller relating to such damage or destruction, and any available insurance coverage, so that Buyer can make an informed decision as to whether or not it will proceed with the transaction or terminate the Agreement. If this Agreement is terminated pursuant to this Section 10(a), the provisions of Section 5(c) shall apply. If this Agreement is not terminated pursuant to this Section 10(a) or if the damage is not

Material Damage, then Seller shall assign and turn over to Buyer all insurance proceeds payable to Seller with respect to such damage or destruction, provided Seller shall not be obligated to assign and turn over to Buyer any proceeds that exceed the cost to repair such loss or damage, and the parties shall proceed to the Closing pursuant to the terms hereof without modification of the terms of this Agreement and without any reduction in the Purchase Price. If this Agreement is not terminated pursuant to this Section 10(a), Buyer shall have the right to participate in any adjustment of the insurance claim, and Seller shall not adjust or settle any such claim without Buyer's prior written approval.

b. Condemnation. If, prior to the Closing, any portion of the Property is taken, or if the access thereto is restricted, by any applicable governmental authority under power of eminent domain or otherwise (each, a "Taking"), or if the Property becomes subject to a pending, threatened or contemplated Taking which has not been consummated, Seller shall immediately notify Buyer of such fact. In the event of any Taking or pending, threatened or contemplated Taking which in Buyer's good faith judgment would materially and adversely affect the value of the Property, or Buyer's ability to operate the Property (including any material impact on access rights), then Buyer shall have the option, in its sole and absolute discretion, to terminate this Agreement upon written notice to Seller given not later than five (5) Business Days after receipt of Seller's notice. If this Agreement is so terminated, the provisions of Section 5(c) shall apply. If Buyer does not timely exercise its option to terminate this Agreement, upon the Close of Escrow, Seller shall assign and turn over, and Buyer shall be entitled to receive and keep, all awards for any such Taking and the parties shall proceed to the Close of Escrow pursuant to terms hereof, without modification of the terms of this Agreement and without any reduction in the Purchase Price. Unless or until this Agreement is terminated, Seller shall take no action with respect to the settlement of any such Taking proceeding without the prior written approval of Buyer.

12. Default.

a. LIQUIDATED DAMAGES - DEPOSIT. IN THE EVENT BUYER DEFAULTS IN THE PERFORMANCE OF ANY OBLIGATION HEREUNDER, INCLUDING, BUT NOT LIMITED TO, FAILING TO PROCEED WITH THE CLOSING AND THE CONSUMMATION OF THE TRANSACTION HEREIN AS AND WHEN REQUIRED BY THE TERMS OF THIS AGREEMENT, BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES WHICH SELLER MAY SUFFER. THEREFORE BUYER AND SELLER DO HEREBY AGREE THAT A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT SELLER WOULD SUFFER IN THE EVENT THAT BUYER BREACHES THIS AGREEMENT IS AND SHALL BE, AN AMOUNT EQUAL TO THE DEPOSIT (WHICH INCLUDES ANY ACCRUED INTEREST THEREON). SELLER'S RETENTION OF THE DEPOSIT AS LIQUIDATED DAMAGES SHALL BE SELLER'S SOLE REMEDY FOR BUYER'S FAILURE TO CONSUMMATE THE CLOSING AND THIS AGREEMENT, WITHOUT FURTHER ACTION OF THE PARTIES, SHALL BECOME NULL AND VOID AND NEITHER PARTY SHALL HAVE ANY FURTHER

LIABILITIES OR OBLIGATIONS UNDER THIS AGREEMENT EXCEPT FOR THOSE LIABILITIES OR OBLIGATIONS WHICH EXPRESSLY SURVIVE TERMINATION OF THIS AGREEMENT AND ATTORNEY' S FEES AS REFERENCED IN SECTION 12. THE PARTIES ACKNOWLEDGE THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. THE PARTIES HAVE SET FORTH THEIR INITIALS BELOW TO INDICATE THEIR AGREEMENT WITH THE LIQUIDATED DAMAGES PROVISION CONTAINED IN THIS SECTION.

Seller's Initials \_\_\_\_\_

Buyer's Initials \_\_\_\_\_

b. Buyer's Pre-Closing Remedies. In the event Seller fails to perform any act required to be performed by Seller pursuant to this Agreement on or before the Closing, then Buyer shall execute and deliver to Seller and Escrow Holder written notice of such breach, which notice shall set forth information about the nature of the breach. Seller shall have a period of five (5) business days to cure such breach; provided, however, if said breach of such a nature that it reasonably takes longer than five (5) business days to cure, Seller shall have such additional time as is reasonably necessary to cure such breach (not to exceed ten (10) business days) and, in either event, the Closing Date shall be extended as necessary to provide for said cure period. If such breach remains uncured beyond the period described above and Buyer is not then in breach of or default under this Agreement, then Buyer' s sole and exclusive remedy shall be to either: (i) waive such breach and proceed with the Closing in which event Seller shall have no liability with respect to such matter; (ii) terminate this Agreement and receive a refund of the Deposit; (iii) provided such action is filed within thirty (30) days of the date of the alleged breach, seek specific performance of this Agreement wherein Buyer shall only be entitled to purchase the Property for the Purchase Price and shall not be entitled to any monetary damages, whether characterized as consequential, actual, delay, compensatory, punitive or otherwise, Buyer specifically waiving such rights to the fullest extent permitted by applicable law; or (iv) if Seller (a) transfers any ownership or possessory interest of the Property in violation of this Agreement prior to the earlier of the Closing or termination of this Agreement, or (b) willfully and intentionally refuses to close Escrow under this Agreement as and when required to proceeding with the Closing, Buyer may pursue its actual damages in connection with such violation. Notwithstanding anything contained herein to the contrary, under no circumstances shall Buyer be entitled to consequential, punitive, special or exemplary damages for a breach by Seller occurring prior to the Closing, Buyer specifically waiving such rights to the fullest extent permitted by applicable law.

c. Remedies After Closing. If the Closing has occurred, Buyer shall not be entitled to bring a claim against Seller unless Buyer establishes that Seller shall

have materially breached a representation or warranty contained in Section 8 or covenant that has expressly survived the Closing and has not terminated or expired, in which case Buyer may seek damages by reason thereof subject to the limitations set forth in Section 9.

d. Limitation of Seller's Liability. Notwithstanding anything to the contrary contained in this Agreement, the maximum aggregate liability of Seller, and the maximum aggregate amount which may be awarded to and collected by Buyer, including, but not limited to, for any breach of any representation, warranty and/or covenant by Seller under this Agreement or any documents executed pursuant hereto or in connection herewith, shall be limited to Buyer's actual, verifiable damages (and specifically excluding consequential, punitive, special and exemplary damages) subject to the following provisions of this Section. No claim for a breach of any Seller representation or warranty, or the failure or default of a covenant or agreement of Seller whether or not such covenant or agreement survives Closing, shall be actionable or payable unless (a) the breach in question results from, or is based on, a condition, state of facts or other matter which was not actually disclosed to, or actually known by Buyer, and of which Buyer did not have Constructive Knowledge, prior to Closing, (b) the valid claims for all such breaches collectively aggregate more than Twenty Five Thousand Dollars (\$25,000.00) ( "Floor Amount" ), in which event only the amount of such claims in excess thereof shall be actionable, and (c) written notice containing a description of the specific nature of such breach shall have been delivered by Buyer to Seller prior to the expiration of the nine (9) month survival period, and an action with respect to such breach(es) shall have been commenced by Buyer against Seller within such nine (9) month period after Closing. The maximum amount that Buyer shall be entitled to collect from Seller in connection with all suits, litigation or administrative proceedings resulting from all breaches by Seller of any representation or warranty of Seller or any covenants or agreements of Seller, inclusive of any recovery of attorneys' fees pursuant to Section 14(g), shall in no event exceed five percent (5%) of the Purchase Price; provided, however the foregoing maximum amount that Buyer shall be entitled to collect from Seller in connection with either (i) fraud or willful misrepresentation, or (ii) Seller's pursuit of a claim under Section 10, shall be Two Million Dollars (\$2,000,000.00). Notwithstanding anything to the contrary contained herein, if Buyer is notified in any Due Diligence Item, or in writing by Seller, or otherwise obtains actual knowledge or Constructive Knowledge, that any representation or warranty of Seller is not true or correct as of the Agreement Date, or that such representation or warranty is not true or correct on or before the Closing, or is notified in any Due Diligence Item, or in writing by Seller, or otherwise obtains actual knowledge or Constructive Knowledge that Seller has failed to perform any covenant and agreement herein contained, and Buyer shall nevertheless acquire the Property notwithstanding such fact, Buyer shall not be entitled to commence any action after Closing to recover damages from Seller due to such representation or warranty failing to be true or correct (and Buyer shall not be entitled to rely on such representation or warranty) or such covenant(s) and agreement(s) having failed to be performed by Seller.

e. Buyer's Release. Except for any breach of Seller of any of its obligations hereunder that survive the Closing, and except for claims related to a breach of any representations and warranties of Seller set forth in this Agreement to the extent such have survived the Closing and are not otherwise waived by Buyer pursuant to the terms of this Agreement, effective as of and conditioned upon the Closing, Buyer hereby waives its right to recover from and fully and irrevocably releases Seller, and, at each level, its partners, members, employees, officers, directors, shareholders, representatives, agents, servants, attorneys, affiliates, parent, subsidiaries, successors and assigns ( "Seller' s Parties" ) from any and all claims, responsibility and/or liability that it may now have or hereafter acquire against any of the Seller' s Parties for any costs, loss, liability, damage, expenses, demand, action or cause of action arising from or related to (i) the condition, including any construction defects, errors, omissions or other conditions, latent or otherwise; (ii) and the presence in the soil, air, structures and surface and subsurface waters of materials or substances that have been or may in the future be determined to be Hazardous Substances (as defined below) or otherwise toxic, hazardous, undesirable or subject to regulation and that may need to be specially treated, handled and/or removed from the Property under current or future federal, state and local laws regulations or guidelines), valuation, salability or utility of the Property, or its suitability for any purpose whatsoever, (ii) any and all objections to or complaints regarding the Property and its condition, including, but not limited to, federal, state or common law based actions and any private right of action under state and federal law to which the Property is or may be subject, including, but not limited to, any Environmental Law, and Buyer agrees that it shall not (a) implead the Seller; (b) bring a contribution action or similar action against Seller, or (c) attempt in any way to hold Seller responsible with respect to any such matter; (iii) any information furnished by the Seller ' s Parties under or in connection with this Agreement; (iv) any and all statements or opinions heretofore or hereafter made, or information furnished, by the Seller' s Parties to Buyer or any representative of Buyer; (v) any and all tort claims made or brought with respect to the Property or the use or operation thereof; and (vi) any implied or statutory warranties or guaranties of fitness, merchantability or any other statutory or implied warranty or guaranty of any kind or nature regarding or relating to any portion of the Property. This release includes claims of which Buyer is presently unaware or which Buyer does not presently suspect to exist which, if known by Buyer, would materially affect Buyer's release to Seller. In this connection and to the extent permitted by law, Buyer hereby agrees, represents and warrants that Buyer realizes and acknowledges that factual matters now unknown to it may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, actions, costs, losses and expenses and other liabilities which are presently unknown, unanticipated and unsuspected, and Buyer further agrees, represents and warrants that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that Buyer nevertheless hereby intends to release, discharge and acquit Seller and the Seller Related Parties from any such unknown causes of action, claims, demands, debts, controversies, damages, actions, costs, losses and expenses and other liabilities which might in any way be included as a material portion of the consideration given to Seller by Buyer in exchange for Seller' s performance hereunder. Seller has given

Buyer material concessions regarding this transaction in exchange for Buyer agreeing to the provisions of this Section. Buyer hereby specifically acknowledges that Buyer has carefully reviewed this Section, and discussed its import with legal counsel, is fully aware of its consequences, and that the provisions of this Section are a material part of the Agreement and are accepted by Buyer; provided, however that failure of Buyer to initial this Section below shall not invalidate this Section nor any other provision of this Agreement. IN FURTHERANCE OF THIS INTENTION, BUYER HEREBY EXPRESSLY WAIVES ANY AND ALL RIGHTS AND BENEFITS CONFERRED UPON IT BY THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

**BUYER ACKNOWLEDGES THAT THE FOREGOING ACKNOWLEDGMENTS, AGREEMENTS, RELEASES AND WAIVERS, INCLUDING, WITHOUT LIMITATION, THE WAIVER OF THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 WERE EXPRESSLY BARGAINED FOR.**

Buyer's Initials \_\_\_\_\_

13. Property "AS IS". Except FOR SELLER'S REPRESENTATIONS AND WARRANTIES SET FORTH IN PARAGRAPH 8, Buyer acknowledges and agrees that Seller has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to (i) value; (ii) the income to be derived from the property; (iii) the suitability of the property for any and all activities and uses which buyer may conduct thereon, including, without limitation, the possibilities for future development of the property; (iv) the nature, quality or condition of the Property, construction, reconstruction, construction materials, construction methods and deck construction including, without limitation, the water, soil, and geology; (v) the compliance of or by the Property or its operation with any laws, rules ordinances, or regulations or any applicable governmental authority or body; (vi) compliance with any environmental protection, pollution or land use laws, rules, regulations, orders or requirements; (vii) the presence or absence of hazardous materials at, on, under or contiguous or adjacent to the Property; or (viii) any other matter. Seller is not liable or bound in any manner by any oral or written statements, representations or information

pertaining to the property, or the operation thereof, furnished by any real estate broker, agent, employee, servant or other person. Buyer further acknowledges and agrees that to the maximum extent permitted by law, the sale of the property as provided for herein is made on an "AS IS" condition and basis with all faults, and that Seller has no obligations to make repairs, replacements or improvements to the Property. The warranties and representations set forth in Section 7 herein shall survive the Closing Date for a period of NINE (9) MONTHS and unless action is commenced thereon for a breach of such warranty or representation within NINE (9) MONTHS after the Closing Date any and all liability of Seller with respect to a breach of such warranty or representation shall terminate.

14. Miscellaneous.

a. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and (i) personally delivered, (ii) sent by United States registered or certified mail, postage prepaid, return receipt requested, (iii) sent by Federal Express or similar nationally recognized overnight courier service, or (iv) transmitted by electronic mail. Such notice shall be deemed to have been given upon the date of actual receipt or delivery (or refusal to accept delivery), as evidenced by the notifying party's receipt of written or electronic confirmation of such delivery or refusal, if received by the party to be notified between the hours of 8:00 A.M. and 6:00 P.M. Pacific Time on any Business Day, with delivery made after such hours to be deemed received the following Business Day. In addition, within two (2) days of delivery of any notice given by Seller to Buyer under this Agreement which is transmitted through electronic mail, a copy of such notice shall also be sent to Buyer, in duplicate, by either of the methods provided in this Section. For purposes of notice, the addresses of the parties shall be as follows, provided that, any party, by written notice to the other in the manner herein provided, may designate an address different from that set forth below.

If to Buyer: City of Sunnyvale  
456 West Olive Avenue  
P.O. Box 3707  
Sunnyvale, CA 94088-3707  
Attention: City Property Administrator  
Email: [snafie@sunnyvale.ca.gov](mailto:snafie@sunnyvale.ca.gov)

with a copy to:

City of Sunnyvale  
456 West Olive Avenue  
P.O. Box 3707  
Sunnyvale, CA 94088-3707  
Attention: Office of the City Attorney  
Email: [cityatty@sunnyvale.ca.gov](mailto:cityatty@sunnyvale.ca.gov)

If to Seller: Sunnyvale Community Services

725 Kifer Road  
Sunnyvale, California  
Attn: Marie Bernard  
Email: mbernard@svcommunityservices.org

with a copy to:

Hoge Fenton Jones & Appel  
4309 Hacienda Dr., Suite 350  
Pleasanton, CA 94588  
Attn: Sblend A. Sblendorio  
Email:sblend.sblendorio@hogefenton.com

or such other address(es) as either party may from time to time specify in writing delivered to the other in accordance with this Section 12(a).

b. Brokers and Finders. Newmark Knight Frank represents Seller ("Seller's Broker") in this transaction and their commissions, if any are due, shall be the responsibility of Seller pursuant to a separate agreement. Other than Seller's Broker, neither party has had any contact or dealings regarding the Property, or any communication in connection with the subject matter of this transaction, through any licensed real estate broker or other person who can claim a right to a commission or finder's fee as a procuring cause of the sale contemplated herein. If any other broker or finder perfects a claim for a commission or finder's fee based upon any such contract, dealings or communication, the party through whom the broker or finder makes his claim shall be responsible for said commission or fee and all costs and expenses (including reasonable attorneys' fees) incurred by the other party in defending against the same. The provisions of this Section 12(b) shall survive the Closing.

c. Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, administrators and permitted assigns. Buyer may assign its rights under this Agreement, without the prior written consent of Seller, provided, that such assignment will not be effective against Seller until Buyer delivers to Seller a fully executed copy of the assignment instrument, pursuant to which the assignee (i) assumes and agrees to perform for the benefit of Seller the obligations of Buyer under this Agreement, and (ii) acknowledges and agrees to be bound by all of the provisions, agreements, limitations and releases of this Agreement.

d. Amendments. Except as otherwise provided herein, this Agreement may be amended or modified only by a written instrument executed by Seller and Buyer.

e. Governing Law. The parties hereto acknowledge that this Agreement has been negotiated and entered into in the State of California. The parties hereto expressly agree that this Agreement shall be governed by, interpreted under,

and construed and enforced in accordance with the laws of the State of California, without reference to its choice of laws rules.

f. Merger of Prior Agreements. This Agreement and the exhibits hereto constitute the entire agreement between the parties with respect to the purchase and sale of the Property and supersedes all prior agreements and understandings between the parties hereto relating to the subject matter hereof.

g. Attorneys' Fees. In any judicial action or proceeding between or among the parties to enforce any of the provisions of this Agreement regardless of whether such action or proceeding is prosecuted to judgment and in addition to any other remedy, the non-prevailing party shall pay to the prevailing party all out-of-pocket costs and expenses (including reasonable attorneys' fees, which shall include the reasonable value of the services of any "in-house" staff attorney employed by the successful party) incurred therein by the prevailing party. For the purposes of this Section 14(g), the term "prevailing party" shall mean the party which obtains substantially the relief it sought to obtain.

h. Business Day. As used herein, the term "Business Day" shall mean a day that is not a Saturday, Sunday or legal holiday in the state where the Property is located. In the event that the date for the performance of any covenant or obligation under this Agreement, or delivery of any notice, shall fall on a non-Business Day, the date for performance thereof shall be extended to the next Business Day.

i. Time of the Essence. Time is of the essence of this Agreement.

j. Agreement Construction. This Agreement has been negotiated by the parties who have had the opportunity to consult their respective counsel. This Agreement shall not be construed more strictly against one party hereto than against any other party hereto merely by virtue of the fact that it may have been prepared by counsel for one of the parties. The term "including" or "includes" or any other similar term or phrase of inclusion shall be deemed to be followed in each instance by the words "but not limited to," so as to designate an example or examples of the described class and not to designate all members of that class (it being the intention of the parties that each hereby waives the benefits of Section 3534 of the California Civil Code). The term "sole discretion" or "sole election" shall mean the right to make a decision or election solely in the interest of the party making such decision or election, as such party may choose to make that judgment, for any reason or for no reason, and without regard to the interests of the other party. Neither party shall have any liability or obligation to the other for the manner in which it exercises its sole discretion, nor for the results thereof.

k. Exhibits. All exhibits are attached hereto and incorporated herein by this reference.

l. Headings. Headings at the beginning of any paragraph or section of this Agreement are solely for the convenience of the parties and are not a part of this Agreement or to be used in the interpretation hereof.

m. Waiver. No waiver by Buyer or Seller of a breach of any of the terms, covenants, or conditions of this Agreement by the other party shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein contained. No waiver of any default by Buyer or Seller hereunder shall be implied from any omission by the other party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect a default other than as specified in such waiver. The consent or approval by Buyer or Seller to or of any act by the other party requiring the consent or approval of the first party shall not be deemed to waive or render unnecessary such party's consent or approval to or of any subsequent similar acts by the other party.

n. Severability. If any phrase, clause, sentence, paragraph, section, article, or other portion of this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the fullest extent permissible by law.

o. Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute one agreement. This Agreement may be executed by a party's signature transmitted by electronic mail in pdf format ("pdf"), and copies of this Agreement executed and delivered by means of electronic signatures shall have the same force and effect as copies hereof executed and delivered with original signatures. All parties hereto may rely upon electronic signatures as if such signatures were originals. All parties hereto agree that an electronic signature page may be introduced into evidence in any proceeding arising out of or related to this Agreement as if it were an original signature page.

**[Signature Page Follows]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date(s) written below next to their respective signatures.

BUYER:

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

CITY OF SUNNYVALE,  
a California Municipal Corporation

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Attest:

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

Approved as to Form:

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

SELLER:

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

SUNNYVALE COMMUNITY SERVICES,  
a California non-profit benefit corporation

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

BY EXECUTION HEREOF, THE UNDERSIGNED ESCROW HOLDER HEREBY

COVENANTS AND AGREES TO BE BOUND BY THE TERMS OF THIS  
AGREEMENT.

FIRST AMERICAN TITLE INSURANCE COMPANY

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

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

**EXHIBIT A**

**REAL PROPERTY DESCRIPTION**

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

Parcel 2, as shown upon that certain Map entitled, "Parcel Map being a portion of Parcel A & B of the Map filed in Book 222 of Maps, at page 47, Santa Clara County Records", which map filed for record in the office of the Recorder of the County of Santa Clara, State of California, on October 22, 1969 in Book 260 of Maps, at Page 48.

APN: 205-44-005

**EXHIBIT B**  
**FORM OF DEED**

RECORDING REQUESTED BY  
WHEN RECORDED, RETURN TO:

---

THE UNDERSIGNED GRANTOR(s) DECLARE(s):  
DOCUMENTARY TRANSFER TAX is \$ \_\_\_\_\_.  
CITY TAX \$ \_\_\_\_\_.

☐ Computed on full value of property conveyed, or ☐ Computed on full value less  
value of liens or encumbrances remaining at time of sale.  
☐ Unincorporated area: City of \_\_\_\_\_.

**GRANT DEED**

FOR VALUE RECEIVED, \_\_\_\_\_, a \_\_\_\_\_,  
grants to \_\_\_\_\_, a \_\_\_\_\_, all that certain real property, located in  
the City of \_\_\_\_\_, County of \_\_\_\_\_, State of California, more  
particularly described in Exhibit A, attached hereto and incorporated herein by reference  
thereto, together with any and all structures and improvements located thereon, and all  
of Grantor's right, title and interest in and to the rights, benefits, privileges, easements,  
tenements, hereditaments, and appurtenances to the extent belonging or appertaining  
to such real property or such structures and improvements.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of this \_\_\_\_ day of  
\_\_\_\_\_, 20\_\_.

