



# City of Sunnyvale

## Notice and Agenda City Council

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Tuesday, September 15, 2020

5:00 PM

Telepresence Meeting: City Web Stream |  
Comcast Channel 15

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

### Special Teleconference Notice

*Because of the COVID-19 emergency and the “shelter in place” orders issued by Santa Clara County and the State of California, the meeting of the Sunnyvale City Council on September 15, 2020, will take place by teleconference, as allowed by Governor Gavin Newsom’s Executive Order N-29-20.*

- *Watch the City Council meeting on television over Comcast Channel 15, at <http://youtube.com/SunnyvaleMeetings> or <https://sunnyvaleca.legistar.com/calendar.aspx>.*
- *Submit written comments to the City Council up to 4 hours prior to the meeting to [council@sunnyvale.ca.gov](mailto:council@sunnyvale.ca.gov) or by mail to City Clerk, 603 All America Way, Sunnyvale, CA 94086.*
- *Teleconference participation: You may provide audio public comment by connecting to the teleconference meeting online or by telephone. Use the Raise Hand feature to request to speak (\*9 on a telephone):*

*Meeting online link: <https://sunnyvale-ca-gov.zoom.us/j/96111580540>*

*Meeting call-in telephone number: 833-548-0276 | Meeting ID: 961 1158 0540*

*Pursuant to the Americans with Disabilities Act (ADA) and Executive Order N-29-20, if you need special assistance to provide public comment, contact the City at least 2 hours prior to the meeting in order for the City to make reasonable alternative arrangements for you to communicate your comments. For other special assistance, please contact the City at least 48 hours prior to the meeting to enable the City to make reasonable arrangements to ensure accessibility to this meeting. The Office of the City Clerk may be reached at (408) 730-7483 or [cityclerk@sunnyvale.ca.gov](mailto:cityclerk@sunnyvale.ca.gov) (28 CFR 35.160 (b) (1)).*

**5 P.M. SPECIAL COUNCIL MEETING (Study Session)****Call to Order**

*Call to Order via teleconference.*

**Roll Call****Study Session**

*The public may provide comments regarding the Study Session item(s). If you wish to address the Council, please refer to the notice at the beginning of this agenda.*

- A     [20-0407](#)           Cleanwater Center Architectural Concept
- B     [20-0329](#)           Review of Solid Waste Franchise Collection Proposal

**Adjourn Special Meeting****7 P.M. COUNCIL MEETING**

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

**CALL TO ORDER**

*Call to Order via teleconference.*

**ROLL CALL****SPECIAL ORDER OF THE DAY**

- C     [20-0014](#)           SPECIAL ORDER OF THE DAY - Ceremonial Oath of Office  
for Board and Commission Members
- D     [20-0390](#)           SPECIAL ORDER OF THE DAY - Hispanic Heritage Month
- E     [20-0391](#)           SPECIAL ORDER OF THE DAY - POW/MIA Recognition Day

**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 refer to the notice at the beginning of this agenda. 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 refer to the notice at the beginning of this agenda.*

- 1.A [20-0393](#) Approve City Council Meeting Minutes of August 19, 2020 (Commission Interviews)

**Recommendation:** Approve the City Council Meeting Minutes of August 19, 2020 as submitted.

- 1.B [20-0649](#) Approve City Council Meeting Minutes of August 25, 2020

**Recommendation:** Approve the City Council Meeting Minutes of August 25, 2020 as submitted.

- 1.C [20-0709](#) Approve the List(s) of Claims and Bills Approved for Payment by the City Manager

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

- 1.D [20-0716](#) Adopt a Resolution to Summarily Vacate a Portion of a Slope Easement at 1390 Borregas Avenue

**Recommendation:** Adopt the Resolution to summarily vacate a portion of the 18-foot wide slope easement at 1390 Borregas Avenue; and to authorize and direct the City Clerk to record a certified copy of the resolution, attested by the City Clerk under seal, with the Santa Clara County Recorder's Office.

- 1.E [20-0717](#) Adopt a Resolution to Summarily Vacate a Portion of a Slope Easement at 212 Gibraltar Drive

**Recommendation:** Adopt the resolution to summarily vacate a portion of the 15-foot wide slope easement at 212 Gibraltar Drive; and to authorize and direct the City Clerk to record a certified copy of the resolution, attested by the City Clerk under seal, with the Santa Clara County Recorder's Office.

- 1.F [20-0721](#) Adopt a Resolution Acknowledging Receipt of a Report From the Department of Public Safety Regarding Annual Fire and Life Safety Inspections Pursuant to Sections 13146.2 Through 13146.4 of the California Health and Safety Code

**Recommendation:** Adopt a Resolution acknowledging receipt of a report from the Department of Public Safety regarding annual Fire and Life Safety Inspections pursuant to Sections 13146.2 through 13146.4 of the California Health and Safety Code.

- 1.G [20-0807](#) Adopt a Resolution Confirming a Local Emergency Order of the Director of Emergency Services Regarding Allowing Temporary Outdoor Business Activities on Private and Public Property in the City of Sunnyvale in Response to Public Health Concerns Because of the Novel Coronavirus (COVID-19)

**Recommendation:** Adopt a Resolution Ratifying the City Manager/Director of Emergency Services' Order Regarding Temporary Outdoor Business Activities on Public and Private Property in the City of Sunnyvale.

- 1.H [20-0819](#) Ratify the Appointments of Mayor Larry Klein and Vice Mayor Nancy Smith to the Santa Clara County Unhoused Task Force as the City of Sunnyvale Representatives

**Recommendation:** Staff makes no recommendation. By approval of the consent calendar, Council ratifies Mayor Klein and Vice Mayor Smith's Appointments to the Santa Clara County Unhoused Task Force as the City of Sunnyvale Representatives.

## **PUBLIC HEARINGS/GENERAL BUSINESS**

*If you wish to speak to a public hearing/general business item, please refer to notice at the beginning of this agenda. 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      [20-0047](#)      APPLICATION WITHDRAWN  
Proposed Project: General Plan Amendment Initiation request to study changing the General Plan designation from Low Density Residential to Low-Medium Density Residential on a 0.94 acre site  
Location: 640 Lakehaven Drive (APN: 110-16-040)  
File #: 2020-7030  
Zoning: R-0/PD (Low Density Residential/Planned Development)  
General Plan: Low Density Residential  
Applicant / Owner: GSJ &2 LLC  
Environmental Review: The project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378(a).  
Project Planner: Aastha Vashist, (408) 730-7458, avashist@sunnyvale.ca.gov

**Recommendation:** Application withdrawn. No action required.

- 3      [20-0651](#)      Award of Bid No. PW20-02 to Robert A. Bothman Construction for Fair Oaks Park Renovation & Enhancement and Magical Bridge Playground, Finding of California Environmental Quality Act (CEQA) Categorical Exemption, Approve Second Amendment to Consultant Services Agreement with Magical Bridge Foundation, and Approval of Budget Modification No. 6

**Recommendation:** Alternative 1:

Take the following actions:

- Make a finding of California Environmental Quality Act (CEQA) categorical exemption pursuant to CEQA Guidelines Section 15301;
- Award a construction contract in substantially the same form as Attachment 2 to the report in the amount of \$16,300,000.00 to Robert A. Bothman Construction;
- Authorize the City Manager to execute the construction contract when all necessary conditions have been met;
- Approve a 10% construction contingency in the amount of \$1,630,000;
- Authorize the City Manager to execute a Second Amendment to a Consultant Services Agreement, in substantially the same form as Attachment 3 to the report, with Magical Bridge Foundation to increase the City's contribution to \$2,301,500 and the contract amount to a new not-to-exceed amount of \$4,591,500; and
- Approve Budget Modification No. 6 in the amount of \$3,399,392 to provide additional project funding.

**4**      [20-0762](#)

Proposed Project: General Plan Amendment Initiation request to consider amending the General Plan designation from Commercial to Medium Density Residential on two sites totaling 1.2-acres.

Location: 1313 S. Wolfe Road (APN: 309-10-026 and 309-10-027)

File #: 2020-7031

Zoning: C-1 (Neighborhood Business)/PD (Planned Development)

General Plan: Commercial

Applicant / Owner: 4Terra Investments (applicant) / Desmond Family Real Estate Limited Partner (owner)

Environmental Review: The project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378(a).

Project Planner: Mary Jeyaprakash, (408) 730-7449, [mjeyaprakash@sunnyvale.ca.gov](mailto:mjeyaprakash@sunnyvale.ca.gov)

**Recommendation:** Alternative 2: Deny the General Plan Amendment Initiation request to consider amending the General Plan designation from Commercial to Medium Density Residential including a commercial component, per the applicant's proposal.

- 5      [20-0673](#)      Adopt a Resolution Authorizing the City to Enter into a Loan Agreement with the United States Environmental Protection Agency up to the amount of \$221,000,000 and Authorize the City Manager to Execute the Loan Agreement and Related Documents and Pay All Closing Costs

**Recommendation:** Alternative 1: Adopt a Resolution Authorizing the City to Enter into a Loan Agreement with the United States Environmental Protection Agency up to the amount of \$221,000,000 and Authorizing the City Manager to Execute the Loan Agreement and Related Documents and Pay All Closing Costs.

## **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.

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|-------------------------|--|
| <a href="#">20-0711</a> | Tentative Council Meeting Agenda Calendar                                    |
| <a href="#">20-0758</a> | Board/Commission Meeting Minutes   |
| <a href="#">20-0759</a> | Information/Action Items   |
| <a href="#">20-0823</a> | Study Session Summary of August 11, 2020 - Moffett Park Specific Plan Update |

### **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 in the Office of the City Clerk located at 603 All America Way, 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, 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 to access City Hall to view these materials and 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.*

**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 Office of the City Clerk. The City Clerk will distribute your items to the Council following the meeting.*

**Upcoming Meetings**

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





Sunnyvale

# City of Sunnyvale

## Agenda Item

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**20-0407**

**Agenda Date: 9/15/2020**

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Cleanwater Center Architectural Concept



Sunnyvale

# City of Sunnyvale

## Agenda Item

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**20-0329**

**Agenda Date: 9/15/2020**

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Review of Solid Waste Franchise Collection Proposal



Sunnyvale

# City of Sunnyvale

## Agenda Item

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**20-0014**

**Agenda Date: 9/15/2020**

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SPECIAL ORDER OF THE DAY - Ceremonial Oath of Office for Board and Commission Members



Sunnyvale

# City of Sunnyvale

## Agenda Item

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**20-0390**

**Agenda Date: 9/15/2020**

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SPECIAL ORDER OF THE DAY - Hispanic Heritage Month



Sunnyvale

# City of Sunnyvale

## Agenda Item

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**20-0391**

**Agenda Date: 9/15/2020**

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SPECIAL ORDER OF THE DAY - POW/MIA Recognition Day



Sunnyvale

# City of Sunnyvale

## Agenda Item

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**20-0393**

**Agenda Date: 9/15/2020**

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**SUBJECT**

Approve City Council Meeting Minutes of August 19, 2020 (Commission Interviews)

**RECOMMENDATION**

Approve the City Council Meeting Minutes of August 19, 2020 as submitted.



# City of Sunnyvale

## Meeting Minutes - Draft City Council

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Wednesday, August 19, 2020

5:00 PM

Telepresence Meeting: City Web Stream

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### Special Meeting: Board and Commission Interviews - 5 PM

#### Special Teleconference Notice

#### 5 P.M. SPECIAL COUNCIL MEETING (Study Session)

##### 1 Call to Order

Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, the meeting was conducted telephonically.

Mayor Klein called the meeting to order at 5:00 p.m. via teleconference.

##### 2 Roll Call

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

Mayor Klein, Vice Mayor Smith and all Councilmembers attended via teleconference.

##### 3 Public Comment

Public Comment opened at 5:02 p.m.

No Speakers.

Public Comment closed at 5:02 p.m.

##### 4 Study Session

[20-0010](#)

Board and Commission Interviews

Council interviewed the following applicants for vacancies on commissions:

Omar Din - Housing and Human Services Commission

Franklin Lowe - Housing and Human Services Commission

Michael Lerman - Sustainability Commission

Gweneth Buckley - Sustainability Commission

Council took a recess at 6:02 p.m. and reconvened at 6:15 p.m. with all Councilmembers present via teleconference

Benjamin Hylak - Housing and Human Services Commission

Tonya Veitch - Sustainability Commission

Agnes Veith - Sustainability Commission

## **5 Adjourn Special Meeting**

Mayor Klein adjourned the meeting at 6:59 p.m.





Sunnyvale

# City of Sunnyvale

## Agenda Item

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**20-0649**

**Agenda Date: 9/15/2020**

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**SUBJECT**

Approve City Council Meeting Minutes of August 25, 2020

**RECOMMENDATION**

Approve the City Council Meeting Minutes of August 25, 2020 as submitted.



# City of Sunnyvale

## Meeting Minutes - Draft City Council

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Tuesday, August 25, 2020

5:00 PM

Telepresence Meeting: City Web Stream |  
Comcast Channel 15

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

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

#### **1 Call to Order**

Mayor Klein called the meeting to order at 5:00 p.m.

#### **2 Roll Call**

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

Mayor Klein, Vice Mayor Smith and all Councilmembers attended via teleconference.

#### **3 Public Comment**

Public Comment opened at 5:02 p.m.

No speakers.

Public Comment opened at 5:02 p.m.

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

[20-0665](#)

Closed Session Held Pursuant to California Government Code  
Section 54957.6:

CONFERENCE WITH LABOR NEGOTIATORS

Agency Designated Representatives: Tina Murphy, Director of

Human Resources; Kent Steffens, City Manager; Charles Sakai, Labor Attorney

Employee Organization: Public Safety Officers Association (PSOA)

## **5 Adjourn Special Meeting**

Mayor Klein adjourned the meeting at 5:56 p.m.

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

### **1 Call to Order**

Mayor Klein called the meeting to order at 6:00 p.m.

### **2 Roll Call**

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

Mayor Klein, Vice Mayor Smith and all Councilmembers attended via teleconference.

### **3 Public Comment**

Mayor Klein announced that Council will hear agenda Item 3-Public Comment after agenda Item 4-Study Session.

### **4 Study Session**

[20-0227](#) Master Plan for Public Art

Superintendent of Community Services Damon Sparacino provided the staff report and presentation.

### **3 Public Comment**

Public Comment opened at 6:38 p.m.

Mike Serrone urged Council to reopen the gallery and identify a permanent venue to host cultural events.

Agnes, Arts Commission Member shared support for increasing the Art in Private Development in-lieu (in-lieu) fee.

Dawna Eskridge voiced support for increasing the in-lieu fee, a permanent gallery and temporary art pieces.

Susannah Vaughan communicated support for increasing the in-lieu fee.

Public Comment closed at 6:48 p.m.

### **5 Adjourn Special Meeting**

Mayor Klein adjourned the meeting at 6:48 p.m.

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

#### **CALL TO ORDER**

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

#### **ROLL CALL**

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

Mayor Klein, Vice Mayor Smith and all Councilmembers attended via teleconference.

#### **CLOSED SESSION REPORT**

Vice Mayor Smith reported that Council met in Closed Session Held Pursuant to California Government Code Section 54957.6: CONFERENCE WITH LABOR NEGOTIATORS Agency Designated Representatives: Tina Murphy, Director of Human Resources; Kent Steffens, City Manager; Charles Sakai, Labor Attorney; Employee Organization: Public Safety Officers Association (PSOA); nothing to

report.

**SPECIAL ORDER OF THE DAY**

[20-0389](#) SPECIAL ORDER OF THE DAY - Library Card Sign-Up Month

Mayor Klein read a proclamation in honor of Library Card Sign-Up Month.

**ORAL COMMUNICATIONS**

Terry Sturtevant, Sunnyvale Masters Swimming member (Sunnyvale Masters member) encouraged Council to consider reinstating the Masters Swimming program (Masters program) at Fremont High School.

Josh Grossman, Sunnyvale Masters member and Sunnyvale City Council District 2 Candidate urged Council to consider reinstating the Masters program.

Don Milenko, Sunnyvale Masters member voiced support for reinstating the Masters program.

Lesley Reid, Sunnyvale Masters member shared support for reinstating the Masters program.

Katherine Raatz, Sunnyvale Masters member communicated support for reinstating the Masters program.

Gina Funaro, Sunnyvale Masters member voiced support for reinstating the Masters program.

Leslie Almas, Sunnyvale Masters member shared support for reinstating the Masters program.

Paul Brunemeier, Sunnyvale Masters member communicated support for reinstating the Masters program.

Susannah Vaughan urged Council to be cautious and consider the public health order of social distancing when reinstating community programs.

**CONSENT CALENDAR**

Mayor Klein stated his vote would be a recusal on Items 1.F through 1.I due to a conflict of interest with owning property in the vicinity of the Downtown.

Councilmember Larsson stated his vote would be a recusal on Items 1.F through 1. I due to a conflict of interest with owning property in the vicinity of Downtown.

MOTION: Vice Mayor Smith moved and Councilmember Melton seconded the motion to approve agenda items 1.A through 1.I.

The motion carried with the following vote:

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

**No: 0**

**1.A**     [20-0037](#)     Approve City Council Meeting Minutes of August 11, 2020

Approve the City Council Meeting Minutes of August 11, 2020 as submitted.

**1.B**     [20-0494](#)     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**     [20-0703](#)     Modify Blanket Purchase Orders with SC Fuels and Valley Oil for the Purchase of Unleaded Vehicle Fuel (F20-195 & F21-011)

Take the following actions:

- Authorize the City Manager to amend the existing blanket purchase order with SC Fuels for unleaded gasoline, in substantially the same format as Attachment 1 to the report, increasing the not-to-exceed amount by \$230,000 for a new total not-to-exceed amount of \$325,000; and

- Authorize the City Manager to amend the existing blanket purchase order with Valley Oil for unleaded gasoline, in substantially the same format as Attachment 2 to the report, increasing the not-to-exceed amount by \$63,000 for a new total not-to-exceed amount of \$143,000.

**1.D**     [20-0765](#)     Receive a Report of an Emergency Procurement to provide

Fuel for Emergency Bypass Pumping Operations at the Water Pollution Control Plant; Find that the Project is of Urgent Necessity for the Preservation of Life, Health, or Property; and Approve Budget Modification No. 5

Receive a report of an emergency procurement to provide fuel for emergency bypass pumping operations at the Water Pollution Control Plant; find that the project is of urgent necessity for the preservation of life, health, or property, and approve Budget Modification No. 5.

**1.E**      [20-0646](#)      Adopt a Resolution Extending the City's Declaration of Local Emergency for COVID-19

Adopt a Resolution extending the City Manager/Director of Emergency Services' Proclamation of existence of a local emergency (COVID-19).

**1.F**      [20-0764](#)      Adopt Ordinance No. 3162-20 Repealing and Re-Adopting Chapter 19.28 (Downtown Specific Plan) of Title 19 (Zoning) of the Sunnyvale Municipal Code and Making Related Changes to Chapter 13.08 (Right-Of-Way Encroachments), Chapter 19.46 (Parking) and Chapter 19.82 (Miscellaneous Plan Permit) of the Sunnyvale Municipal Code.

MOTION: Vice Mayor Smith moved and Councilmember Melton seconded the motion to adopt Ordinance No. 3162-20 repealing and re-adopting Chapter 19.28 (Downtown Specific Plan) of Title 19 (Zoning) of the Sunnyvale Municipal Code and making related changes to Chapter 13.08 (Right-Of-Way Encroachments), Chapter 19.46 (Parking) and Chapter 19.82 (Miscellaneous Plan Permit) of the Sunnyvale Municipal Code.

The motion carried with the following vote:

**Yes:** 5 - Vice Mayor Smith  
Councilmember Hendricks  
Councilmember Melton  
Councilmember Goldman  
Councilmember Fong

**No:** 0

**Recused:** 2 - Mayor Klein  
Councilmember Larsson

**1.G**      [20-0766](#)      Adopt Ordinance No. 3163-20 to amend the Precise Zoning

Map, Zoning Districts Map, to Re-Designate the Parcel Identified by Assessor's Parcel Number 209-07-007, Known as 141 Taaffe St., 143 Taaffe St., 150 Aries Way, 160 Aries Way, and 141, 310, 350, 360, 370, and 380 Altair Way, From Downtown Specific Plan (DSP) Block 1a To DSP Block 1

MOTION: Vice Mayor Smith moved and Councilmember Melton seconded the motion to adopt Ordinance No. 3163-20 to amend the Precise Zoning Map, Zoning Districts Map, to re-designate the Parcel identified by Assessor's Parcel Number 209-07-007, known as 141 Taaffe St., 143 Taaffe St., 150 Aries Way, 160 Aries Way, and 141, 310, 350, 360, 370, and 380 Altair Way, from Downtown Specific Plan (DSP) Block 1a To DSP Block 1.

The motion carried with the following vote:

**Yes:** 5 - Vice Mayor Smith  
Councilmember Hendricks  
Councilmember Melton  
Councilmember Goldman  
Councilmember Fong

**No:** 0

**Recused:** 2 - Mayor Klein  
Councilmember Larsson

**1.H**     [20-0767](#)     Adopt Ordinance No. 3164-20 to Approve and Adopt a Development Agreement between the City of Sunnyvale and STC Venture LLC and Related Entities: STC Venture Block B, LLC; STC Venture 200WA, LLC; STC Venture Block 3RWS, LLC; and STC Venture Block 6, LLC

MOTION: Vice Mayor Smith moved and Councilmember Melton seconded the motion to adopt Ordinance No. 3164-20 to approve and adopt a development agreement between the City of Sunnyvale and STC Venture LLC and related entities: STC Venture Block B, LLC; STC Venture 200WA, LLC; STC Venture Block 3RWS, LLC; and STC Venture Block 6, LLC.

The motion carried with the following vote:



**Yes: 5 -** Vice Mayor Smith  
Councilmember Hendricks  
Councilmember Melton  
Councilmember Goldman  
Councilmember Fong

**No: 0**

**Recused: 2 -** Mayor Klein  
Councilmember Larsson

- 1.1**      [20-0768](#)      Adopt Ordinance No. 3165-20 to Approve and Adopt a Development Agreement between the City of Sunnyvale and Martin A. Kasik and Sharon K. Kasik, Trustees of the Kasik Family 1990 Living Trust, Kelley Kasik (a/k/a Kelly Kasik Stahl), an individual, and Kerry Cathleen Kasik, an individual

MOTION: Vice Mayor Smith moved and Councilmember Melton seconded the motion to adopt Ordinance No. 3165-20 to approve and adopt a Development Agreement between the City of Sunnyvale and Martin A. Kasik and Sharon K. Kasik, Trustees of The Kasik Family 1990 Living Trust, Kelley Kasik (a/k/a Kelly Kasik Stahl), an individual, and Kerry Cathleen Kasik, an individual.