Seller: \_\_\_\_\_,

a \_\_\_\_\_

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

Its: \_\_\_\_\_

**[NOTARY ACKNOWLEDGEMENT IN PROPER FORM]**

Exhibit A to Grant Deed  
Real Property Legal Description

**EXHIBIT C**

**ASSIGNMENT AND ASSUMPTION OF CONTRACTS AND INTANGIBLES**

THIS ASSIGNMENT AND ASSUMPTION OF CONTRACTS AND INTANGIBLES (the “**Assignment**”) dated as of \_\_\_\_\_, 20\_\_ is between \_\_\_\_\_, a \_\_\_\_\_ (“**Assignor**”), and \_\_\_\_\_, a \_\_\_\_\_, (“**Assignee**”).

A. Assignor owns certain real property and improvements thereon located at \_\_\_\_\_ and more particularly described in **Exhibit 1** attached hereto (the “**Property**”).

B. Assignor has entered into certain contracts which affect the Property, which contracts are described on **Exhibit 2** attached hereto (the “**Contracts**”).

C. Assignor and Assignee have entered into an Agreement of Purchase and Sale dated as of \_\_\_\_\_, 20\_\_ (the “**Agreement**”), pursuant to which Assignee agreed to purchase the Property from Assignor and Assignor agreed to sell the Property to Assignee, on the terms and conditions contained therein. Capitalized terms not otherwise defined here shall have the meaning given to such terms in the Agreement.

D. Assignor desires to assign its interest in the contracts and in certain intangible personal property with respect to the Property, and Assignee desires to accept the assignment thereof, on the terms and conditions below.

ACCORDINGLY, the parties hereby agree as follows:

1. As of the date on which the Property is conveyed to Assignee pursuant to the Agreement (the “**Conveyance Date**”), Assignor hereby assigns to Assignee all of its right, title and interest in and to the Contracts and any Intangible Property now owned by Assignor in connection with the Property.

2. As of the Conveyance Date, Assignee hereby assumes all of Assignor’s obligations under the Contracts originating or accruing on or subsequent to the Conveyance Date.

3. In the event of any dispute between Assignor and Assignee arising out of the obligations of the parties under this Assignment or concerning the meaning or interpretation of any provision contained herein, the losing party shall pay the prevailing party’s costs and expenses of such dispute, including, without limitation, reasonable attorneys’ fees and costs.

4. This Assignment shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

5. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

Assignor and Assignee have executed this Assignment the day and year first above written.

ASSIGNOR: \_\_\_\_\_,

a \_\_\_\_\_

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

Its: \_\_\_\_\_

ASSIGNEE: \_\_\_\_\_,

a \_\_\_\_\_

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

Its: \_\_\_\_\_

Exhibit 1 to  
Assignment and Assumption of Contracts and Intangibles  
Real Property Description  
[to come]

Exhibit 2 to  
Assignment and Assumption of Contracts and Intangibles  
[List]

**EXHIBIT D**  
**DRAFT LEASE AGREEMENT**

**EXHIBIT E**  
**DISCLOSURE SCHEDULE**  
**[SELLER TO PROVIDE]**

**EXHIBIT D**

**LEASE OF REAL PROPERTY  
LOCATED AT 725 KIFER ROAD  
BETWEEN CITY OF SUNNYVALE AND  
SUNNYVALE COMMUNITY SERVICES**

This lease of real property ("Lease"), dated \_\_\_\_\_, 2019, for reference purposes, is hereby entered into between the City of Sunnyvale ("Lessor"), a California municipal corporation and Sunnyvale Community Services, a California non-profit benefit corporation ("Lessee").

1. **PREMISES.** Lessor is the owner of certain property located in the City of Sunnyvale, County of Santa Clara, State of California, having a property address of 725 Kifer Road, Sunnyvale, California (APN: 205-44-005), as more particularly described in **Exhibit A** attached hereto (the "Premises");
2. **PURPOSE.** The Premises shall be used by Lessee for emergency assistance programs for low-income families and seniors and for related office and administrative purposes (the "Permitted Use").
3. **TERM.** The term of this Lease (the "Original Term") shall be for twelve (12) months, commencing on November 27, 2019 (the "Anticipated Escrow Closing Date"). Lessee shall have the option to extend the term upon thirty (30) days advance notice to the Lessor on a month-to-month basis for an additional six (6) months (the "Optional Term"). The Original Term and the Optional Term shall not exceed a maximum term of eighteen (18) total months.
4. **RENTAL COMPENSATION AND SECURITY DEPOSIT.** As full consideration for the right, pursuant to this Lease, to use the Premises for the Permitted Use, Lessee agrees to fulfill its obligations under the terms and conditions of this Lease and pay to Lessor One Dollar No/100 (\$1.00) (the "Rent"). The Rent shall be the same during the Original Term and any Optional Term. In addition, upon occupancy of the Premises, Lessee shall pay to Lessor the sum of twenty thousand dollars (\$20,000.00) as a security deposit, which will be refunded to Lessee, less any damages, within fifteen (15) days after possession of the Premises is turned over to Lessor. This provision shall not be construed in any way to limit any other remedies of Lessor to recover damages in excess of the amount of the security deposit.
5. **OPTION TO TERMINATE EARLY.** Lessee shall have the right to terminate the Lease nine (9) months after the Anticipated Escrow Closing Date by providing Lessee upon thirty (30) days prior written notice to vacate the Premises.
6. **WAIVER OF BENEFITS.** Lessee acknowledges that it is aware that Lessor is the City of Sunnyvale, a public entity, and that Lessor acquired the Premises for a public use. Lessee acknowledges that the Premises will be available for Lessee's use as specified in this Lease until development of the Premises for public use. Lessee therefore understands and agrees that when Lessee vacates the Premises, Lessee, as a lessee who began occupancy after Lessor's acquisition of the Premises, shall not be eligible for or entitled to any benefits or compensation under the Relocation Law (Government Code Sections 7260 et seq.), or under the Eminent Domain Law (Code of Civil Procedure Sections 1230.010 et seq.), by reason of Lessee's relocation from the

Premises.

7. POSSESSORY INTEREST. This Lease may create a taxable possessory interest. Lessee shall pay any possessory interest tax which may be levied as a result of Lessee's possessory interest in this leasehold. Possessory interest means any interest described in Section 107 of the California Revenue and Taxation Code, or successor statute. This section is deemed to comply with Section 107.6 of the same Code.

8. PROHIBITED USES. Lessee shall not use or permit the Premises to be used for any purpose or purposes other than the Permitted Use. Lessee shall not commit, or suffer to be committed, any waste upon said premises, nor cause or permit any other public or private nuisance. Lessee shall, at its sole cost and expense, comply with the requirements of all applicable municipal, state and federal ordinances, statutes or other regulations now in effect or which hereafter may be applied to said premises. Nothing contained in this Lease shall be construed to limit Lessor's regulatory authority, in its capacity as a municipal corporation, from enforcing any applicable provisions of municipal, state and/or federal ordinances, statutes, or other regulations within the scope of its jurisdiction.

9. HAZARDOUS MATERIALS. Lessee shall comply with Title 20 of the Sunnyvale Municipal Code and shall provide secondary containment to collect any oil, gasoline or acids which may be leaking from any vehicle, vehicle part or equipment powered by such materials stored on the Premises. Lessee specifically agrees not to store gasoline, oil or batteries on the premises except as these materials are integral to the Permitted Use.

10. SITE CONTAMINATION AND TESTING. Lessee shall not contaminate the soil or violate air quality standards in connection with its use of the premises. Lessee agrees to permit periodic inspections of the Premises by the City of Sunnyvale Department of Public Safety if necessary. If the Hazardous Materials Coordinator determines that site testing would be appropriate, Lessee shall take appropriate measures to accommodate such testing, and to reimburse the City of Sunnyvale for the full cost of conducting such throughout the Original or any Extended Term of this Lease. If, as a result of such inspection and/or testing, it is determined that Lessee's use of the Premises has resulted in contamination of any part of the Premises, Lessee shall reimburse the City of Sunnyvale for any and all costs incurred with respect to remediation. Lessor, at its sole discretion, may elect to terminate the Lease if it is determined that Lessee's use of the Premises has caused or will result in contamination of the site. Alternatively, Lessor may elect to continue to lease the Premises to Lessor upon such terms and conditions as are deemed necessary to protect the site from further contamination, including, but not limited to, installation of secondary containment devices and/or monitoring equipment. Lessee shall be fully responsible to pay any and all necessary cleanup costs resulting from Lessee's use of the site. Lessee's obligation for site contamination and remediation shall survive any termination of this Lease. Nothing contained in this Lease shall be construed in any way to limit Lessee's obligations or liability for any contamination resulting from Lessee's use of the Premises prior to the effective date of this Lease.

11. INDEMNIFICATION. Lessee shall bear full responsibility for the acts of their respective

officers, agents, clients and employees, and shall indemnify, hold harmless, and defend the Lessor from all claims of money or damages arising from the negligence, errors or omissions of such parties' respective agents, in the performance of this Lease. Lessee, as a material part of the consideration to be rendered to Lessor, hereby waives any claims for damages to goods, wares, and merchandise, in or about said premises and for injuries to persons in or about said premises, from any cause, except that no claim is waived by Lessee against Lessor for the sole negligence or willful misconduct of Lessor.

Lessee further agrees to indemnify Lessor for all claims for damages or losses arising as a result of Lessee's use of the property, specifically including but not limited to costs associated with investigation, testing, cleanup and/or remediation required pursuant to or resulting from environmental contamination. Lessee's obligations for liability under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA") shall survive the term of this Lease.

Lessor shall bear full responsibility for the acts of its respective officers, agents, clients and employees, and shall indemnify, hold harmless, and defend Lessee from all claims of money or damages arising from the negligence, errors or omissions of such parties' respective agents, in the ownership of the Premises during the Lease. Lessor, as a material part of the consideration to be rendered to Lessee, hereby waives any claims for damages to goods, wares, and merchandise, in or about the Premises and for injuries to persons in or about the Premises, from any cause, except that no claim is waived by Lessor against Lessee for the sole negligence or willful misconduct of Lessee.

12. INSURANCE. As a condition precedent to this Lease, Lessee shall provide evidence of insurance which shall name the City as additional insured. Failure to provide a certificate of insurance each year shall constitute a breach of the Lease. The insurance coverage shall be as follows:

a. Commercial General Liability Insurance. Lessee shall obtain and maintain Commercial General Liability insurance including premises operations, products and completed operations with a limit of \$2,000,000.00 per occurrence for bodily injury and property damage and \$4,000,000.00 general aggregate, such insurance to be written on an occurrence basis.

b. Automobile Liability Insurance. Lessee shall obtain and maintain Automobile Liability insurance in the amount of One Million Dollars (\$1,000,000) per occurrence or per accident.

13. ENTRY. Lessee shall permit Lessor and its agents to enter the Premises at any reasonable time with reasonable notice, for the purpose of showing the Premises to prospective tenants and for the performance of its normal municipal functions.

14. ASSIGNMENT. Lessee shall not assign this Lease, or any interest herein, in whole or in part, and shall not sublet the Premises or any part thereof, without the prior, written consent of Lessor which consent shall not be unreasonably withheld, and consent by Lessor to one assignment shall not be deemed consent to any subsequent assignment. Any such assignments or subletting without consent shall be void and shall, at the option of Lessor, terminate this Lease.

15. BREACH. The occurrence of any of the following events shall be deemed a material breach of this Lease by Lessee, and shall constitute grounds for Lessor, at its sole discretion, to terminate the Lease:

- a. The vacating or abandonment of the Premises by Lessee.
- b. The failure by Lessee to make any payment of Rent or any other payment required to be made by Lessee hereunder, as and when due, where such failure shall continue for a period of fifteen (15) days after the date when due.
- c. Any transfer or attempted transfer of this Lease by Lessee contrary to the provisions of Section 14, above.
- d. The failure by Lessee to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Lessee, other than described in subsection b. above, where such failure shall continue for a period of ten (10) days after written notice thereof by Lessor to Lessee except as provided in subsection b. above; provided, however, that if the nature of Lessee's default is such that more than ten (10) days are reasonably required for its cure, then Lessee shall not be deemed to be in default if Lessee commences such cure within said ten (10) day period and thereafter diligently prosecutes such cure to completion. Should Lessee default, Lessor may continue Lease in effect after Lessee's breach and abandonment and recover Rent as it comes due, if Lessee has right to sublet and assign, subject only to reasonable limitations.
- e. The appointment of a receiver to take possession of all or substantially all of the assets of Lessee.

16. RE-ENTRY. In the event of any breach of this Lease by Lessee, Lessor, in addition to any other rights or remedies, shall have the immediate right of re-entry and may remove all persons and property from the Premises. Such property may be removed and stored at any other place, for the account of and at the expense of Lessee. No such re-entry pursuant to this provision shall be considered a forcible entry, and Lessee hereby waives all claims for damages resultant therefrom. No such re-entry or taking possession of the Premises by Lessor shall be construed as an election on Lessor's part to terminate this Lease unless a written notice of such intention be given to Lessee in advance.

17. MAINTENANCE, REPAIR AND UTILITIES. Lessee shall be responsible for all maintenance and repair of the Premises, including structural issues, during the Original Term and any Optional Term. Lessee is also responsible for all utilities including electrical, gas and water costs associated with use of the Premises.

18. IMPROVEMENTS AND PERSONAL PROPERTY. If Lessee shall abandon, vacate or surrender the Premises during the Original Term or any Optional Term of this Lease, any personal property belonging to Lessee and left on the Premises shall be deemed to be abandoned, at the option of Lessor. Lessee agrees to accept the Premises in its present condition, as is, and to improve the Premises at its sole cost and expense to the extent necessary to perform the Permitted Use. Any and all improvements performed or constructed by Lessee shall, at the end of the Lease term, become the property of Lessor.

19. VACATION OF PREMISES. Upon vacating the Premises, Lessee agrees to leave the

Premises in a good, clean and safe condition and to reimburse Lessor for any additional damage done to the Premises after the Anticipated Escrow Closing Date caused by Lessee's occupation or tenancy. Lessee shall not leave or allow to remain on the property any garbage, refuse, weeds, or debris. Any removal costs incurred by Lessor will be paid by Lessee and Lessor may deduct such charges from the security deposit.

20. GENERAL PROVISIONS:

a. Exhibits, Plats and Riders. Exhibits, plats, riders, clauses and addenda, if any, affixed to this Lease are a part hereof and are incorporated herein by this reference.

b. Jurisdiction and Venue. This Lease shall be governed by the laws of the state of California and Santa Clara County is hereby deemed to be a proper place of venue for legal actions.

c. Marginal Headings. The marginal headings and article titles to the articles of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

d. Time. Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.

e. Successors and Assigns. The covenants and conditions herein contained, subject to the provisions as to assignment, apply to and bind the heirs, successor, executors, administrators and assigns of the parties hereto.

f. Quiet Possession. Upon Lessee paying the Rent reserved hereunder and observing and performing all of the covenants, conditions and provisions on Lessee's part to be observed and performed hereunder, Lessee shall have quiet possession of the Premises for the Original Term and the Optional Term, subject to all the provisions of this Lease. In the event the Premises are damaged, destroyed or otherwise rendered unsuitable for the Permitted Use by an act or occurrence by a third party or by an Act of God, Lessee may terminate this Lease. Lessor, at its discretion, may elect to restore or repair the Premises within a reasonable period of time so as to render the Premises suitable for the Permitted Use, or in the alternative, to terminate the Lease immediately without further notice.

g. Prior Agreements. This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease. No prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest.

h. Partial Invalidity. Any provision of this Lease which shall prove to be invalid, void, or illegal shall in no way effect, impair or invalidate any other provisions hereof and such other provision shall remain in full force and effect.

i. Cumulative Remedies/ Compliance with all Laws. No remedy or election hereunder by Lessor shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity available to Lessor. Lessee shall comply with all federal, state and local laws and regulations.

j. Choice of Law. This Lease shall be interpreted under and pursuant to the laws of the State of California.

k. Attorneys' Fees. In the event of any legal action commenced to interpret or to enforce the terms of this Lease or to collect damages as a result of any breach of this Lease, the

prevailing party in any such action shall be entitled to recover against the non-prevailing party or party all reasonable attorneys' fees and costs, whether the matter was resolved by settlement, arbitration, or adjudication. For purposes of this paragraph, the term "prevailing party" shall mean the party which obtains substantially the relief it sought to obtain.

21. NOTICES. Any notice required or permitted to be given under this Lease shall be in writing and (i) personally delivered, (ii) sent by United States registered or certified mail, postage prepaid, return receipt requested, (iii) sent by Federal Express or similar nationally recognized overnight courier service, or (iv) transmitted by electronic mail. Such notice shall be deemed to have been given upon the date of actual receipt or delivery (or refusal to accept delivery), as evidenced by the notifying party's receipt of written or electronic confirmation of such delivery or refusal, if received by the party to be notified between the hours of 8:00 A.M. and 6:00 P.M. Pacific Time on any business day, with delivery made after such hours to be deemed received the following business day. In addition, within two (2) days of delivery of any notice given by Lessee to Lessor under this Lease which is transmitted through electronic mail, a copy of such notice shall also be sent to Lessor, in duplicate, by either of the methods provided in this section. For purposes of notice, the addresses of the parties shall be as follows, provided that, any party, by written notice to the other in the manner herein provided, may designate an address different from that set forth below.

TO LESSEE: Sunnyvale Community Services

\_\_\_\_\_  
Sunnyvale, CA 94086  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

TO LESSOR: City of Sunnyvale  
City Property Administrator  
P.O. Box 3707  
Sunnyvale, CA 94088-3707  
Telephone: (408) 730-7527  
Email: [snafie@sunnyvale.ca.gov](mailto:snafie@sunnyvale.ca.gov)

22. COUNTERPARTS. This Lease may be executed in any number of counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute one agreement. This Lease may be executed by a party's signature transmitted by electronic mail in pdf format ("pdf"), and copies of this Lease executed and delivered by means of electronic signatures shall have the same force and effect as copies hereof executed and delivered with original signatures. All parties hereto may rely upon electronic signatures as if such signatures were originals. All parties hereto agree that an electronic signature page may be introduced into evidence in any proceeding arising out of or related to this Agreement as if it were an original signature page.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease in duplicate on the day and year written above.

ATTEST:  
City Clerk

LESSOR  
CITY OF SUNNYVALE

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

By: \_\_\_\_\_  
City Property Administrator

APPROVED AS TO FORM:

LESSEE  
SUNNYVALE COMMUNITY SERVICES

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

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

Title \_\_\_\_\_

Its \_\_\_\_\_

[need to add exhibit A—legal description]



# City of Sunnyvale

## Agenda Item

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19-1174

Agenda Date: 11/5/2019

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### 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

#### **BACKGROUND**

On June 18, 2019 (RTC No. 19-0362), the City 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.

On September 10, 2019 (RTC No. 19-0798), staff provided an overview of necessary revisions to Article VI and highlighted three key policy issues requiring Council direction- mayor term, total term limits, and redistricting. The Council approved staff's general approach for the charter amendments 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.

On October 8, 2019 (RTC No. 19- 1009), the Council further discussed the policy issues and conducted straw polls on the policy issues. Five Councilmembers (Fong, Goldman, Hendricks, Larsson, Smith) indicated preferences for a four-year term for the Mayor, and five Councilmembers (Klein, Fong, Goldman, Hendricks, Larsson) preferred a total limit of three-terms.

On October 29, 2019 (RTC No. 19-1133), the Council discussed a variety of issues and reached a consensus that the Charter draft should clarify (1) a residency requirement prior to filing candidacy papers, and (2) that the three-term total limit is also limited to service in a single position (mayor or councilmember) for no more than two full terms. In addition, four members (Klein, Hendricks, Larsson, Melton) tentatively indicated interest in addressing redistricting with a charter amendment section authorizing the Council to enact an ordinance addressing all matters pertinent to redistricting.

#### **DISCUSSION**

A full draft of proposed Charter revisions is attached for the Council's review and discussion. The draft reflects administrative updates necessary to eliminate the existing "numbered seat" election system and implement district elections for six council districts and one directly elected mayor, and the preferences expressed by a majority of Council members at meetings to date on the key policy issues of mayor term, total term limits, and redistricting. The Council should review and provide comment on this draft language so that it can be finalized in time to place the measure on the March 2020 ballot.

Staff notes that the Council raised several questions about application of the proposed amendments and/or additional charter changes not necessary to implement district elections. Due to the extremely short time frame to prepare a staff report for the Council's November 5 meeting, staff prioritized

drafting the proposed Charter revisions to include in the agenda packet for the meeting. Responses to questions posed by Council at the October 29 meeting will be provided in a supplemental Report to Council on November 4, 2019.

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. Adoption of a resolution approving the final proposed Charter amendments and placing the charter measure on the ballot is currently scheduled for November 12.

### **PUBLIC CONTACT**

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

### **STAFF RECOMMENDATION**

Staff recommends that the Council discuss the draft proposed amendments to Charter Article VI and provide direction regarding the proposed amendments to facilitate the drafting of the final Charter language for Council's consideration and approval at the Council's November 12 meeting.

Prepared by: Melissa C. Tronquet, Assistant City Attorney

Reviewed by: Jaqui Guzmán, Deputy City Manager

Reviewed by: Kent Steffens, City Manager

Reviewed and Approved by: John A. Nagel, City Attorney

### **ATTACHMENT**

1. Draft Charter Amendments

DRAFT 10/31/19

## ATTACHMENT 1

### PROPOSED AMENDMENTS TO THE CITY CHARTER OF THE CITY OF SUNNYVALE

The provisions of the City Charter of the City of Sunnyvale to be deleted are printed in ~~strikeout~~ type, and the new provisions to be added are printed in underscore type.

The City Charter of the City of Sunnyvale shall be amended by amending Article VI (The Council) to read as follows:

#### **Section 600. Elective Officers of the City.**

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," "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.**

- (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 directly elected by the voters of the City. The elective officers shall be elected at the times and in the manner provided in this Charter. Notwithstanding any other provision of this Charter, members of the City Council in office at the time this Charter provision takes effect shall continue in office until the expiration of their respective terms.~~
- (b) ~~The Mayor and~~ Each 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.
- (c) The offices of ~~Mayor and each~~ member of the Council ~~is are~~ separate elective offices 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.~~

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~~—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.~~

~~—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.**

District-based elections established 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 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 specify.

### **Section 602603. Qualifications.**

(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 election at the time of, and for the thirty-day period immediately preceding, 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.

(b) Every member of the City Council or candidate for City Council elected by District shall be and remain a qualified voter in the District to which he or she seeks election from the time of, and for the thirty-day period immediately preceding, 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.

(c) Notwithstanding any other provision of law, a candidate shall not file nomination papers for more than one City elective office for the same election. 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.~~

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**Section 604. Term limits.**

(a) No person shall be eligible to serve as Mayor or a member of the Council for more than ~~two~~ three successive four-year elective terms. Subject to the preceding sentence, no person may serve as Mayor for more than two four-year terms, and no person may serve as a member of the Council for more than two four-year terms.

(b) Any person who has served ~~two~~ three successive four-year elective terms as Mayor or member of the Council as permitted by this subsection (a) above shall not serve again until at least four years have passed since that person last held office. Any Mayor or member of the Council elected or appointed to a term of two (2) years or more shall constitute a four (4) year term for the purposes of this section. 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.

(c) 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 or third successive term. Subject to the provisions of subsection (a) above, Any person may serve as Mayor or Councilmember for eight ~~twelve~~ years in any ~~twelve~~ sixteen-year period, unless elected or appointed to serve an unexpired term of less than two years in length as provided in this section.

**Section 6053. Compensation.**

[Renumbered; text unchanged].

**Section 6064. Vacancies.**

(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 ~~member~~ 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 boundaries 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 in the office of Mayor or Councilmember,~~ the Council shall officially declare the seat-office vacant within thirty days of the commencement of any vacancy.

(c) Within sixty days of the date the seat-office 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.

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- (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 ~~Council~~of the members or one Councilmember and the Mayor 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.

**Section 60~~7~~5. Presiding Officer. Mayor.**

~~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 be the presiding officer of the City Council and 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.~~

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**Section ~~60~~86. Vice Mayor.**

[Renumbered; text unchanged].

**Section 609. Redistricting.**

(a) Following each decennial federal census, and at other such times as provided by law, the City Council shall, by ordinance, adjust the boundaries of any or all the Districts of the City so that the Districts shall be as nearly equal in population as may be, consistent with law applicable to the creation and rearrangement of the boundaries of local districts.

(b) The City Council shall adopt an ordinance establishing a public process for redistricting. Such ordinance shall be adopted in sufficient time for redistricting following release of the 2020 federal Census.

(c) No change in the boundary of any District shall abolish or terminate the term of office of any City Council member prior to the expiration of the term of office for which the member was elected or appointed in lieu of election, notwithstanding any other provision of this Article.

**Section-~~607~~610. Powers.**

[Renumbered; text unchanged].

**Section ~~608~~611. Regular Meetings.**

[Renumbered; text unchanged].

**Section-~~609~~612. Special Meetings and Emergency Meetings.**

[Renumbered; text unchanged].

**Section ~~610~~613. Place of Meetings.**

[Renumbered; text unchanged].

**Section ~~611~~614. Quorum.**

[Renumbered; text unchanged].

**Section ~~612~~615. Election and Qualification of Councilmembers.**

[Renumbered; text unchanged].

**Section ~~613~~616. Proceedings.**

[Renumbered; text unchanged].



# City of Sunnyvale

## Agenda Item

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19-0677

Agenda Date: 11/5/2019

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### 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 29, 2019, and the Proposed Sequence of Elections

#### **BACKGROUND**

The City began exploring changing from 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) in the fall of 2018, shortly before receiving a letter from a potential plaintiff alleging the City's current electoral system violates the California Voting Rights Act ("CVRA") because it "dilutes the voting power of Asian American voters."

Council adopted a resolution of intent to change to district-based elections in November 2018 and adopted an amended Resolution of Intent on March 19, 2019 (Resolution No. 907-18) declaring its intent to place a charter amendment measure on the March 2020 ballot to transition to district-based elections.

After a robust community outreach effort, on June 18, 2019 (RTC No. 19-0362) Council directed staff to move forward with a six-district model with a directly-elected, at-large mayor. The Community-Driven Mapping process began in July with support from National Demographics Corporation (NDC). NDC provided an online mapping tool using 2010 census, 2012-2016 American Community Survey (ACS), and California Statewide Database data. Residents were given training and access to the online mapping tool to develop proposed 6-district maps. A total of 26 maps were submitted by the public. Council has received public input and narrowed the preferred district maps to four maps: 107A, 120A, 120C, and 121A. The public was given the opportunity to submit refinements of these maps by October 25, 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**

This is the third of four public hearings required by state law for creating district boundaries for City elections. Council 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.

Other factors may be considered, such as communities of interest and geographic boundaries.

### ***Outreach***

Staff outreach focused on gathering input on the four Council-preferred maps (maps 107A, 120A, 120C, and 121A) selected by Council for further consideration on October 8. In addition to educating residents on the process for developing Council districts, residents were encouraged to provide input at nine pop-up events and through an Open City Hall survey. Specifically, residents were asked what they liked and didn't like about each map. They were also asked to select their preferred map and identify other maps they could support.

Pop-up events were scheduled throughout the City, including the Sunnyvale Library, Sunnyvale Community Center, Columbia Neighborhood Center, farmer's market, Plaza del Rey mobile home park, St. Cyprian Parish and two ethnic festivals. At the pop-ups, residents had the opportunity to view the four Council-preferred maps on large poster boards, provide comments, and participate in a dot-placing exercise. The City's outreach consultant, Placeworks, estimates that they reached a total of 350 people through the pop-up events. A total of 171 people participated in the dot-placing exercise. An estimated additional 176 people were informed of the project and gave some input but chose not to participate in dot-voting either because they had no opinion, or they wanted to look up more information on their own or on the SunnyvaleElections.org website.

Results from the pop-ups are detailed in Attachment 1. Overall, map 107A received the most support followed by map 120C, 121A, and 120A respectively. Support for 107A, which was sponsored by the Sunnyvale Mobile Home Park Alliance, was driven by the large turnout at the Plaza del Rey mobile home park.

The Open City Hall survey opened on October 17 and will close on November 1. Results from this survey will be presented to Council at this evening's meeting.

### ***Preferred and Refined Maps***

In addition to the four Council-preferred maps, one additional refined map was submitted by the public by the October 25 deadline. The map submission is a refinement of map 120C and is labeled 120D. The City's demographer has reviewed all maps and determined that they meet legal requirements. In compliance with California Elections Code section 10010(a)(2), these maps were made publicly available on the City's project website (SunnyvaleElections.org) on October 29, seven days' prior to this public hearing. The five maps are included in this report as Attachment 2. Attachment 3 includes comments from map submitters.

Unfortunately, a refinement of map 121A was submitted before the deadline but never received by staff. Consequently, this refined map was not posted as required for consideration at the November 5 Council meeting. Staff was made aware during public comments at the October 29 Council meeting. The map submitter, Martin Pyne, plans to submit his refinement in writing to Council for consideration at the November 5 Council meeting. Mr. Pyne's written comments will be made available to the public. Council may direct staff to refine map 121A per written or oral public comments at the meeting if it so desires.

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***Sequencing Options***

Per Elections Code section 10010, proposed sequencing must be published for every draft map. A proposed map sequencing table is shown in Attachment 4. Sequencing was proposed by the map submitter for all Council-preferred maps except for map 107A. Map 107A was assigned random sequencing prior to the October 8 Council hearing as no sequencing proposal was submitted.

While state law requires a sequencing proposal for every draft map, Council has the authority to assign the final sequence of elections to the map it chooses for the November 2020 elections, even if the final sequence differs from that proposed by the author of the map. For this reason, staff will prepare sequencing options for each map based on Council feedback received at the October 29 study session. Given the short turn-around time, a supplemental memo discussing selected sequencing priorities and options will be made available on November 4 and presented at the November 5 Council meeting.

***Next Steps***

This hearing provides Council the opportunity to (1) be informed of public input efforts regarding Council's four preferred maps, (2) review the submitted map refinement, and (3) consider sequencing options. Council has the discretion to balance criteria and input when making a final map and sequencing selection.

Council is being asked to narrow the maps under consideration to two or three maps. On November 12, 2019, Council is scheduled 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 consideration of election sequencing for each map at the Council's November 12 meeting.
2. Provide other direction to staff.

**STAFF RECOMMENDATION**

Alternative 1: Provide direction to staff on specific maps to be considered for further community comment and consideration of election sequencing for each map at the Council's November 12 meeting.

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

**ATTACHMENTS**

1. Summary of October Pop-up Events
2. Preferred and Refined Draft Maps (November 5 Hearing)
3. Map Maker Comments (as of October 29)
4. Proposed Sequencing



## MEMORANDUM

DATE        October 29, 2019  
TO           Jaqui Guzman  
              City of Sunnyvale Office of the City Manager  
FROM        PlaceWorks  
SUBJECT     October 2019 Preferred District Maps Outreach Summary

### Overview

Throughout October 2019, the City hosted a series of nine pop-up events to seek input on the four preferred Council district maps selected by the City Council on October 8, 2019. Pop-up events occurred from October 10 to October 24, 2019 as follows:

1. Thursday, October 10: Sunnyvale Library
2. Saturday, October 13: Farmers' Market
3. Saturday, October 13: Sunnyvale Library
4. Saturday, October 13: Dandiya and Garba Event at Fremont High School
5. Wednesday, October 16: Plaza del Rey
6. Saturday, October 19: Columbia Neighborhood Center
7. Saturday, October 19: Diwali Celebration at the Sunnyvale Community Center
8. Sunday, October 20: St. Cyprian Parish
9. Thursday, October 24: Sunnyvale Community Center

The two primary goals of the pop-up events were to:

- Educate residents on the Council selected maps and the process to select the preferred map.
- Ask residents to identify their preferred district map and to identify maps they could "live with."

Pop-up booth materials included 24"x36" boards with the four Council preferred district maps, comment cards, demographic surveys, and handouts of the map submitter comments, and background maps (that identified demographics by citizen voting age population, population density, elementary, middle, and high school districts, elementary school attendance areas, and neighborhood associations). PlaceWorks collected only two demographic surveys, largely due to participants having limited time available. The two demographic surveys collected were from the



Plaza Del Rey Mobile Home Park Pop-Up in which pizza was provided and residents were encouraged to stick around and mingle to discuss the project.

Due to the informal nature of the pop-up events, the exact numbers of participants who were reached through these events cannot be known. However, PlaceWorks estimates a total of 350 people were engaged with and exposed to the project through the pop-up events. A total of 171 people participated in the dot-placing exercise. An estimated additional 176 people were informed of the project and gave some input but chose not to participate either because they had no opinion, or they wanted to look up more information on their own and on the Sunnyvale Elections website.

### Summary of Input

Figures 1 and 2 illustrate the breakdown of the dot prioritization exercise. Each pop-up participant was given one green dot to identify his/her preferred map and three blue dots to identify maps they would be comfortable with the Council selecting. If the participant did not like any of the maps, he/she was encouraged to provide written comments instead.

Map 107A, submitted by the Sunnyvale Mobile Home Park Alliance, received the most green dots indicating it was the top preferred map. Part of this map's popularity was due to the large turnout at the Plaza Del Rey Mobile Home Park Pop-up which generated 55 of the 88 green dots on Map 107A. Common reasons participants gave for choosing this as their preferred map included:

- Map looks concise and compact.
- Map keeps together all of Sunnyvale's Neighborhood Associations.
- Map considers major roadways as boundaries.

Map 120C, submitted by the Unity Group, received 32 of the 88 green dots. Common reasons participants gave for choosing this as their preferred map included:

- Special attention to school districts, specifically following the lines of the Santa Clara Unified School District.
- Map accounted for elementary school attendance boundaries.
- Map kept together important cultural areas and vulnerable populations such as renters and those living in mobile home parks.

Map 121A, submitted by Martin Pyne, received 26 of the 88 green dots. Common reasons participants gave for choosing this as their preferred map included:

- Map looks concise.
- Map has more districts touching El Camino Real than other maps.



- They were familiar with the school districts and neighborhood associations that it kept together.

Map 120A, derived from the Unity Group 120 map and refined by a community member, received 25 of the 88 green dots. Common reasons participants gave for choosing this as their preferred map included:

- Map considered keeping renters or lower income populations together.
- Map grouped together cultural areas.
- Map keeps together many of the neighborhood associations and elementary school attendance areas.

As shown in Figure 2, the dot prioritization results for maps that participants could accept moving forward were as follows:

- Map 120A received 37 of the 111 blue dots.
- Map 120C received 29 of the 111 blue dots.
- Map 121A received 28 of the 111 blue dots.
- Map 107A received 17 of the 111 blue dots.

In addition to the dot prioritization exercise, participants provided verbal and written comments as follows:

- I support a 7-district system.
- I want to vote for the person- not the district.
- I would like to continue with having a mayor chosen from the City Council. I've lived here going on 60 years.
- My big concern is special interest money pushing for big development. How to choose map to guard against big \$ unduly influencing elections?
- I resent the fact that the maps are so restrictive. 7 districts would have been so much better.
- Map 107A: Districts are clearly defined, not broken up by major roadways.
- Map 107A: Top Criteria 1) neighborhood associations kept together, 2) Elementary school Attendance Area.
- Map 107A: Mary Manor must be included!
- Map 107A: I put my green + 3 blues since I do not want the other maps.
- Map 107A: I'd like to see a 7-district map!
- Map 120A: This separates a small section of Old Orchard (Namely Hyannis Dr and Middlebury Dr) and combines them with a large region on the other side of El Camino.
- Map 120C: Would prefer 7 districts.



Figure 1 – Preferred Map Dot Prioritization Results (Green Dots)

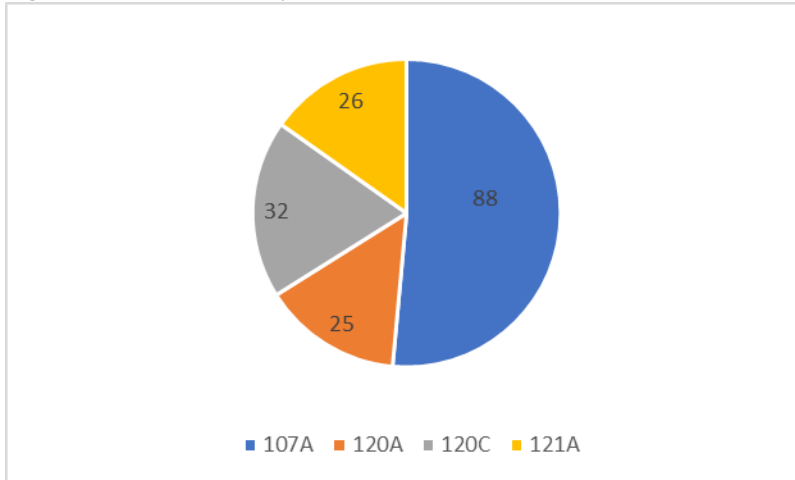
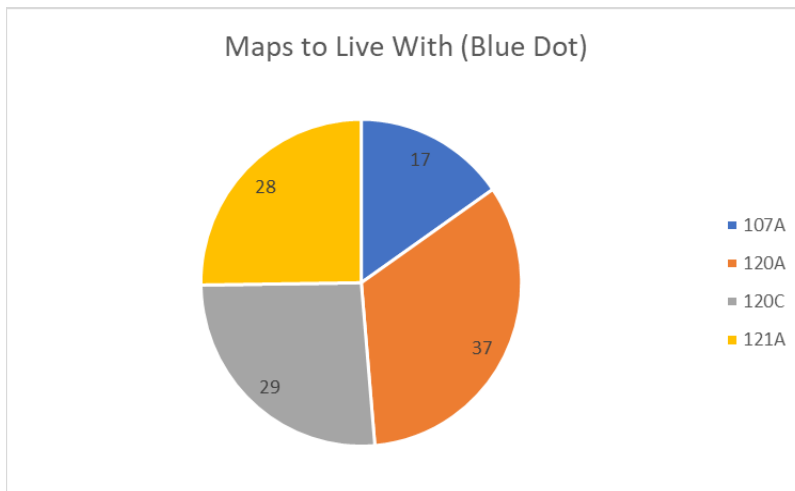
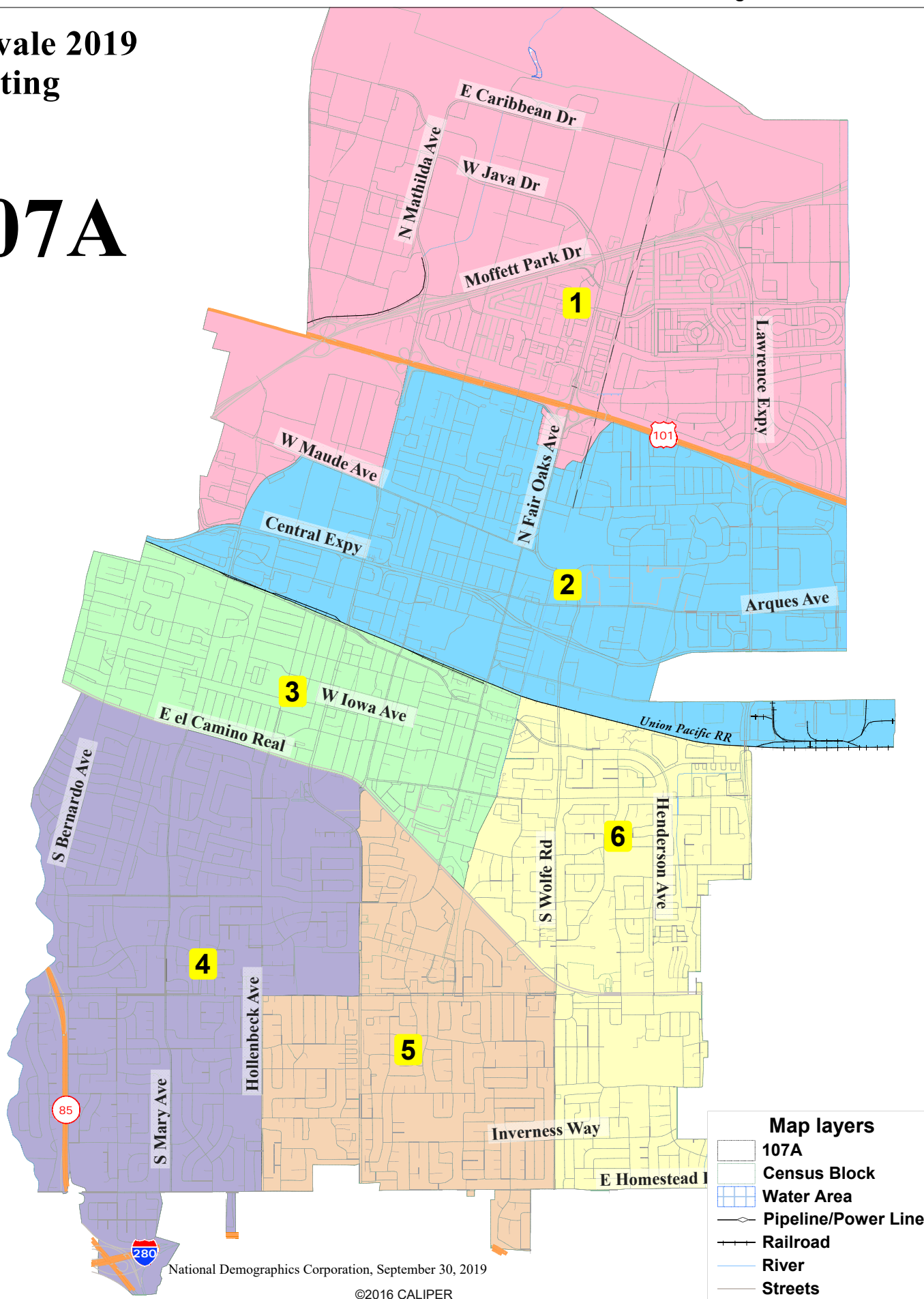


Figure 2 – Maps Participants Could “Live With” Results (Blue Dots)



# Sunnyvale 2019 Districting

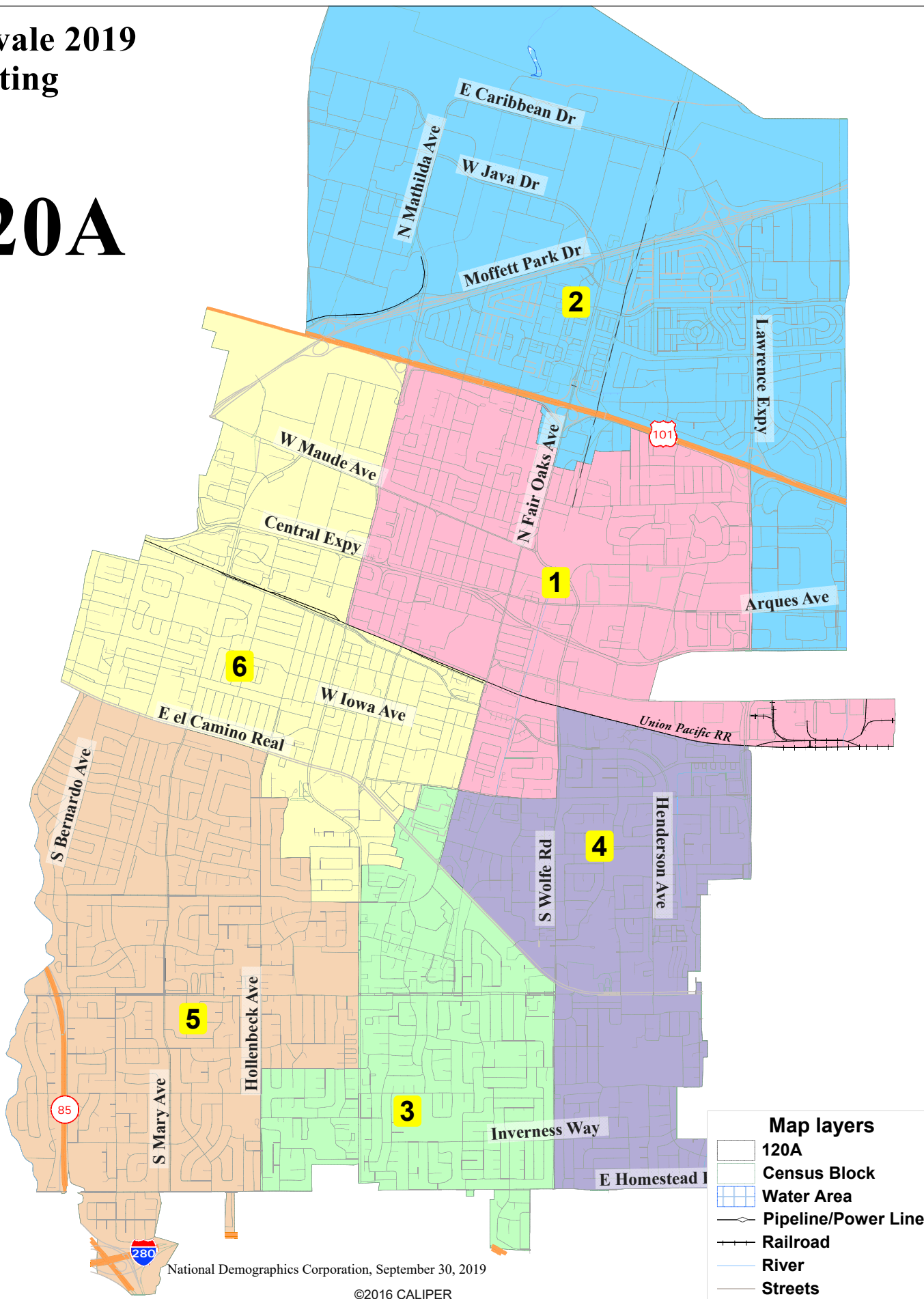
## 107A



City of Sunnyvale - Map 107A (corrected 10/24/2019)								
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%
Citizen Voting Age Pop	% Asian-American	43%	33%	42%	39%	52%	46%	43%
	Total	14,981	12,675	11,709	14,610	11,215	13,056	78,244
	% Hisp	17%	25%	18%	6%	7%	12%	14%
	% NH White	43%	38%	49%	58%	45%	49%	47%
	% NH Black	3%	3%	3%	1%	3%	2%	3%
Voter Registration (Nov 2018)	% Asian/Pac.Isl.	35%	33%	29%	35%	44%	37%	35%
	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%
Voter Turnout (Nov 2018)	% 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%
	Total	6,033	5,425	5,509	9,753	6,590	7,122	40,432
	% Latino est.	21%	22%	14%	5%	6%	9%	12%
Voter Turnout (Nov 2016)	% 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%
ACS Pop. Est.	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%
Age	% NH White est.	50%	48%	55%	67%	61%	59%	58%
	% NH Black est.	4%	4%	4%	1%	3%	3%	3%
	immigrants	44%	47%	50%	39%	57%	50%	48%
	naturalized	42%	33%	30%	50%	38%	38%	38%
	english	46%	39%	40%	54%	37%	41%	43%
Language spoken at home	spanish	16%	26%	16%	4%	5%	8%	12%
	asian-lang	29%	23%	27%	25%	31%	30%	28%
	other lang	10%	12%	17%	17%	27%	20%	17%
Language Fluency	Speaks Eng. "Less than Very Well"	23%	25%	19%	13%	18%	19%	19%
Education (among those age 25+)	hs-grad	39%	31%	30%	24%	23%	27%	29%
	bachelor	25%	29%	29%	34%	35%	31%	30%
	graduatedegree	24%	26%	33%	39%	38%	36%	33%
Child in Household	child-under18	24%	30%	31%	40%	45%	35%	34%
Pct of Pop. Age 16+	employed	67%	74%	69%	60%	64%	65%	67%
Household Income	income 0-25k	12%	9%	12%	7%	8%	8%	9%
	income 25-50k	13%	13%	10%	8%	11%	13%	11%
	income 50-75k	12%	11%	11%	9%	10%	10%	10%
	income 75-200k	46%	46%	45%	37%	44%	43%	44%
	income 200k-plus	18%	21%	23%	38%	28%	26%	25%
Housing Stats	single family	67%	45%	35%	81%	53%	54%	55%
	multi-family	33%	55%	65%	19%	47%	46%	45%
	rented	41%	62%	74%	31%	55%	57%	54%
	owned	59%	38%	26%	69%	45%	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