The motion carried with the following vote:

**Yes: 5 -** Vice Mayor Smith  
Councilmember Hendricks  
Councilmember Melton  
Councilmember Goldman  
Councilmember Fong

**No: 0**

**Recused: 2 -** Mayor Klein  
Councilmember Larsson

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

- 2**      [20-0249](#)      Adopt the Active Transportation Plan

Transportation and Traffic Manager Dennis Ng provided the staff report and presentation.

Public Hearing opened at 9:06 p.m.

Richard Mehlinger, Chair, Bicycle and Pedestrian Advisory Commission (BPAC) spoke towards BPAC's recommendations for the Active Transportation Plan (Plan). Specifically, targeting a 10% increase in active transportation mode share and adopting a lightweight change program for the Plan.

Chad spoke towards the recommended Plan goals being inadequate.

Tim Oey shared support for BPAC's recommendations.

John Cordes on behalf of Silicon Valley Bicycle Coalition (SVBC) voiced support for Alternative 4 and shared the organization's recommended modifications.

Leia Mehlman communicated support for a lightweight change program, biannual reviews and SVBC's recommendations.

Radhika Agarwal on behalf of Sunnyvale-Silicon Youth Climate Action Team (Action Team) shared support for BPAC's recommendation of a 1% increase in active transportation mode share per year.

Mike Serrone on behalf of Sunnyvale Democratic Club and Livable Sunnyvale voiced support for BPAC's recommendations. Specifically, a lightweight change program and a 10% increase in active transportation mode share.

Annabelle Law, Action Team member communicated support for BPAC's recommendation of a 10% increase in active transportation mode share.

Kaushik Tota, President, Youth Public Policy Institute and Co-Lead, Action Team requested Council consider implementing BPAC's recommendations when adopting the Plan; specifically, to fill in the gaps in the Complete Bikeway Network.

Rathik Murtinity, Youth Public Policy Institute member shared support for BPAC's recommendations. Specifically, a 1% increase in active transportation mode share per year.

Mallory Mitton, Action Team member voiced support for BPAC's recommendation of gap fillers for bicycles.

Dan Hafeman communicated support for Alternative 4 to include completion of

low-stress spine network such as Map 9 of the Plan.

Beatrice Ho, Action Team member shared support of BPAC's recommendation regarding pedestrian accessibility and safety.

Kristel Wickham requested Council consider implementing recommendations from BPAC and SVBC when adopting the Plan.

Naomi Chow, Action Team member voiced support of BPAC's recommendation of a lightweight change program.

Alysa Cisneros, Sunnyvale City Council District 2 Candidate communicated support for BPAC's recommendation of a 10% increase in active transportation mode share.

Jenny Purushotma shared concerns regarding bicycle and pedestrian safety in the Sunnyvale Neighbors of Arbor Including La Linda (SNAIL) neighborhood.

Valerie Soares requested Council consider implementing bicycle and pedestrian safety measures such as roundabouts, speed bumps, pedestrian beacons and high visibility crosswalks in the SNAIL neighborhood.

Anika Khandavalli voiced support for BPAC's recommendation related to bike parking at train stations.

Peri Plantenberg, Co-Lead Action Team communicated support for BPAC's recommendation of a lightweight change program.

Linda Sell shared support for staff's recommendations included in Attachment 10 to the report and for a lightweight change program.

Dafne Clarke, Action Team members voiced support for BPAC's recommendation of gap fillers for bicycles.

Omar Din, Sunnyvale City Council District 6 Candidate communicated support for BPAC's recommendations of a 10% increase in active transportation mode share and to create low-stress networks.

Sue Serrone shared support for including BPAC's recommendations in the adopted Plan.

Martin Pyne voiced support for bicycle access and infrastructure.

Ari Feinsmith requested Council consider implementing recommendations from BPAC and SVBC when adopting the Plan.

Public Hearing closed at 10:13 p.m.

MOTION: Councilmember Hendricks moved and Councilmember Melton seconded the motion to approve Alternatives 3 and 4:

3. Adopt the Active Transportation Plan (Plan) with modifications, included in Attachment 10 to the report, as proposed by staff subsequent to the Bicycle and Pedestrian Advisory Commission (BPAC) meeting, which will serve as a guide to the development of a comprehensive bicycling and walking system throughout the City; and

4. Incorporate the following modifications:

- Include an introduction that provides an overview regarding the purpose and goals of the Plan;
- Amend page 205 of the Plan to remove the requirement of Assessment Districts for Selo Drive and Los Arboles Avenue residents;
- Amend page 209 of the Plan to reflect that sidewalks will be installed along Poplar Avenue and remove the requirement of an Assessment District;
- Include proposed modification BPAC 6a of Attachment 9 to replace Action 1.4 with Land Use and Transportation Element Policy LT-3.22;
- Increase the active transportation mode share target from 5% to 10%; and
- Include BPAC Modification Sections 3, 4 and 5 (Attachment 9 to the report) as an appendix to the Plan.

The motion carried with the following vote:

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

**No:** 0

Council took a recess at 11:01 p.m. and reconvened at 11:10 p.m. with all Councilmembers present via teleconference.

- 3        [20-0609](#)        Proposed Project: Appeal by Laborers' International Union of North America (LIUNA), Local Union 270, represented by Michael R. Lozeau at Lozeau Drury LLP, of a decision by the Planning Commission to conditionally approve:  
USE PERMIT for a new six-story hotel with 128 rooms.  
Location: 1296 Lawrence Station Road (APN: 104-33-012)  
File #: 2017-8060  
Zoning: Industrial and Service (M-S)  
Applicant / Owner: Baywood Hotels (applicant) / Sunnyvale Holdings LLC (owner)  
Environmental Review: The project is consistent with the Land Use and Transportation Element (LUTE) of the City's General Plan and no additional environmental review is required pursuant to CEQA Guidelines Section 15183 and Public Resources Code Section 21083.3.

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

Public Hearing opened at 11:26 p.m.

Michael R. Lozeau, Lozeau Drury LLP, on behalf of Laborers' International Union of North America (LIUNA), Local Union 270 provided the appellant report.

David Burkett, Burkett Architecture and Peter MacDonald, MacDonald Law provided the applicant report and presentation.

Public Hearing closed at 11:51 p.m.

MOTION: Councilmember Melton moved and Councilmember Larsson seconded the motion to approve Alternative 1: deny the appeal and affirm the Planning Commission's determination to approve the California Environmental Quality Act determination that the project is consistent with the Land Use and Transportation Element (LUTE) of the City's General Plan and no additional environmental review is required as noted in the checklist in Attachment 5 to the report, and approval of the Use Permit subject to the revised recommended conditions of approval in Attachment 4 to the report; with the following modification:

- Remove PS-1c: Plant additional trees closer to the hotel that are vertical, genetically large, native species and that grow to a minimum of 75 feet at maturity from the conditions of approval.

The motion carried with the following vote:

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

**No: 0**

MOTION: Councilmember Melton moved and Vice Mayor Smith seconded the motion to hear Public Hearing/General Business Agenda Item 4.

The motion carried with the following vote:

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

**No: 0**

**4**      [20-0012](#)      Appoint Applicants to the Housing and Human Services Commission and the Sustainability Commission

City Clerk David Carnahan provided the staff report.

Public Hearing opened at 12:05 p.m.

No speakers.

Public Hearing closed at 12:05 p.m.

City Clerk David Carnahan conducted random roll call votes, tallied the votes and

reported the results as follows:

Housing and Human Services Commission  
(1 vacancy)

Omar Din (only preference)  
Vote: 5-0-2

Benjamin Hylak (1st preference)  
Vote: 0-0-7

Franklin Lowe (only preference)  
Vote: 5-0-2

Sustainability Commission  
(1 vacancy)

Gweneth Buckley (only preference)  
Vote: 4-0-3

Michael Lerman (only preference)  
Vote: 3-0-4

Tonya Veitch (only preference)  
Vote: 5-0-2

Agnes Veith (only preference)  
Vote: 2-0-5

Tonya Veitch was appointed to the Sustainability Commission to serve a term expiring 6/30/2024.

MOTION: Councilmember Melton moved and Vice Mayor Smith seconded the motion to appoint Franklin Lowe to the Housing and Human Services Commission to serve a term expiring 6/30/2024.

The motion carried with the following vote:

**Yes: 5 -** Mayor Klein  
Vice Mayor Smith  
Councilmember Hendricks  
Councilmember Melton  
Councilmember Goldman

**No: 0**

**Abstain: 2 -** Councilmember Larsson  
Councilmember Fong

Franklin Lowe was appointed to the Housing and Human Services Commission to serve a term expiring 6/30/2024.

MOTION: Vice Mayor Smith moved and Councilmember Fong seconded the motion to hear the remainder of the agenda item.

The motion carried with the following vote:

**Yes: 4 -** Vice Mayor Smith  
Councilmember Larsson  
Councilmember Goldman  
Councilmember Fong

**No: 3 -** Mayor Klein  
Councilmember Hendricks  
Councilmember Melton

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

Mayor Klein shared his attendance at various Silicon Valley Recovery Roundtable (SVRR) meetings. The SVRR group produced a report that details best policies, processes and practices to take during recovery from the pandemic. He shared his attendance at a Valley Transportation Authority State Route 85 Corridor Policy Advisory Board meeting and details of the Board's recommendation of a median transit lane dedicated to public transit and shuttle services.

Vice Mayor Smith advised she shared updates from the Silicon Valley Clean Energy with Council via email.

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



**-Council**

Vice Mayor Smith inquired about the Sunnyvale Masters Swimming program (Masters program) at Fremont High School.

City Manager Kent Steffens indicated that staff would be discussing the program and possible options.

Councilmember Goldman inquired whom residents should contact to discuss concerns with the Masters program.

Mr. Steffens announced that inquiries should be directed to Library and Community Services Director Cherise Brandell.

Councilmember Goldman requested staff address bicycle and pedestrian safety concerns in the Sunnyvale Neighbors of Arbor Including La Linda (SNAIL) neighborhood.

Mr. Steffens communicated that installation of road impediments such as roundabouts and speed bumps are determined based on several factors. Residents may apply for improvements through the Neighborhood Calming Program.

MOTION: Councilmember Fong moved and Vice Mayor Smith seconded the motion to add a discussion topic to a future agenda, later than the October 13, 2020, regarding a three-month pilot program to stream Council meetings on Facebook Live.

Councilmember Goldman offered a friendly amendment to have the Council discussion agenda item within the next three months. Councilmember Fong accepted the friendly amendment.

The motion carried with the following vote:

- Yes: 4 -** Mayor Klein  
Vice Mayor Smith  
Councilmember Goldman  
Councilmember Fong
- No: 3 -** Councilmember Larsson  
Councilmember Hendricks  
Councilmember Melton

Councilmember Hendricks sponsored a Study Issue related to rules that can be put into place on drones flying over personal property. Co-sponsored by Mayor Klein and Councilmembers Melton and Goldman.

**-City Manager**

City Manager Kent Steffens shared details of Information Only Item 20-0776 update on Sunnyvale Cares program and Information Only Item 20-0761 Department of Library and Community Services name change to Library and Recreation Services.

**INFORMATION ONLY REPORTS/ITEMS**

- [20-0041](#) Tentative Council Meeting Agenda Calendar
- [20-0228](#) Board/Commission Meeting Minutes
- [20-0339](#) Information/Action Items
- [20-0776](#) Update on Small Business and Nonprofit Grant Programs (Sunnyvale Cares) (Information Only)
- [20-0761](#) Notice of Library and Community Services Department Name Change to Library and Recreation Services (Information Only)

**ADJOURNMENT**

Mayor Klein adjourned the meeting at 12:41 p.m.



# City of Sunnyvale

## Agenda Item

20-0709

Agenda Date: 9/15/2020

### 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>
038	08-09-20 through 08-15-20	\$2,349,170.92
039	08-16-20 through 08-22-20	\$5,351,334.93
040	08-23-20 through 08-29-20	\$9,451,951.73

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

#### PUBLIC CONTACT

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

#### RECOMMENDATION

Approve the list(s) of claims and bills.

Prepared by: Tim Kirby, Director of Finance  
Reviewed by: Jaqui Guzmán, Deputy City Manager  
Approved by: Kent Steffens, City Manager

**ATTACHMENTS**

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

9/1/2020

City of Sunnyvale  
**List of All Claims and Bills Approved for Payment**  
For Payments Dated 8/9/2020 through 8/15/2020

**LIST # 038**

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
xxx326974	8/11/20	ACCESS SYSTEMS	10991	Facilities Maintenance & Repair Labor	2,780.70	0.00	2,780.70	<b>\$2,780.70</b>
xxx326975	8/11/20	ACME BOILER & WATER HEATING CO	6439	Facilities Maintenance & Repair Labor	832.50	0.00	832.50	<b>\$832.50</b>
xxx326976	8/11/20	ADAMSON POLICE PRODUCTS	INV296928	Clothing, Uniforms & Access	45.79	0.00	45.79	<b>\$2,333.37</b>
			INV296929	Clothing, Uniforms & Access	45.79	0.00	45.79	
			INV302165	Clothing, Uniforms & Access	606.69	0.00	606.69	
			INV305085	Clothing, Uniforms & Access	27.25	0.00	27.25	
			INV310154	Clothing, Uniforms & Access	661.23	0.00	661.23	
			INV310193	Clothing, Uniforms & Access	49.04	0.00	49.04	
			INV322279	Clothing, Uniforms & Access	204.84	0.00	204.84	
			INV322285	Clothing, Uniforms & Access	692.74	0.00	692.74	
xxx326978	8/11/20	ALTA PLANNING + DESIGN INC	00-2018-241-15	Consultants	8,361.74	0.00	8,361.74	<b>\$8,361.74</b>
xxx326979	8/11/20	APPLIED MATERIALS & ENGINEERING INC	1200270-0620	Engineering Services	3,073.00	0.00	3,073.00	<b>\$3,073.00</b>
xxx326980	8/11/20	ASCENT ENVIRONMENTAL	18010084.01-16	Developer Passthroughs-Downtown Projects	2,043.00	0.00	2,043.00	<b>\$15,723.00</b>
			18010179.01-2	Consultants	13,680.00	0.00	13,680.00	
xxx326981	8/11/20	BADGER METER INC	1374023	Water Meters	69,585.10	0.00	69,585.10	<b>\$90,772.09</b>
			1374360	Water Meters	21,186.99	0.00	21,186.99	
xxx326982	8/11/20	BAUER COMPRESSORS INC	0000266970	Safety Equipment Maintenance & Repair	160.61	0.00	160.61	<b>\$1,197.36</b>
			0000267593	Safety Equipment Maintenance & Repair	365.00	0.00	365.00	
			0000267908	Safety Equipment Maintenance & Repair	671.75	0.00	671.75	
xxx326983	8/11/20	BIGGS CARDOSA ASSOC INC	78015	Engineering Services	1,539.39	0.00	1,539.39	<b>\$1,539.39</b>
xxx326984	8/11/20	CPM ASSOCIATES	JSAS-01	Consultants	8,810.00	0.00	8,810.00	<b>\$13,500.00</b>
			JSAS-02	Consultants	4,690.00	0.00	4,690.00	
xxx326985	8/11/20	CSG CONSULTANTS INC	29771	Consultants	5,060.00	0.00	5,060.00	<b>\$40,150.00</b>
			30150	Consultants	7,480.00	0.00	7,480.00	
			30723	Consultants	5,060.00	0.00	5,060.00	
			31173	Consultants	14,630.00	0.00	14,630.00	
			31523	Consultants	7,920.00	0.00	7,920.00	
xxx326986	8/11/20	CUES INC	563536	Software Licensing & Support	2,500.00	0.00	2,500.00	<b>\$2,500.00</b>

9/1/2020

City of Sunnyvale

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xxx326987	8/11/20	CALLANDER ASSOCIATES LANDSCAPE ARCHITEC	18054-16	Consultants	3,407.36	0.00	3,407.36	<b>\$8,682.46</b>
			18054-17	Consultants	5,275.10	0.00	5,275.10	
xxx326988	8/11/20	CENTURY GRAPHICS	53693	Clothing, Uniforms & Access	2,889.92	0.00	2,889.92	<b>\$2,889.92</b>
xxx326989	8/11/20	CLA-VAL CO	801455	Services Maintain Land Improv	5,030.45	0.00	5,030.45	<b>\$5,030.45</b>
xxx326990	8/11/20	CLICKAWAY CORPORATION	SNV003050037	General Supplies	7,247.60	0.00	7,247.60	<b>\$7,247.60</b>
xxx326991	8/11/20	COLANTUONO HIGHSMITH & WHATLEY PC	42861	Legal Services	1,665.98	0.00	1,665.98	<b>\$1,665.98</b>
xxx326992	8/11/20	COMMUNITY TECH NETWORK	1469	Professional Services	3,600.00	0.00	3,600.00	<b>\$3,600.00</b>
xxx326993	8/11/20	CONCENTRA	66987818	Pre-Employment Testing	963.50	0.00	963.50	<b>\$963.50</b>
xxx326994	8/11/20	DE ANZA APPLIANCE	0620-2933-4253	Facilities Maintenance & Repair Labor	129.95	0.00	129.95	<b>\$129.95</b>
xxx326995	8/11/20	DEL GAVIO GROUP	9330	Professional Services	790.00	0.00	790.00	<b>\$790.00</b>
xxx326996	8/11/20	EOA INC	SU58-0420	Consultants	18,274.19	0.00	18,274.19	<b>\$50,931.54</b>
			SU58-0819	Consultants	16,348.27	0.00	16,348.27	
			SUN001-0520	Legal Services	16,309.08	0.00	16,309.08	
xxx326997	8/11/20	ENNIS PAINT INC	245496	Materials - Land Improve	15,567.62	0.00	15,567.62	<b>\$23,507.18</b>
			392026	Materials - Land Improve	7,939.56	0.00	7,939.56	
xxx326998	8/11/20	FOSTER BROS SECURITY SYSTEMS INC	320118	General Supplies	52.06	0.00	52.06	<b>\$596.67</b>
			320421	Bldg Maint Matls & Supplies	22.89	0.00	22.89	
			320521	Bldg Maint Matls & Supplies	456.93	0.00	456.93	
			320523	Bldg Maint Matls & Supplies	64.79	0.00	64.79	
xxx326999	8/11/20	GRM INFORMATION MANAGEMENT SERVICES	0107745	Records Related Services	1,469.01	0.00	1,469.01	<b>\$1,469.01</b>
xxx327000	8/11/20	GARDENLAND POWER EQUIPMENT	769070	Misc Equip Maint & Repair - Labor	219.22	0.00	219.22	<b>\$378.34</b>
			769070	Misc Equip Maint & Repair - Materials	159.12	0.00	159.12	
xxx327001	8/11/20	GIULIANI & KULL SAN JOSE INC	16264	Consultants	560.00	0.00	560.00	<b>\$560.00</b>
xxx327002	8/11/20	GOLDEN GATE MECHANICAL INC	33921	Facilities Maint & Repair - Labor	255.00	0.00	255.00	<b>\$255.00</b>
xxx327003	8/11/20	GOLDFARB LIPMAN ATTORNEYS	136314	Legal Services	1,888.00	0.00	1,888.00	<b>\$1,888.00</b>
xxx327004	8/11/20	GOODYEAR COMMERCIAL TIRE & SERVICE CTR	189-11030585	Auto Maint & Repair - Labor	51.90	0.00	51.90	<b>\$317.57</b>
			189-11030585	Auto Maint & Repair - Materials	265.67	0.00	265.67	
xxx327005	8/11/20	GREEN HALO SYSTEMS INC	2698	Software As a Service	3,036.00	0.00	3,036.00	<b>\$3,036.00</b>
xxx327006	8/11/20	OCLC INC	1000053748	Software As a Service	745.90	0.00	745.90	<b>\$745.90</b>
xxx327007	8/11/20	PACIFIC PLUMBING & UNDERGROUND	338617PR-2	Facilities Maint & Repair - Labor	2,060.00	0.00	2,060.00	<b>\$2,060.00</b>



9/1/2020

City of Sunnyvale

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			202125	Inventory Purchase	526.18	0.00	526.18	
xxx327024	8/13/20	AANTEX PEST CONTROL	405895	Facilities Maintenance & Repair Labor	82.00	0.00	82.00	<b>\$1,986.00</b>
			405896	Facilities Maintenance & Repair Labor	63.00	0.00	63.00	
			405897	Facilities Maintenance & Repair Labor	105.00	0.00	105.00	
			405898	Facilities Maintenance & Repair Labor	101.00	0.00	101.00	
			405899	Facilities Maintenance & Repair Labor	80.00	0.00	80.00	
			405900	Facilities Maintenance & Repair Labor	126.00	0.00	126.00	
			405901	Facilities Maintenance & Repair Labor	86.00	0.00	86.00	
			405902	Facilities Maintenance & Repair Labor	86.00	0.00	86.00	
			405903	Facilities Maintenance & Repair Labor	86.00	0.00	86.00	
			405904	Facilities Maintenance & Repair Labor	86.00	0.00	86.00	
			405905	Facilities Maintenance & Repair Labor	86.00	0.00	86.00	
			405906	Facilities Maintenance & Repair Labor	86.00	0.00	86.00	
			405916	Facilities Maintenance & Repair Labor	63.00	0.00	63.00	
			405917	Facilities Maintenance & Repair Labor	63.00	0.00	63.00	
			405918	Facilities Maintenance & Repair Labor	63.00	0.00	63.00	
			405919	Facilities Maintenance & Repair Labor	44.00	0.00	44.00	
			405920	Facilities Maintenance & Repair Labor	44.00	0.00	44.00	
			405921	Facilities Maintenance & Repair Labor	44.00	0.00	44.00	
			405922	Facilities Maintenance & Repair Labor	44.00	0.00	44.00	
			405923	Facilities Maintenance & Repair Labor	44.00	0.00	44.00	
			405924	Facilities Maintenance & Repair Labor	44.00	0.00	44.00	
			405927	Services Maintain Land Improv	63.00	0.00	63.00	
			405928	Services Maintain Land Improv	87.00	0.00	87.00	
			406151	Facilities Maintenance & Repair Labor	137.00	0.00	137.00	
			406236	Services Maintain Land Improv	85.00	0.00	85.00	
			406647	Services Maintain Land Improv	88.00	0.00	88.00	
xxx327027	8/13/20	ACE FIRE EQUIPMENT & SERVICE CO INC	7405847	Inventory Purchase	350.03	0.00	350.03	<b>\$350.03</b>
xxx327028	8/13/20	ACUSHNET CO	909218433	Inventory Purchase	207.22	3.96	203.26	<b>\$203.26</b>
xxx327029	8/13/20	ADAMSON POLICE PRODUCTS	INV328572	Clothing, Uniforms & Access	115.52	0.00	115.52	<b>\$2,595.06</b>
			INV329031	Clothing, Uniforms & Access	49.04	0.00	49.04	



9/1/2020

City of Sunnyvale

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			INV329071	Clothing, Uniforms & Access	693.84	0.00	693.84	
			INV329072	Clothing, Uniforms & Access	693.84	0.00	693.84	
			INV329100	Clothing, Uniforms & Access	644.24	0.00	644.24	
			INV329103	Clothing, Uniforms & Access	398.58	0.00	398.58	
xxx327030	8/13/20	ALPINE AWARDS INC	5542945	General Supplies	1,101.99	0.00	1,101.99	<b>\$1,101.99</b>
xxx327031	8/13/20	APPLEONE EMPLOYMENT SERVICES	01-5637568	Salaries - Contract Personnel	1,341.60	0.00	1,341.60	<b>\$1,341.60</b>
xxx327032	8/13/20	APPLIED INDUSTRIAL TECHNOLOGIES	7019268367	Miscellaneous Equipment Parts & Supplies	145.56	0.00	145.56	<b>\$145.56</b>
xxx327033	8/13/20	BMI IMAGING SYSTEMS	313676	Records Related Services	18,020.93	0.00	18,020.93	<b>\$18,020.93</b>
xxx327034	8/13/20	BSI EHS SERVICES & SOLUTIONS	59202	Professional Services	604.11	0.00	604.11	<b>\$604.11</b>
xxx327035	8/13/20	BAY COUNTIES SMART	030588	Recycling Services	36,341.83	0.00	36,341.83	<b>\$79,546.41</b>
			030755	Recycling Services	43,204.58	0.00	43,204.58	
xxx327036	8/13/20	BERLITZ LANGUAGE CENTER	0012742002886	Bilingual Testing Fees	110.00	0.00	110.00	<b>\$110.00</b>
xxx327037	8/13/20	BIGGS CARDOSA ASSOC INC	78015	Engineering Services	54.00	0.00	54.00	<b>\$54.00</b>
xxx327038	8/13/20	BOUND TREE MEDICAL LLC	83714011	Inventory Purchase	3,064.53	0.00	3,064.53	<b>\$3,064.53</b>
xxx327039	8/13/20	BUCKLES-SMITH ELECTRIC CO	3201613-00	Miscellaneous Equipment Parts & Supplies	49.21	0.00	49.21	<b>\$338.91</b>
			3205168-00	Electrical Parts & Supplies	289.70	0.00	289.70	
xxx327040	8/13/20	CALTEST ANALYTICAL LABORATORY	612054	Water Lab Services	261.00	0.00	261.00	<b>\$261.00</b>
xxx327041	8/13/20	CONCENTRA	68332300	Pre-Employment Testing	1,282.00	0.00	1,282.00	<b>\$2,250.00</b>
			68389870	Pre-Employment Testing	420.00	0.00	420.00	
			68450003	Pre-Employment Testing	109.50	0.00	109.50	
			68510574	Pre-Employment Testing	438.50	0.00	438.50	
xxx327042	8/13/20	DTN ENGINEERS INC	426.02	Engineering Services	1,449.00	0.00	1,449.00	<b>\$1,449.00</b>
xxx327044	8/13/20	FEDEX	7-068-71307	Mailing & Delivery Services	45.43	0.00	45.43	<b>\$45.43</b>
xxx327045	8/13/20	FERGUSON WATERWORKS	1556866	Inventory Purchase	3,659.85	0.00	3,659.85	<b>\$3,659.85</b>
xxx327046	8/13/20	FRANK A OLSEN CO INC	245294	Miscellaneous Equipment Parts & Supplies	51.46	0.00	51.46	<b>\$51.46</b>
xxx327047	8/13/20	GARDENLAND POWER EQUIPMENT	785200	Misc Equip Maint & Repair - Materials	726.00	0.00	726.00	<b>\$726.00</b>
xxx327048	8/13/20	GOATS R US	52020	Services Maintain Land Improv	32,370.00	0.00	32,370.00	<b>\$32,370.00</b>
xxx327049	8/13/20	GOLDEN GATE MECHANICAL INC	33913	Facilities Maintenance & Repair Labor	1,922.64	0.00	1,922.64	<b>\$1,922.64</b>
xxx327051	8/13/20	HDL SOFTWARE LLC	SIN001702	Software As a Service	5,520.00	0.00	5,520.00	<b>\$19,917.86</b>
			SIN001702	Software Licensing & Support	14,397.86	0.00	14,397.86	
xxx327052	8/13/20	JOSEPH J ALBANESE INC						<b>\$620,903.44</b>

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Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
			FOAOHBRIDGE #01	Construction Services	620,903.44	0.00	620,903.44	
xxx327053	8/13/20	LEXIPOL LLC	INV2701	Software As a Service	10,578.00	0.00	10,578.00	<b>\$10,578.00</b>
xxx327054	8/13/20	MCNABB CONSTRUCTION INC	WPCP-DOCK	Services Maintain Land Improv	4,900.00	0.00	4,900.00	<b>\$4,900.00</b>
xxx327055	8/13/20	NAMITA WALAWALKAR	CK REQ 21-007	DED Services/Training - Support Services	150.00	0.00	150.00	<b>\$150.00</b>
xxx327056	8/13/20	OSCAR SO	CK REQ 21-002	DED Services/Training - Books	49.54	0.00	49.54	<b>\$49.54</b>
xxx327057	8/13/20	P&A ADMINSTRATIVE SERVICES INC	557022	Miscellaneous Payment	4,477.67	0.00	4,477.67	<b>\$15,572.66</b>
			559015	Miscellaneous Payment	7,690.76	0.00	7,690.76	
			559021	Miscellaneous Payment	200.00	0.00	200.00	
			560257	Miscellaneous Payment	3,204.23	0.00	3,204.23	
xxx327058	8/13/20	P&R PAPER SUPPLY CO INC	30328651-00	Inventory Purchase	134.72	0.00	134.72	<b>\$2,303.22</b>
			30330194-00	Inventory Purchase	51.80	0.00	51.80	
			30330194-01	Inventory Purchase	73.38	0.00	73.38	
			30331006-00	Inventory Purchase	1,738.29	0.00	1,738.29	
			30331008-00	Inventory Purchase	305.03	0.00	305.03	
xxx327059	8/13/20	PDM STEEL SERVICE CENTERS INC	854666-01	Parts, Vehicles & Motor Equip	64.12	0.00	64.12	<b>\$64.12</b>
xxx327060	8/13/20	PACIFIC CREST LANDSCAPE AND MAINTENANCE	40204	Services Maintain Land Improv	833.33	0.00	833.33	<b>\$833.33</b>
xxx327061	8/13/20	PENINSULA BATTERY INC	133313	Inventory Purchase	166.38	0.00	166.38	<b>\$166.38</b>
xxx327062	8/13/20	PETERSON	R3224435	Equipment Rental/Lease	2,700.00	0.00	2,700.00	<b>\$2,700.00</b>
xxx327063	8/13/20	PETERSON TRUCKS	236406S	Parts, Vehicles & Motor Equip	359.24	0.00	359.24	<b>\$359.24</b>
xxx327064	8/13/20	PINE CONE LUMBER CO INC	62073	Materials - Land Improve	569.77	0.00	569.77	<b>\$648.61</b>
			62503	Materials - Land Improve	78.84	0.00	78.84	
xxx327065	8/13/20	POWER PLAN - OIB	12166221	Parts, Vehicles & Motor Equip	190.03	0.00	190.03	<b>\$190.03</b>
xxx327066	8/13/20	PREFERRED BENEFIT INSURANCE ADMIN INC	EIA33880	Insurances - Dental	55,634.10	0.00	55,634.10	<b>\$67,200.90</b>
			EIA33880	Insurances - Vision	11,566.80	0.00	11,566.80	
xxx327067	8/13/20	PRO-SWEEP INC	281978	Services Maintain Land Improv	856.96	0.00	856.96	<b>\$1,392.56</b>
			281979	Services Maintain Land Improv	535.60	0.00	535.60	
xxx327068	8/13/20	R & B CO	S1953098.002	Inventory Purchase	161.87	0.00	161.87	<b>\$161.87</b>
xxx327069	8/13/20	REDGWICK CONSTRUCTION CO	CRBEANDRPR K#06	Construction Services	15,579.81	0.00	15,579.81	<b>\$30,633.36</b>

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			MAUDESTSCPE #09	Construction Services	15,053.55	0.00	15,053.55	
xxx327070	8/13/20	REED & GRAHAM INC	979480	Materials - Land Improve	8,384.49	0.00	8,384.49	<b>\$12,805.01</b>
			979612	Materials - Land Improve	4,420.52	0.00	4,420.52	
xxx327071	8/13/20	REGIONAL GOVERNMENT SERVICES AUTHORITY	11036	Consultants	5,460.00	0.00	5,460.00	<b>\$5,460.00</b>
xxx327072	8/13/20	SCP DISTRIBUTORS LLC	SL022187	Chemicals	287.18	0.00	287.18	<b>\$287.18</b>
xxx327073	8/13/20	SHI INTERNATIONAL CORP	B12014952	Software As a Service	6,891.97	0.00	6,891.97	<b>\$6,891.97</b>
xxx327074	8/13/20	SAFETY KLEEN SYSTEMS INC	83587408	Parts, Vehicles & Motor Equip	284.50	0.00	284.50	<b>\$284.50</b>
xxx327075	8/13/20	SAFEWAY INC	662184-080420	General Supplies	4.35	0.00	4.35	<b>\$22.33</b>
			807488-071420	Food Products	17.98	0.00	17.98	
xxx327076	8/13/20	SAN JOSE BMW	4330808	Parts, Vehicles & Motor Equip	15.69	0.00	15.69	<b>\$15.69</b>
xxx327077	8/13/20	SCHNEIDER ELECTRIC SYSTEMS USA INC	94214651	Computer Software	4,992.00	0.00	4,992.00	<b>\$4,992.00</b>
xxx327078	8/13/20	SECURITY ALERT SYSTEMS OF CALIFORNIA INC	179619	Facilities Maintenance & Repair Labor	656.00	0.00	656.00	<b>\$1,968.00</b>
			179620	Facilities Maintenance & Repair Labor	656.00	0.00	656.00	
			179621	Facilities Maintenance & Repair Labor	656.00	0.00	656.00	
xxx327079	8/13/20	SILICON VALLEY ERGONOMICS LLC	SVL1007	Occupational Health and Safety Services - Other	450.00	0.00	450.00	<b>\$450.00</b>
xxx327080	8/13/20	SILICON VALLEY POLYTECHNIC INSTITUTE	08052020-717	DED Services/Training - Training	300.00	0.00	300.00	<b>\$900.00</b>
			08052020-718	DED Services/Training - Training	300.00	0.00	300.00	
			08052020-719	DED Services/Training - Training	300.00	0.00	300.00	
xxx327081	8/13/20	SMART & FINAL INC	025708-071520	General Supplies	72.34	0.00	72.34	<b>\$568.97</b>
			028610-073120	General Supplies	27.36	0.00	27.36	
			037336-070920	General Supplies	252.85	0.00	252.85	
			046992-072120	General Supplies	100.95	0.00	100.95	
			054511-073020	General Supplies	115.47	0.00	115.47	
xxx327082	8/13/20	SOUTH BAY REGIONAL PUBLIC SAFETY	221029	Training and Conferences	81.29	0.00	81.29	<b>\$81.29</b>
xxx327083	8/13/20	SOUTH BAY REGIONAL PUBLIC SAFETY	221054	Training and Conferences	1,303.87	0.00	1,303.87	<b>\$1,303.87</b>
xxx327084	8/13/20	SUNNYVALE FORD	169050	Parts, Vehicles & Motor Equip	106.35	0.00	106.35	<b>\$6,861.00</b>
			169787	Parts, Vehicles & Motor Equip	305.27	0.00	305.27	
			170003-1	Parts, Vehicles & Motor Equip	30.28	0.00	30.28	
			170333	Parts, Vehicles & Motor Equip	11.29	0.00	11.29	

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			170470-1	Parts, Vehicles & Motor Equip	816.10	0.00	816.10	
			170471	Parts, Vehicles & Motor Equip	11.29	0.00	11.29	
			170629	Parts, Vehicles & Motor Equip	91.52	0.00	91.52	
			170700	Parts, Vehicles & Motor Equip	403.10	0.00	403.10	
			170914	Parts, Vehicles & Motor Equip	342.84	0.00	342.84	
			171282	Parts, Vehicles & Motor Equip	346.97	0.00	346.97	
			171390	Parts, Vehicles & Motor Equip	163.59	0.00	163.59	
			171542	Parts, Vehicles & Motor Equip	45.47	0.00	45.47	
			172224	Inventory Purchase	422.46	0.00	422.46	
			FOCS814903	Parts, Vehicles & Motor Equip	676.62	0.00	676.62	
			FOCS816653	Parts, Vehicles & Motor Equip	918.35	0.00	918.35	
			FOCS816837	Parts, Vehicles & Motor Equip	2,169.50	0.00	2,169.50	
xxx327086	8/13/20	SUNNYVALE PUBLIC SAFETY OFFICERS ASSN	DISABILITY0820	Insurances - Long Term Disability	3,895.00	0.00	3,895.00	<b>\$3,895.00</b>
xxx327087	8/13/20	SUNNYVALE PUBLIC SAFETY OFFICERS ASSN	DENTAL0820	Insurances - Dental	30,077.70	0.00	30,077.70	<b>\$30,077.70</b>
xxx327088	8/13/20	SUPERIOR PRESS	4203566	Printing & Related Services	78.11	0.00	78.11	<b>\$78.11</b>
xxx327089	8/13/20	TARGET SPECIALTY PRODUCTS INC	INVP500201801	Chemicals	815.44	0.00	815.44	<b>\$815.44</b>
xxx327090	8/13/20	THOMAS PLUMBING INC	5014	Facilities Maint & Repair - Labor	260.00	0.00	260.00	<b>\$441.00</b>
			5014	Facilities Maint & Repair - Materials	21.00	0.00	21.00	
			5092	Facilities Maint & Repair - Labor	130.00	0.00	130.00	
			5092	Facilities Maint & Repair - Materials	30.00	0.00	30.00	
xxx327091	8/13/20	TOYOTA SUNNYVALE	211240P	Parts, Vehicles & Motor Equip	254.53	0.00	254.53	<b>\$264.00</b>
			211250P	Parts, Vehicles & Motor Equip	9.47	0.00	9.47	
xxx327093	8/13/20	URBAN LIBRARIES COUNCIL	2566	Membership Fees	6,000.00	0.00	6,000.00	<b>\$6,000.00</b>
xxx327094	8/13/20	VALLEY OIL CO	48338	Parts, Vehicles & Motor Equip	388.48	0.00	388.48	<b>\$532.36</b>
			48371	Parts, Vehicles & Motor Equip	143.88	0.00	143.88	
xxx327095	8/13/20	WARDELL AUTO INTERIORS AND TOPS LLC	8270	Parts, Vehicles & Motor Equip	286.55	0.00	286.55	<b>\$286.55</b>
xxx327096	8/13/20	WEST COAST RUBBER & RECYCLING INC	20-1629	Automotive Maintenance & Repair Labor	341.00	0.00	341.00	<b>\$341.00</b>
xxx327097	8/13/20	WESTERN STATES TOOL & SUPPLY CORP	176764	Inventory Purchase	260.73	0.00	260.73	<b>\$847.70</b>
			176858	Inventory Purchase	586.97	0.00	586.97	

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xxx327098	8/13/20	WESTERN TRUCK FABRICATION	22779	Parts, Vehicles & Motor Equip	114.40	0.00	114.40	<b>\$114.40</b>
xxx327099	8/13/20	FADUCCI LLC	1STPAYMENT	Public Arts Acquisitions	28,000.00	0.00	28,000.00	<b>\$28,000.00</b>
xxx327101	8/13/20	SANTA CLARA COUNTY CLERK-RECORDER	CEQAFILINGFE E	Permit Fees	3,393.25	0.00	3,393.25	<b>\$3,393.25</b>
xxx327103	8/13/20	UNITED STATES POSTAL SERVICE	8050365-081220	Inventory Purchase	20,000.00	0.00	20,000.00	<b>\$20,000.00</b>
xxx327104	8/13/20	SPEAR STREET CAPITAL LLC	2017-9211	Deposits Payable - Miscellaneous > \$10K	359,500.00	0.00	359,500.00	<b>\$359,500.00</b>
xxx003125	8/13/20	INTERNAL REVENUE SERVICE	950003125	Employer Taxes - FICA - Total	876.86	0.00	876.86	<b>\$66,219.66</b>
			950003125	Employer Taxes - Medicare - Total	65,342.80	0.00	65,342.80	
xxx003126	8/13/20	UNION BANK OF CALIFORNIA PARS	950003126	Retirement Benefits - PARS	1,260.08	0.00	1,260.08	<b>\$1,260.08</b>
xxx003127	8/13/20	ICMA RETIREMENT CORP	950003127	Retirement Benefits - Deferred Comp - City Portion	16,717.30	0.00	16,717.30	<b>\$16,717.30</b>
xxx906711	8/12/20	KEENAN & ASSOCIATES	2020-0803	Workers' Compensation - Claims	100,000.00	0.00	100,000.00	<b>\$100,000.00</b>
xxx906712	8/12/20	KEENAN & ASSOCIATES	2020-0803	Workers' Compensation - Claims	123,696.14	0.00	123,696.14	<b>\$123,696.14</b>
xxx906713	8/14/20	CARL WARREN & COMPANY		Liability Claims Paid	24,552.38	0.00	24,552.38	<b>\$24,552.38</b>
<b>Grand Total Payment Amount</b>								<b><u>\$2,349,170.92</u></b>

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xxx327105	8/18/20	AMS.NET INC	0038663	Hardware Maintenance	32,700.00	0.00	32,700.00	<b>\$32,700.00</b>
xxx327106	8/18/20	ADVANCED GRAPHIX INC	204681	Automotive Maintenance & Repair Labor	5,007.00	0.00	5,007.00	<b>\$5,007.00</b>
xxx327107	8/18/20	AMAZON CAPITAL SERVICES INC	11MT-4QL6-MV V6	Supplies, Office	74.08	0.00	74.08	<b>\$2,102.92</b>
			11NJ-KK74-CKP X	General Supplies	76.29	0.00	76.29	
			14P7-76KG-NW QW	General Supplies	17.41	0.00	17.41	
			161T-WHJJ-LNY T	Parts, Vehicles & Motor Equip	4.08	0.00	4.08	
			16GD-911F-XCH 6	General Supplies	82.80	0.00	82.80	
			16PJ-QWF6-G61 3	General Supplies	167.81	0.00	167.81	
			16PJ-QWF6-L3J V	General Supplies	58.24	0.00	58.24	
			16PJ-QWF6-MN CM	General Supplies	103.87	0.00	103.87	
			16QC-XTDX-FR HR	General Supplies	-30.38	0.00	-30.38	
			16QX-KXK3-YJ 7Q	Supplies, Office	-3.99	0.00	-3.99	
			17FY-WFNQ-ND HP	General Supplies	196.08	0.00	196.08	
			17HM-XF6D-9N XR	General Supplies	-165.78	0.00	-165.78	
			19CR-C6X6-PQP J	General Supplies	-34.41	0.00	-34.41	
			19ND-MHF9-7N 6K	Parts, Vehicles & Motor Equip	216.47	0.00	216.47	

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			1C34-XRLH-MN 1M	General Supplies	51.78	0.00	51.78	
			1C9H-KXQC-K XL7	General Supplies	42.48	0.00	42.48	
			1G4J-RNR1-DD6 7	General Supplies	32.86	0.00	32.86	
			1HHM-QGTM-3 T1C	General Supplies	120.61	0.00	120.61	
			1JL4-GLP4-DD7 G	General Supplies	320.46	0.00	320.46	
			1KLW-LH44-CV LC	General Supplies	76.29	0.00	76.29	
			1KVL-KX4Q-46 Y7	General Supplies	49.04	0.00	49.04	
			1NXH-41CL-3X F9	General Supplies	228.09	0.00	228.09	
			1QHK-KPTC-X CFM	Supplies, Office	-18.92	0.00	-18.92	
			1QK4-FJC7-DLJ F	General Supplies	87.96	0.00	87.96	
			1QK4-FJC7-W41 K	General Supplies	98.05	0.00	98.05	
			1W4J-43VX-MH GD	General Supplies	235.41	0.00	235.41	
			1Y6X-XXCN-K H94	General Supplies	16.24	0.00	16.24	
xxx327110	8/18/20	ARNE SIGN & DECAL CO INC	20-12184	Parts, Vehicles & Motor Equip	1,153.22	0.00	1,153.22	<b>\$1,153.22</b>
xxx327111	8/18/20	ASCENT ENVIRONMENTAL	18010029.01-16	Consultants	14,548.40	0.00	14,548.40	<b>\$14,548.40</b>
xxx327112	8/18/20	ATLAS COPCO COMPRESSORS LLC	1120025085RE	Miscellaneous Equipment Parts & Supplies	2,768.60	0.00	2,768.60	<b>\$2,768.60</b>
xxx327113	8/18/20	BADGER METER INC	1378760 1381644	Inventory Purchase Inventory Purchase	8,257.80 5,358.00	0.00 0.00	8,257.80 5,358.00	<b>\$13,615.80</b>
xxx327114	8/18/20	BATTERY SYSTEMS INC	5797628	Parts, Vehicles & Motor Equip	491.05	0.00	491.05	<b>\$491.05</b>
xxx327115	8/18/20	BELKORP AG LLC	651877	Parts, Vehicles & Motor Equip	281.63	0.00	281.63	<b>\$9,490.06</b>