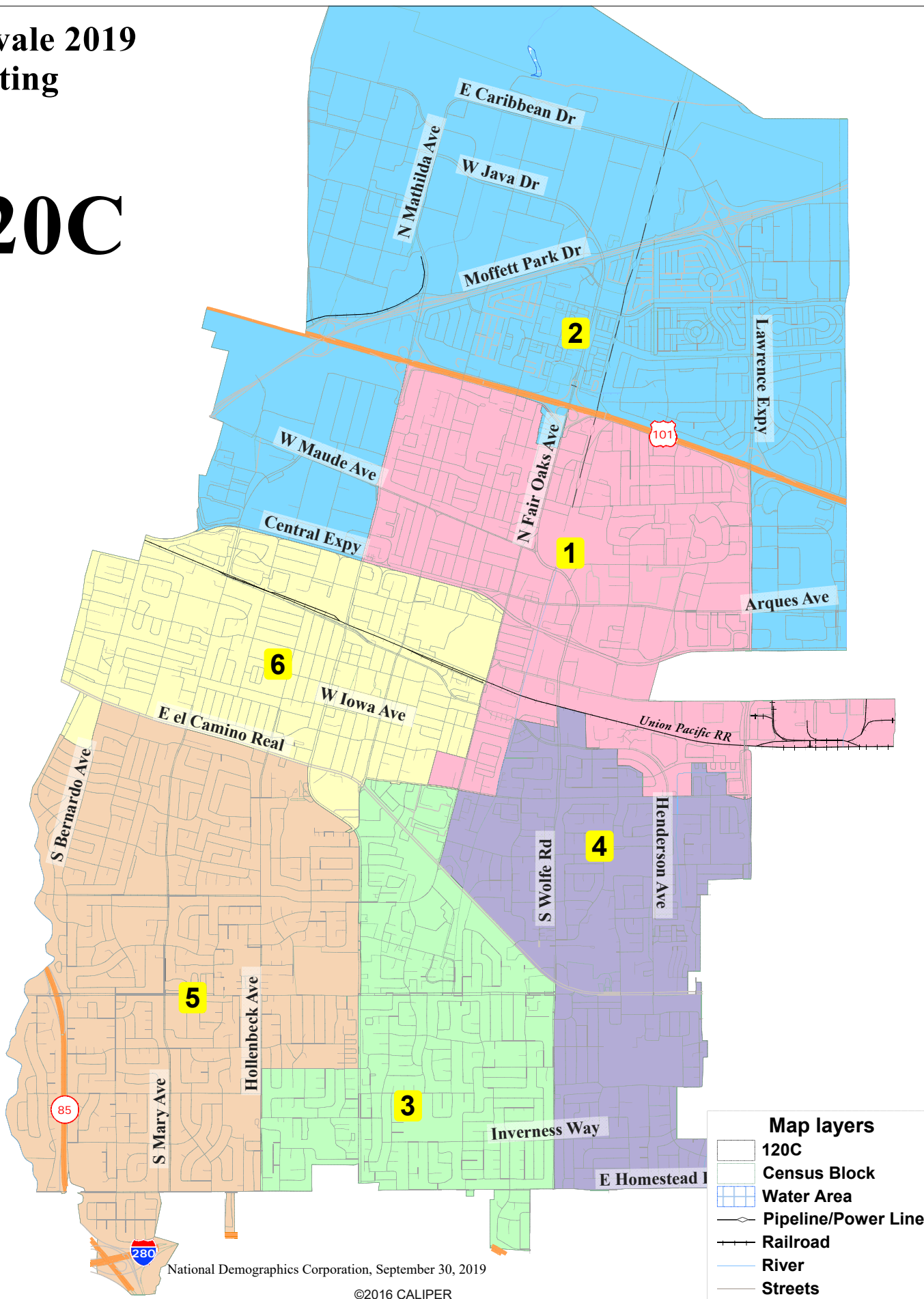
## 120A



City of Sunnyvale - Map 120A (corrected 10/24/2019)								
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	12,065	14,790	10,455	13,593	14,175	13,166	78,244
	% Hisp	26%	18%	7%	14%	5%	15%	14%
	% NH White	36%	44%	43%	48%	58%	51%	47%
	% NH Black	3%	3%	3%	2%	1%	2%	3%
	% Asian/Pac.Isl.	33%	34%	45%	36%	35%	31%	35%
Voter Registration (Nov 2018)	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%
	% 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%
Voter Turnout (Nov 2018)	% NH Black	5%	3%	4%	2%	1%	2%	3%
	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%
Voter Turnout (Nov 2016)	% 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%
ACS Pop. Est.	% Filipino-Surnamed	4%	4%	1%	2%	1%	1%	2%
	% NH White est.	45%	49%	59%	60%	67%	59%	58%
	% NH Black est.	5%	5%	3%	2%	1%	3%	3%
	Total	24,318	25,528	25,731	25,720	24,400	26,095	151,793
Age	age0-19	22%	19%	27%	23%	27%	22%	23%
	age20-60	66%	63%	58%	61%	51%	65%	61%
	age60plus	11%	18%	15%	16%	22%	13%	16%
Immigration	immigrants	47%	43%	57%	51%	40%	47%	48%
	naturalized	32%	43%	36%	37%	51%	32%	38%
Language spoken at home	english	38%	45%	36%	40%	53%	44%	43%
	spanish	26%	17%	6%	8%	4%	14%	12%
	asian-lang	24%	29%	31%	31%	26%	25%	28%
	other lang	12%	8%	27%	21%	18%	16%	17%
Language Fluency	Speaks Eng. "Less than Very Well"	25%	23%	18%	19%	13%	18%	19%
Education (among those age 25+)	hs-grad	31%	40%	23%	27%	24%	29%	29%
	bachelor	28%	25%	35%	31%	34%	30%	30%
	graduatedegree	26%	23%	38%	35%	39%	35%	33%
Child in Household	child-under18	31%	25%	44%	35%	41%	29%	34%
Pct of Pop. Age 16+	employed	73%	67%	64%	65%	60%	69%	67%
Household Income	income 0-25k	9%	12%	8%	9%	8%	10%	9%
	income 25-50k	15%	13%	10%	12%	8%	9%	11%
	income 50-75k	11%	12%	9%	10%	10%	10%	10%
	income 75-200k	44%	45%	45%	44%	37%	45%	44%
	income 200k-plus	20%	17%	27%	25%	38%	26%	25%
Housing Stats	single family	46%	68%	51%	52%	79%	40%	55%
	multi-family	54%	32%	49%	48%	21%	60%	45%
	rented	62%	40%	57%	59%	32%	68%	54%
	owned	38%	60%	43%	41%	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								

# Sunnyvale 2019 Districting

## 120C

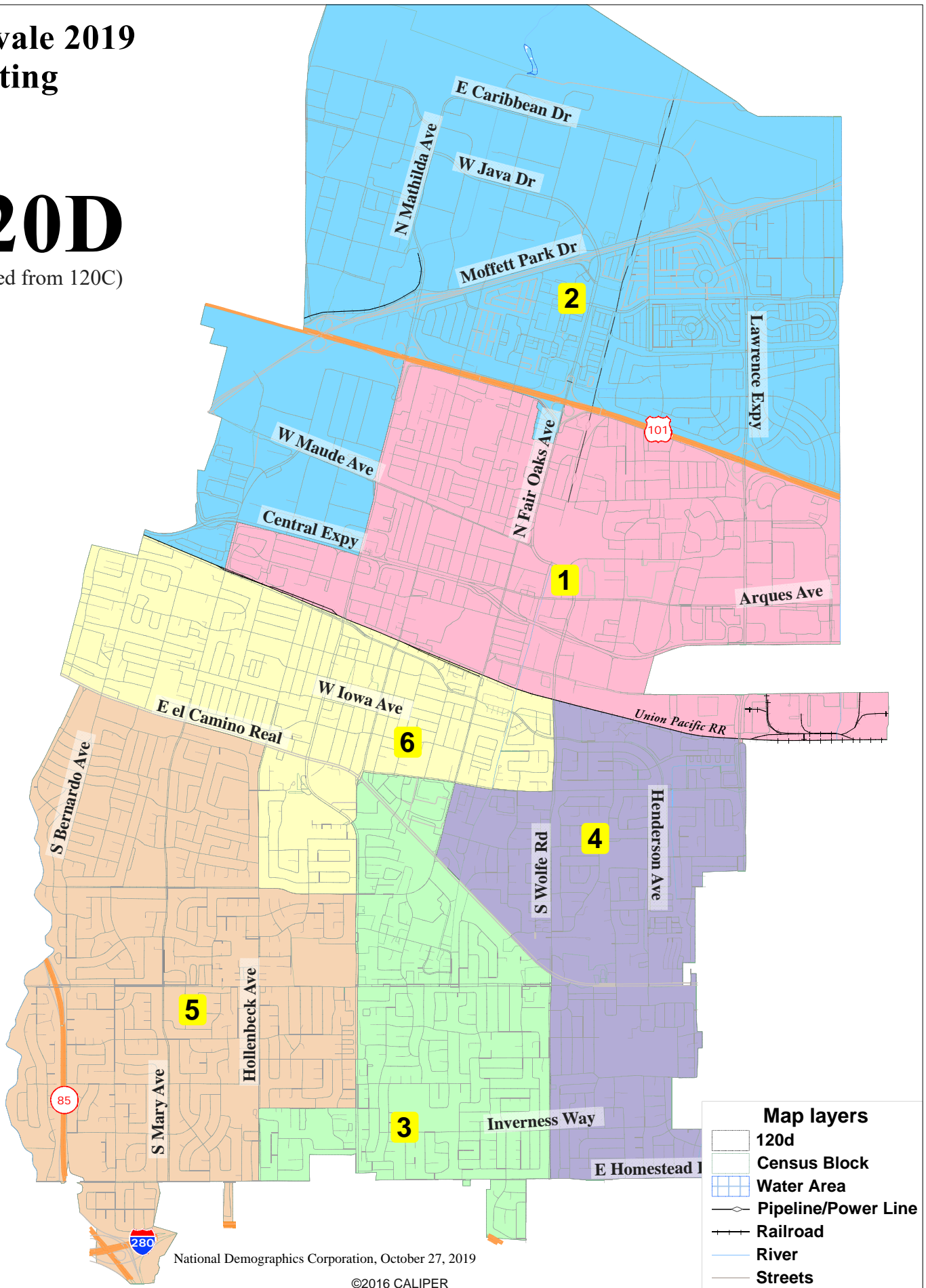




# Sunnyvale 2019 Districting

## 120D

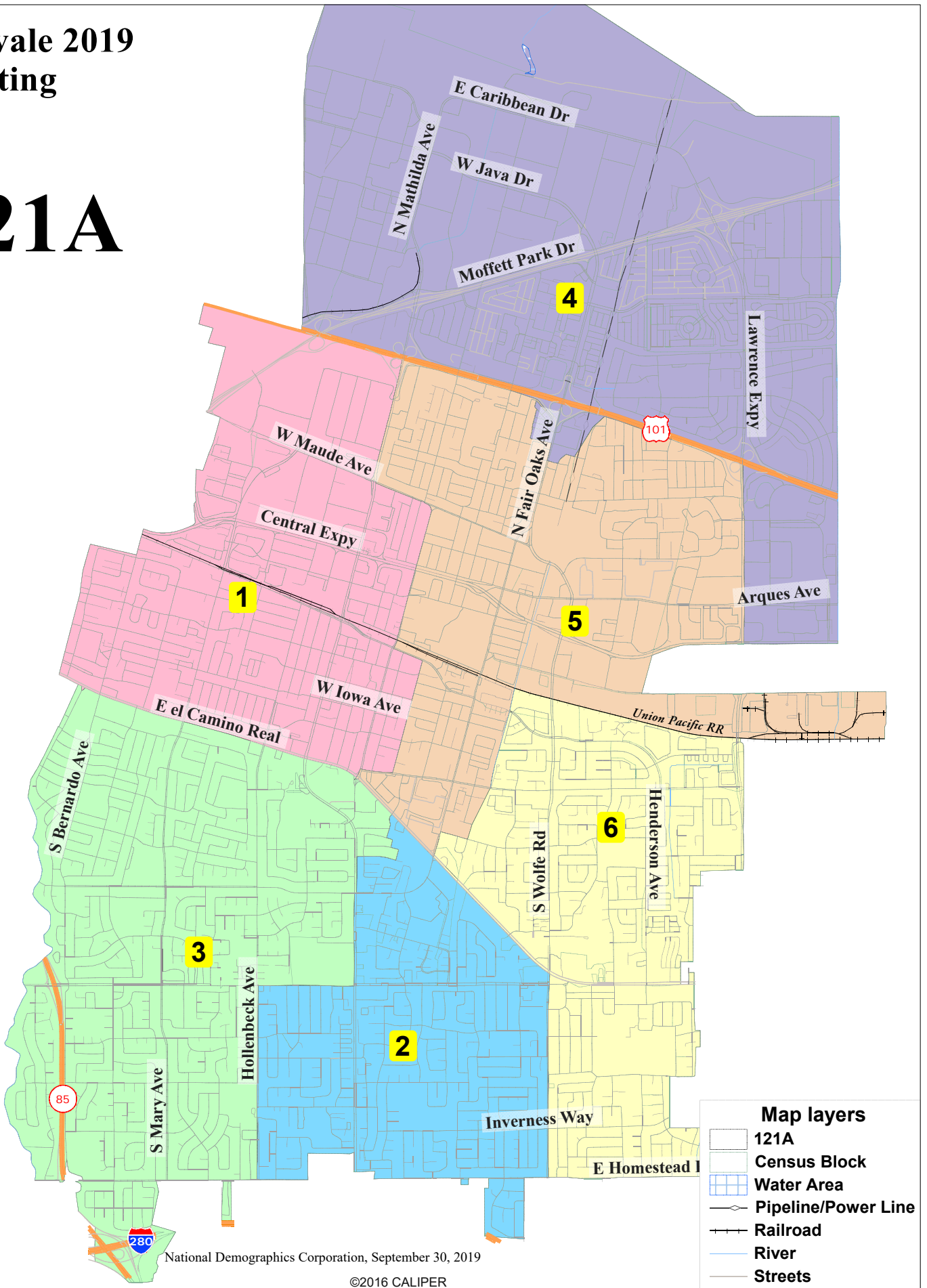
(Refined from 120C)



City of Sunnyvale - Map 120D								
District		1	2	3	4	5	6	Total
	Total Pop	23,301	22,415	23,504	24,218	23,275	23,372	140,085
	Deviation from ideal	-47	-933	156	870	-73	24	1,803
	% Deviation	-0.20%	-4.00%	0.67%	3.73%	-0.31%	0.10%	7.72%
Total Pop	% Hisp	37%	21%	10%	17%	7%	22%	19%
	% NH White	26%	32%	31%	33%	52%	34%	34%
	% NH Black	2%	2%	2%	2%	1%	3%	2%
	% Asian-American	33%	43%	56%	45%	39%	39%	43%
Citizen Voting Age Pop	Total	12,851	14,804	9,981	13,593	14,364	12,652	78,244
	% Hisp	25%	17%	7%	14%	5%	15%	14%
	% NH White	38%	43%	44%	48%	57%	51%	47%
	% NH Black	3%	3%	3%	2%	1%	3%	3%
	% Asian/Pac.Isl.	33%	35%	44%	36%	36%	30%	35%
Voter Registration (Nov 2018)	Total	8,023	8,934	8,022	9,867	12,666	9,276	56,788
	% Latino est.	24%	22%	7%	12%	5%	14%	13%
	% Spanish-Surnamed	22%	20%	6%	10%	4%	13%	12%
	% Asian-Surnamed	17%	18%	30%	25%	26%	21%	23%
	% Filipino-Surnamed	4%	4%	1%	2%	1%	2%	2%
	% NH White est.	50%	52%	58%	60%	67%	60%	59%
	% NH Black	4%	3%	4%	2%	1%	3%	3%
Voter Turnout (Nov 2018)	Total	5,413	6,044	5,633	7,024	9,756	6,561	40,432
	% Latino est.	22%	21%	6%	10%	4%	13%	12%
	% Spanish-Surnamed	20%	18%	6%	9%	4%	12%	11%
	% Asian-Surnamed	16%	16%	28%	23%	25%	20%	22%
	% Filipino-Surnamed	4%	4%	1%	2%	1%	2%	2%
	% NH White est.	54%	56%	61%	64%	69%	63%	62%
	% NH Black	4%	4%	4%	2%	1%	3%	3%
Voter Turnout (Nov 2016)	Total	7,459	8,171	6,856	8,397	11,612	8,090	50,585
	% Latino est.	23%	20%	7%	11%	5%	14%	13%
	% Spanish-Surnamed	21%	18%	6%	10%	4%	12%	11%
	% Asian-Surnamed	16%	16%	28%	23%	24%	20%	21%
	% Filipino-Surnamed	4%	4%	1%	2%	1%	1%	2%
	% NH White est.	48%	50%	59%	60%	67%	57%	58%
	% NH Black est.	4%	5%	3%	2%	2%	4%	3%
ACS Pop. Est.	Total	25,604	25,262	25,245	25,720	24,616	25,344	151,793
Age	age0-19	22%	18%	27%	23%	27%	23%	23%
	age20-60	67%	64%	58%	61%	51%	63%	61%
	age60plus	11%	18%	15%	16%	22%	14%	16%
Immigration	immigrants	47%	44%	57%	51%	41%	46%	48%
	naturalized	33%	41%	35%	37%	50%	33%	38%
Language spoken at home	english	39%	46%	36%	40%	52%	44%	43%
	spanish	27%	15%	6%	8%	3%	15%	12%
	asian-lang	23%	29%	32%	31%	26%	26%	28%
	other lang	11%	10%	27%	21%	18%	15%	17%
Language Fluency	Speaks Eng. "Less than Very Well"	26%	22%	18%	19%	14%	19%	19%
Education (among those age 25+)	hs-grad	32%	38%	23%	27%	24%	30%	29%
	bachelor	28%	26%	35%	31%	34%	29%	30%
	graduatedegree	25%	25%	39%	35%	38%	34%	33%
Child in Household	child-under18	31%	23%	44%	35%	41%	31%	34%
Pct of Pop. Age 16+	employed	74%	67%	64%	65%	61%	69%	67%
Household Income	income 0-25k	9%	11%	8%	9%	8%	10%	9%
	income 25-50k	13%	13%	10%	12%	9%	10%	11%
	income 50-75k	11%	12%	9%	10%	10%	11%	10%
	income 75-200k	46%	46%	45%	44%	37%	43%	44%
	income 200k-plus	21%	18%	27%	25%	37%	26%	25%
Housing Stats	single family	46%	67%	50%	52%	78%	43%	55%
	multi-family	54%	33%	50%	48%	22%	57%	45%
	rented	62%	41%	58%	59%	34%	66%	54%
	owned	38%	59%	42%	41%	66%	34%	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								

# Sunnyvale 2019 Districting

# 121A



City of Sunnyvale - Map 121A (corrected 10/24/2019)								
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	12,207	11,054	14,770	14,550	12,045	13,617	78,244
	% Hisp	18%	7%	6%	18%	23%	14%	14%
	% NH White	48%	45%	58%	44%	38%	48%	47%
	% NH Black	2%	3%	1%	3%	4%	2%	3%
Voter Registration (Nov 2018)	% Asian/Pac.Isl.	31%	44%	34%	34%	34%	36%	35%
	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%
Voter Turnout (Nov 2018)	% Filipino-Surnamed	2%	1%	1%	4%	4%	2%	2%
	% 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%
Voter Turnout (Nov 2016)	% Spanish-Surnamed	13%	5%	5%	19%	20%	8%	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%	51%	64%	62%
	% NH Black	2%	3%	1%	4%	6%	2%	3%
ACS Pop. Est.	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%
	% Asian-Surnamed	19%	28%	23%	16%	17%	24%	21%
	% Filipino-Surnamed	1%	1%	1%	4%	4%	2%	2%
Age	% NH White est.	58%	60%	67%	49%	45%	59%	58%
	% NH Black est.	4%	3%	1%	5%	4%	3%	3%
	Total	24,322	24,767	25,715	25,105	26,439	25,446	151,793
	age0-19	21%	27%	27%	18%	23%	23%	23%
	age20-60	67%	57%	50%	63%	65%	61%	61%
Immigration	age60plus	12%	15%	22%	18%	12%	16%	16%
	immigrants	48%	57%	39%	43%	49%	50%	48%
Language spoken at home	naturalized	31%	38%	50%	43%	31%	37%	38%
	english	43%	37%	54%	46%	38%	41%	43%
	spanish	16%	5%	4%	17%	25%	8%	12%
	asian-lang	25%	31%	25%	29%	24%	31%	28%
Language Fluency	other lang	16%	27%	17%	8%	13%	21%	17%
	Speaks Eng. "Less than Very Well"	19%	18%	13%	23%	25%	19%	19%
Education (among those age 25+)	hs-grad	28%	24%	24%	40%	32%	27%	29%
	bachelor	30%	35%	34%	25%	28%	31%	30%
	graduatedegree	35%	38%	39%	23%	26%	36%	33%
Child in Household	child-under18	28%	45%	40%	24%	32%	35%	34%
Pct of Pop. Age 16+	employed	71%	64%	60%	67%	72%	65%	67%
Household Income	income 0-25k	9%	8%	7%	12%	12%	9%	9%
	income 25-50k	9%	11%	8%	13%	14%	12%	11%
	income 50-75k	10%	10%	9%	12%	12%	10%	10%
	income 75-200k	47%	43%	37%	45%	44%	44%	44%
	income 200k-plus	26%	28%	38%	17%	19%	26%	25%
Housing Stats	single family	38%	53%	81%	69%	42%	53%	55%
	multi-family	62%	47%	19%	31%	58%	47%	45%
	rented	69%	55%	32%	40%	67%	58%	54%
	owned	31%	45%	68%	60%	33%	42%	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,

**Sunnyvale 2019 Districts  
Plan Submitter Comments**

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**

- 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

NDC

**Sunnyvale 2019 Districts  
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Naomi Nakano-Matsumoto – D5  
Beth Claywell - D5  
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.

NDC

**Sunnyvale 2019 Districts  
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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.

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**

NDC

**Sunnyvale 2019 Districts  
Plan Submitter Comments**

**129 Herbert Barchie**

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.

NDC

**Sunnyvale 2019 Districts  
Plan Submitter Comments**

**120C 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.

**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.

**120D Unity Group**

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 over many months to create a map that meets the needs of all our communities. We have responded to Council's request for smoother lines and revised Unity Map 120C to create a Final Unity Map that follows major roads and keeps communities of interest whole.

## Proposed Map Sequencing

<b>Map</b>	<b>Districts</b>	<b>Districts</b>	<b>Notes</b>
	<b>2020 Election</b>	<b>2020 Election</b>	
107A	5, 3, 6	1, 2, 3	random sequencing
120A	1, 2, 3	4, 5, 6	proposed by submitter
120C	1, 2, 3	4, 5, 6	proposed by submitter
120D	1, 2, 3	4, 5, 6	proposed by submitter
121A	1, 4, 5	2, 3, 6	proposed by submitter



# City of Sunnyvale

## Agenda Item

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19-1162

Agenda Date: 11/5/2019

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### REPORT TO COUNCIL

#### **SUBJECT**

Introduce an Ordinance Amending Chapters 19.20 (Commercial Zoning Districts), 19.22 (Industrial Zoning Districts), and 19.24 (Office and Public Facilities Zoning Districts) and Adopt a Resolution to Amend the Land Use and Transportation Element of the General Plan to Clarify the Allowance of Residential Uses in Non-Residential Zoning Districts and Find that the Action is Exempt from the California Environmental Quality Act

#### **SUMMARY OF COMMISSION ACTION**

The Planning Commission considered this item on October 28, 2019 and voted 6-0 to recommend to the City Council the staff recommendation in Alternative 1.

Staff gave a presentation and the Commissioners asked clarifying questions and voiced support for the ordinance changes. No members of the public made comments on the item.

#### **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. Introduce an Ordinance Amending Chapters 19.20 (Commercial Zoning Districts), 19.22 (Industrial Zoning Districts), and 19.24 (Office and Public Facilities Zoning Districts) (Attachment 3 to this report) and Adopt a Resolution to Amend the Land Use and Transportation Element of the General Plan to Clarify the Allowance of Residential Uses in Non-Residential Zoning Districts (Attachment 2 to this report) and Find that the Action is Exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.
2. Introduce an Ordinance and/or Amend the Land Use and Transportation Element of the General Plan with modifications and Find that the Action is Exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.
3. Take no action and do not amend the Sunnyvale Municipal Code or the Land Use and Transportation Element of the General Plan.

#### **STAFF RECOMMENDATION**

Alternative 1: Introduce an Ordinance Amending Chapters 19.20 (Commercial Zoning Districts),

19.22 (Industrial Zoning Districts), and 19.24 (Office and Public Facilities Zoning Districts) (Attachment 3 to the report) and Adopt a Resolution to Amend the Land Use and Transportation Element of the General Plan to Clarify the Allowance of Residential Uses in Non-Residential Zoning Districts (Attachment 2 to the report) and Find that the Action is Exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

The housing crisis was mentioned as the impetus for the numerous recent State housing bills. The bills state that cities are not providing sufficient opportunity for housing. Unfortunately, many cities do not provide their fair share of residential opportunities. The City of Sunnyvale is clearly not one of those cities. As described in the Report to the Planning Commission (Attachment 1), the City is pursuing several approaches to increasing the housing number, most focused on transit locations. Given the very aggressive, yet balanced approach Sunnyvale is taking in providing more opportunities for housing, it is important to ensure each resident has opportunities to access retail, employment, worship and community gathering, and all types of commercial businesses in the City. One method of ensuring this is to protect the limited areas zoned for those uses is to clarify the zoning code for what is allowed in those areas.

The City will be better protected from the potential for residential development being established near incompatible uses or removing conveniently located retail/commercial and public facilities sites. Residential uses can still be considered by looking at the larger land use perspective through a General Plan Amendment or rezoning. The current Use Permit process may not allow the City to deny a project in some of the non-residential zoning districts. The modifications to the Sunnyvale Municipal Code also clarifies existing practices, and allowances for caretaker's units in non-residential zoning districts. Furthermore, the changes to the LUTE create consistency between the two documents and leave no loophole for a housing developer to propose a residential use in an area that may not be suitable for that use.

Prepared by: Amber Blizinski, Principal Planner

Reviewed by: Andrew Miner, Assistant Director, Community Development

Reviewed by: Trudi Ryan, Director, Community Development

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

### **ATTACHMENTS**

1. Report to Planning Commission 19-1093, October 28, 2019 (without attachments)
2. Resolution to Amend the Land Use and Transportation Element of the Sunnyvale General Plan
3. Draft Ordinance
4. Link to SB 330

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

5. Excerpt of Draft Minutes of the Planning Commission Meeting of October 28, 2019



# City of Sunnyvale

## Agenda Item

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19-1093

Agenda Date: 10/28/2019

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### REPORT TO PLANNING COMMISSION

#### **SUBJECT**

Forward a Recommendation to the City Council to Introduce an Ordinance Amending Chapters 19.20 (Commercial Zoning Districts), 19.22 (Industrial Zoning Districts), and 19.24 (Office and Public Facilities Zoning Districts) and Adopt a Resolution to Amend the Land Use and Transportation Element of the General Plan to Clarify the Allowance of Residential Uses in Non-Residential Zoning Districts and Find that the Action is Exempt from the California Environmental Quality Act

#### **BACKGROUND**

The Sunnyvale Municipal Code currently allows the consideration of residential uses in the C-1 (Neighborhood Business), C-3 (Regional Business), M-S (Industrial and Service), M-S/POA (Industrial and Service/Place of Assembly), M-3 (General Industrial), and P-F (Public Facilities) zoning districts through the request of a Use Permit. Residential uses are rarely approved in these districts without rezoning the parcel(s) to a residential designation, except in conjunction with the primary use (such as a caretaker's unit on a site with a religious use or a self-storage facility).

The purpose of the proposed amendments is to preserve the City's ability to regulate residential development in the specified commercial, industrial, and public facilities zoning districts. California Senate Bill 330 (Attachment 4), which was signed on October 9, 2019, and goes into effect on January 1, 2020, prohibits local jurisdictions from "downzoning" or denying applications for residential development on parcels where residential uses were allowed by the existing zoning or General Plan designations. While it is unclear if SB 330 would apply to non-residential zoning districts that only allow residential uses with a Use Permit, the wording of the law is concerning. Therefore, staff believes it is prudent for Sunnyvale to make reasonable changes that clarify intent and past practice ahead of the January 1, 2020 deadline for the non-residential zoning districts. In this case, the allowance of residential uses in the above-mentioned non-residentially zoned property with a use permit may be interpreted as an allowed use, which could create a condition where the City could not deny that request.

Staff recommends amending the above-mentioned permitted use tables and associated descriptions in the Land Use and Transportation Element (LUTE) to clarify that a caretaker's unit (a residential use ancillary to a primary use) is the only type of residential use the City will consider in these zoning districts without a formal request for a General Plan Initiation (GPI), or in the case of some C-1 properties, a rezoning to C-2 (Highway Business) designation (where limited residential uses are allowed).

These changes will not impact the City's Housing Element or reduce the sites identified for residential development in the City's housing inventory.

The City Council is scheduled to consider this item on November 5, 2019.

## **EXISTING POLICY**

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

#### **Goal LT-11 SUPPORTIVE ECONOMIC DEVELOPMENT ENVIRONMENT**

Facilitate an economic development environment that supports a wide variety of businesses and promotes a strong economy within existing environmental, social, fiscal, and land use constraints.

- Policy LT-11.3: Promote business opportunities and business retention in Sunnyvale.
- Policy LT-12.7: Maintain an adequate supply of land zoned for office, industrial, and retail development to meet projected needs.

**GOAL LT-7 DIVERSE HOUSING OPPORTUNITIES** - Ensure the availability of ownership and rental housing options with a variety of dwelling types, sizes, and densities that contribute positively to the surrounding area and the health of the community.

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

**GOAL LT-11 SUPPORTIVE ECONOMIC DEVELOPMENT ENVIRONMENT** - Facilitate an economic development environment that supports a wide variety of businesses and promotes a strong economy within existing environmental, social, fiscal, and land use constraints.

**GOAL LT-12 A BALANCED ECONOMIC BASE** - Develop a balanced economic base that can resist downturns of any one industry and provides revenue for City services.

- Policy LT-12.5: Encourage land uses that generate revenue while preserving a balance with other community needs, such as housing.
- Policy LT-12.7: Maintain an adequate supply of land zoned for office, industrial, and retail development to meet projected needs.
- Policy LT-12.8: Provide quality neighborhood, community, and regional retail centers/uses to meet the needs of residents.

**GOAL LT-13 PROTECTED, MAINTAINED, AND ENHANCED COMMERCIAL AREAS, SHOPPING CENTERS, AND BUSINESS DISTRICTS** - Achieve attractive commercial centers and business districts and buildings that are maintained and allow a full spectrum of businesses that operate unencumbered.

- Policy LT-13.1: Identify valuable physical characteristics and business aspects, and protect the uniqueness and integrity of all business areas and districts.

## **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 15061(b)(3) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. The proposed amendments to the LUTE and Municipal Code are intended to clarify that residential development projects are not permitted by right in these non-residential zoning districts. The amendments will not authorize any development activity that could have an environment impact.

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## **DISCUSSION**

The City's land use pattern was established to ensure a healthy mix of uses, compatible development pattern, protection of use types, and the creation of neighborhoods. For example, it was not intended for residential uses to be incorporated in industrial areas due to potential compatibility issues; the intent was to maintain an area for industrial uses to operate away from more sensitive uses, such as residential.

Large portions of the City are zoned for residential and with more limited areas zoned for non-residential uses to maximize the residential opportunities and provide a reasonable amount of non-residential uses. For instance, the amount of land with the C-1 designation is very small in comparison to those areas zoned residential. Given that comparison, it is important to maintain those fewer neighborhood commercial areas to provide the mix of uses and convenient locations desirable for a healthy city.

In the past, the City could use the Use Permit application process to evaluate residential uses and surrounding compatibility to determine whether a project should be approved or denied. The Zoning Code allowance of a residential use with a Use Permit was a discretionary act, one where the permit could be denied if determined it was an inappropriate use for the area. Recent amendments to the California Government Code associated with SB 330 now create confusion on whether a jurisdiction could use the Use Permit process to evaluate, and ultimately deny, a housing project in the City. The concern is that SB 330 would determine that a residential use with a Use Permit is a permitted use, one that could not be rejected.

The new language associated with SB 330 goes into effect on January 1, 2020, and although the State has said it will release a technical document on the bill's language before January 1, 2020, it will not be released in enough time for the City to pass an ordinance that would go into effect prior to the deadline. Therefore, the following action is recommended to maintain land use authority for these types of situations:

- Amend the permitted use tables in the Neighborhood Business (C-1), Regional Business (C-3), Industrial and Service (M-S), Industrial and Service/Place of Assembly (M-S/POA), General Industrial (M-3), and Public Facilities (P-F) zoning districts (Attachment 3) to limit residential uses to a caretaker's unit, ancillary to the primary use.

The zoning code modifications (draft ordinance in Attachment 3) also requires amendments to the Land Use and Transportation Element of the General Plan to clarify the intent and create consistency between the zoning code and the General Plan (draft resolution in Attachment 2).

These modifications would prohibit a property owner from applying to develop a non-residentially zoned property to residential; residential development would only be allowed through the General Plan Amendment process (or through a rezoning on commercially zoned sites where the General Plan map shows the opportunity for a Village Center). This clarifying language is appropriate since the land use pattern expected in each district would be respected and only changed if City Council determines the change is compatible and warranted.

## **Commercial Zoning Districts**

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The proposed permitted use table amendments discussed in this report for commercial zoning districts only apply to properties that are zoned C-1 and C-3. C-2 (Highway Business) zoned properties, mainly those along El Camino Real, will continue to allow residential uses through the Use Permit process, but will likely be modified or updated with the future adoption of the El Camino Real Corridor Specific Plan in mid-2020. C-3 (Regional Business) currently has no properties with this zoning designation; however, since it is still mentioned in the Sunnyvale Municipal Code staff is modifying the allowance to match that of C-4, which already only allows caretaker's units, and as proposed for C-1. In addition, staff is also recommending modifying the LUTE to provide consistency.

The LUTE specifies most of the larger C-1 zoned properties as potential Village Centers, which will likely contain residential uses in the future. However, before these properties can support residential uses a specific or area plan must be processed for the individual areas, or properties, and a rezoning to a mixed-use designation must occur. Therefore, the modifications proposed today do not hinder an applicant from proceeding with that process, which is already consistent with the language in the LUTE.

#### Industrial Zoning Districts

Industrial areas are permitted to contain uses that are not compatible with sensitive receptors such as residential and school uses, such as those that use hazardous materials in their day to day operations. However, the City has allowed a caretaker's unit on a few properties zoned M-S/POA, most commonly in conjunction with a religious use. Allowing non-caretaker residential development projects in industrial zoning districts (M-S, M-S/POA, or M-3) would be better analyzed through the GPI process or as part of an area plan. This modification also requires staff to make minor modifications to the LUTE to ensure the two documents are consistent.

#### Public Facilities Zoning District

The purpose of the public facilities zoning district is for the use and occupancy of governmental, public utility, educational buildings and facilities, and other uses compatible with the public character. Staff has received applications for residential uses (none approved) on P-F zoned properties in recent history, but those were submitted through the GPI process and not through a Use Permit request. Therefore, modifying the P-F permitted use table to only allow for a caretaker's unit, but still allowing applicants to request a General Plan Amendment (GPA) through the GPI process is consistent with current practices.

#### **Current City Efforts for Residential**

Staff understands the importance of balancing an increase in the housing supply in the City and the need to preserve service commercial and industrial zoning for uses where that is the only location in the City they can locate. The City has taken several steps to increase the number of housing units in the City. The following are current and recent efforts to increase the housing supply in the City:

- The 2017 LUTE planned for growth of **12,800** housing units throughout the City.
  - There are currently over **5,000** net new housing units in the development pipeline (inclusive of applications with pending Planning approval, projects which recently were approved, applications in building permit plan check and projects under construction);
- Several area plans located at significant transit locations are under review; updates to these plans could further increase the number of residential units in the City, especially at transit-rich locations. The maximum number of units being considered for addition to the plans (above the currently adopted 12,800 in the General Plan and Specific Plans) include:

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- **Downtown Specific Plan** update: **750** additional units;
- Lawrence Station Area Plan update: 2,323 units allowed in adopted Plan and LUTE, plus an additional **3,607** being studied for a total of 5,930;
- **El Camino Real Specific Plan** update: The 2017 LUTE would allow an additional 4,200 housing units over existing along El Camino Real; the “Residential Plus” alternative will consider a potential of an additional **2,700** residential units along this transit corridor;
- **Moffett Park Specific Plan** update: will consider adding residential units to the plan area.

### **FISCAL IMPACT**

The modifications to the Sunnyvale Municipal Code as described in this report will have no fiscal impact on the City.

### **PUBLIC CONTACT**

Public contact regarding this item was made through posting the agenda for the Planning Commission on the City’s official notice bulletin board outside City Hall and by making the agenda and report available at the Sunnyvale Public Library and on the City’s website and with publication in the *Sun* newspaper, at least 10 days prior to the hearing.

### **ALTERNATIVES**

Forward a Recommendation to the City Council to:

1. Introduce an Ordinance Amending Chapters 19.20 (Commercial Zoning Districts), 19.22 (Industrial Zoning Districts), and 19.24 (Office and Public Facilities Zoning Districts) (Attachment 3 to this report) and Adopt a Resolution to Amend the Land Use and Transportation Element of the General Plan to Clarify the Allowance of Residential Uses in Non-Residential Zoning Districts (Attachment 2 to this report) and Find that the Action is Exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.
2. Introduce an Ordinance and/or Amend the Land Use and Transportation Element of the General Plan with modifications and Find that the Action is Exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.
3. Take no action and do not amend the Sunnyvale Municipal Code or the Land Use and Transportation Element of the General Plan.

### **RECOMMENDATION**

Recommend to City Council, Alternative 1: Introduce an Ordinance Amending Chapters 19.20 (Commercial Zoning Districts), 19.22 (Industrial Zoning Districts), and 19.24 (Office and Public Facilities Zoning Districts) (Attachment 3 to the report) and Adopt a Resolution to Amend the Land Use and Transportation Element of the General Plan to Clarify the Allowance of Residential Uses in Non-Residential Zoning Districts (Attachment 2 to the report) and Find that the Action is Exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

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The housing crisis was mentioned as the impetus for the numerous recent State housing bills. The bills state that cities are not providing sufficient opportunity for housing. Unfortunately, many cities do not provide their fair share of residential opportunities. The City of Sunnyvale is clearly not one of those cities. As described above, the City is pursuing several approaches to increasing the housing number, most focused on transit locations. Given the very aggressive, yet balanced approach Sunnyvale is taking in providing more opportunities for housing, it is important to ensure each resident has opportunities to access retail, employment, worship and community gathering, and all types of commercial businesses in the City. One method of ensuring this is to protect the limited areas zoned for those uses is to clarify the zoning code for what is allowed in those areas.

The City will be better protected from the potential for residential development being established near incompatible uses or removing conveniently located retail/commercial and public facilities sites. Residential uses can still be considered by looking at the larger land use perspective through a General Plan Amendment or rezoning. The current Use Permit process may not allow the City to deny a project in some of the non-residential zoning districts. The modifications to the Sunnyvale Municipal Code also clarifies existing practices, and allowances for caretaker's units in non-residential zoning districts. Furthermore, the changes to the LUTE create consistency between the two documents and leave no loophole for a housing developer to propose a residential use in an area that may not be suitable for that use.

Prepared by: Amber Blizinski, Principal Planner

Reviewed by: Andrew Miner, Assistant Director, Community Development

Reviewed by: Trudi Ryan, Director, Community Development

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

### **ATTACHMENTS**

1. Reserved for Report to Council
2. Resolution to Amend the Land Use and Transportation Element of the Sunnyvale General Plan
3. Draft Ordinance
4. Link to SB 330

DRAFT 10/17/19 *RLM*

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SUNNYVALE AMENDING CERTAIN PROVISIONS OF THE  
LAND USE AND TRANSPORTATION ELEMENT OF THE  
GENERAL PLAN**

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WHEREAS, California law requires that every city prepare and adopt a long-term, comprehensive General Plan for its future development that sets forth an integrated and internally consistent statement of goals, objectives, policies and programs to guide decisions regarding the physical development of the City; and

WHEREAS, on April 11, 2017, the City Council adopted an updated Land Use and Transportation Element (LUTE) of the General Plan, which establishes the fundamental framework of how streets and buildings in the City of Sunnyvale will be laid out and how various land use, development, and transportation facilities will function together; and

WHEREAS, the LUTE works in conjunction with the City's Zoning Code (codified as Title 19 of the Sunnyvale Municipal Code), regulates the types of uses allowed in various areas of the City, including areas intended for residential, commercial, industrial, office, and public facilities uses; and

WHEREAS, the Zoning Code generally provides that various uses in a given area are either permitted, prohibited, or may be allowed only at the City's discretion through the issuance of a Use Permit or other discretionary permit; and

WHEREAS, the City has typically allowed only limited residential uses in certain commercial, industrial, and public facilities zones in conjunction with permitted use, such as a caretaker residence at a self-storage facility or a minister's residence at a church; and

WHEREAS, cities, especially charter cities, have historically had broad discretion to approve, deny, or condition the issuance of discretionary use permits, thus, the City's General Plan and Zoning Code have not specified in detail what limitations residential uses are allowed only with a use permit in commercial, industrial, and public facilities zones; and

WHEREAS, on October 9, 2019, the Governor of California signed SB 330, the Housing Crisis Act of 2019, which, after it goes into effect on January 1, 2020, will limits cities' discretion to "down zone" or place other limitations on residential development of parcels where residential uses were allowed by the City's General Plan or zoning designations as of January 1, 2018; and

WHEREAS, to ensure that the City will continue have the authority to preserve commercial, industrial, and public facilities uses, certain provisions in the Zoning Code and associated descriptions of uses allowed in those zones as stated in the LUTE need to be clarified; and

WHEREAS, this action does not affect the amount of housing that the City has planned for in the Housing Element to meet the City's Regional Housing Needs Allocation nor the sites identified as suitable for housing in the City's housing inventory;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sunnyvale as follows:

1. The City Council finds this action is not a "project" within the meaning of the California Environmental Quality Act because it can be seen with certainty that there is no possibility that the action will have a physical impact on the environment (CEQA Guidelines, Section 15061(b)(3)).