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			654605	Parts, Vehicles & Motor Equip	8,530.57	0.00	8,530.57	
			655389	Parts, Vehicles & Motor Equip	194.05	0.00	194.05	
			655390	Parts, Vehicles & Motor Equip	120.27	0.00	120.27	
			655393	Parts, Vehicles & Motor Equip	304.21	0.00	304.21	
			655652	Parts, Vehicles & Motor Equip	59.33	0.00	59.33	
xxx327116	8/18/20	BOUND TREE MEDICAL LLC	83706881	Inventory Purchase	5,506.48	0.00	5,506.48	<b>\$5,506.48</b>
xxx327117	8/18/20	BURTONS FIRE INC	S49047	Parts, Vehicles & Motor Equip	273.98	0.00	273.98	<b>\$1,717.87</b>
			S49324	Parts, Vehicles & Motor Equip	199.99	0.00	199.99	
			S49642	Parts, Vehicles & Motor Equip	275.68	0.00	275.68	
			S49654	Parts, Vehicles & Motor Equip	511.84	0.00	511.84	
			S49685	Parts, Vehicles & Motor Equip	456.38	0.00	456.38	
xxx327118	8/18/20	CALIFORNIA JOINT POWERS RISK MANAGEMENT	APD-SNYVL20/21	Insurances - Property and Fire	62,701.00	0.00	62,701.00	<b>\$1,562,822.00</b>
			DRONESNYV20/21	Insurances - Public Liability	1,725.00	0.00	1,725.00	
			LIABSNYVL20/21	Insurances - Public Liability	1,153,394.00	0.00	1,153,394.00	
			PROPSNYVL20/21	Insurances - Property and Fire	345,002.00	0.00	345,002.00	
xxx327119	8/18/20	CALPIPE SECURITY BOLLARDS	B05811RE	Materials - Land Improve	9,404.53	0.00	9,404.53	<b>\$9,404.53</b>
xxx327120	8/18/20	CENTURY GRAPHICS	53844	Miscellaneous Services	340.63	0.00	340.63	<b>\$340.63</b>
xxx327121	8/18/20	COAST COUNTIES PETERBILT	0131506S	Parts, Vehicles & Motor Equip	1,572.12	0.00	1,572.12	<b>\$1,572.12</b>
xxx327122	8/18/20	CONCENTRA	68515293	Pre-Employment Testing	328.50	0.00	328.50	<b>\$513.50</b>
			68577237	Pre-Employment Testing	60.00	0.00	60.00	
			68646396	Pre-Employment Testing	125.00	0.00	125.00	
xxx327123	8/18/20	CORRPRO WATERWORKS	604685RE	Services Maintain Land Improv	5,769.00	0.00	5,769.00	<b>\$5,769.00</b>
xxx327124	8/18/20	D & M TRAFFIC SERVICES INC	72774	Inventory Purchase	170.86	0.00	170.86	<b>\$1,718.12</b>
			72930	Inventory Purchase	569.53	0.00	569.53	
			72982	Inventory Purchase	977.73	0.00	977.73	
xxx327126	8/18/20	DELTA DENTAL INSURANCE CO	BE004018686	Insurances - Dental	1,481.76	0.00	1,481.76	<b>\$1,481.76</b>
xxx327127	8/18/20	DEPT OF FORESTRY & FIRE PROTECTION	CFFADO1B0273RE	Training and Conferences	488.00	0.00	488.00	<b>\$2,316.00</b>



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			CSRA0599RE	Training and Conferences	368.00	0.00	368.00	
			FS-LARRO0885	Training and Conferences	188.00	0.00	188.00	
			FS-VE0379	Training and Conferences	168.00	0.00	168.00	
			LARRO0795RE	Training and Conferences	368.00	0.00	368.00	
			S1900211RE	Training and Conferences	348.00	0.00	348.00	
			VE0329RE	Training and Conferences	388.00	0.00	388.00	
xxx327129	8/18/20	DU-ALL SAFETY	21836	Occupational Health and Safety Services - Other	3,100.00	0.00	3,100.00	<b>\$3,100.00</b>
xxx327130	8/18/20	FITPROS	1511	City Wellness Program	14,042.00	0.00	14,042.00	<b>\$14,042.00</b>
xxx327131	8/18/20	FLEETPRIDE INC	55867375	Parts, Vehicles & Motor Equip	16.93	0.00	16.93	<b>\$358.74</b>
			55924207	Parts, Vehicles & Motor Equip	66.35	0.00	66.35	
			55952697	Parts, Vehicles & Motor Equip	165.42	0.00	165.42	
			56275073	Parts, Vehicles & Motor Equip	110.04	0.00	110.04	
xxx327132	8/18/20	GARDENLAND POWER EQUIPMENT	781050	Parts, Vehicles & Motor Equip	51.84	0.00	51.84	<b>\$51.84</b>
xxx327133	8/18/20	GEOFORENSICS INC	12276RE	Engineering Services	405.00	0.00	405.00	<b>\$405.00</b>
xxx327134	8/18/20	GOLDEN GATE TRUCK CENTER	F005999095:01	Parts, Vehicles & Motor Equip	168.86	0.00	168.86	<b>\$168.86</b>
xxx327135	8/18/20	GOLDSTREET DESIGN AGENCY INC	2203	Printing & Related Services	788.91	0.00	788.91	<b>\$788.91</b>
xxx327136	8/18/20	KENNETH R BRUCE	10RE	Rec Instructors/Officials	116.67	0.00	116.67	<b>\$116.67</b>
xxx327137	8/18/20	KEVIN CHEN	02-4930-0193-8	DED Services/Training - Support Services	33.83	0.00	33.83	<b>\$43.63</b>
			03-5250-0191-7	DED Services/Training - Support Services	9.80	0.00	9.80	
xxx327138	8/18/20	MICHAEL DOUBOVIS	015163-1757842	DED Services/Training - Books	36.04	0.00	36.04	<b>\$53.43</b>
			251541-2247460	DED Services/Training - Books	17.39	0.00	17.39	
xxx327139	8/18/20	ORKIN LLC	199030245	Facilities Maintenance & Repair Labor	62.00	0.00	62.00	<b>\$62.00</b>
xxx327140	8/18/20	OTIS ELEVATOR COMPANY	SJ24128001	Facilities Maintenance & Repair Labor	1,547.50	0.00	1,547.50	<b>\$1,547.50</b>
xxx327141	8/18/20	OVERDRIVE INC	901DA20252669	Library Periodicals/Databases	126.99	0.00	126.99	<b>\$7,617.80</b>
			910CO20250270	Library Periodicals/Databases	3,373.50	0.00	3,373.50	
			910CO20250920	Library Periodicals/Databases	2,219.32	0.00	2,219.32	
			910DA20259195	Library Periodicals/Databases	48.49	0.00	48.49	
			MR91020243461	Library Periodicals/Databases	1,849.50	0.00	1,849.50	
xxx327142	8/18/20	P&A ADMINSTRATIVE SERVICES INC	2779191	Professional Services	538.20	0.00	538.20	<b>\$538.20</b>
xxx327143	8/18/20	P&R PAPER SUPPLY CO INC	30329141-00	Inventory Purchase	2,161.47	0.00	2,161.47	<b>\$2,774.87</b>

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			30331129-00	Inventory Purchase	219.25	0.00	219.25	
			30331274-00	Inventory Purchase	394.15	0.00	394.15	
xxx327144	8/18/20	PINNACLE VEND SYSTEMS	2718	Equipment Rental/Lease	3,765.00	0.00	3,765.00	<b>\$3,765.00</b>
xxx327145	8/18/20	REED & GRAHAM INC	975501	Materials - Land Improve	191.86	0.00	191.86	<b>\$27,619.68</b>
			975845	Materials - Land Improve	541.97	0.00	541.97	
			979762	Materials - Land Improve	8,419.26	0.00	8,419.26	
			979878	Materials - Land Improve	6,455.35	0.00	6,455.35	
			980022	Materials - Land Improve	9,425.89	0.00	9,425.89	
			980142	Materials - Land Improve	2,585.35	0.00	2,585.35	
xxx327146	8/18/20	ROBERTSON INDUSTRIES INC	PJI-010827	Services Maintain Land Improv	8,020.32	0.00	8,020.32	<b>\$8,020.32</b>
xxx327147	8/18/20	SFO REPROGRAPHICS	65994	Printing & Related Services	1,842.10	0.00	1,842.10	<b>\$1,918.40</b>
			65996	Printing & Related Services	76.30	0.00	76.30	
xxx327148	8/18/20	SFPUC WATER DEPT	43733	Taxes & Licenses - Misc	375.00	0.00	375.00	<b>\$7,884.00</b>
			43734	Taxes & Licenses - Misc	4,436.00	0.00	4,436.00	
			43735	Taxes & Licenses - Misc	465.00	0.00	465.00	
			43736	Taxes & Licenses - Misc	93.00	0.00	93.00	
			43737	Taxes & Licenses - Misc	1,402.00	0.00	1,402.00	
			43739	Taxes & Licenses - Misc	471.00	0.00	471.00	
			43742	Taxes & Licenses - Misc	269.00	0.00	269.00	
			43744	Taxes & Licenses - Misc	373.00	0.00	373.00	
xxx327149	8/18/20	SHI INTERNATIONAL CORP	B12083650	Software As a Service	19.56	0.00	19.56	<b>\$19.56</b>
xxx327150	8/18/20	SANJAY RANGARAJAN	CK REQ 21-005	DED Services/Training - Books	169.32	0.00	169.32	<b>\$169.32</b>
xxx327152	8/18/20	SILICON VALLEY AUTOBODY INC	41850	Parts, Vehicles & Motor Equip	663.74	0.00	663.74	<b>\$663.74</b>
xxx327153	8/18/20	SITEIMPROVE INC	68220	Software As a Service	10,122.59	0.00	10,122.59	<b>\$10,122.59</b>
xxx327154	8/18/20	SUNNYVALE DOWNTOWN ASSN	081220 CK REQ	Miscellaneous Services	5,114.47	0.00	5,114.47	<b>\$5,114.47</b>
xxx327156	8/18/20	THOMAS PLUMBING INC	4962	Facilities Maint & Repair - Labor	190.00	0.00	190.00	<b>\$556.70</b>
			4987	Facilities Maint & Repair - Labor	195.00	0.00	195.00	
			4987	Facilities Maint & Repair - Materials	171.70	0.00	171.70	
xxx327157	8/18/20	TRISTAR RISK MANAGEMENT	110603	Workers' Compensation - Claims	2,818.72	0.00	2,818.72	<b>\$2,818.72</b>
xxx327158	8/18/20	TURF & INDUSTRIAL EQUIPMENT CO	IV33813	Parts, Vehicles & Motor Equip	1,701.63	0.00	1,701.63	<b>\$10,755.89</b>
			IV34734	Parts, Vehicles & Motor Equip	1,251.25	0.00	1,251.25	

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			IV34752	Parts, Vehicles & Motor Equip	140.87	0.00	140.87	
			IV34926	Parts, Vehicles & Motor Equip	48.09	0.00	48.09	
			IV34969	Parts, Vehicles & Motor Equip	170.99	0.00	170.99	
			IV35032	Parts, Vehicles & Motor Equip	32.74	0.00	32.74	
			IV35034	Parts, Vehicles & Motor Equip	63.12	0.00	63.12	
			IV35035	Parts, Vehicles & Motor Equip	296.35	0.00	296.35	
			IV35035A	Parts, Vehicles & Motor Equip	44.86	0.00	44.86	
			IV35084	Parts, Vehicles & Motor Equip	670.51	0.00	670.51	
			IV35116	Parts, Vehicles & Motor Equip	14.48	0.00	14.48	
			IV35117	Parts, Vehicles & Motor Equip	704.23	0.00	704.23	
			IV35178	Parts, Vehicles & Motor Equip	109.52	0.00	109.52	
			IV35183	Parts, Vehicles & Motor Equip	1,701.63	0.00	1,701.63	
			IV35209	Parts, Vehicles & Motor Equip	102.91	0.00	102.91	
			IV35209A	Parts, Vehicles & Motor Equip	24.30	0.00	24.30	
			IV35227	Parts, Vehicles & Motor Equip	446.42	0.00	446.42	
			IV35237	Parts, Vehicles & Motor Equip	1,425.51	0.00	1,425.51	
			IV35400	Parts, Vehicles & Motor Equip	1,502.99	0.00	1,502.99	
			IV35577	Parts, Vehicles & Motor Equip	30.85	0.00	30.85	
			IV35578	Parts, Vehicles & Motor Equip	54.07	0.00	54.07	
			IV35642	Parts, Vehicles & Motor Equip	17.96	0.00	17.96	
			IV35742	Parts, Vehicles & Motor Equip	128.04	0.00	128.04	
			IV35759	Parts, Vehicles & Motor Equip	18.50	0.00	18.50	
			IV35866	Parts, Vehicles & Motor Equip	54.07	0.00	54.07	
xxx327160	8/18/20	TURF STAR INC	619132-00	Parts, Vehicles & Motor Equip	10,381.45	0.00	10,381.45	<b>\$12,137.87</b>
			7125234-00	Parts, Vehicles & Motor Equip	167.57	0.00	167.57	
			7125892-00	General Supplies	562.94	0.00	562.94	
			7128709-00	Parts, Vehicles & Motor Equip	513.85	0.00	513.85	
			7128725-00	Parts, Vehicles & Motor Equip	121.63	0.00	121.63	
			7128728-00	Parts, Vehicles & Motor Equip	108.50	0.00	108.50	
			7128732-00	Parts, Vehicles & Motor Equip	281.93	0.00	281.93	
xxx327161	8/18/20	UMESH GAITONDE	696813-6157832	DED Services/Training - Books	46.85	0.00	46.85	<b>\$46.85</b>

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xxx327162	8/18/20	UNITED PARCEL SERVICE	0000966608310	Mailing & Delivery Services	209.11	0.00	209.11	\$209.11
xxx327163	8/18/20	UNITED SITE SERVICES OF CALIFORNIA INC	114-10740102	Equipment Rental/Lease	77.35	0.00	77.35	\$77.35
xxx327164	8/18/20	UNITED STATES POSTAL SERVICE	BOX4000-AUG20	Equipment Rental/Lease	1,390.00	0.00	1,390.00	\$1,390.00
xxx327165	8/18/20	VISTA ANALYTICAL LABORATORY INC	51565	Water Lab Services	975.00	0.00	975.00	\$975.00
xxx327166	8/18/20	WATER ONE INDUSTRIES INC	134966	Facilities Maintenance & Repair Labor	1,300.00	0.00	1,300.00	\$1,300.00
xxx327167	8/18/20	ZAYO GROUP LLC	2020080024865	Hardware Maintenance	32,032.60	0.00	32,032.60	\$32,032.60
xxx327168	8/18/20	ALAMEDA COUNTY	29013107206502	Training and Conferences	28,000.00	0.00	28,000.00	\$28,000.00
xxx327169	8/18/20	OFFICE DEPOT INC	105745666001	Supplies, Office	49.67	0.00	49.67	\$5,459.22
			106148661001	Supplies, Office	-57.87	0.00	-57.87	
			106907077001	Supplies, Office	435.44	0.00	435.44	
			106954258001	Supplies, Office	52.25	0.00	52.25	
			107010405001	Supplies, Office	21.96	0.00	21.96	
			107135802001	Supplies, Office	32.87	0.00	32.87	
			107157735001	Supplies, Office	1,315.52	0.00	1,315.52	
			107287220001	Supplies, Office	203.99	0.00	203.99	
			107354095001	Supplies, Office	78.07	0.00	78.07	
			107500023001	Supplies, Office	34.98	0.00	34.98	
			107701284001	Supplies, Office	28.41	0.00	28.41	
			107733144001	Supplies, Office	11.82	0.00	11.82	
			107751673001	Supplies, Office	20.81	0.00	20.81	
			107767157001	Supplies, Office	705.35	0.00	705.35	
			107887928001	Supplies, Office	52.25	0.00	52.25	
			108216816001	Supplies, Office	-78.07	0.00	-78.07	
			108220868001	Supplies, Office	-203.99	0.00	-203.99	
			108221958001	Supplies, Office	205.03	0.00	205.03	
			108292281001	Supplies, Office	367.00	0.00	367.00	
			108292281002	Supplies, Office	264.11	0.00	264.11	
			108569471001	Supplies, Office	132.57	0.00	132.57	
			108752927001	Supplies, Office	62.24	0.00	62.24	
			108923869001	Supplies, Office	18.92	0.00	18.92	

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			109153273001	Supplies, Office	399.50	0.00	399.50	
			109249499001	Supplies, Office	49.02	0.00	49.02	
			109384583001	Supplies, Office	38.16	0.00	38.16	
			109417350001	Supplies, Office	52.31	0.00	52.31	
			109729278001	Supplies, Office	54.38	0.00	54.38	
			109736667001	Supplies, Office	97.84	0.00	97.84	
			109873369001	Supplies, Office	85.01	0.00	85.01	
			109873369002	Supplies, Office	11.10	0.00	11.10	
			109908266001	Supplies, Office	30.19	0.00	30.19	
			109931502001	Supplies, Office	1.33	0.00	1.33	
			109955840001	Supplies, Office	39.67	0.00	39.67	
			110141684001	Supplies, Office	73.56	0.00	73.56	
			110149238001	Supplies, Office	227.10	0.00	227.10	
			110218498001	Supplies, Office	24.27	0.00	24.27	
			110390077001	Supplies, Office	62.59	0.00	62.59	
			110422766001	Supplies, Office	8.71	0.00	8.71	
			110577734001	Supplies, Office	50.36	0.00	50.36	
			110996117001	Supplies, Office	18.24	0.00	18.24	
			111142119001	Supplies, Office	60.32	0.00	60.32	
			111203859001	Supplies, Office	81.61	0.00	81.61	
			111208192001	Supplies, Office	235.73	0.00	235.73	
			111950444001	Supplies, Office	4.89	0.00	4.89	
xxx327173	8/18/20	PACIFIC GAS & ELECTRIC CO	05225890200720	Utilities - Gas	19.28	0.00	19.28	<b>\$6,196.45</b>
			05225892760720	Utilities - Electric	1,795.98	0.00	1,795.98	
			05225894560720	Utilities - Electric	1,168.84	0.00	1,168.84	
			43142590150720	Utilities - Gas	7.85	0.00	7.85	
			43142590250720	Utilities - Gas	225.28	0.00	225.28	
			43142590300720	Utilities - Gas	49.94	0.00	49.94	
			43142597640720	Utilities - Electric	1,460.41	0.00	1,460.41	
			43142599650720	Utilities - Electric	885.11	0.00	885.11	
			43155469000720	Utilities - Electric	149.87	0.00	149.87	

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			43179602530720	Utilities - Electric	343.27	0.00	343.27	
			97306197490720	Utilities - Electric	6.59	0.00	6.59	
			97322830180720	Utilities - Electric	49.79	0.00	49.79	
			97322834740720	Utilities - Electric	23.85	0.00	23.85	
			97386482120720	Utilities - Electric	10.39	0.00	10.39	
xxx327175	8/18/20	CUPERTINO UNION SCHOOL DISTRICT	1021328/33329	DPS Alarm Permit Fee	140.00	0.00	140.00	<b>\$140.00</b>
xxx327176	8/18/20	FASTBOOK PRINTING & GRAPHICS	191293-75840	Refund Utility Account Credit	127.37	0.00	127.37	<b>\$127.37</b>
xxx327177	8/18/20	FERMA CORP	199105-11340	Refund Utility Account Credit	1,666.61	0.00	1,666.61	<b>\$1,666.61</b>
xxx327178	8/18/20	GOLDEN STATE PROPERTY MGMT	168299-72800	Refund Utility Account Credit	304.50	0.00	304.50	<b>\$304.50</b>
xxx327179	8/18/20	OZAN CARMICHAEL	187487-11492	Refund Utility Account Credit	247.14	0.00	247.14	<b>\$247.14</b>
xxx327180	8/20/20	ACUSHNET CO	908940929	Inventory Purchase	210.64	0.00	210.64	<b>\$210.64</b>
xxx327181	8/20/20	AIRGAS USA LLC	9103182539	General Supplies	578.62	0.00	578.62	<b>\$578.62</b>
xxx327182	8/20/20	ALPINE AWARDS INC	5542702	Clothing, Uniforms & Access	262.66	0.00	262.66	<b>\$262.66</b>
xxx327183	8/20/20	AXON ENTERPRISE INC	SI-1672414	Software Licensing & Support	292,293.00	0.00	292,293.00	<b>\$293,731.80</b>
			SI-1672416	Software Licensing & Support	1,438.80	0.00	1,438.80	
xxx327184	8/20/20	BMI IMAGING SYSTEMS	313647	Miscellaneous Services	4,000.00	0.00	4,000.00	<b>\$4,000.00</b>
xxx327185	8/20/20	BAKER & TAYLOR	2035373622	Library Acquisitions, Books	149.23	0.00	149.23	<b>\$1,847.66</b>
			5016269374	Library Acquisitions, Books	53.08	0.00	53.08	
			5016269375	Library Acquisitions, Books	143.51	0.00	143.51	
			5016269376	Library Acquisitions, Books	213.93	0.00	213.93	
			5016281541	Library Acquisitions, Books	41.71	0.00	41.71	
			5016281543	Library Acquisitions, Books	42.27	0.00	42.27	
			5016282045	Library Acquisitions, Books	7.68	0.00	7.68	
			5016282047	Library Acquisitions, Books	3.83	0.00	3.83	
			5016282049	Library Acquisitions, Books	20.75	0.00	20.75	
			5016282051	Library Acquisitions, Books	62.81	0.00	62.81	
			5016282053	Library Acquisitions, Books	85.07	0.00	85.07	
			5016286282	Library Acquisitions, Books	22.42	0.00	22.42	
			5016286284	Library Acquisitions, Books	36.10	0.00	36.10	
			5016286286	Library Acquisitions, Books	28.76	0.00	28.76	
			5016286288	Library Acquisitions, Books	348.87	0.00	348.87	

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			5016286290	Library Acquisitions, Books	14.42	0.00	14.42	
			5016289389	Library Acquisitions, Books	36.04	0.00	36.04	
			5016289390	Library Acquisitions, Books	170.99	0.00	170.99	
			5016289391	Library Acquisitions, Books	224.30	0.00	224.30	
			5016289392	Library Acquisitions, Books	80.01	0.00	80.01	
			H48820910	Library Acquis, Audio/Visual	61.88	0.00	61.88	
xxx327187	8/20/20	BAY AREA AIR QUALITY MANAGEMENT DISTRICT	SEPT-NOV2020	Taxes & Licenses - Misc	6,250.00	0.00	6,250.00	<b>\$6,250.00</b>
xxx327189	8/20/20	BAY AREA POLYGRAPH	995	Investigation Expense	2,225.00	0.00	2,225.00	<b>\$2,225.00</b>
xxx327190	8/20/20	BOUND TREE MEDICAL LLC	83734598	Inventory Purchase	4,895.26	0.00	4,895.26	<b>\$4,895.26</b>
xxx327191	8/20/20	BURTONS FIRE INC	S49692	Parts, Vehicles & Motor Equip	35.70	0.00	35.70	<b>\$65.68</b>
			S49693	Parts, Vehicles & Motor Equip	29.98	0.00	29.98	
xxx327192	8/20/20	CENTER FOR EMPLOYMENT OPPORTUNITIES	1-DS	Contracts/Service Agreements	2,254.64	0.00	2,254.64	<b>\$10,467.85</b>
			1-SSEL	Contracts/Service Agreements	2,254.65	0.00	2,254.65	
			2-DS	Contracts/Service Agreements	2,979.26	0.00	2,979.26	
			2-SSEL	Contracts/Service Agreements	2,979.30	0.00	2,979.30	
xxx327193	8/20/20	CENTRAL LABOR COUNCIL PARTNERSHIP	37	Contracts/Service Agreements	63,449.66	0.00	63,449.66	<b>\$63,449.66</b>
xxx327194	8/20/20	CHARLES ST GARDENS	RTC20-0656	Outside Group Funding	2,500.00	0.00	2,500.00	<b>\$2,500.00</b>
xxx327195	8/20/20	CHERRYROAD TECHNOLOGIES INC	3011000-IN	Professional Services	435,500.00	0.00	435,500.00	<b>\$435,500.00</b>
xxx327196	8/20/20	CITY & COUNTY OF SAN FRANCISCO	P2EI-006	Contracts/Service Agreements	21,383.52	0.00	21,383.52	<b>\$21,383.52</b>
xxx327197	8/20/20	CITY OF SAN JOSE - WORK2FUTURE	0003	Contracts/Service Agreements	10,136.23	0.00	10,136.23	<b>\$10,136.23</b>
xxx327198	8/20/20	CITY OF SANTA CLARA MUNICIPAL UTILITIES	AUG2020	Utilities - Electric	573.40	0.00	573.40	<b>\$573.40</b>
xxx327199	8/20/20	CLEAN VENT INC	43327	Facilities Maintenance & Repair Labor	760.00	0.00	760.00	<b>\$760.00</b>
xxx327200	8/20/20	CYBERSOURCE CORP	235943621831	Software As a Service	75.00	0.00	75.00	<b>\$150.00</b>
			235991188156	Software As a Service	75.00	0.00	75.00	
xxx327201	8/20/20	DAVEY RESOURCE GROUP	914781951	Software As a Service	2,500.00	0.00	2,500.00	<b>\$2,500.00</b>
xxx327202	8/20/20	DELL MARKETING LP	10409164004	Computer Hardware	323.83	0.00	323.83	<b>\$22,471.68</b>
			10410404932	Computer Hardware	22,147.85	0.00	22,147.85	
xxx327203	8/20/20	DOWNTOWN STREETS TEAM	RTC20-0656	Outside Group Funding	10,000.00	0.00	10,000.00	<b>\$10,000.00</b>
xxx327204	8/20/20	FEDEX	7-074-77238	Mailing & Delivery Services	5.81	0.00	5.81	<b>\$5.81</b>





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Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
			83844748	HazMat Disposal - Hazardous Waste Disposal	367.00	0.00	367.00	
xxx327223	8/20/20	SAN FRANCISCO BAY BIRD OBSERVATORY	1542	Water Lab Services	1,729.80	0.00	1,729.80	<b>\$1,729.80</b>
xxx327224	8/20/20	SANTA CLARA COUNTY FIRE CHIEFS ASSN	20-010	Training and Conferences	436.97	0.00	436.97	<b>\$2,088.97</b>
			20-019	Membership Fees	1,652.00	0.00	1,652.00	
xxx327225	8/20/20	SELF HELP FOR THE ELDERLY	RTC-20-0656	Outside Group Funding	11,000.00	0.00	11,000.00	<b>\$11,000.00</b>
xxx327226	8/20/20	SHUMS CODA ASSOC	5643	Consultants	16,205.00	0.00	16,205.00	<b>\$16,205.00</b>
xxx327227	8/20/20	SMART & FINAL INC	021354-081320	Supplies, Office	63.18	0.00	63.18	<b>\$63.18</b>
xxx327228	8/20/20	STEVEN C DOLEZAL PHD	JUNE2020	Professional Services	700.00	0.00	700.00	<b>\$700.00</b>
xxx327229	8/20/20	SUNNYVALE CHAMBER OF COMMERCE	RTC20-0656	Outside Group Funding	21,000.00	0.00	21,000.00	<b>\$21,000.00</b>
xxx327230	8/20/20	SUNNYVALE COMMUNITY PLAYERS	RTC20-0656	Outside Group Funding	5,000.00	0.00	5,000.00	<b>\$5,000.00</b>
xxx327231	8/20/20	SUNNYVALE DOWNTOWN ASSN	RTC20-0656	Outside Group Funding	11,000.00	0.00	11,000.00	<b>\$11,000.00</b>
xxx327232	8/20/20	SUNNYVALE HISTORICAL SOCIETY AND	RTC20-0656	Outside Group Funding	6,000.00	0.00	6,000.00	<b>\$6,000.00</b>
xxx327233	8/20/20	THE LACE MUSEUM INC	RTC20-0656	Outside Group Funding	5,000.00	0.00	5,000.00	<b>\$5,000.00</b>
xxx327234	8/20/20	THOMAS PLUMBING INC	4802	Facilities Maint & Repair - Labor	130.00	0.00	130.00	<b>\$151.50</b>
			4802	Facilities Maint & Repair - Materials	21.50	0.00	21.50	
xxx327235	8/20/20	UNITED SITE SERVICES OF CALIFORNIA INC	114-10552913	Facilities Maintenance & Repair Labor	70.55	0.00	70.55	<b>\$70.55</b>
xxx327236	8/20/20	UNIVAR SOLUTIONS USA INC	48672735	Chemicals	3,144.62	0.00	3,144.62	<b>\$3,144.62</b>
xxx327237	8/20/20	VESTRA RESOURCES INC	25824	Professional Services	1,397.75	0.00	1,397.75	<b>\$1,397.75</b>
xxx327238	8/20/20	VWR INTERNATIONAL LLC	8801640372	General Supplies	-154.55	0.00	-154.55	<b>\$121.51</b>
			8801722461	General Supplies	88.81	0.00	88.81	
			8801817492	General Supplies	110.32	0.00	110.32	
			8801822388	General Supplies	76.93	0.00	76.93	
xxx327239	8/20/20	VERIZON WIRELESS	9860384946	Investigation Expense	51.04	0.00	51.04	<b>\$51.04</b>
xxx327240	8/20/20	VIASYN	27188	Utilities - Electric	3,250.00	0.00	3,250.00	<b>\$3,250.00</b>
xxx327241	8/20/20	W A KRAUSS & CO INC	202008	Professional Services	167.75	0.00	167.75	<b>\$167.75</b>
xxx327242	8/20/20	WINSUPPLY OF SILICON VALLEY	017269 00	Miscellaneous Equipment Parts & Supplies	1,088.39	0.00	1,088.39	<b>\$1,088.39</b>
xxx327243	8/20/20	WOODARD & CURRAN INC	179623	Professional Services	10,220.75	0.00	10,220.75	<b>\$10,220.75</b>
xxx327244	8/20/20	ZALCO LABORATORIES	2007119	Miscellaneous Services	390.00	0.00	390.00	<b>\$700.00</b>
			2007205	Miscellaneous Services	310.00	0.00	310.00	

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**List of All Claims and Bills Approved for Payment**  
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xxx327245	8/20/20	SOUTH BAY REGIONAL PUBLIC SAFETY	221052	Training and Conferences	399.00	0.00	399.00	<b>\$399.00</b>
xxx327246	8/20/20	STAPLES INC	3452425065	Supplies, Office	45.74	0.00	45.74	<b>\$186.56</b>
			3452425068	Supplies, Office	50.15	0.00	50.15	
			3452425079	Supplies, Office	14.27	0.00	14.27	
			3452425081	Supplies, Office	36.30	0.00	36.30	
			3452425086	Supplies, Office	40.10	0.00	40.10	
xxx327247	8/20/20	STATE FIRE TRAINING	CONTRERAS	Training and Conferences	75.00	0.00	75.00	<b>\$645.00</b>
			FF2					
			L RUIZ FF2	Training and Conferences	75.00	0.00	75.00	
			LNECKER	Training and Conferences	115.00	0.00	115.00	
			FF1&2					
			M PEEL FF2	Training and Conferences	75.00	0.00	75.00	
			N POTTS FF2	Training and Conferences	75.00	0.00	75.00	
xxx327248	8/20/20	REVECA OCEGUEDA	S GOR FF1&2	Training and Conferences	115.00	0.00	115.00	
			S REIS FF1&2	Training and Conferences	115.00	0.00	115.00	
			478139	Refund Recreation Fees	830.00	0.00	830.00	
xxx100904	8/18/20	SFPUC WATER DEPARTMENT	070220-080320	Water for Resale	2,139,384.10	0.00	2,139,384.10	<b>\$2,306,471.10</b>
			070220-080320	Purchased Water Related Expenses - Meter Charges	22,939.00	0.00	22,939.00	
			070220-080320	BAWSCA Surcharge	144,148.00	0.00	144,148.00	
xxx100905	8/21/20	CALIFORNIA DEPT OF TAX & FEE ADMIN	14129713	Use Tax Payable	11,243.54	0.00	11,243.54	<b>\$11,243.54</b>
xxx906714	8/19/20	KEENAN & ASSOCIATES		Workers' Compensation - Claims	66,829.29	0.00	66,829.29	<b>\$66,829.29</b>
<b>Grand Total Payment Amount</b>								<b><u>\$5,351,334.93</u></b>

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xxx0316	8/27/20	ABEL A VARGAS	SEPTEMBER 2020	Insurances - Retiree Medical - Retiree Reimbursement	186.61	0.00	186.61	<b>\$186.61</b>
xxx0317	8/27/20	AIMEE FOSBENNER	SEPTEMBER 2020	Insurances - Retiree Medical - Retiree Reimbursement	206.46	0.00	206.46	<b>\$206.46</b>
xxx0318	8/27/20	ALI FATAPOUR	SEPTEMBER 2020	Insurances - Retiree Medical - Retiree Reimbursement	1,448.37	0.00	1,448.37	<b>\$1,448.37</b>
xxx0319	8/27/20	ANNABEL YURUTUCU	SEPTEMBER 2020	Insurances - Retiree Medical - Retiree Reimbursement	596.61	0.00	596.61	<b>\$596.61</b>
xxx0320	8/27/20	BRICE MCQUEEN	SEPTEMBER 2020	Insurances - Retiree Medical - Retiree Reimbursement	1,448.37	0.00	1,448.37	<b>\$1,448.37</b>
xxx0321	8/27/20	BYRON K PIPKIN	SEPTEMBER 2020	Insurances - Retiree Medical - Retiree Reimbursement	1,016.69	0.00	1,016.69	<b>\$1,016.69</b>
xxx0322	8/27/20	CARL RUSHMEYER	SEPTEMBER 2020	Insurances - Retiree Medical - Retiree Reimbursement	1,076.76	0.00	1,076.76	<b>\$1,076.76</b>
xxx0323	8/27/20	CATHY HAYNES	SEPTEMBER 2020	Insurances - Retiree Medical - Retiree Reimbursement	1,317.76	0.00	1,317.76	<b>\$1,317.76</b>
xxx0324	8/27/20	CHRIS CARRION	SEPTEMBER 2020	Insurances - Retiree Medical - Retiree Reimbursement	842.75	0.00	842.75	<b>\$842.75</b>
xxx0325	8/27/20	CHRISTINE MENDOZA	SEPTEMBER 2020	Insurances - Retiree Medical - Retiree Reimbursement	596.61	0.00	596.61	<b>\$596.61</b>
xxx0326	8/27/20	CORYN CAMPBELL	SEPTEMBER 2020	Insurances - Retiree Medical - Retiree Reimbursement	345.50	0.00	345.50	<b>\$345.50</b>
xxx0327	8/27/20	CYNTHIA HOWELLS	SEPTEMBER 2020	Insurances - Retiree Medical - Retiree Reimbursement	498.01	0.00	498.01	<b>\$498.01</b>
xxx0328	8/27/20	DAN HAMMONS	SEPTEMBER 2020	Insurances - Retiree Medical - Retiree Reimbursement	1,334.23	0.00	1,334.23	<b>\$1,334.23</b>
xxx0329	8/27/20	DAVID KAHN	SEPTEMBER 2020	Insurances - Retiree Medical - Retiree Reimbursement	923.81	0.00	923.81	<b>\$923.81</b>
xxx0330	8/27/20	DAVID L VERBRUGGE	SEPTEMBER 2020	Insurances - Retiree Medical - Retiree Reimbursement	2,010.89	0.00	2,010.89	<b>\$2,010.89</b>
xxx0331	8/27/20	DAYTON W K PANG						<b>\$2,159.27</b>

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			SEPTEMBER 2020	Insurances - Retiree Medical - Retiree Reimbursement	2,159.27	0.00	2,159.27	
xxx0332	8/27/20	DEAN CHU	SEPTEMBER 2020	Insurances - Retiree Medical - Retiree Reimbursement	1,050.04	0.00	1,050.04	<b>\$1,050.04</b>
xxx0333	8/27/20	DON JOHNSON	SEPTEMBER 2020	Insurances - Retiree Medical - Retiree Reimbursement	498.01	0.00	498.01	<b>\$498.01</b>
xxx0334	8/27/20	DOUGLAS MORETTO	SEPTEMBER 2020	Insurances - Retiree Medical - Retiree Reimbursement	1,076.76	0.00	1,076.76	<b>\$1,076.76</b>
xxx0335	8/27/20	ENCARNACION HERNANDEZ	SEPTEMBER 2020	Insurances - Retiree Medical - Retiree Reimbursement	139.74	0.00	139.74	<b>\$139.74</b>
xxx0336	8/27/20	ESTRELLA KAWCZYNSKI	SEPTEMBER 2020	Insurances - Retiree Medical - Retiree Reimbursement	200.43	0.00	200.43	<b>\$200.43</b>
xxx0337	8/27/20	EUGENE J WADDELL	SEPTEMBER 2020	Insurances - Retiree Medical - Retiree Reimbursement	450.13	0.00	450.13	<b>\$450.13</b>
xxx0338	8/27/20	GAIL SWEGLES	SEPTEMBER 2020	Insurances - Retiree Medical - Retiree Reimbursement	112.82	0.00	112.82	<b>\$112.82</b>
xxx0339	8/27/20	GARY LUEBBERS	SEPTEMBER 2020	Insurances - Retiree Medical - Retiree Reimbursement	396.20	0.00	396.20	<b>\$396.20</b>
xxx0340	8/27/20	GREGORY E KEVIN	SEPTEMBER 2020	Insurances - Retiree Medical - Retiree Reimbursement	777.69	0.00	777.69	<b>\$777.69</b>
xxx0341	8/27/20	JAMES BOUZIANE	SEPTEMBER 2020	Insurances - Retiree Medical - Retiree Reimbursement	842.75	0.00	842.75	<b>\$842.75</b>
xxx0342	8/27/20	JANICE BROUSSARD	SEPTEMBER 2020	Insurances - Retiree Medical - Retiree Reimbursement	615.67	0.00	615.67	<b>\$615.67</b>
xxx0343	8/27/20	JEFFREY PLECQUE	SEPTEMBER 2020	Insurances - Retiree Medical - Retiree Reimbursement	1,277.69	0.00	1,277.69	<b>\$1,277.69</b>
xxx0344	8/27/20	JEROME P AMMERMAN	SEPTEMBER 2020	Insurances - Retiree Medical - Retiree Reimbursement	615.67	0.00	615.67	<b>\$615.67</b>
xxx0345	8/27/20	JOHN HOWE	SEPTEMBER 2020	Insurances - Retiree Medical - Retiree Reimbursement	596.61	0.00	596.61	<b>\$596.61</b>
xxx0346	8/27/20	JOHN S WITTHAUS	SEPTEMBER 2020	Insurances - Retiree Medical - Retiree Reimbursement	1,448.37	0.00	1,448.37	<b>\$1,448.37</b>
xxx0347	8/27/20	KAREN WOBLESKY	SEPTEMBER 2020	Insurances - Retiree Medical - Retiree Reimbursement	1,344.97	0.00	1,344.97	<b>\$1,344.97</b>

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xxx0348	8/27/20	KATHLEEN FRANCO SIMMONS	SEPTEMBER 2020	Insurances - Retiree Medical - Retiree Reimbursement	211.04	0.00	211.04	<b>\$211.04</b>
xxx0349	8/27/20	KELLY FITZGERALD	SEPTEMBER 2020	Insurances - Retiree Medical - Retiree Reimbursement	577.69	0.00	577.69	<b>\$577.69</b>
xxx0350	8/27/20	KELLY MENEHAN	SEPTEMBER 2020	Insurances - Retiree Medical - Retiree Reimbursement	211.83	0.00	211.83	<b>\$211.83</b>
xxx0351	8/27/20	KLAUS DAEHNE	SEPTEMBER 2020	Insurances - Retiree Medical - Retiree Reimbursement	505.65	0.00	505.65	<b>\$505.65</b>
xxx0352	8/27/20	MARK G PETERSEN	SEPTEMBER 2020	Insurances - Retiree Medical - Retiree Reimbursement	2,024.85	0.00	2,024.85	<b>\$2,024.85</b>
xxx0353	8/27/20	MARK STIVERS	SEPTEMBER 2020	Insurances - Retiree Medical - Retiree Reimbursement	100.69	0.00	100.69	<b>\$100.69</b>
xxx0354	8/27/20	MIKE ECCLES	SEPTEMBER 2020	Insurances - Retiree Medical - Retiree Reimbursement	437.28	0.00	437.28	<b>\$437.28</b>
xxx0355	8/27/20	PETE GONDA	SEPTEMBER 2020	Insurances - Retiree Medical - Retiree Reimbursement	2,010.89	0.00	2,010.89	<b>\$2,010.89</b>
xxx0356	8/27/20	ROBERT WALKER	SEPTEMBER 2020	Insurances - Retiree Medical - Retiree Reimbursement	2,024.85	0.00	2,024.85	<b>\$2,024.85</b>
xxx0357	8/27/20	RONALD DALBA	SEPTEMBER 2020	Insurances - Retiree Medical - Retiree Reimbursement	928.69	0.00	928.69	<b>\$928.69</b>
xxx0358	8/27/20	SCOTT MORTON	SEPTEMBER 2020	Insurances - Retiree Medical - Retiree Reimbursement	615.67	0.00	615.67	<b>\$615.67</b>
xxx0359	8/27/20	SILVIA MARTINS	SEPTEMBER 2020	Insurances - Retiree Medical - Retiree Reimbursement	842.75	0.00	842.75	<b>\$842.75</b>
xxx0360	8/27/20	SIMON C LEMUS	SEPTEMBER 2020	Insurances - Retiree Medical - Retiree Reimbursement	1,344.97	0.00	1,344.97	<b>\$1,344.97</b>
xxx0361	8/27/20	STEPHEN QUICK	SEPTEMBER 2020	Insurances - Retiree Medical - Retiree Reimbursement	1,317.76	0.00	1,317.76	<b>\$1,317.76</b>
xxx0362	8/27/20	STEVEN D PIGOTT	SEPTEMBER 2020	Insurances - Retiree Medical - Retiree Reimbursement	528.13	0.00	528.13	<b>\$528.13</b>
xxx0363	8/27/20	TAMMY PARKHURST	SEPTEMBER 2020	Insurances - Retiree Medical - Retiree Reimbursement	345.50	0.00	345.50	<b>\$345.50</b>
xxx0364	8/27/20	THERESE BALBO	SEPTEMBER 2020	Insurances - Retiree Medical - Retiree Reimbursement	1,042.13	0.00	1,042.13	<b>\$1,042.13</b>