2. Page 3-89 of the Land Use and Transportation Element is amended to read:

"Commercial, Office, and Industrial Designations

"These designations preserve areas for retail, commercial services, offices, research and development, and manufacturing facilities. These areas should generally be preserved for appropriate nonresidential uses. ~~However, except in industrial areas, residential uses may be considered when the site is not isolated, is located within one quarter mile of an existing residential neighborhood, and when adequate residential services are available in close proximity (e.g., retail, parks, and schools).~~

"Commercial

"This designation supports retail and retail service uses. Restaurants, entertainment, and small offices may be considered in this designation. Commercial designations are typically located at major intersections or along expressways, major arterials, or freeway frontage roads.

"Three zoning districts are consistent with this designation, and each provides for a distinct subset of commercial uses. The C-1 (Neighborhood Business) zoning district allows low-scale neighborhood-serving commercial uses such as grocery stores, retail, personal services, recreational studios, and tutoring. Residential uses may be considered through a General Plan Initiation, or in some cases a rezoning, but only if the site is not isolated and when adequate residential services (e.g., retail, parks, and schools) are available nearby. The C-2 (Highway Business) zoning district is typically located along regionally significant roads such as El Camino Real, Wolfe Road, or Fair Oaks Avenue. "Big-box" retailers, auto dealers, and hotels are permitted in this zoning district. In this zoning district, residential uses may be considered when found compatible with surrounding uses and when adequate residential services are available nearby. The C-4 zoning district provides for commercial service, including

auto repair, other service shops, and self-storage and is typically located near industrial neighborhoods.”

3. LUTE Page 3-90 of the Land Use and Transportation Element is amended to read:

“Industrial

“This designation provides for research and development, manufacturing, office, and heavy industrial uses and is found in the north half of the planning area (Evelyn Avenue and north). Retail uses that serve the industrial area or the entire community (e.g., restaurants, warehouse shopping, home improvement) may be considered appropriate. Places of assembly, ~~residential development~~, and other uses with sensitive receptors and uses that may restrict the industrial purpose of the area are limited or prohibited in these areas. Industrial areas generally allow 35% FAR with particular areas designated for more intensive development.

“Certain existing industrial areas have been planned to transition to residential uses. Those Industrial-to-Residential (ITR) areas now have a General Plan designation of Medium Density Residential or High Density Residential.

“The City also maintains a limited pool of available square footage that may be applied to projects/sites in industrial areas that request higher floor area ratios and provide desired community benefits, including participation in the Green Building Program.”

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:

\_\_\_\_\_  
REBECCA L. MOON, Sr. Assistant City Attorney

## ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF SUNNYVALE  
AMENDING SECTION 19.20.030 (COMMERCIAL ZONING  
DISTRICTS TABLE), SECTION 19.22.030 (INDUSTRIAL  
ZONING DISTRICTS TABLE), AND SECTION 19.24.030  
(OFFICE AND PUBLIC FACILITIES ZONING DISTRICTS  
TABLE) OF TITLE 19 (ZONING)

WHEREAS, the City of Sunnyvale desires to amend certain sections of the Sunnyvale Municipal Code Chapters 19.20, 19.22, and 19.24 relating to permitted residential uses in Commercial, Industrial, and Public Facilities zoning districts.

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

SECTION 1. Table 19.20.30 AMENDED. Table 19.20.030 of Chapter 19.20 (Commercial Zoning Districts) of Title 19 (Zoning) of the Sunnyvale Municipal Code is hereby amended to read as follows:

**Table 19.20.030**

**Permitted, Conditionally Permitted and Prohibited Uses in Commercial Zoning Districts**

	C-1	C-2	C-3	C-4
1.-8. [text unchanged]				
9. Residential/boarding/lodging				
A. [text unchanged]				
B. Residential Uses	UPN <sup>6</sup>	UP	UPN <sup>6</sup>	N <sup>6</sup>
C.-D. [text unchanged]				
10. [text unchanged]				

1-5 [text unchanged]

6. Except caretaker residence ancillary to a permitted use.

7-9 [text unchanged]

SECTION 2. Table 19.22.30 AMENDED. Table 19.22.030 of Chapter 19.22 (Industrial Zoning Districts) of Title 19 (Zoning) of the Sunnyvale Municipal Code is hereby amended to read as follows:

**Table 19.22.030**  
**Permitted, Conditional Permitted and Prohibited Uses in Industrial Zoning Districts**

	M-S Zoning Districts FAR	M-S Zoning Districts	M-S/POA Zoning Districts	M-3 Zoning Districts FAR	M-3 Zoning Districts
1.-4. <i>[text unchanged]</i>					
5. Residential					
A. Residential uses, alone or combined with other uses compatible with the zoning district					
B. Residential Uses	N/A	UPN <sup>5</sup>	UPN <sup>5</sup>	N/A	UPN <sup>5</sup>
B.-D. <i>[text unchanged]</i>					
6. <i>[text unchanged]</i>					

1-4 *[text unchanged]*

5. Except caretaker residence ancillary to a permitted use.

**SECTION 3.** Table 19.24.30 AMENDED. Table 19.24.030 of Chapter 19.22 (Office and Public Facilities Zoning Districts) of Title 19 (Zoning) of the Sunnyvale Municipal Code is hereby amended to read as follows:

**Table 19.24.030**  
**Permitted, Conditionally Permitted and Prohibited Uses in Office and Public Facilities Zoning Districts**

	O	P-F
1.-4. <i>[text unchanged]</i>		
5. Residential/boarding/lodging		
B. Residential Uses	UP	UPN <sup>3</sup>
6. <i>[text unchanged]</i>		

1-2 *[text unchanged]*

3. Except caretaker residence ancillary to a permitted use.

**SECTION 4.** 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 5.** 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 6. EFFECTIVE DATE. This ordinance shall be in full force and effect thirty (30) days from and after the date of its adoption.

SECTION 7. 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:

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

Weblink to SB 330

[https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill\\_id=201920200SB330](https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201920200SB330)

## **PUBLIC HEARINGS/GENERAL BUSINESS**

2.        [19-1093](#)        Forward a Recommendation to the City Council to Introduce an Ordinance Amending Chapters 19.20 (Commercial Zoning Districts), 19.22 (Industrial Zoning Districts), and 19.24 (Office and Public Facilities Zoning Districts) and Adopt a Resolution to Amend the Land Use and Transportation Element of the General Plan to Clarify the Allowance of Residential Uses in Non-Residential Zoning Districts and Find that the Action is Exempt from the California Environmental Quality Act

Principal Planner Amber Blizinski presented the staff report.

Commissioner Howe asked staff if law requires hazardous materials be stored a certain distance from residences located within commercial and industrial zones. Principal Planner Blizinski stated that residential uses are generally prohibited from the industrial zones because of the presence of hazardous materials, the C-4 zone restricts residential uses, and that the use of hazardous materials is uncommon in the C-1 and C-2 zones.

Vice Chair Simons clarified with Principal Planner Blizinski that the proposed change would affect zoning in commercial districts C-1 and C-3 and in industrial and public facility zones. Principal Planner Blizinski confirmed for Vice Chair Simons that the El Camino Real Precise Plan and the seven C-1 Village Centers would be excluded from the new ordinance. Principal Planner Blizinski also confirmed that M-S zones along Evelyn Avenue where many automotive repair shops are located would be subject to the new law, and that sites that prohibit residential uses could file for a General Plan Amendment Initiation and/or rezoning for a property. Assistant

Director Andrew Miner stated that the goal is to codify SB 330's creation of more residential use opportunities so that it is more consistent with the City's General Plan.

Commissioner Harrison asked staff if the action would be strong enough to preserve the City's ability to regulate residential development in the specified zoning districts. Principal Planner Blizinski stated that staff believes that the change could make an impact and commented that other potential issues stemming from SB 330 will be addressed as they arise. Senior Assistant City Attorney Rebecca Moon added that this SB 330 provision is ambiguous in its application so that staff believes it is necessary to protect the City from potential litigation over areas that it never intended for residential use. Assistant Director Miner stated that staff also aims to incorporate objective standards into the Area Plans.

Commissioner Weiss asked staff how the housing planned for the borders of Peery Park would be affected. Principal Planner Blizinski stated that proposed projects must still meet density and objective standards and that the only difference would be that staff could not require developers to build less housing units.

Chair Howard confirmed with Principal Planner Blizinski that SB 330 would eliminate the need for an applicant to pursue a General Plan Amendment Initiation if it weren't for staff's proposed ordinance.

Chair Howard opened the Public Hearing

There were no public speakers for this item.

Chair Howard closed the Public Hearing.

MOTION: Commissioner Howe moved and Vice Chair Simons seconded the motion for Alternative 1 – Introduce an Ordinance Amending Chapters 19.20 (Commercial Zoning Districts), 19.22 (Industrial Zoning Districts), and 19.24 (Office and Public Facilities Zoning Districts) (Attachment 3 to this report) and Adopt a Resolution to Amend the Land Use and Transportation Element of the General Plan to Clarify the Allowance of Residential Uses in Non-Residential Zoning Districts (Attachment 2 to this report) and Find that the Action is Exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

Commissioner Howe congratulated staff for presenting a timely, objective, necessary, carefully considered, and effective ordinance and resolution proposal.

Vice Chair Simons stated that he will support the motion and thanked staff for a necessary report well done.

Chair Howard stated that it is particularly important to protect the C-1 zones from developers wanting to replace important commercial uses with housing.

The motion carried by the following vote:

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

**No:** 0

**Absent:** 1 - Commissioner Olevson

Assistant Director Miner stated that this recommendation will be forwarded to the City Council for consideration at the Tuesday, November 5, 2019 meeting.



# City of Sunnyvale

## Agenda Item

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19-0748

Agenda Date: 11/5/2019

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Tentative Council Meeting Agenda Calendar



## City of Sunnyvale

### Tentative Council Meeting Agenda Calendar

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#### **Tuesday, November 12, 2019 - City Council**

##### **Study Session**

- 19-1091**                      6 P.M. SPECIAL COUNCIL MEETING (Study Session)  
Reach Codes and Green Building Program

##### **Presentation**

- 19-0822**                      PRESENTATION - Update Regarding Valley Water (VW) Projects in  
Sunnyvale, by VW 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
- 19-1132**                      Authorize a Local Match in the amount of \$600,000 for the VTA Measure B  
Bicycle and Pedestrian Competitive Grant Program for the Stevens Creek  
Trail extension project; and Approve Budget Modification No. XX to  
Appropriate \$600,000 from the Traffic Impact Fee Fund.

#### **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**

- 19-0679**                      Public Hearing #5 on District Elections to Receive Input Concerning Maps for  
City Council Election District Boundaries and First Reading of Ordinance to

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Adopt City Council Election District Boundaries

**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

**Study Session**

**19-1078** 6:15 P.M. SPECIAL COUNCIL MEETING (Study Session)  
Review Results of Workforce Initiative That Creates Partnerships to Develop  
a Pipeline for Students to Enter Public Sector Employment (Study Issue)

**Public Hearings/General Business**

**18-0416** Eco-district Feasibility and Incentives (Study Issue ESD 13-05C)

**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

**19-1075** Introduction of an Ordinance Amending Chapter 19.68.040 Accessory  
Dwelling Units to conform to new State Legislation and Find that the Action is  
Exempt from the California Environmental Quality Act

**Tuesday, January 7, 2020 - City Council**

**Study Session**

**19-1063** 6 P.M. SPECIAL COUNCIL MEETING (Study Session)  
Downtown Specific Plan Update (Study Issue)

**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

**19-1066** Issuance of Request for Proposal for Solid Waste and Recycling Collection

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Services to Bay County Waste Services

**20-0016** Determine the 2020 Seating Arrangements for City Council

**Tuesday, January 14, 2020 - City Council**

**Study Session**

**19-1064** 6 P.M. SPECIAL COUNCIL MEETING (Study Session)  
Comprehensive Update of the Precise Plan for El Camino Real (Study Issue)

**Special Order of the Day**

**20-0017** SPECIAL ORDER OF THE DAY - Recognition of Outgoing Vice Mayor

**20-0018** SPECIAL ORDER OF THE DAY - Ceremonial Oath of Office for Incoming Vice Mayor

**Public Hearings/General Business**

**19-0120** Agenda Items Pending - to be scheduled

**Tuesday, February 4, 2020 - City Council**

**Study Session**

**19-0229** 5 P.M. SPECIAL COUNCIL MEETING (Study Session)  
Board and Commission Interviews (as needed)

**19-1065** 6 P.M. SPECIAL COUNCIL MEETING (Study Session)  
Housing Strategy (Study Issue)

**Public Hearings/General Business**

**19-0122** Agenda Items Pending - to be scheduled

**Friday, February 7, 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 25, 2020 - City Council**

**Public Hearings/General Business**

**19-1159** Consider Conditional Housing Mitigation Fund (HMF) Awards for New Affordable Housing Projects

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**20-0008** Appoint Applicants to Boards and Commissions (As Needed)

**Thursday, February 27, 2020 - City Council**

**Public Hearings/General Business**

**19-0124** 8:30 A.M. SPECIAL COUNCIL MEETING  
Study/Budget Issues Workshop

**Tuesday, March 17, 2020 - City Council**

**Special Order of the Day**

**20-0009** SPECIAL ORDER OF THE DAY - Ceremonial Oath of Office for Board and  
Commission Members (As Needed)

**Public Hearings/General Business**

**20-0024** Agenda Items Pending - to be scheduled

**Tuesday, March 31, 2020 - City Council**

**Public Hearings/General Business**

**20-0025** Agenda Items Pending - to be scheduled

**Tuesday, April 7, 2020 - City Council**

**Public Hearings/General Business**

**20-0026** Agenda Items Pending - to be scheduled

**Tuesday, April 28, 2020 - City Council**

**Public Hearings/General Business**

**20-0027** Agenda Items Pending - to be scheduled

**Tuesday, May 5, 2020 - City Council**

**Public Hearings/General Business**

**20-0028** Agenda Items Pending - to be scheduled

**Tuesday, May 12, 2020 - City Council**

**Study Session**

**20-0002** 6 P.M. SPECIAL COUNCIL MEETING (Study Session)

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Board and Commission Interviews

**Wednesday, May 13, 2020 - City Council**

**Study Session**

**20-0005**                      6 P.M. SPECIAL COUNCIL MEETING (Study Session)  
Board and Commission Interviews (as needed)

**Tuesday, May 19, 2020 - City Council**

**Public Hearings/General Business**

**20-0006**                      Appoint Applicants to Boards and Commissions

**Thursday, May 21, 2020 - City Council**

**Study Session**

**20-0029**                      8:30 A.M. SPECIAL COUNCIL MEETING  
Budget Workshop

**Tuesday, June 9, 2020 - City Council**

**Special Order of the Day**

**20-0007**                      SPECIAL ORDER OF THE DAY - Ceremonial Oath of Office for Board and  
Commission Members (As Needed)

**Public Hearings/General Business**

**20-0030**                      Agenda Items Pending - to be scheduled

**Tuesday, June 23, 2020 - City Council**

**Public Hearings/General Business**

**20-0031**                      Agenda Items Pending - to be scheduled

**Tuesday, June 30, 2020 - City Council**

**Public Hearings/General Business**

**20-0032**                      Agenda Items Pending - to be scheduled

**Tuesday, July 14, 2020 - City Council**

**Public Hearings/General Business**

**20-0033**                      Agenda Items Pending - to be scheduled

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**Tuesday, July 28, 2020 - City Council**

**Public Hearings/General Business**

**20-0034**                      Agenda Items Pending - to be scheduled

**Tuesday, August 11, 2020 - City Council**

**Study Session**

**20-0010**                      6 P.M. SPECIAL COUNCIL MEETING (Study Session)  
Board and Commission Interviews (as needed)

**Public Hearings/General Business**

**20-0035**                      Agenda Items Pending - to be scheduled

**Tuesday, August 25, 2020 - City Council**

**Public Hearings/General Business**

**20-0012**                      Appoint Applicants to Boards and Commissions (As Needed)

**Tuesday, September 15, 2020 - City Council**

**Special Order of the Day**

**20-0014**                      SPECIAL ORDER OF THE DAY - Ceremonial Oath of Office for Board and  
Commission Members (As Needed)

**Public Hearings/General Business**

**20-0036**                      Agenda Items Pending - to be scheduled

**Tuesday, September 29, 2020 - City Council**

**Public Hearings/General Business**

**20-0037**                      Agenda Items Pending - to be scheduled

**Tuesday, October 13, 2020 - City Council**

**Public Hearings/General Business**

**20-0038**                      Agenda Items Pending - to be scheduled

**Tuesday, October 27, 2020 - City Council**

**Public Hearings/General Business**

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**20-0039**                      Agenda Items Pending - to be scheduled

**Tuesday, November 10, 2020 - City Council**

**Study Session**

**20-0011**                      6 P.M. SPECIAL COUNCIL MEETING (Study Session)  
Board and Commission Interviews (as needed)

**Public Hearings/General Business**

**20-0040**                      Agenda Items Pending - to be scheduled

**Tuesday, November 17, 2020 - City Council**

**Public Hearings/General Business**

**20-0013**                      Appoint Applicants to Boards and Commissions (As Needed)

**Tuesday, December 1, 2020 - City Council**

**Special Order of the Day**

**20-0015**                      SPECIAL ORDER OF THE DAY - Ceremonial Oath of Office for Board and  
Commission Members (As Needed)

**Public Hearings/General Business**

**20-0041**                      Agenda Items Pending - to be scheduled

**Tuesday, December 8, 2020 - City Council**

**Study Session**

**20-0022**                      6:30 P.M. SPECIAL COUNCIL MEETING (Study Session)  
Discussion of Upcoming Selection of Vice Mayor for 2021

**20-0023**                      Discussion of 2021 Council Intergovernmental Assignments

**Public Hearings/General Business**

**20-0043**                      Agenda Items Pending - to be scheduled

**Tuesday, January 5, 2021 - City Council**

**Special Order of the Day**

**21-0005**                      SPECIAL ORDER OF THE DAY - Recognition of Elected, Re-elected and  
Outgoing Councilmembers

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**21-0006** SPECIAL ORDER OF THE DAY - Ceremonial Oath of Office for Council-Elect

**Public Hearings/General Business**

**21-0004** Certification of November 3, 2020 Election Results

**21-0007** Selection of Vice Mayor for a One-Year Term Effective January 5, 2021

**21-0008** Appoint Councilmembers to Intergovernmental Assignments; Ratify Appointments of Councilmembers made by Outside Agencies; Take Action to Modify, Create, or Terminate Council Subcommittees

**21-0009** Determine the 2021 Seating Arrangements for City Council

**Tuesday, January 12, 2021 - City Council**

**Special Order of the Day**

**21-0010** SPECIAL ORDER OF THE DAY - Recognition of Outgoing Mayor and Vice Mayor

**21-0011** SPECIAL ORDER OF THE DAY - Ceremonial Oath of Office for Mayor and Vice Mayor

**Public Hearings/General Business**

**21-0016** Agenda Items Pending - to be scheduled

**Tuesday, January 26, 2021 - City Council**

**Public Hearings/General Business**

**21-0017** Agenda Items Pending - to be scheduled

**Thursday, January 28, 2021 - City Council**

**Study Session**

**21-0018** 8:30 A.M. SPECIAL COUNCIL MEETING  
Strategic Planning Workshop

**Tuesday, February 2, 2021 - City Council**

**Study Session**

**21-0001** 6 P.M. SPECIAL COUNCIL MEETING (Study Session)  
Board and Commission Interviews (as needed)

**Public Hearings/General Business**

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**21-0019**                      Agenda Items Pending - to be scheduled

**Tuesday, February 23, 2021 - City Council**

**Public Hearings/General Business**

**21-0002**                      Appoint Applicants to Boards and Commissions (As Needed)

**Thursday, February 25, 2021 - City Council**

**Study Session**

**21-0021**                      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

**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)



# City of Sunnyvale

## Agenda Item

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19-0809

Agenda Date: 11/5/2019

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Board/Commission Meeting Minutes



# City of Sunnyvale

## Meeting Minutes - Final

### Zoning Administrator Hearing

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Wednesday, October 16, 2019

3:00 PM

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

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#### **CALL TO ORDER**

Michelle King, Zoning Administrator, called the meeting to order at 3:02 p.m.

#### **PUBLIC HEARINGS**

[19-1080](#)

Proposed Project:

SPECIAL DEVELOPMENT PERMIT to construct a 99-square foot first and second floor addition, and convert 275 square feet of existing atrium and portion of porch areas to living area, of an existing two-story single-family home. The project includes a request for deviation to encroach into the required front yard setback.

Location: 1227 Townsend Terrace (APN: 202-37-009)

File #: 2019-7554

Zoning: R-1.5/PD

Applicant / Owner: Christopher Tripoli / Christopher Lyon

Environmental Review: A Class 1 Categorical Exemption relieves this project from the California Environmental Quality Act (CEQA) provisions.

Project Planner: Shetal Divatia, 408-730-7637,

sdivatia@sunnyvale.ca.gov

<mailto:sdivatia@sunnyvale.ca.gov>

Recommendation: Approve the Special Development Permit subject to Recommended Conditions of Approval.

Ms. King inquired with Shetal Divatia, project planner, if there were any comments or changes to the staff report.

Ms. Divatia stated there were no changes or comments to the staff report.

Ms. King opened the hearing to the applicants.

As the applicants had no comments, Ms. King opened the hearing to members of

the public.

As there were no members of the public who wanted to speak on this project, Ms. King closed the public hearing.

ACTION: Approved subject to the findings and conditions of approval located in the staff report.

[19-1079](#)

CONTINUED FROM SEPTEMBER 25, 2019

Proposed Project:

SPECIAL DEVELOPMENT PERMIT: to allow a childcare center providing preschool and after school care for 120 children within an existing 6,920 square foot building.

Location: 755 S. Bernardo Avenue (APN:198-16-006)

File #: 2019-7502

Zoning: C-2/PD

Applicant / Owner: JY International Education LLC (applicant)/  
Atul S and Kusum A Sheth Trustee (owner)

Environmental Review: The Class 1, 3, and 32 Categorical Exemptions relieve this project from the requirements of CEQA.

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

Ms. King inquired with Cindy Hom, project planner, if there were any changes or comments to the staff report.

Ms. Hom stated staff was able to locate the ordinance for the parking requirement for the church that has provided a public comment that reflects ordinance 324 requires churches provide parking area equal to the area occupied by the main building there parking for the church became non-conforming prior to the 1963 addition to the church. Secondly, staff has received additional comments from Daniel Kim, Allen Yu, Pei Yao, and two sets of petitions in support of the project.

Ms. King inquired if the applicant would like to speak and seeing they had no comments, Ms. King opened the hearing to the public.

Lei Qin, parent, commented that he works remotely at home and has two daughters, one of whom is attending the afterschool program at the church. The younger daughter is in a daycare in a far place, so the addition of the daycare center would

be the most convenient for him and most neighbors in need of a daycare.

James Ohannesian, speaking on behalf of the First Orthodox Presbyterian Church, stated he searched for documents in 2003 and found six pages regarding approval of the building and the 1963 addition of 3700 square feet of parking. Ever since then, the church has been using the parking facility. In 1963 the city issued a building permit with the following condition having been met as proof that off-street parking meets ordinance requirements and will remain available to the church. This parking requirement was met by a letter submitted to the city on April 20th, 1956 from the original owner of 755 S. Bernardo, The Cherry Chase Shopping Center. Mr. Ohannesian submitted the paperwork to the Zoning Administrator.