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xxx0365	8/27/20	TIM CARLYLE	SEPTEMBER 2020	Insurances - Retiree Medical - Retiree Reimbursement	777.69	0.00	777.69	\$777.69
xxx0366	8/27/20	TIM JOHNSON	SEPTEMBER 2020	Insurances - Retiree Medical - Retiree Reimbursement	777.69	0.00	777.69	\$777.69
xxx0367	8/27/20	VINCENT CHETCUTI	SEPTEMBER 2020	Insurances - Retiree Medical - Retiree Reimbursement	2,159.27	0.00	2,159.27	\$2,159.27
xxx0368	8/27/20	WILLIAM BIELINSKI	SEPTEMBER 2020	Insurances - Retiree Medical - Retiree Reimbursement	345.50	0.00	345.50	\$345.50
xxx327249	8/25/20	ABTECH TECHNOLOGIES INC	MA07064-IN	Hardware Maintenance	47,903.00	0.00	47,903.00	\$47,903.00
xxx327250	8/25/20	APPLEONE EMPLOYMENT SERVICES	01-5649781	Salaries - Contract Personnel	1,341.60	0.00	1,341.60	\$3,943.56
			01-5652860	Salaries - Contract Personnel	1,260.36	0.00	1,260.36	
			01-5652861	Salaries - Contract Personnel	1,341.60	0.00	1,341.60	
xxx327251	8/25/20	AXON ENTERPRISE INC	SI-1669838	General Supplies	8,446.16	0.00	8,446.16	\$8,446.16
xxx327252	8/25/20	BANNER BANK	WSHNGTNPOO L#07	Construction Project Contract Retainage	27,675.10	0.00	27,675.10	\$27,675.10
xxx327253	8/25/20	BAY AREA AIR QUALITY MANAGEMENT DISTRICT	4HR43	Vehicles & Motorized Equip	356.00	0.00	356.00	\$3,957.00
			4HS97	Vehicles & Motorized Equip	389.00	0.00	389.00	
			4HS99	Vehicles & Motorized Equip	358.00	0.00	358.00	
			4HT00	Vehicles & Motorized Equip	359.00	0.00	359.00	
			4HT01	Vehicles & Motorized Equip	357.00	0.00	357.00	
			4HT02	Vehicles & Motorized Equip	357.00	0.00	357.00	
			4HT03	Vehicles & Motorized Equip	357.00	0.00	357.00	
			4HT04	Vehicles & Motorized Equip	710.00	0.00	710.00	
			4HT05	Vehicles & Motorized Equip	358.00	0.00	358.00	
			4HT06	Vehicles & Motorized Equip	356.00	0.00	356.00	
xxx327254	8/25/20	BAY AREA FURNITURE BANK	RTC20-0656	Outside Group Funding	11,000.00	0.00	11,000.00	\$11,000.00
xxx327255	8/25/20	BAY AREA NEWS GROUP	0006493080	Advertising Services	451.00	0.00	451.00	\$675.00
			0006494038	Advertising Services	224.00	0.00	224.00	
xxx327256	8/25/20	BIN GU	133423-8437021	DED Services/Training - Books	53.07	0.00	53.07	\$53.07
xxx327257	8/25/20	BROWNELLS INC	18970699.01	Clothing, Uniforms & Access	174.29	0.00	174.29	\$174.29
xxx327258	8/25/20	BURKE WILLIAMS & SORENSEN LLP	257605	Legal Services	1,740.50	0.00	1,740.50	\$1,740.50
xxx327259	8/25/20	CALLYO 2009 CORP	R12982	Investigation Expense	5,740.00	0.00	5,740.00	\$5,740.00

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Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
xxx327260	8/25/20	CAROLLO ENGINEERS	0188365	Professional Services	84,210.05	0.00	84,210.05	<b>\$162,357.31</b>
			0188914	Professional Services	78,147.26	0.00	78,147.26	
xxx327261	8/25/20	CENTURY GRAPHICS	53395	Clothing, Uniforms & Access	636.97	0.00	636.97	<b>\$1,753.61</b>
			53686	Clothing, Uniforms & Access	1,116.64	0.00	1,116.64	
xxx327262	8/25/20	COLANTUONO HIGHSMITH & WHATLEY PC	43378	Legal Services	841.64	0.00	841.64	<b>\$1,104.14</b>
			43545	Legal Services	262.50	0.00	262.50	
xxx327263	8/25/20	DEL GAVIO GROUP	9315	Miscellaneous Equipment	418.56	0.00	418.56	<b>\$418.56</b>
xxx327264	8/25/20	ECONOLITE SYSTEMS INC	31529	Construction Services	171.44	0.00	171.44	<b>\$93,224.01</b>
			31529	Services Maintain Land Improv	15,790.01	0.00	15,790.01	
			31534	Construction Services	31.30	0.00	31.30	
			31534	Services Maintain Land Improv	2,882.54	0.00	2,882.54	
			31537	Construction Services	273.07	0.00	273.07	
			31537	Services Maintain Land Improv	25,149.45	0.00	25,149.45	
			31591	Construction Services	173.62	0.00	173.62	
			31591	Services Maintain Land Improv	15,990.89	0.00	15,990.89	
			31592	Construction Services	128.30	0.00	128.30	
			31592	Services Maintain Land Improv	11,816.54	0.00	11,816.54	
			31597	Construction Services	44.69	0.00	44.69	
			31597	Services Maintain Land Improv	4,115.84	0.00	4,115.84	
			31598	Construction Services	119.54	0.00	119.54	
			31598	Services Maintain Land Improv	11,010.06	0.00	11,010.06	
xxx327266	8/25/20	FRICKE PARKS PRESS INC	31623	Construction Services	44.89	0.00	44.89	
			31623	Services Maintain Land Improv	4,133.98	0.00	4,133.98	
			31627	Construction Services	14.48	0.00	14.48	
			31627	Services Maintain Land Improv	1,333.37	0.00	1,333.37	
			109533	Printing & Related Services	7,259.40	0.00	7,259.40	
			1249942	Materials - Land Improve	11,162.40	0.00	11,162.40	<b>\$28,558.96</b>
xxx327267	8/25/20	GRANITEROCK CO	1252628	Materials - Land Improve	10,062.02	0.00	10,062.02	
			1254030	Materials - Land Improve	7,334.54	0.00	7,334.54	
xxx327268	8/25/20	ISABELLE CHOU	931226-7849824	DED Services/Training - Books	22.08	0.00	22.08	<b>\$22.08</b>
xxx327269	8/25/20	JJR CONSTRUCTION INC						<b>\$296,546.41</b>

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			CRBSSDWLK19	Construction Services	296,546.41	0.00	296,546.41	
			#02					
xxx327270	8/25/20	LINDA BEACH	0558729	DED Services/Training - Books	550.00	0.00	550.00	<b>\$550.00</b>
xxx327271	8/25/20	LINDA GORGOLINSKI	909430-1067448	DED Services/Training - Books	49.38	0.00	49.38	<b>\$49.38</b>
xxx327272	8/25/20	MARK FLEISHER	000270676	DED Services/Training - Books	405.00	0.00	405.00	<b>\$405.00</b>
xxx327273	8/25/20	NEIL CORTEZ	247141/0318697	DED Services/Training - Books	500.00	0.00	500.00	<b>\$500.00</b>
xxx327274	8/25/20	OUR DAILY BREAD	RTC20-0656	Outside Group Funding	13,500.00	0.00	13,500.00	<b>\$13,500.00</b>
xxx327275	8/25/20	P&R PAPER SUPPLY CO INC	30331928-00	Inventory Purchase	28.07	0.00	28.07	<b>\$28.07</b>
xxx327276	8/25/20	PACIFIC UNDERGROUND CONSTRUCTION INC	SMRTSTRMSYS #09	Construction Services	39,947.50	0.00	39,947.50	<b>\$39,947.50</b>
xxx327277	8/25/20	PARTICULAR COUNCIL OF THE SOCIETY	RTC20-0656	Outside Group Funding	21,000.00	0.00	21,000.00	<b>\$21,000.00</b>
xxx327278	8/25/20	R & B CO	S1957959.001	Inventory Purchase	837.12	0.00	837.12	<b>\$837.12</b>
xxx327279	8/25/20	R E P NUT N BOLT GUY	31837	Inventory Purchase	118.59	0.00	118.59	<b>\$118.59</b>
xxx327280	8/25/20	RANGE SERVANT AMERICA INC	101296	Facilities Maint & Repair - Materials	1,209.25	0.00	1,209.25	<b>\$1,209.25</b>
xxx327281	8/25/20	SAFEWAY INC	801360-080320	General Supplies	29.69	0.00	29.69	<b>\$29.69</b>
xxx327282	8/25/20	SAN BENITO COUNTY	003-2287-20 #5	Contracts/Service Agreements	827.36	0.00	827.36	<b>\$827.36</b>
xxx327283	8/25/20	SANTA CLARA COUNTY POLICE CHIEFS ASSN	NGO 20/21 MRB	Membership Fees	350.00	0.00	350.00	<b>\$350.00</b>
xxx327285	8/25/20	SIEGFRIED ENGINEERING INC	40662	Engineering Services	6,797.94	0.00	6,797.94	<b>\$6,797.94</b>
xxx327286	8/25/20	SIERRA PACIFIC TURF SUPPLY INC	0579341-IN	Materials - Land Improve	105.44	0.00	105.44	<b>\$399.39</b>
			0579596-IN	General Supplies	293.95	0.00	293.95	
xxx327287	8/25/20	SILVER & WRIGHT LLP	26918	Legal Services	749.10	0.00	749.10	<b>\$1,092.91</b>
			26919	Legal Services	343.81	0.00	343.81	
xxx327288	8/25/20	SITEONE LANDSCAPE SUPPLY LLC	102490372-001	Inventory Purchase	2,390.20	0.00	2,390.20	<b>\$2,390.20</b>
xxx327289	8/25/20	SLOAN SAKAI YEUNG & WONG LLP	43986	Legal Services	5,580.65	0.00	5,580.65	<b>\$5,580.65</b>
xxx327290	8/25/20	SPORTZANIA INC DBA SKYHAWKS SPORTS	SKY2020JAC	Rec Instructors/Officials	5,529.48	0.00	5,529.48	<b>\$5,529.48</b>
xxx327291	8/25/20	STEVEN C DOLEZAL PHD	JULY2020	Professional Services	700.00	0.00	700.00	<b>\$700.00</b>
xxx327292	8/25/20	STEVENS CREEK CHEVROLET	110094	Parts, Vehicles & Motor Equip	39.33	0.00	39.33	<b>\$237.76</b>
			110173	Parts, Vehicles & Motor Equip	198.43	0.00	198.43	
xxx327293	8/25/20	STUDIO EM GRAPHIC DESIGN	17976	Graphics Services	686.70	0.00	686.70	<b>\$343.35</b>
			17978REV	Graphics Services	-686.70	0.00	-686.70	



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			18004	Graphics Services	343.35	0.00	343.35	
xxx327294	8/25/20	SUNNYVALE EDUCATION FOUNDATION	RTC20-0656	Outside Group Funding	11,000.00	0.00	11,000.00	<b>\$11,000.00</b>
xxx327295	8/25/20	SUNNYVALE FORD	171632	Parts, Vehicles & Motor Equip	36.41	0.00	36.41	<b>\$1,961.90</b>
			171686	Parts, Vehicles & Motor Equip	91.08	0.00	91.08	
			171735	Parts, Vehicles & Motor Equip	766.61	0.00	766.61	
			171764	Parts, Vehicles & Motor Equip	20.61	0.00	20.61	
			171765	Parts, Vehicles & Motor Equip	20.61	0.00	20.61	
			171789	Parts, Vehicles & Motor Equip	258.70	0.00	258.70	
			171816	Parts, Vehicles & Motor Equip	278.15	0.00	278.15	
			171961	Parts, Vehicles & Motor Equip	179.72	0.00	179.72	
			172172	Parts, Vehicles & Motor Equip	310.01	0.00	310.01	
xxx327296	8/25/20	SUNNYVALE TOWING INC	290527	Parts, Vehicles & Motor Equip	40.00	0.00	40.00	<b>\$40.00</b>
xxx327297	8/25/20	SUSTAINABLE TURF SCIENCE INC	5024	Materials - Land Improve	1,828.48	0.00	1,828.48	<b>\$2,209.98</b>
			5025	Materials - Land Improve	381.50	0.00	381.50	
xxx327298	8/25/20	TJKM	0049998	Engineering Services	5,138.45	0.00	5,138.45	<b>\$19,740.00</b>
			0049999	Engineering Services	14,601.55	0.00	14,601.55	
xxx327299	8/25/20	THOMAS PLUMBING INC	4805	Facilities Maint & Repair - Labor	199.50	0.00	199.50	<b>\$249.50</b>
			4805	Facilities Maint & Repair - Materials	50.00	0.00	50.00	
xxx327300	8/25/20	TOYOTA SUNNYVALE	211605P	Parts, Vehicles & Motor Equip	5.77	0.00	5.77	<b>\$5.77</b>
xxx327301	8/25/20	TWIN OAKS MFG	K0023	Canine Program Expenditures	5,349.20	0.00	5,349.20	<b>\$5,349.20</b>
xxx327302	8/25/20	VERDE DESIGN INC	31-1713500	Engineering Services	1,650.00	0.00	1,650.00	<b>\$1,650.00</b>
xxx327303	8/25/20	WARDELL AUTO INTERIORS AND TOPS LLC	8323	Parts, Vehicles & Motor Equip	286.55	0.00	286.55	<b>\$286.55</b>
xxx327304	8/25/20	WESTERN STATES TOOL & SUPPLY CORP	176764A	Inventory Purchase	456.27	0.00	456.27	<b>\$456.27</b>
xxx327305	8/25/20	WESTERN TRUCK FABRICATION	22833	Parts, Vehicles & Motor Equip	148.80	0.00	148.80	<b>\$148.80</b>
xxx327306	8/25/20	WITMER TYSON IMPORTS INC	T13685	Canine Program Expenditures	1,433.65	0.00	1,433.65	<b>\$1,433.65</b>
xxx327307	8/25/20	YAMAHA GOLF CARS OF CALIFORNIA INC	L38420	Misc Equip Maint & Repair - Labor	405.00	0.00	405.00	<b>\$1,116.76</b>
			L38420	Misc Equip Maint & Repair - Materials	711.76	0.00	711.76	
xxx327308	8/25/20	YAMAHA MOTOR FINANCE CORP USA	708907	Equipment Rental/Lease	5,973.20	0.00	5,973.20	<b>\$5,973.20</b>
xxx327309	8/25/20	ALBERT J SCOTT	SEPTEMBER 2020	Insurances - Retiree Medical - Retiree Reimbursement	100.69	0.00	100.69	<b>\$100.69</b>
xxx327310	8/25/20	CHARLES S EANEFF JR						<b>\$1,344.97</b>

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			SEPTEMBER 2020	Insurances - Retiree Medical - Retiree Reimbursement	1,344.97	0.00	1,344.97	
xxx327311	8/25/20	DEAN S RUSSELL	SEPTEMBER 2020	Insurances - Retiree Medical - Retiree Reimbursement	2,010.89	0.00	2,010.89	<b>\$2,010.89</b>
xxx327312	8/25/20	GLEN FORTIN	SEPTEMBER 2020	Insurances - Retiree Medical - Retiree Reimbursement	516.69	0.00	516.69	<b>\$516.69</b>
xxx327313	8/25/20	LYNNE KILPATRICK	SEPTEMBER 2020	Insurances - Retiree Medical - Retiree Reimbursement	40.63	0.00	40.63	<b>\$40.63</b>
xxx327314	8/25/20	MARK ROGGE	SEPTEMBER 2020	Insurances - Retiree Medical - Retiree Reimbursement	211.83	0.00	211.83	<b>\$211.83</b>
xxx327315	8/25/20	NANCY BOLGARD STEWARD	SEPTEMBER 2020	Insurances - Retiree Medical - Retiree Reimbursement	596.61	0.00	596.61	<b>\$596.61</b>
xxx327316	8/25/20	OFFICE DEPOT INC	100305320001	Supplies, Office	119.89	0.00	119.89	<b>\$3,334.79</b>
			109405752001	Supplies, Office	71.06	0.00	71.06	
			109791186001	Supplies, Office	24.92	0.00	24.92	
			111208192002	Supplies, Office	16.23	0.00	16.23	
			111617701001	Supplies, Office	267.94	0.00	267.94	
			111693696001	Supplies, Office	143.87	0.00	143.87	
			111693722001	Supplies, Office	157.59	0.00	157.59	
			111693731001	Supplies, Office	8.69	0.00	8.69	
			112288826001	Supplies, Office	127.09	0.00	127.09	
			112323707001	Supplies, Office	25.41	0.00	25.41	
			112535427001	Supplies, Office	51.33	0.00	51.33	
			112925392001	Supplies, Office	167.48	0.00	167.48	
			113107969001	Supplies, Office	224.40	0.00	224.40	
			113190813001	Supplies, Office	13.56	0.00	13.56	
			113260751001	Supplies, Office	145.72	0.00	145.72	
			113297833001	Supplies, Office	58.82	0.00	58.82	
			113314073001	Supplies, Office	167.48	0.00	167.48	
			113314079001	Supplies, Office	167.48	0.00	167.48	
			113383148001	Supplies, Office	28.50	0.00	28.50	
			113615730001	Supplies, Office	39.40	0.00	39.40	

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			113687318001	Supplies, Office	20.05	0.00	20.05	
			113824645001	Supplies, Office	223.58	0.00	223.58	
			114220986001	Supplies, Office	349.99	0.00	349.99	
			114753579001	Supplies, Office	12.27	0.00	12.27	
			115411282001	Supplies, Office	80.05	0.00	80.05	
			115437873001	Supplies, Office	3.97	0.00	3.97	
			115641777001	Supplies, Office	48.89	0.00	48.89	
			116022084001	Supplies, Office	26.03	0.00	26.03	
			116022095001	Supplies, Office	8.27	0.00	8.27	
			116186988001	Supplies, Office	49.31	0.00	49.31	
			116230068001	Supplies, Office	50.30	0.00	50.30	
			116239658001	Supplies, Office	101.70	0.00	101.70	
			116243500001	Supplies, Office	59.50	0.00	59.50	
			116243509001	Supplies, Office	145.00	0.00	145.00	
			116243515001	Supplies, Office	20.06	0.00	20.06	
			116309596001	Supplies, Office	108.96	0.00	108.96	
xxx327319	8/25/20	PACIFIC GAS & ELECTRIC CO	06025923000720	Utilities - Electric	18.92	0.00	18.92	<b>\$84,986.79</b>
			06040860490720	Utilities - Electric	23.82	0.00	23.82	
			06072000410720	Utilities - Electric	18.31	0.00	18.31	
			06075132700720	Utilities - Electric	14.51	0.00	14.51	
			06075133000720	Utilities - Electric	15.54	0.00	15.54	
			06075135280720	Utilities - Electric	33.35	0.00	33.35	
			06075135640720	Utilities - Electric	7.45	0.00	7.45	
			06075139670720	Utilities - Electric	0.46	0.00	0.46	
			06081240040720	Utilities - Electric	39.01	0.00	39.01	
			12847684120720	Utilities - Electric	8.14	0.00	8.14	
			14823837850720	Utilities - Electric	44.72	0.00	44.72	
			18068041900720	Utilities - Electric	79.82	0.00	79.82	
			19867842520720	Utilities - Electric	38.94	0.00	38.94	
			22868920920720	Utilities - Electric	26.33	0.00	26.33	
			24528699500720	Utilities - Electric	9.96	0.00	9.96	

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			25900730020720	Utilities - Electric	82.01	0.00	82.01	
			32725925630720	Utilities - Electric	2,238.28	0.00	2,238.28	
			32725927360720	Utilities - Gas	472.13	0.00	472.13	
			32725927630720	Utilities - Electric	1,114.28	0.00	1,114.28	
			35922924580720	Utilities - Electric	22.70	0.00	22.70	
			38257235830720	Utilities - Electric	69.48	0.00	69.48	
			39509111000720	Utilities - Electric	45.75	0.00	45.75	
			43357992720720	Utilities - Electric	11.76	0.00	11.76	
			45039216730720	Utilities - Electric	11.66	0.00	11.66	
			48131400740720	Utilities - Electric	14.29	0.00	14.29	
			56825387840720	Utilities - Electric	0.52	0.00	0.52	
			56891435920720	Utilities - Electric	0.82	0.00	0.82	
			56892570110720	Utilities - Electric	0.91	0.00	0.91	
			56892570120720	Utilities - Electric	13.79	0.00	13.79	
			56892570160720	Utilities - Electric	0.86	0.00	0.86	
			56892570470720	Utilities - Electric	11.67	0.00	11.67	
			56892570610720	Utilities - Electric	11.62	0.00	11.62	
			56892570850720	Utilities - Electric	10.98	0.00	10.98	
			56892571070720	Utilities - Electric	0.13	0.00	0.13	
			56892571110720	Utilities - Electric	32.38	0.00	32.38	
			56892571230720	Utilities - Electric	0.88	0.00	0.88	
			56892571500720	Utilities - Electric	10.43	0.00	10.43	
			56892571930720	Utilities - Electric	0.84	0.00	0.84	
			56892572230720	Utilities - Electric	9.86	0.00	9.86	
			56892572310720	Utilities - Electric	1.03	0.00	1.03	
			56892572410720	Utilities - Electric	0.82	0.00	0.82	
			56892572990720	Utilities - Electric	0.86	0.00	0.86	
			56892573010720	Utilities - Electric	0.82	0.00	0.82	
			56892573210720	Utilities - Electric	11.67	0.00	11.67	
			56892573280720	Utilities - Electric	9.86	0.00	9.86	
			56892573340720	Utilities - Electric	11.38	0.00	11.38	

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			56892573450720	Utilities - Electric	9.86	0.00	9.86	
			56892573610720	Utilities - Electric	1.85	0.00	1.85	
			56892573790720	Utilities - Electric	0.98	0.00	0.98	
			56892573860720	Utilities - Electric	0.83	0.00	0.83	
			56892574540720	Utilities - Electric	11.70	0.00	11.70	
			56892574610720	Utilities - Electric	11.99	0.00	11.99	
			56892574640720	Utilities - Electric	1.17	0.00	1.17	
			56892574690720	Utilities - Electric	11.81	0.00	11.81	
			56892574720720	Utilities - Electric	11.63	0.00	11.63	
			56892574750720	Utilities - Electric	1.02	0.00	1.02	
			56892574930720	Utilities - Electric	11.50	0.00	11.50	
			56892574970720	Utilities - Electric	0.06	0.00	0.06	
			56892574980720	Utilities - Electric	0.76	0.00	0.76	
			56892575010720	Utilities - Electric	12.78	0.00	12.78	
			56892575240720	Utilities - Electric	9.86	0.00	9.86	
			56892575250720	Utilities - Electric	11.99	0.00	11.99	
			56892575560720	Utilities - Electric	12.07	0.00	12.07	
			56892575840720	Utilities - Electric	13.18	0.00	13.18	
			56892576280720	Utilities - Electric	10.18	0.00	10.18	
			56892576480720	Utilities - Electric	12.38	0.00	12.38	
			56892576590720	Utilities - Electric	11.70	0.00	11.70	
			56892576670720	Utilities - Electric	11.84	0.00	11.84	
			56892576690720	Utilities - Electric	11.90	0.00	11.90	
			56892576720720	Utilities - Electric	0.69	0.00	0.69	
			56892577190720	Utilities - Electric	0.86	0.00	0.86	
			56892577220720	Utilities - Electric	11.34	0.00	11.34	
			56892577390720	Utilities - Electric	12.07	0.00	12.07	
			56892577590720	Utilities - Electric	0.79	0.00	0.79	
			56892578070720	Utilities - Electric	0.99	0.00	0.99	
			56892578180720	Utilities - Electric	9.96	0.00	9.96	
			56892578260720	Utilities - Electric	0.84	0.00	0.84	

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Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
			56892578540720	Utilities - Electric	1.99	0.00	1.99	
			56892578610720	Utilities - Electric	0.88	0.00	0.88	
			56892578660720	Utilities - Electric	0.93	0.00	0.93	
			56892578670720	Utilities - Electric	11.55	0.00	11.55	
			56892578890720	Utilities - Electric	11.72	0.00	11.72	
			56892578980720	Utilities - Electric	11.93	0.00	11.93	
			56892579010720	Utilities - Electric	9.86	0.00	9.86	
			56892579380720	Utilities - Electric	0.74	0.00	0.74	
			56892579430720	Utilities - Electric	1.56	0.00	1.56	
			56892579440720	Utilities - Electric	0.05	0.00	0.05	
			56892579640720	Utilities - Electric	11.74	0.00	11.74	
			56892579760720	Utilities - Electric	0.85	0.00	0.85	
			56892579810720	Utilities - Electric	11.69	0.00	11.69	
			56892579830720	Utilities - Electric	0.78	0.00	0.78	
			56892579860720	Utilities - Electric	0.71	0.00	0.71	
			60209026830720	Utilities - Electric	7.53	0.00	7.53	
			60211953740720	Utilities - Electric	3.18	0.00	3.18	
			60225900040720	Utilities - Electric	23,296.91	0.00	23,296.91	
			60225900080720	Utilities - Electric	5,898.72	0.00	5,898.72	
			60225900140720	Utilities - Electric	38.74	0.00	38.74	
			60225900150720	Utilities - Electric	22.05	0.00	22.05	
			60225900160720	Utilities - Electric	9.16	0.00	9.16	
			60225900170720	Utilities - Electric	10.54	0.00	10.54	
			60225900220720	Utilities - Electric	599.29	0.00	599.29	
			60225900260720	Utilities - Electric	33.82	0.00	33.82	
			60225900450720	Utilities - Electric	203.77	0.00	203.77	
			60225901000720	Utilities - Electric	10.18	0.00	10.18	
			60225901010720	Utilities - Electric	468.01	0.00	468.01	
			60225901310720	Utilities - Electric	14.42	0.00	14.42	
			60225901820720	Utilities - Electric	240.23	0.00	240.23	
			60225901980720	Utilities - Electric	17.53	0.00	17.53	

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			60225902010720	Utilities - Electric	184.81	0.00	184.81	
			60225902290720	Utilities - Electric	30.75	0.00	30.75	
			60225902640720	Utilities - Electric	41.33	0.00	41.33	
			60225902660720	Utilities - Electric	520.61	0.00	520.61	
			60225902810720	Utilities - Electric	287.86	0.00	287.86	
			60225902900720	Utilities - Electric	104.62	0.00	104.62	
			60225902950720	Utilities - Electric	24.75	0.00	24.75	
			60225903300720	Utilities - Electric	78.77	0.00	78.77	
			60225903370720	Utilities - Electric	2.33	0.00	2.33	
			60225903550720	Utilities - Electric	130.92	0.00	130.92	
			60225904170720	Utilities - Electric	2.83	0.00	2.83	
			60225904270720	Utilities - Electric	3.29	0.00	3.29	
			60225904460720	Utilities - Electric	2.13	0.00	2.13	
			60225904500720	Utilities - Electric	0.07	0.00	0.07	
			60225904580720	Utilities - Electric	54.90	0.00	54.90	
			60225905100720	Utilities - Electric	3.69	0.00	3.69	
			60225905410720	Utilities - Electric	31.71	0.00	31.71	
			60225905570720	Utilities - Electric	68.02	0.00	68.02	
			60225905580720	Utilities - Electric	9.14	0.00	9.14	
			60225905590720	Utilities - Electric	9.14	0.00	9.14	
			60225905600720	Utilities - Electric	2,376.68	0.00	2,376.68	
			60225906090720	Utilities - Electric	7,227.71	0.00	7,227.71	
			60225906210720	Utilities - Electric	3.69	0.00	3.69	
			60225906400720	Utilities - Electric	4.63	0.00	4.63	
			60225906510720	Utilities - Electric	1,225.71	0.00	1,225.71	
			60225906590720	Utilities - Electric	558.44	0.00	558.44	
			60225906600720	Utilities - Electric	34.80	0.00	34.80	
			60225906650720	Utilities - Electric	65.61	0.00	65.61	
			60225906780720	Utilities - Electric	1,821.26	0.00	1,821.26	
			60225906940720	Utilities - Electric	3,177.89	0.00	3,177.89	
			60225906980720	Utilities - Electric	317.81	0.00	317.81	

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			60225907190720	Utilities - Electric	708.46	0.00	708.46	
			60225907630720	Utilities - Electric	2.85	0.00	2.85	
			60225907690720	Utilities - Electric	185.71	0.00	185.71	
			60225907730720	Utilities - Electric	29.77	0.00	29.77	
			60225907760720	Utilities - Electric	12.34	0.00	12.34	
			60225908160720	Utilities - Electric	824.48	0.00	824.48	
			60225908170720	Utilities - Electric	29.66	0.00	29.66	
			60225908580720	Utilities - Electric	34.60	0.00	34.60	
			60225908610720	Utilities - Electric	34.54	0.00	34.54	
			60225908940720	Utilities - Electric	42.16	0.00	42.16	
			60225909050720	Utilities - Electric	11.25	0.00	11.25	
			60225909410720	Utilities - Electric	68.82	0.00	68.82	
			60225909830720	Utilities - Electric	21.91	0.00	21.91	
			60243005770720	Utilities - Electric	1.37	0.00	1.37	
			60255379990720	Utilities - Electric	4,374.36	0.00	4,374.36	
			60279502630720	Utilities - Electric	1,878.58	0.00	1,878.58	
			63004478110720	Utilities - Electric	53.76	0.00	53.76	
			65170651530720	Utilities - Electric	1,130.06	0.00	1,130.06	
			66172622090720	Utilities - Electric	27.85	0.00	27.85	
			72891152060720	Utilities - Electric	9.72	0.00	9.72	
			81004444430720	Utilities - Electric	5.56	0.00	5.56	
			81008620210720	Utilities - Electric	0.79	0.00	0.79	
			81008621120720	Utilities - Electric	1.55	0.00	1.55	
			81008622290720	Utilities - Electric	7.06	0.00	7.06	
			81008622550720	Utilities - Electric	10.74	0.00	10.74	
			81008623480720	Utilities - Electric	10.06	0.00	10.06	
			81008623720720	Utilities - Electric	0.68	0.00	0.68	
			81008624270720	Utilities - Electric	112.32	0.00	112.32	
			81008624310720	Utilities - Electric	9.87	0.00	9.87	
			81008624650720	Utilities - Electric	10.06	0.00	10.06	
			81008624800720	Utilities - Electric	11.57	0.00	11.57	



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			81008625370720	Utilities - Electric	37.05	0.00	37.05	
			81008626650720	Utilities - Electric	10.66	0.00	10.66	
			81008628100720	Utilities - Electric	0.68	0.00	0.68	
			81008628260720	Utilities - Electric	2.06	0.00	2.06	
			81008628350720	Utilities - Electric	0.68	0.00	0.68	
			81008629370720	Utilities - Electric	2.06	0.00	2.06	
			81008629450720	Utilities - Electric	2.10	0.00	2.10	
			81009280180720	Utilities - Electric	598.13	0.00	598.13	
			81011846090720	Utilities - Electric	11.52	0.00	11.52	
			81015536310720	Utilities - Electric	1,318.36	0.00	1,318.36	
			81020785620720	Utilities - Electric	6.31	0.00	6.31	
			81024370710720	Utilities - Electric	58.18	0.00	58.18	
			81029727040720	Utilities - Electric	5.56	0.00	5.56	
			81033823480720	Utilities - Electric	30.92	0.00	30.92	
			81035854770720	Utilities - Electric	17.14	0.00	17.14	
			81049144670720	Utilities - Electric	9.40	0.00	9.40	
			81052655700720	Utilities - Electric	11.33	0.00	11.33	
			81063868990720	Utilities - Electric	12,867.41	0.00	12,867.41	
			81073831150720	Utilities - Electric	19.32	0.00	19.32	
			81074135340720	Utilities - Electric	67.60	0.00	67.60	
			81080547220720	Utilities - Electric	11.75	0.00	11.75	
			81081601140720	Utilities - Electric	14.11	0.00	14.11	
			81703231610720	Utilities - Electric	14.41	0.00	14.41	
			91475900360720	Utilities - Electric	18.76	0.00	18.76	
			91475900450720	Utilities - Gas	21.38	0.00	21.38	
			91475901220720	Utilities - Electric	33.43	0.00	33.43	
			91475903190720	Utilities - Electric	96.84	0.00	96.84	
			91475903550720	Utilities - Electric	302.89	0.00	302.89	
			91475904100720	Utilities - Electric	583.36	0.00	583.36	
			91475904310720	Utilities - Electric	64.27	0.00	64.27	
			91475904900720	Utilities - Electric	53.53	0.00	53.53	

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			91475906250720	Utilities - Electric	293.94	0.00	293.94	
			91475906620720	Utilities - Electric	335.92	0.00	335.92	
			91475907050720	Utilities - Electric	142.77	0.00	142.77	
			91475907470720	Utilities - Electric	554.56	0.00	554.56	
			91475907600720	Utilities - Electric	475.37	0.00	475.37	
			91475907800720	Utilities - Electric	312.42	0.00	312.42	
			91475908690720	Utilities - Electric	624.51	0.00	624.51	
			91475909640720	Utilities - Electric	827.01	0.00	827.01	
			91475909790720	Utilities - Electric	975.88	0.00	975.88	
			94639783770720	Utilities - Electric	39.88	0.00	39.88	
			96226800430720	Utilities - Electric	72.99	0.00	72.99	
			96226804090720	Utilities - Electric	174.44	0.00	174.44	
			97331850980720	Utilities - Electric	12.10	0.00	12.10	
xxx327336	8/25/20	ROBERT VAN HEUSEN	SEPTEMBER 2020	Insurances - Retiree Medical - Retiree Reimbursement	765.89	0.00	765.89	<b>\$765.89</b>
xxx327337	8/25/20	STAPLES INC	3452425074	Supplies, Office	31.00	0.00	31.00	<b>\$52.78</b>
			3452425077	Supplies, Office	21.78	0.00	21.78	
xxx327338	8/25/20	BLANCA ORDAZ-MARTINEZ	479020	Refund Recreation Fees	100.00	0.00	100.00	<b>\$100.00</b>
xxx327339	8/25/20	DEVCON CONSTRUCTION	197811-49656	Refund Utility Account Credit	30.94	0.00	30.94	<b>\$30.94</b>
xxx327340	8/25/20	FEDERAL AVIATION ADMINISTRATION	787-596	Refund Utility Account Credit	1,027.42	0.00	1,027.42	<b>\$1,027.42</b>
xxx327341	8/25/20	GLADYS AHADOME	191981-37386	Refund Utility Account Credit	105.73	0.00	105.73	<b>\$105.73</b>
xxx327342	8/25/20	KAREN UYEMATSU	132339-56370	Refund Utility Account Credit	445.93	0.00	445.93	<b>\$445.93</b>
xxx327343	8/25/20	KUNAL TALWAR	179195-73846	Refund Utility Account Credit	186.69	0.00	186.69	<b>\$186.69</b>
xxx327344	8/25/20	PRO EDGE PROPERTY MANAGEMENT	200575-10830	Refund Utility Account Credit	203.87	0.00	203.87	<b>\$203.87</b>
xxx327345	8/25/20	WEBMAIL INC	BL074843 20-21	Business License Tax	39.95	0.00	39.95	<b>\$39.95</b>
xxx327346	8/27/20	3T EQUIPMENT CO INC	69314	Materials - Land Improve	959.10	0.00	959.10	<b>\$2,547.93</b>
			69325	Miscellaneous Equipment	1,588.83	0.00	1,588.83	
xxx327347	8/27/20	AT&T	207243	Permit Fees	4,343.12	0.00	4,343.12	<b>\$4,343.12</b>
xxx327348	8/27/20	ACUSHNET CO	909346645	Inventory Purchase	634.19	12.48	621.71	<b>\$621.71</b>
xxx327349	8/27/20	ADRIANA MORIEKO	IN-866415	DED Services/Training - Books	499.00	0.00	499.00	<b>\$499.00</b>
xxx327350	8/27/20	ASHIA LANCE	259777	DED Services/Training - Books	120.00	0.00	120.00	<b>\$120.00</b>

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xxx327351	8/27/20	BAY AREA AIR QUALITY MANAGEMENT DISTRICT	T117299	Membership Fees	400.00	0.00	400.00	\$400.00
xxx327352	8/27/20	BOUND TREE MEDICAL LLC	83733130	Inventory Purchase	833.85	0.00	833.85	\$833.85
xxx327353	8/27/20	C OVERAA & CO	PRMRYTRTMT 2#36	Construction Services	2,506,353.03	0.00	2,506,353.03	\$2,506,353.03
xxx327354	8/27/20	CALLAWAY GOLF CO	931832670	Inventory Purchase	166.94	0.00	166.94	\$166.94
xxx327355	8/27/20	CENTURY GRAPHICS	53905	Inventory Purchase	640.27	0.00	640.27	\$640.27
xxx327356	8/27/20	DIESEL DIRECT WEST INC	83697356	Inventory Purchase	17,805.35	0.00	17,805.35	\$17,805.35
xxx327357	8/27/20	GAMBURD INC	AAA113237	Miscellaneous Services	6,500.00	0.00	6,500.00	\$6,500.00
xxx327358	8/27/20	GOODYEAR COMMERCIAL TIRE & SERVICE CTR	189-11030585RE	Auto Maint & Repair - Labor	-51.90	0.00	-51.90	\$1,332.80
			189-11030585RE	Auto Maint & Repair - Materials	-265.67	0.00	-265.67	
			189-1103921	Inventory Purchase	406.16	0.00	406.16	
			189-1103935	Parts, Vehicles & Motor Equip	294.16	0.00	294.16	
			189-1104205	Inventory Purchase	408.69	0.00	408.69	
			189-1104244	Inventory Purchase	541.36	0.00	541.36	
xxx327359	8/27/20	H & R PLUMBING AND DRAIN CLEANING INC	2216	Construction Services	29,050.00	0.00	29,050.00	\$29,050.00
xxx327360	8/27/20	H T HARVEY & ASSOC	54727	Miscellaneous Services	1,472.85	0.00	1,472.85	\$4,645.45
			55028	Miscellaneous Services	3,172.60	0.00	3,172.60	
xxx327361	8/27/20	HDR ENGINEERING INC	1200274190	Engineering Services	3,085.90	0.00	3,085.90	\$4,786.40
			1200280660	Engineering Services	1,700.50	0.00	1,700.50	
xxx327362	8/27/20	HACH CO INC	12028033	Chemicals	408.99	0.00	408.99	\$1,405.08
			12033494	Chemicals	691.68	0.00	691.68	
			12047889	Chemicals	132.90	0.00	132.90	
			12055323	Chemicals	171.51	0.00	171.51	
xxx327363	8/27/20	HAGENSEN PACIFIC CONSTRUCTION INC	WSHNGTNPOO L#07	Construction Services	525,826.90	0.00	525,826.90	\$525,826.90
xxx327364	8/27/20	HI-TECH OPTICAL INC	840985	Benefits and Incentives - Prescription Safety Glasses	50.00	0.00	50.00	\$50.00
xxx327365	8/27/20	HYBRID COMMERCIAL PRINTING INC	27110	Printing & Related Services	172.22	0.00	172.22	\$4,067.88
			27131	Printing & Related Services	789.16	0.00	789.16	
			27142	Printing & Related Services	1,499.84	0.00	1,499.84	

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			27143	Printing & Related Services	136.25	0.00	136.25	
			27144	Printing & Related Services	380.41	0.00	380.41	
			27148	Printing & Related Services	136.25	0.00	136.25	
			27149	Printing & Related Services	516.66	0.00	516.66	
			27150	Printing & Related Services	437.09	0.00	437.09	
xxx327366	8/27/20	ICAND PROMOTIONS	8787	Clothing, Uniforms & Access	478.77	0.00	478.77	<b>\$478.77</b>
xxx327367	8/27/20	ICMA MEMBERSHIP RENEWALS	551298 20/21	Membership Fees	1,400.00	0.00	1,400.00	<b>\$1,400.00</b>
xxx327368	8/27/20	ICONIX WATERWORKS	U2016035818	Materials - Land Improve	211.99	0.00	211.99	<b>\$211.99</b>
xxx327369	8/27/20	IMPERIAL MAINTENANCE SERVICES INC	27	Professional Services	61,947.00	0.00	61,947.00	<b>\$61,947.00</b>
xxx327370	8/27/20	INFOSEND INC	170153	Printing & Related Services	1,345.18	0.00	1,345.18	<b>\$3,489.44</b>
			175199	Mailing & Delivery Services	763.62	0.00	763.62	
			175200	Postage	1,380.64	0.00	1,380.64	
xxx327371	8/27/20	INTERNATIONAL CODE COUNCIL INC	1001220206	Books & Publications	82.84	0.00	82.84	<b>\$82.84</b>
xxx327372	8/27/20	INTERSTATE SALES	5739	Materials - Land Improve	565.59	0.00	565.59	<b>\$565.59</b>
xxx327373	8/27/20	INTEX AUTO PARTS	2-00712-14	Parts, Vehicles & Motor Equip	167.83	0.00	167.83	<b>\$1,550.30</b>
			2-00770-7	Parts, Vehicles & Motor Equip	42.22	0.00	42.22	
			2-00816-5	Parts, Vehicles & Motor Equip	10.90	0.00	10.90	
			2-01276-13	Parts, Vehicles & Motor Equip	24.01	0.00	24.01	
			2-01620-2	Parts, Vehicles & Motor Equip	73.03	0.00	73.03	
			2-01887-13	Parts, Vehicles & Motor Equip	30.52	0.00	30.52	
			2-03035-6	Parts, Vehicles & Motor Equip	16.32	0.00	16.32	
			2-03128-11	Parts, Vehicles & Motor Equip	25.42	0.00	25.42	
			2-03701-7	Parts, Vehicles & Motor Equip	18.17	0.00	18.17	
			2-03957-13	Parts, Vehicles & Motor Equip	76.49	0.00	76.49	
			2-04035-16	Parts, Vehicles & Motor Equip	219.54	0.00	219.54	
			2-04051-15	Parts, Vehicles & Motor Equip	16.35	0.00	16.35	
			2-04158-5	Parts, Vehicles & Motor Equip	127.51	0.00	127.51	
			2-04542-16	Parts, Vehicles & Motor Equip	44.91	0.00	44.91	
			2-05826-6	Parts, Vehicles & Motor Equip	28.34	0.00	28.34	
			2-97581-13	Parts, Vehicles & Motor Equip	18.17	0.00	18.17	
			2-98091-5	Parts, Vehicles & Motor Equip	37.17	0.00	37.17	

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			2-98431-3	Parts, Vehicles & Motor Equip	31.49	0.00	31.49	
			2-98953-14	Parts, Vehicles & Motor Equip	11.76	0.00	11.76	
			2-99253-13	Parts, Vehicles & Motor Equip	117.06	0.00	117.06	
			2-99254-13	Parts, Vehicles & Motor Equip	100.00	0.00	100.00	
			2-99339-12	Parts, Vehicles & Motor Equip	134.07	0.00	134.07	
			2-99411-14	Parts, Vehicles & Motor Equip	62.97	0.00	62.97	
			2-99465-7	Parts, Vehicles & Motor Equip	53.08	0.00	53.08	
			2-99556-13	Parts, Vehicles & Motor Equip	62.97	0.00	62.97	
xxx327375	8/27/20	ISABELLE CHOU	4745033	DED Services/Training - Books	49.04	0.00	49.04	<b>\$49.04</b>
xxx327376	8/27/20	JOINT VENTURE SILICON VALLEY	492EDASUNYV L	Membership Fees	6,000.00	0.00	6,000.00	<b>\$6,000.00</b>
xxx327377	8/27/20	LAWSON PRODUCTS INC	9307528970	Miscellaneous Equipment Parts & Supplies	406.20	0.00	406.20	<b>\$665.78</b>
			9307528971	Miscellaneous Equipment Parts & Supplies	259.58	0.00	259.58	
xxx327378	8/27/20	LIEBERT CASSIDY WHITMORE	1504419	Legal Services	108.00	0.00	108.00	<b>\$288.00</b>
			1504421	Legal Services	180.00	0.00	180.00	
xxx327379	8/27/20	LIEBERT CASSIDY WHITMORE	1504420	Legal Services	54.00	0.00	54.00	<b>\$54.00</b>
xxx327380	8/27/20	MSI FUEL MANAGEMENT INC	5000	Parts, Vehicles & Motor Equip	1,235.00	0.00	1,235.00	<b>\$1,235.00</b>
xxx327381	8/27/20	MACIAS GINI AND OCONNELL LLP	273732	Financial Services	8,345.00	0.00	8,345.00	<b>\$33,345.00</b>
			277227	Financial Services	25,000.00	0.00	25,000.00	
xxx327382	8/27/20	MANTEK SOLUTIONS INC	9541	Professional Services	4,800.00	0.00	4,800.00	<b>\$14,400.00</b>
			9549	Professional Services	4,800.00	0.00	4,800.00	
			9602	Professional Services	4,800.00	0.00	4,800.00	
xxx327383	8/27/20	METAL WERX	0003288	Materials - Land Improve	215.60	0.00	215.60	<b>\$215.60</b>
xxx327384	8/27/20	MIDWEST TAPE	99103635	Library Acquis, Audio/Visual	424.70	0.00	424.70	<b>\$539.58</b>
			99119160	Library Acquis, Audio/Visual	41.64	0.00	41.64	
			99141407	Library Acquis, Audio/Visual	46.28	0.00	46.28	
			99174320	Library Acquis, Audio/Visual	16.34	0.00	16.34	
			99231172	Library Acquis, Audio/Visual	10.62	0.00	10.62	
xxx327385	8/27/20	MISSION LINEN SERVICE	512793550	Miscellaneous Services	59.18	0.00	59.18	<b>\$1,560.72</b>
			512793595	Miscellaneous Services	57.39	0.00	57.39	
			512804081	Miscellaneous Services	64.96	0.00	64.96	