Jiang Li, parent, stated she has a daughter who attend JY International Education classes. The school has gained the trust of the community and the kids are happy. Parents fully support the growth of the school.

Atul Sheth, owner of 755 S. Bernardo Ave., stated the lease documents does not show any proof of claim to the use the lot. The documents submitted are not official and a document by the city stated they could not find any document related to any claim on the property. Since he left his practice, the place has been sitting vacant and he does not think it is anyone's business to develop his property. At this time there have been a large number of people who voiced their opinion about having a school in the area but beside the need of the community, we cannot unconditionally allow anyone to use the property because of prior claim written by somebody else. Mr. Sheth stated he would appeal the approval decision. As a good neighbor, Mr. Sheth has allowed the church to use the property on Sundays on a month to month basis but there is no legal right by anyone else to use the property at any time.

Bin Ni, parent, stated he supported the growth of the school since enrollment has been limited.

Li Ma, parent, stated her children attends to school and wished the school had opened earlier, which is very welcome by the community. Children are exposed to Chinese Culture, which is open to children of all backgrounds and it would be great if there is a chance to expand the school.

Ms. King closed the hearing to the public.

Ms. King inquired with Ms. Hom to read the staff report that address the previous

parking use and the current parking use.

Ms. Hom stated the report discussed about the concerns raised by the church, found on page two of the staff report. According to city records, an addition by the church in 1963 eliminated parking on their property. A condition issued by the city showed that the church had to demonstrate that they secured parking off site for the use. The letters are contained in the staff report. Staff has concluded that the parking obligation falls on the church. Staff verified the church's title report and didn't come across any recorded easements for parking. The City Attorney determined that the city could not preclude the property owner from developing the site.

ACTION: Approved subject to the findings and conditions of approval located in the staff report.

[19-1083](#)

CONTINUED FROM SEPTEMBER 25, 2019

Proposed Project:

SPECIAL DEVELOPMENT PERMIT to demolish an existing industrial building and construct a mechanical facility that will provide heating and cooling services to nearby Google buildings. The site will be developed with two equipment storage buildings, four water storage tanks, and one 1,794 square foot building with a control room and office meeting space.

Location: 1390 Borregas Avenue (APN: 110-33-014)

File #: 2019-7071

Zoning: MP-I (Moffett Park Specific Plan - Industrial)

Applicant / Owner: Google LLC

Environmental Review: Class 32 Categorical Exemption relieves this project from the California Environmental Quality Act (CEQA) provisions.

Project Planner: Noren Caliva-Lepe, 408-730-7659,  
ncaliva-lepe@sunnyvale.ca.gov

Ms. King inquired with Noren Caliva-Lepe, project planner, if there were any changes or comments to the staff report.

Ms. Caliva-Lepe stated there were no changes or comments, however staff has received a supplemental letter from Adams Broadwell Joseph & Cardozo stating their comments have not been resolved as staffs analysis is still the same, thus they

reserve the right to make additional comments or appeal the decision to the Planning Commission.

Ms. King invited the applicants to proceed with their presentation.

Andy Springer, applicant, introduced himself and his colleagues, Josh Peacock from ZGF Architects, and Emily Murray from Allen Matkins. Mr. Springer proceeded to go over the slides, including the location of the projects and improvements towards the site. Mr. Springer spoke about the mechanical and how it works and stated the facility is an opportunity to consolidate equipment and improve the use in operations. The features of the facility reduces carbon emissions as a result of going all electric compared to gas generated facilities. The strategies applied to this project aligns with the city's Climate Action Plan goals.

Josh Peacock proceeded to present the architectural features of the buildings and equipment. The buildings feature warm material palettes and expanses of glass to show the inner workings of the facility. The facility is designed to be welcoming and inviting, which will hopefully be a case study for other communities.

Ms. King opened the hearing to the public.

Kevin Dayton, representative for The Coalition for Fair Employment in Construction. This is an organization that has been around for twenty years that fights efforts of construction unions to coerce public and private agencies to put a project or labor agreement on their job. Unions hire firms such as Adams Broadwell Joseph & Cardozo to object to projects using the California Environmental Quality Act (CEQA) in the hopes that the developer surrenders and signs a project labor agreement or guarantee that the work on it will hire union workers. They have ulterior motives and are not about environmental protection. They are allowed by law to do this, they only thing to do is to expose and shame them. A website called [phonyuniontreehuggers.com](http://phonyuniontreehuggers.com) shows the hundreds of submissions by the law firm all over the state. Mr. Dayton wanted applicants and staff to be aware of what the law firm is doing, and to reject it. If staff or the applicant speaks to the law firm, ask them if they have any way of resolving this problem without a project labor agreement and if that is part of the environmental mitigation that they want.

Emily Murray, outside council for Google, stated she received the letter from Adams Broadwell before the hearing. The firm is not raising further substantive concerns or comments on CEQA. Allen Matkins has responded to the initial letter and supports

city staffs response and believes all the concerns raised has been adequately, thoroughly, and completely addressed in the record and nothing further is raised by this letter necessitates a response. Allen Matkins' position is that not necessarily germane to the entitlements for the city at today's hearing or within the city's control to dictate the type of labor use on the project although the firm certainly understand the concern about CEQA abuses.

Seeing no other members of the public in attendance, Ms. King closed the hearing to the public.

ACTION: Approved subject to the findings and conditions of approval located in the staff report.

**ADJOURNMENT**

Ms. King adjourned the hearing at 3:29 p.m.



# City of Sunnyvale

## Meeting Minutes - Draft

### Parks and Recreation Commission

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Wednesday, October 9, 2019

7:00 PM

Neighborhood Room - Recreation Center,  
Sunnyvale Community Center, 550 E.  
Remington Dr., Sunnyvale, CA 94087

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#### **CALL TO ORDER**

Chair Kenton called the meeting to order at 7:02 p.m. in the Neighborhood Room at the Community Center, Recreation Building.

#### **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

Council Liaison Melton (present)

#### **ORAL COMMUNICATIONS**

None

#### **CONSENT CALENDAR**

- 1      [19-0806](#)      Approve the Parks and Recreation Commission Meeting Minutes of September 11, 2019

Vice Chair Giri moved and Commissioner Alexander III seconded, the motion to approve the Parks and Recreation Commission Revised Minutes of September 11, 2019 as submitted. The motion carried by the following vote:

**Yes:** 3 - Chair Kenton  
Vice Chair Giri  
Commissioner Alexander III

**No:** 0

Chair Kenton noted that under Commissioner Comments, it stated Tennis Center, when should be Tennis Club. Staff will correct.

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

- 2**      [19-0907](#)      Review and Provide Feedback to the City Manager to Approve the Age Friendly Action Plan

Superintendent of Community Services, Damon Sparacino informed the commission that the recommendation should be: Provide feedback to the City Manager prior to approval of the Age Friendly Action Plan.

Community Services Manager, Tracy Gott, gave a presentation on Sunnyvale's Age Friendly Action Plan. Highlights included: What is an Age Friendly City, Age Friendly Sunnyvale, Purpose, Assessments Used in Action Plan Development, Goals and Objectives and What's Next. The commission was informed that this would be going to Council on November 12 as an Information Only item.

Commissioners inquired:

- Where do we currently stand for each goal?
- How are you evaluating the success of the plan?
- Do you have anything included for Veterans?
- Do you plan on doing a more detailed plan with real metrics?
- Do you plan on tracking what you do and how things change?

Ms. Gott responded:

- Once the plan is approved, we will be able to see where we are and use actions in the back of the plan to move us forward.
- The back of the plan has an implementation strategy that shows how we will measure our success.
- We could, we also have a fairly robust Care Management Program at the Senior Center. I will take note to show how we could include Veterans.
- Right now, no, we are not planning to show a more detailed plan. If one of the committees wants to take an item and do additional metrics for it, we could further expand.
- Yes, we plan on tracking our actions.

Community member, Fabio Rupp commented:

- It would be great to see older adults as resource and have them volunteer to assist others.

Ms Gott responded:

- That is a great point. We do plan on working on intergenerational programs.

After all questions were addressed, Chair Kenton called for a motion. Commissioner Alexander III moved and Commissioner Giri seconded the motion to Recommend the City Manager approve the Friendly Action Plan. The motion carried by the following vote:

**Yes: 3 -** Chair Kenton  
Vice Chair Giri  
Commissioner Alexander III

**No: 0**

**STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES**

Chair Kenton invited the public to speak on 19-1003 as many were in attendance. Eight members of the public spoke regarding dogs in parks:

- Cynthia Hayes Rupp
- Stan Huang
- Caren Rickhoff
- Karen Platt
- Erin Wessel
- Kevin Merritt
- Terry Sturtevant
- Carol Stanek

All wish to have an off leash area in park(s) during certain times of the day. An additional 11 community members were in attendance in support of off leash areas in parks.

**[19-1001](#)**

Discussion and Consideration of Potential Study Issue: Revisit RTC 13-111 and Update Feasibility of a Recreational Park at Sunnyvale Landfill

Vice Chair Giri spoke on his potential study issue: Evaluate Feasibility of a Recreational Park at the Sunnyvale Landfill.

Commissioners inquired:

- Would you consider adjusting to including this in City's parks plan?
- Based upon the last report which was very detailed, is it feasible to do a park with no structures?
- Did you think about getting a partner to assist with cost?

Vice Chair Giri or Staff responded:

- There were some concerns to adding this location as a park, including the loss of it as a natural resource and cost (Superintendent Stark)
- We could look at getting assistance and keep as is, just grade top area.

After all questions were answered, Chair Kenton asked for a motion.

Commissioner Giri moved to move forth with his potential study issue. The motion failed due to lack of a second.

[19-1002](#)

Discussion and Consideration of Potential Study Issue: Evaluate Feasibility of Sunnyvale LCS Hosting Pet Parade Event Annually

Vice Chair Giri spoke on his potential study issue: Evaluate Feasibility of Sunnyvale LCS Hosting Pet Parade Event Annually.

Commissioner Alexander III and Chair Kenton both expressed their support.

Chair Kenton asked for a motion.

Vice Chair Giri moved and Commissioner Alexander III seconded the motion to move forth with the Evaluate Feasibility of Sunnyvale LCS Hosting Pet Parade Event Annually study issue. The motion carried by the following vote:

**Yes:** 3 - Chair Kenton  
Vice Chair Giri  
Commissioner Alexander III

**No:** 0

[19-1003](#)

Discussion and Consideration of Potential Study Issue: Evaluate Feasibility of Dog Off-Leash Hours in Select Sunnyvale Park(s)

Vice Chair Giri spoke on his potential study issue: Evaluate Feasibility of Dog Off-Leash Hours in Select Sunnyvale Park(s).

Commissioners inquired:

- Is there a certificate or license program that people could apply for related to this?

- Are infractions part of the plan?
- If it is based on self-accountability, how would violations be enforced? Is the City responsible for law suits?
- Have we spoke to Cupertino regarding any legal issues?
- When did Cupertino start their trial?
- Do you (Cupertino) have requirements posted?
- If we move forward, will these items be addressed?

Staff, Carol Stanek (from Cupertino) or other public responded:

- Yes, the Department of Public Safety is looking at licensing and training options as well as ordinance changes. (Superintendent Stark)
- I am not aware of any infractions. (Superintendent Stark)
- In the past, the City Attorney recommend not moving forward on a similar study due to potential liabilities (Superintendent Stark)
- Cupertino has changed some of their laws (Carol Stanek)
- The trial started on October 1 (Carol Stanek)
- We (Cupertino) do have posted signs (Carol Stanek)
- We watch out for one another and inform others if their dog did something (Debbie Merritt)
- Yes, these items will be addressed (Superintendent Stark)

After all questions were answered, Chair Kenton asked for a motion.

Vice Chair Giri moved and Commissioner Alexander III seconded the motion to move forth with the Evaluate Feasibility of Dog Off-Leash Hours in Select Sunnyvale Park(s) study issue. The motion carried by the following vote:

**Yes:** 3 - Chair Kenton  
Vice Chair Giri  
Commissioner Alexander III

**No:** 0

[19-1004](#) Discussion and Consideration of Potential Study Issue: Assessment of Needs for Additional/Expanded Outdoor Racket Sports Programs and Facilities

Chair Kenton spoke on his potential study issue: Assessment of Needs for Additional/Expanded Outdoor Racket Sports Programs and Facilities.

Commissioners inquired:

- Is cricket included in the racket sports?
- Are things growing with racket sports?
- Are the local Pickleball courts in use at the Tennis Center and any other places?
- How will this interfere with the Tennis community?
- Do we have the usage numbers from the courts at parks?

Chair Kenton or Staff responded:

- Yes, cricket is included and thinks it should include all racket sports.
- Yes it is a growing sport, there are 1000+ people in a local Pickleball Association.
- Yes, the Pickleball courts are full at the Tennis Center. Ms. Gott, noted that the indoor courts on Monday are full as well.
- We have had a lot of discussion on this topic and will need to look into it. Right now, things are working.
- Superintendent Stark replied that we do not keep metrics, however, will reach out to Lifetime to see if they have any metrics.

After all questions were answered, Chair Kenton asked for a motion.

Vice Chair Giri moved and Commissioner Alexander III seconded the motion to move forth with the Assessment of Needs for Additional/Expanded Outdoor Racket Sports Programs and Facilities study issue. The motion carried by the following vote:

**Yes:** 3 - Chair Kenton  
Vice Chair Giri  
Commissioner Alexander III

**No:** 0

[19-0697](#)

Review Draft Study Issue Paper: Sunnyvale Parks Waste Initiative

Commissioner Alexander II spoke briefly on the paper and study issue. There were no questions of the commissioners.

Chair Kenton asked if there was a motion.

Commissioner Alexander III moved and Chair Kenton seconded the motion to accept and move forward the Sunnyvale Parks Waste Initiative study issue paper. The motion carried by the following vote:

**Yes:** 3 - Chair Kenton  
Vice Chair Giri  
Commissioner Alexander III

**No:** 0

[19-0997](#) Parks and Recreation Commission Proposed Study Issues, Calendar Year: 2020

Staff informed the commissioners that any items voted to move forward today would be added to this document.

[19-0996](#) Rank Parks and Recreation Commission Proposed 2020 Study Issues

Superintendent of Community Services, Damon Sparacino, informed the commissioners that we would be ranking in January.

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

##### **-Commissioner Comments**

Chair Kenton informed the commissioners that City Council voted last night and that the Parks and Recreation commission will have two new commissioners: Lauren DeCarlo and Mike Michitaka.

##### **-Staff Comments**

Superintendent of Community Services, Damon Sparacino, passed out the Superintendent's Report and briefly covered the items in the report.

Superintendent of Parks and Golf, Jim Stark shared that the following:

- Council entered into an agreement with the City of Santa Clara. Santa Clara is closing their golf course and Sunnyvale will be an exclusive partner. They will be referring their teams over to us and we will give Santa Clara residents the Sunnyvale resident rate. It is a 5-year agreement.
- The cricket study issue is moving forward and should be in Purchasing within the next week to hire a consultant.
- We are coming into working on the Plaza del Sol Phase 2 capital project. We will be looking at what amenities we can put at the plaza. Staff will be providing outreach with the first one being at the plaza. He will make sure that the Parks and

Recreation commissioners are aware of the meetings.

- Parks will be removing the large eucalyptus tree near the Arts Center (across from the Theatre) as it is in decline and does pose a hazard. Another tree will be planted in its place.

- Ornamental ponds, except the Community Center's will be drained the first week in November. The plan is to refill them next summer.

**ADJOURNMENT**

Chair Kenton adjourned the meeting at 8:35 p.m.



# City of Sunnyvale

## Meeting Minutes - Draft

### Arts Commission

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Wednesday, October 16, 2019

7:00 PM

Neighborhood Room - Recreation  
Center, Sunnyvale Community Center,  
550 E. Remington Dr., Sunnyvale, CA  
94087

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#### **CALL TO ORDER**

Chair Vaughan called the meeting to order at 7:04 p.m.

#### **SALUTE TO THE FLAG**

Chair Vaughan led the salute to the flag.

#### **ROLL CALL**

**Present:** 4 - Chair Susannah Vaughan  
Vice Chair Dawna Eskridge  
Commissioner Sue Serrone  
Commissioner Agnes Veith  
**Absent:** 1 - Commissioner Jeremie Gluckman

Commissioner Gluckman's absence is excused.  
Council Liaison Goldman present

City Staff present:  
Damon Sparacino, Superintendent of Community Services  
Trenton Hill, Community Services Manager  
Kristin Dance, Community Services Coordinator  
Jackie Davison, Administrative Aide

#### **ORAL COMMUNICATIONS**

Member of the public, Saurav Gandhi spoke on his Eagle Scout Project, a K9 Memorial for Jax and other police dogs. Mr. Gandhi also invited commissioners to the Sunnyvale Halloween Pet Parade & Faire and provided cards with additional information. Mr. Gandhi informed the commission that he will be presenting at the November meeting to provide additional information on his plan for a K9 memorial.



- Are you sitting a distance from the art? Yes, people will be about 10 feet away. You can visit the site to see three of the six previously approved. You will be close enough to see and appreciate the art.
- Are any of the benches covered by trees to protect from the sun? No, however shade does come off of the buildings.
- Is there logic to the path? We wanted to provided the public with flexibility to visit the sculptures that most appeal to them. They can be seen in any order.
- Will there be plaques too? Yes, along with the brochure, there will be a plaque at each sculpture.
- Will the information be on a website as well? Yes, we will have information on the project on the website. Information will also be hosted on the City website.
- Maintenance? The sculptures will age over time and different patinas will develop. They will also need to be washed periodically. A maintenance plan has been developed and sent over the the maintenance team.
- Have you been working with the City on the possible Mary extension? Yes, we have. The City is currently doing an Environmental Impact and review process. It does not impact the project, but we will be prepared if it does go through.
- Are some of the buildings six stories? No, the highest is four.
- What are the heights of the parking garages? Four stories.
- How do the heights compare to others nearby? They are shared heights.
- Which sculptures are completed? Torsion, Hyperbole, Pluie De Cates, Cartes I and Sequences, but Cartes I and Sequences are not installed on site yet.
- Is Arcs the gateway? Eclat is the gateway.
- Where is Arcs on the map? Arcs is located near Building 10.

Chair Vaughan asked if there were any additional comments. With none, she 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:** 4 - Chair Vaughan  
Vice Chair Eskridge  
Commissioner Serrone  
Commissioner Veith

**No:** 0

**Absent:** 1 - Commissioner Gluckman

**3**      [19-1053](#)      Approve Art in Private Development Project - Irvine Company/275 N. Mathilda Ave.

Community Services Coordinator, Kristin Dance, introduced Carlene Matchniff from the Irvine Company. Ms. Matchniff, introduced others from the company including Jose Bustamonte, Mike Clark and Patrick Christy and presented to the commissioners on the project. Highlights from the presentation include: project overview, visibility of artwork, site specifics, renderings and why they picked the artist, John Krawczyk. Ms. Matchniff then invited Mr. Krawczyk up to speak to the commission.

Mr.Krawczyk provided further information on the piece and shared a model of the sculpture to be located at 275 N. Mathilda Ave.

Commissioners inquired and Mr. Krawczyk, Irvine Company reps or staff responded:

- What is the height? The height is 15 to 16 feet.
- What will the piece look like as it ages? It will not change. The piece is made of stainless steel and will stay the same forever. Stainless steel is probably the easiest material to maintain.
- Is maintenance built in? It is up to the project owners to maintain the piece. If staff notices that it is not being maintained,they will contact the property owner.
- There is an arbor currently at the location? There may be. The entire area will be demolished.

- Did anyone notice that there was a bus stop nearby? Yes, we are working with the City and VTA to move the bus stop further North on Mathilda towards Central.

- Will the sculpture be lit at night? Yes, there will be soft, warm lights on the piece. Traffic will also light it some.

- Will the piece cause too much reflection (blind drivers) during certain parts of the day? When installing, we will play with it to make sure it is not blinding people.

Chair Vaughan asked if there were any additional comments. With none, she 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:** 4 - Chair Vaughan  
Vice Chair Eskridge  
Commissioner Serrone  
Commissioner Veith

**No:** 0

**Absent:** 1 - Commissioner Gluckman

#### **STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES**

[19-0926](#)

Review Draft Study Issue Paper: Include Diverse Groups of People in the Art Creation Process

Commissioners asked and staff or Council Liaison responded:

- If there are similar study issues, do they get combined? If related, staff would recommend combining.

The commission noted that staff presented the study issue in the correct way and are ready to move the paper forward.

[19-0908](#)

Arts Commission Proposed Study Issues, Calendar Year: 2020

No action was taken. This is a standing item.

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

### **-Commissioner Comments**

Chair Vaughan welcomed Agnes Veith, the new Arts Commissioner.

Vice Chair Eskridge commented that she liked the idea of utility box painting. Community Services Manager, Trenton Hill noted that it was in the MPPA and that staff was currently working on it.

### **-Staff Comments**

Community Services Manager, Trenton Hill, welcomed Commissioner Veith and invited her to share information on why she wanted to become a commissioner. Commissioner Veith responded.

Commissioner Eskridge noted that she attended the Sunnyvale Heritage Park event a couple of weeks ago and shared some of the activities.

Superintendent of Community Services, Damon Sparacino, shared the Superintendent's Report and thanked the commissioners who were at the October 8 Special Order of the Day.

Community Services Coordinator, Kristin Dance, shared that the murals from the State of the City will be hung up downtown by Sares Regis. Ms. Dance also shared information on the artist juring for Washington Swim Center and Fair Oaks Park. Out of the 18 to 20 that applied (many for both projects), 5 will receive design stipend for Fair Oaks Park and 4 for Washington Swim Center. Once we get the proposals back, they will be brought to the commission.

Commissioner inquire and Ms. Dance responded:

- When will we see the proposals? January or February
- Where is Sares Regis installing the murals. Ground floor of the Target Building across from where Whole Foods and the theater will be. Directly across from the ice rink that will be put in.
- Who is facilitating the ice rink? It's a partnership between Cityline and the Downtown Association. It should be going up in about a month, so we should be hearing more shortly.

### **ADJOURNMENT**

Chair Vaughan adjourned the meeting at 8:30 p.m.



# City of Sunnyvale

## Meeting Minutes - Draft

### Bicycle and Pedestrian Advisory Commission

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Thursday, October 17, 2019

6:30 PM

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

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#### **CALL TO ORDER**

Chair Mehlinger called the meeting to order at 6:33 p.m.

#### **SALUTE TO THE FLAG**

Chair Mehlinger led the salute to the flag.

#### **ROLL CALL**

**Present** 5 - Chair Richard Mehlinger  
Vice Chair John Cordes  
Commissioner Dan Hafeman  
Commissioner Leia Mehlman  
Commissioner Timothy Oey  
**Absent** 2 - Commissioner Arwen Davé  
Commissioner Scott Swail

Commissioner Scott Swail absence is excused  
Commissioner Arwen Davé absence is unexcused  
Council member Gustav Larsson(absent)

#### **PRESENTATION**

[19-1125](#) PRESENTATION - Fremont Corners Village Center Concept Plan

Mr. Milo Trowse gave a presentation about the Fremont Corners Village Center Public Engagement Plan. The Public Engagement process is an effort to get the community involved before there is a project level proposal. Mr. Trowse gave a summary of the plan and explained where they are in the process and how the Bicycle and Pedestrian Advisory Commission(BPAC) can participate.

Vice Chair Cordes commented on the following:

- Making safer bikeways for students and adding protective bike lanes

- Limiting the number of driveways
- Tie into the Bicycle Master Plan
- Ideally Class I or Class V Bike Facility along Fremont

Commissioner Oey commented on the following:

- Have the owners nearby been invited to participate in the precise plan?
- Make this area much more bicycle and pedestrian friendly.
- More weather secured bike parking or have businesses allow patrons to take their bikes into the shop.
- Heights of development
- Mixed use developments
- Affordable housing, smaller units
- Likes the idea of village centers.

Commissioner Hafeman had the following questions:

- Has the height in the buildings been specified yet? Mr. Trowse stated that the height has been specified.
- Can you work closely with VTA to make sure there is a transit plan near this village center?
- Will there be at least one pocket park? Mr. Trowse stated that potentially there could be a pocket park and it depends on the opinions of the community if it is a high priority.

Commissioner Mehlman commented on the following:

- Will there be underground parking? Mr. Trowse stated that is to be determined.
- Transit island to facilitate loading and unloading.

Chair Mehlinger commented on the following:

- Don't make this a car-oriented development. Minimize parking and unbundled.
- Install protected intersections.
- Emphasis on pedestrian pass-throughs.
- Consider shade for pedestrians with good quality trees that will not drop debris on bike lane.
- Use the roof space.
- Commercial and residential density to make this development walkable.

### **ORAL COMMUNICATIONS**

Kevin Jackson, member of the public, commented on the recently released study by the Insurance Institute for Highway Safety which looked at more than 600 incidents

of bike crashes and studied the different types of facilities on major roadways.

### **CONSENT CALENDAR**

- 1A.**      [19-1089](#)      Approve the Bicycle and Pedestrian Advisory Commission Meeting Minutes of September 19, 2019.

Approve the Bicycle and Pedestrian Advisory Commission Meeting Minutes of September 19, 2019 as submitted.

The motion carried by the following vote:

**Yes 5 -**    Chair Mehlinger  
             Vice Chair Cordes  
             Commissioner Hafeman  
             Commissioner Mehlman  
             Commissioner Oey

**No 0**

**Absent 2 -**   Commissioner Davé  
                 Commissioner Swail

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

- 2.**      [19-1121](#)      Report and Discussion of Recent VTA BPAC Meeting

Dave Simons, VTA BPAC Representative, gave the meeting summary report regarding the following topics:

- Workshop on Bart to San Jose and past San Jose. The workshop focused on total funding packages that are available for Santa Clara County and other jurisdictions.

Vice Chair commented on the following:

- Had a presentation on funding sources.  
- Design review of the Eastridge to Bart Regional Connector - Capitol Expressway Light Rail Project.

- 3.**      [19-1122](#)      Review and Discussion of Active Transportation Plan Draft Vision, Goals, and Policies

Lillian Tsang, Principal Transportation Engineer/Planner, reviewed the Active Transportation Plan Draft Vision, Goals, and Policies with the BPAC commission and asked for feedback.

Kevin Jackson, member of the public, made the following comments:

- Alternative route for cyclists is not a good idea.
- Should require "bikes may use full lane" signs be installed along with "change lanes to pass" on major streets.
- Include the City's Complete Street Policy in the plan along with all other relevant transportation policies.
- List all arterials, collectors and all other important streets as well as the bike/pedestrian paths and bridges along with their complete streets status.

The commissioners provided comments on the Active Transportation Plan Draft Vision, Goals, and Policies.

Chair Mehlinger asked for a recess at 8:50 p.m. The meeting reconvened at 8:59 p.m.

**STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES**

4.        [19-1126](#)        Enable safer and faster cycling by keeping trash receptacles out of bike lanes and bikeways (Potential Study Issue)

Lillian Tsang, Principal Transportation Engineer/Planner, asked the BPAC commissioners to vote on whether BPAC will place item as a Proposed Study Issue.

Vice Chair Cordes recommended not to move forward with Potential Study Issue 19-1126 (Enable safer and faster cycling by keeping trash receptacles out of bike lanes and bikeways).

Chair Mehlinger recommended using this concept for the utility insert.

5.        [19-1127](#)        Create safer street by narrowing travel lanes (Potential Study Issue)

Vice Chair Cordes recommended changing the staff comments from "under unique circumstances" to "reduce to 10 feet when appropriate for safety or traffic calming, or to create or expand bike facilities".

Commissioner Oey moved and Commissioner Mehlman seconded to add this item to the list of potential study issue.

The motion carried by the following vote:

**Yes 5 -** Chair Mehlinger  
Vice Chair Cordes  
Commissioner Hafeman  
Commissioner Mehلمان  
Commissioner Oey

**No 0**

**Absent 2 -** Commissioner Davé  
Commissioner Swail

**6. [19-1128](#) BPAC 2020 Study Issue Sponsorship (Scenario 2)**

Vice Chair Cordes moved and Commissioner Oey seconded to sponsor the potential study issue "Create safer street by narrowing travel lanes".

**Yes 5 -** Chair Mehlinger  
Vice Chair Cordes  
Commissioner Hafeman  
Commissioner Mehلمان  
Commissioner Oey

**No 0**

**Absent 2 -** Commissioner Davé  
Commissioner Swail

**7. [19-1129](#) BPAC 2020 Sponsored Study Issues (Scenario 1)**

Lillian Tsang, Principal Transportation Engineer/Planner, indicated that the Draft Study Issue papers for the three sponsored Study Issues are included in the agenda package.

Vice Chair commented on the El Camino Real Protected Bikeways and suggested the parking study should include off-street parking as well.

Commissioner Mehلمان commented on the infrastructure for parking of the bikes at the businesses.

Chair Mehlinger commented on the Evelyn Avenue Multi-Use Trail and Bikeway Study and suggested the study should include a task to coordinate with Mountain View on removing one westbound lane all the way from Bernardo Avenue to the Stevens Creek Trail to extend the Cycle Track to the Sunnyvale/Mountain View City limits.

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

### **-Commissioner Comments**

Commissioner Oey commented on the placement of Sharrows on Fair Oaks Avenue and wanted to learn more on the design standards that were followed.

Vice Chair Cordes commented on his participation in the California Bike Summit in Los Angeles. He also asked if the Fair Oaks Avenue Bike Lane and Streetscape Project is completed. Ms. Tsang stated that there is a punch list that is yet to be completed.

Chair Mehlinger commented on emphasizing prioritization of the active transportation uses over parking. Locations to be considered for removal of on-street parking to install bike facilities: Hollenbeck Avenue and California Avenue.

Commissioner Melhman and Commissioner Oey agreed with Chair Mehlinger's comment on removal of on-street parking to install bike facilities.

### **-Staff Comments**

Lillian Tsang, Principal Transportation Engineer/Planner, commented on the following:

- Toole Design Group will have a presentation on 8-80 Bikeway at the November BPAC meeting.
- Bay Trail closure will re-open the week of 10/24.
- Vice Chair Cordes and Commissioner Oey will both give a presentation at the November BPAC meeting.
- BPAC will be discussing the Year 2020 Annual Workplan at the November BPAC meeting. Commissioners should bring ideas of items to be incorporated in the Annual Workplan.
- December 3, there will be a Roadway Safety Plan TAC meeting.
- Any questions or comments from Commissioners should go directly to the BPAC liaisons Ralph Garcia or Lillian Tsang instead of contacting project staff directly.

## **INFORMATION ONLY REPORTS/ITEMS**

[19-1123](#) BPAC 2019 Annual Work Plan

[19-1118](#) Active Items List - October 2019

[19-1124](#)

VTA Bicycle and Pedestrian Funding Programs Presentation to VTA  
BPAC on October 9, 2019

### **ADJOURNMENT**

Chair Mehlinger adjourned the meeting at 9:25 p.m.



# City of Sunnyvale

## Agenda Item

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19-0816

Agenda Date: 11/5/2019

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Information/Action Items

## Information/Action Items - Council Directions to Staff

Date Requested	Directive/Action Required	Dept	Due Date	Completed
5/25/18	Bring back the sales tax chart by City when the Council considers the El Camino Real Precise Plan update	CDD	Jan 2020	
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	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	Feb 2020	
10/8/19	Develop a system to track the change in golf rounds played based on the agreement with the City of Santa Clara and report back to Council on an annual basis	DPW	Feb 2020	
10/8/19	Develop a hypothetical sequence chart for each map approved by the Council for district maps	OCA	11/5/19	
10/8/19	Provide the CVRA presentations to Council in advance of meeting	OCM	11/5/19	11/5/19

## 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 10/31/2019



# City of Sunnyvale

## Agenda Item

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19-0562

Agenda Date: 11/5/2019

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### REPORT TO COUNCIL

#### **SUBJECT**

Update Regarding the City Council Regular Meeting Calendar for 2020 through February 2021 and Potential Conflicts With Religious Holidays (Information Only)

#### **BACKGROUND**

On October 8, 2019, the City Council adopted its Regular Meeting Calendar for 2020 through February 2021. Council directed Staff to review the Meeting Calendar for conflicts with religious holidays and report back to Council as needed.

#### **EXISTING POLICY**

Charter of the City of Sunnyvale, Article VI, Section 608. Regular Meetings and Council Policy 7.2.1 - Community Engagement - Goals and Policies.

#### **ENVIRONMENTAL REVIEW**

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

#### **DISCUSSION**

Council Policy 7.2.1 - Community Engagement - Goals and Policies, promotes wide community representation and involvement from community members that reflect the diversity of Sunnyvale (see Goal B and Policies B.5 and B.6). Members of the community can engage the City Council regarding Council meeting agenda items via email, telephone, written correspondence and providing comments at Council meetings.

The Charter of the City of Sunnyvale, Article VI, Section 608. Regular Meetings, requires regular meetings of the City Council at least two times per month. Resolution No. 141-04 provides that these meetings take place on Tuesdays at 7:00 p.m. Based on this limitation, staff completes a thorough analysis to review dates that are available for Council meetings that do not conflict with other obligations. For example, the City Clerk will first review City recognized holidays due to the request of not holding meetings during the same week as a City holiday. Based on this criterion these dates are avoided. In addition, staff will look at Councilmember obligations such as annual conferences that Councilmembers may attend throughout the year (e.g., League of California Cities and the National League of Cities). These weeks are not included to avoid any attendance conflicts.

The cultural and religious diversity in Sunnyvale along with the Charter requirement for the City Council to meet a minimum of two times per month necessitates the scheduling of Council meetings on dates that conflict with various religious holidays. Members of the community are encouraged to

engage with Councilmembers via email, telephone or other written correspondence prior to Council meetings if community members are unable to attend a Council meeting due to observance of a religious holiday or are otherwise unable to attend a Council meeting that is of interest to them.

**PUBLIC CONTACT**

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

Prepared by: David Carnahan, City Clerk

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

**ATTACHMENTS**

1. Approved City Council Regular Meeting Calendar for 2020 through February 2021 Identifying Potential Conflicts With Religious Holidays.
2. Charter of the City of Sunnyvale, Article VI, Section 608. Regular Meetings.
3. Council Policy 7.2.1 - Community Engagement - Goals and Policies.
4. Resolution No. 141-04

**Potential Council Meeting Tuesdays**  
Including City observed holidays and approved Council meeting dates

Month, Year	Date	Notes	Religious Observation	Non-Religious Potential Conflict
<b>2020</b>				
<b>March 2020</b>				
	3/3/2020			Election Day
	3/10/2020		Purim - Jewish Hola Mohalla - Sikh	NLC Congressional Cities Conference 3/8-3/11
	<b>3/17/2020</b>	<b>Approved Meeting Date</b>	<b>St. Patrick's Day - Christian</b>	
	3/24/2020			
	<b>3/31/2020</b>	<b>Approved Meeting Date</b>		
<b>April 2020</b>				
	<b>4/7/2020</b>	<b>Approved Meeting Date</b>		
	4/14/2020		Pesach - Jewish	CUSD/FUHSD/SCUSD/SSD Spring Break
	4/21/2020		Ridvan - Baha'I Yom HaShoah - Jewish	
	<b>4/28/2020</b>	<b>Approved Meeting Date</b>	<b>Ridvan - Baha'I</b> <b>Ramadan - Islam</b>	
<b>May 2020</b>				
	<b>5/5/2020</b>	<b>Approved Meeting Date</b>	<b>Ramadan - Islam</b>	
	<b>5/12/2020</b>	<b>Board/Commission Interviews</b>	<b>Ramadan - Islam</b> <b>Lag B'Omer - Jewish</b>	
	<b>5/13/2020</b>	<b>Board/Commission Interviews</b>	<b>Ramadan - Islam</b>	
	<b>5/19/2020</b>	<b>Approved Meeting Date</b>	<b>Laylat al-Qadr - Islam</b> <b>Ramadan - Islam</b>	
	<b>5/21/2020</b>	<b>Budget Workshop</b>	<b>Ascension Day - Christian</b> <b>Ramadan - Islam</b>	
	5/25/2020	Memorial Day Holiday		City observed holiday
	5/26/2020			Day after a three-day weekend
<b>June 2020</b>				
	6/2/2020		Nirjala Ekadashi - Hindu Pradosh Vrat/Pradosham - Hindu	Election Day
	<b>6/9/2020</b>	<b>Approved Meeting Date</b>		
	6/16/2020		Guru Arjan martyrdom - Sikh	
	<b>6/23/2020</b>	<b>Approved Meeting Date</b>	<b>Jagannath Rath Yatra - Hindu</b>	
	<b>6/30/2020</b>	<b>Approved Meeting Date</b>		
<b>July 2020</b>				
	7/3/2020	Independence Day Holiday		City observed holiday
	7/7/2020			
	<b>7/14/2020</b>	<b>Approved Meeting Date</b>		
	<b>7/21/2020</b>	<b>Tentative Meeting Date</b>		
	<b>7/28/2020</b>	<b>Approved Meeting Date</b>		
<b>August 2020</b>				
	8/4/2020			National Night Out
	<b>8/11/2020</b>	<b>Approved Meeting Date</b>	<b>Krishna Janmashtami - Hindu</b>	
	8/18/2020			
	<b>8/25/2020</b>	<b>Approved Meeting Date</b>		
<b>September 2020</b>				
	9/1/2020		Ecclesiastical year begins - Orthodox Christian	
	9/7/2020	Labor Day Holiday		City observed holiday
	9/8/2020		Nativity of Virgin Mary - Christian	Day after a three-day weekend
	<b>9/15/2020</b>	<b>Approved Meeting Date</b>		
	<b>9/22/2020</b>	<b>Tentative Meeting Date</b>		
	<b>9/29/2020</b>	<b>Approved Meeting Date</b>	<b>St Michael and All Angels - Christian</b>	

**Potential Council Meeting Tuesdays**  
Including City observed holidays and approved Council meeting dates

Month, Year	Date	Notes	Religious Observation	Non-Religious Potential Conflict
October 2020	10/6/2020		Sukkot - Jewish	League of California Cities Conference 10/7-10/9
	10/13/2020	Approved Meeting Date		MMANC Conference 10/24-10/16
	10/20/2020		Navaratri - Hindu Installation of Scriptures as Guru Granth - Sikh	ICMA Conference 10/19-10/23
	10/27/2020	Approved Meeting Date		

November 2020	11/3/2020			Election Day
	11/10/2020	Approved Meeting Date		
	11/17/2020	Approved Meeting Date		
	11/24/2020		Day of the Covenant - Baha'i Martyrdom of Guru Tegh Bahdur - Sikh	NLC City Summit 11/20-11/23 & Thanksgiving Week
	11/26/2020	Thanksgiving Holiday	Ascension of Abu'l-Baha - Baha'i	City observed holiday
	11/27/2020	Thanksgiving Holiday	Ascension of Abu'l-Baha - Baha'i	City observed holiday

December 2020	12/1/2020	Approved Meeting Date		
	12/8/2020	Approved Meeting Date	Immaculate Conception of Mary - Catholic Christian	
	12/15/2020		Hanukkah - Jewish	
	12/22/2020		Posadas Navidenas - Hispanic Christian	
	12/24/2020	Christmas Eve	Christmas Eve - Christian	City observed holiday
	12/25/2020	Christmas Day	Christmas - Christian	City observed holiday
	12/29/2020		Kwanzaa	
	12/31/2020		Kwanzaa	
		New Year's Eve	Watch Night - Christian	City observed holiday

2021

January 2021	1/1/2021		Kwanzaa Mary, Mother of God - Catholic Christian Shogatsu/Gantan-sai (New Years) - Shinto	City observed holiday
		New Year's Day Holiday		
	1/5/2021	Approved Meeting Date	Twelfth Night - Christian	
	1/12/2021	Approved Meeting Date		
	1/18/2021	Martin Luther King, Jr. Holiday		City observed holiday
	1/19/2021		Timkat - Ethiopoian Christian	Day after a three-day weekend
	1/26/2021	Approved Meeting Date		
	1/28/2021	Strategic Planning Workshop	Tu BiShvat - Jewish	

February 2021	2/2/2021	Approved Meeting Date	Candlemas - Christian Imbolc-Lughnassad - Wicca/Neo Pagan	
	2/9/2021	Tentative Meeting Date		
	2/15/2021	Presidents' Day Holiday	Nirvana Day - Buddhist	City observed holiday
	2/16/2021		Vasant Panchami - Hindu Shrove Tuesday - Christian	CUSD/SSD Winter Recess
	2/23/2021	Approved Meeting Date		
	2/25/2021	Study/Budget Issues Workshop		

Dates of Special Meetings are listed for informational purposes only and may be subject to change

Sunnyvale Municipal Code

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[CHARTER OF THE CITY OF SUNNYVALE](#)  
[Article VI The Council](#)

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**Section 608. Regular Meetings.**

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. (Amended effective December 21, 1976; previously Section 707)

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View the [mobile version](#).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Lead Department: Office of the City Manager

**RESOLUTION NO. 141-04**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SUNNYVALE FIXING THE DAYS AND TIME FOR REGULAR  
CITY COUNCIL MEETINGS**

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 December 13, 2001, the City Council adopted Resolution No. 212-01 which provides that regular monthly meetings of the Council shall be held at least two Tuesdays each month at 7:30 p.m. in the City Council Chambers, Sunnyvale, California, or at other locations to which the Council may adjourn within the City; and

WHEREAS, the City Council now desires to change the starting time of the meeting to encourage more public input and participation.

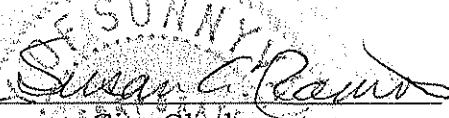
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUNNYVALE THAT:

1. Regular City Council meetings shall be held on at least two (2) 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.
2. The City Council may adjourn or re-adjourn 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.
3. Resolution No. 212-01 is hereby rescinded.

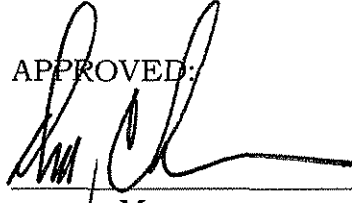
Adopted by the City Council at a regular meeting held on November 16, 2004, by the following vote:

AYES: LEE, FOWLER, CHU, HOWE, MILLER, SWEGLES  
NOES: NONE  
ABSTAIN: HAMILTON  
ABSENT: NONE

ATTEST:

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

APPROVED:

  
\_\_\_\_\_  
Mayor



# City of Sunnyvale

## Agenda Item

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19-1161

Agenda Date: 11/5/2019

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Study Session Summary of October 8, 2019 - Level of Service (LOS) to Vehicle Miles Traveled (VMT) Transition Update

**Call to Order:**

Vice Mayor Melton called the meeting to order at 6:00 p.m.

**City Councilmembers Present:**

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

**City Councilmembers Absent:**

None

**Study Session Summary:**

Amber Blizinski, Principal Planner, and Dennis Ng, Transportation and Traffic Manager, delivered a presentation that discussed why the City was transitioning to VMT from LOS for the analyzation of traffic under the California Environmental Quality Act (CEQA), how the City is collaborating with other jurisdictions in the County on these efforts, and what the next steps will look like before the final adoption of thresholds prior to the July 1, 2020 state deadline. The presentation also covered how LOS will continue to be used to evaluate congestion.

Councilmembers asked questions and made the following comments:

- How changes in transportation options, and future land development, modify VMT outputs, and how often that data is updated.
- More education is needed on VMT at the next Council Study Session.
- Information on the effect Transportation Demand Management has on VMT outputs.
- VMT is pollution reduction based, how do electric vehicles affect that output?
- Desire to continue to use LOS in addition to VMT.
- VMT 101 needed for public outreach component.
- Concern over what effects VMT analysis may have on the community.
- Interest in further understanding of the potential to streamline projects through CEQA.
- Desire to understand what other jurisdictions (San Jose) have learned from implementing VMT analysis.
- More information on how the model/spreadsheet will work to output project VMT.
- Concerns over potential lack of sophistication with the technical tools

- Concern over how thresholds should be set.

**Public Comment:**

Members of the public made the following comments:

- VMT analysis should always be estimated using the latest data and tech tools.
- VMT assumptions should continue to evolve over time.
- LOS promotes road capacity, which is less of a priority, VMT may result in better development and multi-modal upgrades.
- How is the City's bicycle network integrated into VMT analysis?

**Adjournment:**

Vice Mayor Melton adjourned the meeting at 6:55 p.m.



# City of Sunnyvale

## Agenda Item

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19-1172

Agenda Date: 11/5/2019

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### REPORT TO COUNCIL

#### **SUBJECT**

Notice of Public Works Director's Decision on Final Maps (Information Only)

#### **BACKGROUND**

In accordance with Sunnyvale Municipal Code Section 18.20.270, this is notice of the Public Works Director's pending approval on the following Final Map(s):

<b>Tract</b>	10507
<b>Location</b>	1142 Dahlia Court
<b>Developer</b>	TH-HW Dahlia LLC, a California limited liability company
<b>Lots/Units</b>	61 lots (58 developable, 2 common, 1 park lot) / 58 single family home units

#### **ENVIRONMENTAL REVIEW**

Approval of final subdivision map is a ministerial action exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15268(b)(3).

#### **PUBLIC CONTACT**

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

Prepared by: Marlon Quiambao, Senior Engineer

Reviewed by: Jennifer Ng, Assistant Director of Public Works

Reviewed by: Chip Taylor, Director of Public Works