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			512804082	Miscellaneous Services	80.54	0.00	80.54	
			512804083	Miscellaneous Services	80.54	0.00	80.54	
			512804084	Miscellaneous Services	47.57	0.00	47.57	
			512847968	Miscellaneous Services	59.18	0.00	59.18	
			512848016	Miscellaneous Services	57.39	0.00	57.39	
			512861315	Miscellaneous Services	64.96	0.00	64.96	
			512861316	Miscellaneous Services	80.54	0.00	80.54	
			512861317	Miscellaneous Services	80.54	0.00	80.54	
			512861318	Miscellaneous Services	47.57	0.00	47.57	
			512893026	Miscellaneous Services	59.18	0.00	59.18	
			512893076	Miscellaneous Services	57.39	0.00	57.39	
			512901298	Miscellaneous Services	64.96	0.00	64.96	
			512901299	Miscellaneous Services	80.54	0.00	80.54	
			512901300	Miscellaneous Services	80.54	0.00	80.54	
			512901301	Miscellaneous Services	47.57	0.00	47.57	
			512938103	Miscellaneous Services	59.18	0.00	59.18	
			512938151	Miscellaneous Services	57.39	0.00	57.39	
			512947840	Miscellaneous Services	64.96	0.00	64.96	
			512947842	Miscellaneous Services	80.54	0.00	80.54	
			512947843	Miscellaneous Services	47.57	0.00	47.57	
			51947841	Miscellaneous Services	80.54	0.00	80.54	
xxx327387	8/27/20	MISSION VALLEY FORD TRUCK SALES INC	748107	Parts, Vehicles & Motor Equip	170.41	0.00	170.41	<b>\$132.17</b>
			CM743598	Parts, Vehicles & Motor Equip	-38.24	0.00	-38.24	
xxx327388	8/27/20	MUNICIPAL MAINTENANCE EQUIPMENT INC	0151061-IN	Miscellaneous Equipment	304.11	0.00	304.11	<b>\$2,479.02</b>
			0151165-IN	Parts, Vehicles & Motor Equip	1,535.58	0.00	1,535.58	
			0151180-IN	Miscellaneous Equipment	639.33	0.00	639.33	
xxx327389	8/27/20	NAPA AUTO PARTS	5983-55319	Parts, Vehicles & Motor Equip	-17.97	0.00	-17.97	<b>\$2,135.58</b>
			5983-553319	Parts, Vehicles & Motor Equip	-14.97	0.00	-14.97	
			5983-562200	Parts, Vehicles & Motor Equip	-19.35	0.00	-19.35	
			5983-564146	Parts, Vehicles & Motor Equip	82.82	0.00	82.82	
			5983-564204	Parts, Vehicles & Motor Equip	-44.22	0.00	-44.22	

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			5983-568898	Parts, Vehicles & Motor Equip	206.62	0.00	206.62	
			5983-572664	Parts, Vehicles & Motor Equip	21.35	0.00	21.35	
			5983-574159	Parts, Vehicles & Motor Equip	312.75	0.00	312.75	
			5983-574167	Parts, Vehicles & Motor Equip	257.87	0.00	257.87	
			5983-574168	Parts, Vehicles & Motor Equip	257.87	0.00	257.87	
			5983-574513	Parts, Vehicles & Motor Equip	257.87	0.00	257.87	
			5983-574517	Parts, Vehicles & Motor Equip	16.69	0.00	16.69	
			5983-574729	Parts, Vehicles & Motor Equip	38.19	0.00	38.19	
			5983-575059	Parts, Vehicles & Motor Equip	18.51	0.00	18.51	
			5983-575213	Parts, Vehicles & Motor Equip	21.91	0.00	21.91	
			5983-575280	Parts, Vehicles & Motor Equip	80.93	0.00	80.93	
			5983-575446	Parts, Vehicles & Motor Equip	69.60	0.00	69.60	
			5983-575457	Parts, Vehicles & Motor Equip	18.57	0.00	18.57	
			5983-575583	Parts, Vehicles & Motor Equip	334.43	0.00	334.43	
			5983-576707	Parts, Vehicles & Motor Equip	21.52	0.00	21.52	
			5983-577003	Parts, Vehicles & Motor Equip	35.89	0.00	35.89	
			5983-577424	Parts, Vehicles & Motor Equip	21.91	0.00	21.91	
			5983-577633	Parts, Vehicles & Motor Equip	15.37	0.00	15.37	
			5983-577980	Parts, Vehicles & Motor Equip	69.74	0.00	69.74	
			5983-579992	Parts, Vehicles & Motor Equip	71.68	0.00	71.68	
xxx327392	8/27/20	NATIONAL GOLF FOUNDATION CONSULTING, INC	128342	Consultants	2,521.88	0.00	2,521.88	<b>\$2,521.88</b>
xxx327393	8/27/20	P&A ADMINSTRATIVE SERVICES INC	561547	Miscellaneous Payment	5,166.36	0.00	5,166.36	<b>\$8,725.70</b>
			561553	Miscellaneous Payment	197.05	0.00	197.05	
			562693	Miscellaneous Payment	3,101.29	0.00	3,101.29	
			562699	Miscellaneous Payment	261.00	0.00	261.00	
xxx327394	8/27/20	P&R PAPER SUPPLY CO INC	30308125-02	Inventory Purchase	381.81	0.00	381.81	<b>\$381.81</b>
xxx327395	8/27/20	PETERSON	SW240168323	Misc Equip Maint & Repair - Labor	1,792.00	0.00	1,792.00	<b>\$3,156.80</b>
			SW240168323	Misc Equip Maint & Repair - Materials	1,364.80	0.00	1,364.80	
xxx327396	8/27/20	PINE CONE LUMBER CO INC	62139	Materials - Land Improve	534.61	0.00	534.61	<b>\$554.49</b>
			62500	Electrical Parts & Supplies	19.88	0.00	19.88	
xxx327397	8/27/20	R & B CO						<b>\$18,499.69</b>

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			S1949557.002	Construction Services	-37.06	0.00	-37.06	
			S1951192.001	Construction Services	202.74	0.00	202.74	
			S1957581.001	Construction Services	3,765.19	0.00	3,765.19	
			S1959236.001	Materials - Land Improve	5,108.79	0.00	5,108.79	
			S1959236.002	Materials - Land Improve	379.48	0.00	379.48	
			S1961386.001	Construction Services	4,669.56	0.00	4,669.56	
			S1962472.001	Inventory Purchase	4,039.54	0.00	4,039.54	
			S1962924.001	Hand Tools	371.45	0.00	371.45	
xxx327398	8/27/20	R E BORRMANN'S STEEL CO	23046	Misc Equip Maint & Repair - Materials	339.39	0.00	339.39	<b>\$751.97</b>
			23161	Miscellaneous Equipment Parts & Supplies	412.58	0.00	412.58	
xxx327399	8/27/20	REED & GRAHAM INC	975615	Materials - Land Improve	590.62	0.00	590.62	<b>\$20,889.35</b>
			978635	Materials - Land Improve	10,102.62	0.00	10,102.62	
			978769	Materials - Land Improve	5,580.27	0.00	5,580.27	
			978905	Materials - Land Improve	4,615.84	0.00	4,615.84	
xxx327400	8/27/20	SCS ENGINEERS	0383508	Engineering Services	94.00	0.00	94.00	<b>\$5,594.00</b>
			0383509	Engineering Services	5,500.00	0.00	5,500.00	
xxx327401	8/27/20	SV APPRENTICESHIP BARBERING/COSMETOLOGY	5307	DED Services/Training - Training	600.00	0.00	600.00	<b>\$600.00</b>
xxx327402	8/27/20	SANTA CLARA VLY TRANSPORTATION AUTHORITY	0000020592	DED Services/Training - Transportation	140.00	0.00	140.00	<b>\$140.00</b>
xxx327403	8/27/20	SECURITY CONTRACTOR SERVICES INC	668157A-IN	Materials - Land Improve	950.35	0.00	950.35	<b>\$950.35</b>
xxx327404	8/27/20	SERGEY ODINTSOV	CK REQ 21-012	DED Services/Training - Books	10.95	0.00	10.95	<b>\$10.95</b>
xxx327405	8/27/20	SHAPE INC	127385	Misc Equip Maint & Repair - Labor	1,852.00	0.00	1,852.00	<b>\$1,852.00</b>
xxx327406	8/27/20	SHUMS CODA ASSOC	5644	Consultants	17,767.50	0.00	17,767.50	<b>\$17,767.50</b>
xxx327407	8/27/20	SIERRA PACIFIC TURF SUPPLY INC	0580144-IN	Materials - Land Improve	2,075.24	0.00	2,075.24	<b>\$2,075.24</b>
xxx327408	8/27/20	SMART & FINAL INC	012821-081320	General Supplies	31.13	0.00	31.13	<b>\$31.13</b>
xxx327409	8/27/20	SPARTAN TOOL LLC	647013	Miscellaneous Equipment	419.51	0.00	419.51	<b>\$419.51</b>
xxx327410	8/27/20	SUNNYVALE FORD	172895	Inventory Purchase	530.79	0.00	530.79	<b>\$530.79</b>
xxx327411	8/27/20	SUPER SOCCER STARS	SSS2020JM	Rec Instructors/Officials	600.00	0.00	600.00	<b>\$600.00</b>
xxx327412	8/27/20	TRISTAR RISK MANAGEMENT	110708	Workers' Compensation - Claims	50,000.00	0.00	50,000.00	<b>\$50,000.00</b>
xxx327413	8/27/20	TURF & INDUSTRIAL EQUIPMENT CO	IV33949	Inventory Purchase	19.08	0.00	19.08	<b>\$19.08</b>
xxx327414	8/27/20	UNITED RENTALS	165469049-020	Equipment Rental/Lease	1,673.26	0.00	1,673.26	<b>\$13,801.77</b>



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			165469049-021	Equipment Rental/Lease	1,673.26	0.00	1,673.26	
			172295268-013	Materials - Land Improve	3,367.64	0.00	3,367.64	
			172295268-014	Materials - Land Improve	3,367.64	0.00	3,367.64	
			184639900-001	Equipment Rental/Lease	1,991.23	0.00	1,991.23	
			184906204-001	Miscellaneous Equipment Parts & Supplies	1,728.74	0.00	1,728.74	
xxx327415	8/27/20	UNIVERSITY OF CALIFORNIA SANTA CRUZ	58343	DED Services/Training - Training	573.00	0.00	573.00	<b>\$573.00</b>
xxx327416	8/27/20	WATERSAVERS IRRIGATION INC	2310918-00	Materials - Land Improve	6,510.01	0.00	6,510.01	<b>\$5,932.87</b>
			2326042-00	Materials - Land Improve	-577.14	0.00	-577.14	
xxx327417	8/27/20	WEST VALLEY STAFFING GROUP	272326BAL REV	Professional Services	-440.34	0.00	-440.34	<b>\$19,868.26</b>
			272736BAL	Professional Services	440.34	0.00	440.34	
			278453	Professional Services	3,355.13	0.00	3,355.13	
			278774	Professional Services	3,355.13	0.00	3,355.13	
			279102	Professional Services	3,289.50	0.00	3,289.50	
			279442	Professional Services	3,289.50	0.00	3,289.50	
			279778	Professional Services	3,289.50	0.00	3,289.50	
			280127	Professional Services	3,289.50	0.00	3,289.50	
xxx327418	8/27/20	WILSEY HAM	23508	Consultants	1,424.00	0.00	1,424.00	<b>\$1,424.00</b>
xxx327419	8/27/20	WINSUPPLY OF SILICON VALLEY	017671 00	Misc Equip Maint & Repair	18.15	0.00	18.15	<b>\$18.15</b>
xxx327420	8/27/20	YAMAHA MOTOR FINANCE CORP USA	714681	Equipment Rental/Lease	5,933.20	0.00	5,933.20	<b>\$5,933.20</b>
xxx327421	8/27/20	EL CAMINO HOSPITAL	100084556300-I	Workers' Compensation - Claims	1,267.33	0.00	1,267.33	<b>\$16,183.77</b>
			100084556600-I	Workers' Compensation - Claims	1,267.33	0.00	1,267.33	
			100084556700-I	Workers' Compensation - Claims	1,267.33	0.00	1,267.33	
			100084556800-I	Workers' Compensation - Claims	1,267.33	0.00	1,267.33	
			100084557000-I	Workers' Compensation - Claims	1,267.33	0.00	1,267.33	
			100084557100-I	Workers' Compensation - Claims	1,267.33	0.00	1,267.33	
			100084557600-I	Workers' Compensation - Claims	1,267.33	0.00	1,267.33	
			100084558200-I	Workers' Compensation - Claims	1,267.33	0.00	1,267.33	
			100084558300-I	Workers' Compensation - Claims	1,267.33	0.00	1,267.33	
			100084559000-I	Workers' Compensation - Claims	1,267.33	0.00	1,267.33	
			100084561400-I	Workers' Compensation - Claims	1,121.57	0.00	1,121.57	

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			100084578900-I	Workers' Compensation - Claims	1,121.57	0.00	1,121.57	
			100085443200-I	Workers' Compensation - Claims	1,267.33	0.00	1,267.33	
xxx327422	8/27/20	MCNABB CONSTRUCTION INC	WPCP-20	Services Maintain Land Improv	18,445.00	0.00	18,445.00	<b>\$18,445.00</b>
xxx327423	8/27/20	PACIFIC GAS & ELECTRIC CO	11008300870720	Utilities - Electric	332.51	0.00	332.51	<b>\$153,425.37</b>
			11015884250720	Utilities - Electric	337.70	0.00	337.70	
			11023824480720	Utilities - Electric	732.87	0.00	732.87	
			11059220090720	Utilities - Electric	4,233.85	0.00	4,233.85	
			11059220250720	Utilities - Gas	1,028.97	0.00	1,028.97	
			11059220400720	Utilities - Gas	352.61	0.00	352.61	
			11059220450720	Utilities - Gas	563.06	0.00	563.06	
			11059220500720	Utilities - Gas	16.15	0.00	16.15	
			11059220550720	Utilities - Electric	583.61	0.00	583.61	
			11059220600720	Utilities - Gas	1,783.12	0.00	1,783.12	
			11059220640720	Utilities - Electric	2,176.53	0.00	2,176.53	
			11059220750720	Utilities - Gas	162.81	0.00	162.81	
			11059220900720	Utilities - Gas	56.75	0.00	56.75	
			11059220930720	Utilities - Electric	353.97	0.00	353.97	
			11059221020720	Utilities - Electric	248.17	0.00	248.17	
			11059221050720	Utilities - Gas	47.39	0.00	47.39	
			11059221060720	Utilities - Electric	939.08	0.00	939.08	
			11059221080720	Utilities - Electric	730.30	0.00	730.30	
			11059221150720	Utilities - Gas	61.96	0.00	61.96	
			11059221180720	Utilities - Electric	7,668.09	0.00	7,668.09	
			11059221280720	Utilities - Electric	793.43	0.00	793.43	
			11059221350720	Utilities - Gas	66.21	0.00	66.21	
			11059221400720	Utilities - Gas	203.82	0.00	203.82	
			11059221600720	Utilities - Gas	66.32	0.00	66.32	
			11059221680720	Utilities - Electric	112.59	0.00	112.59	
			11059221700720	Utilities - Gas	49.23	0.00	49.23	
			11059221730720	Utilities - Electric	1,219.01	0.00	1,219.01	
			11059221930720	Utilities - Electric	11,166.82	0.00	11,166.82	

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			11059222190720	Utilities - Electric	0.03	0.00	0.03	
			11059222630720	Utilities - Electric	1,331.77	0.00	1,331.77	
			11059222720720	Utilities - Electric	757.33	0.00	757.33	
			11059224060720	Utilities - Electric	10,570.43	0.00	10,570.43	
			11059224270720	Utilities - Electric	10.59	0.00	10.59	
			11059224730720	Utilities - Electric	315.51	0.00	315.51	
			11059225100720	Utilities - Gas	81.46	0.00	81.46	
			11059225290720	Utilities - Electric	638.62	0.00	638.62	
			11059225550720	Utilities - Electric	3,007.05	0.00	3,007.05	
			11059225650720	Utilities - Gas	688.52	0.00	688.52	
			11059226380720	Utilities - Electric	6,797.83	0.00	6,797.83	
			11059226470720	Utilities - Electric	426.59	0.00	426.59	
			11059226810720	Utilities - Electric	7,909.09	0.00	7,909.09	
			11059227030720	Utilities - Electric	682.65	0.00	682.65	
			11059227060720	Utilities - Electric	3,301.68	0.00	3,301.68	
			11059227230720	Utilities - Electric	5,046.88	0.00	5,046.88	
			11059227650720	Utilities - Electric	296.41	0.00	296.41	
			11059227850720	Utilities - Electric	5,150.88	0.00	5,150.88	
			11059228050720	Utilities - Electric	6,667.23	0.00	6,667.23	
			11059228290720	Utilities - Electric	55.61	0.00	55.61	
			11059228670720	Utilities - Electric	339.07	0.00	339.07	
			11059229250720	Utilities - Electric	5,288.40	0.00	5,288.40	
			11059229470720	Utilities - Electric	6,372.17	0.00	6,372.17	
			11059229910720	Utilities - Electric	9,001.47	0.00	9,001.47	
			11059229930720	Utilities - Electric	68.50	0.00	68.50	
			11059229990720	Utilities - Electric	3,697.34	0.00	3,697.34	
			11077288050720	Utilities - Electric	8,863.88	0.00	8,863.88	
			11079279380720	Utilities - Electric	7,383.62	0.00	7,383.62	
			11093977750720	Utilities - Electric	174.83	0.00	174.83	
			32709321910720	Utilities - Electric	147.87	0.00	147.87	
			32722258430720	Utilities - Electric	655.37	0.00	655.37	

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			32725920040720	Utilities - Electric	32.46	0.00	32.46	
			32725920070720	Utilities - Electric	13.37	0.00	13.37	
			32725920140720	Utilities - Electric	30.78	0.00	30.78	
			32725920350720	Utilities - Gas	8.39	0.00	8.39	
			32725921110720	Utilities - Electric	8.64	0.00	8.64	
			32725921170720	Utilities - Electric	51.78	0.00	51.78	
			32725921260720	Utilities - Electric	9.77	0.00	9.77	
			32725921320720	Utilities - Electric	83.86	0.00	83.86	
			32725921430720	Utilities - Electric	0.88	0.00	0.88	
			32725921480720	Utilities - Electric	124.58	0.00	124.58	
			32725921490720	Utilities - Electric	11.72	0.00	11.72	
			32725921610720	Utilities - Electric	31.84	0.00	31.84	
			32725921710720	Utilities - Electric	101.15	0.00	101.15	
			32725921790720	Utilities - Electric	1.64	0.00	1.64	
			32725921800720	Utilities - Electric	17.59	0.00	17.59	
			32725922050720	Utilities - Electric	28.81	0.00	28.81	
			32725922090720	Utilities - Electric	1,196.57	0.00	1,196.57	
			32725922410720	Utilities - Electric	704.27	0.00	704.27	
			32725922520720	Utilities - Electric	250.81	0.00	250.81	
			32725922580720	Utilities - Electric	79.89	0.00	79.89	
			32725922850720	Utilities - Electric	4.46	0.00	4.46	
			32725923120720	Utilities - Electric	66.54	0.00	66.54	
			32725923350720	Utilities - Electric	110.31	0.00	110.31	
			32725923370720	Utilities - Electric	6.40	0.00	6.40	
			32725923400720	Utilities - Electric	18.69	0.00	18.69	
			32725923710720	Utilities - Electric	12.00	0.00	12.00	
			32725923770720	Utilities - Electric	217.76	0.00	217.76	
			32725923850720	Utilities - Electric	26.03	0.00	26.03	
			32725924030720	Utilities - Electric	112.43	0.00	112.43	
			32725924040720	Utilities - Electric	50.59	0.00	50.59	
			32725924170720	Utilities - Electric	91.17	0.00	91.17	

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Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
			32725924960720	Utilities - Electric	539.56	0.00	539.56	
			32725924970720	Utilities - Electric	11.96	0.00	11.96	
			32725925000720	Utilities - Electric	158.73	0.00	158.73	
			32725925010720	Utilities - Electric	39.96	0.00	39.96	
			32725925200720	Utilities - Electric	452.73	0.00	452.73	
			32725925210720	Utilities - Electric	12.10	0.00	12.10	
			32725925230720	Utilities - Electric	51.07	0.00	51.07	
			32725925370720	Utilities - Electric	169.71	0.00	169.71	
			32725925690720	Utilities - Electric	20.34	0.00	20.34	
			32725925890720	Utilities - Electric	440.96	0.00	440.96	
			32725926210720	Utilities - Electric	140.24	0.00	140.24	
			32725926440720	Utilities - Electric	663.43	0.00	663.43	
			32725926470720	Utilities - Electric	739.82	0.00	739.82	
			32725926830720	Utilities - Electric	288.35	0.00	288.35	
			32725926850720	Utilities - Electric	115.82	0.00	115.82	
			32725926870720	Utilities - Electric	0.87	0.00	0.87	
			32725926940720	Utilities - Electric	328.65	0.00	328.65	
			32725926950720	Utilities - Electric	23.21	0.00	23.21	
			32725927040720	Utilities - Electric	11.76	0.00	11.76	
			32725927250720	Utilities - Electric	156.37	0.00	156.37	
			32725927290720	Utilities - Electric	3.63	0.00	3.63	
			32725927340720	Utilities - Electric	382.02	0.00	382.02	
			32725927380720	Utilities - Electric	88.58	0.00	88.58	
			32725927400720	Utilities - Electric	51.93	0.00	51.93	
			32725927510720	Utilities - Electric	415.43	0.00	415.43	
			32725927680720	Utilities - Electric	0.98	0.00	0.98	
			32725928000720	Utilities - Electric	169.01	0.00	169.01	
			32725928250720	Utilities - Electric	12.05	0.00	12.05	
			32725929100720	Utilities - Electric	0.90	0.00	0.90	
			32725929140720	Utilities - Electric	13.56	0.00	13.56	
			32725929220720	Utilities - Electric	801.32	0.00	801.32	

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			32725929250720	Utilities - Electric	0.86	0.00	0.86	
			32725929280720	Utilities - Electric	33.91	0.00	33.91	
			32725929390720	Utilities - Electric	60.72	0.00	60.72	
			32725929440720	Utilities - Electric	266.33	0.00	266.33	
			32725929750720	Utilities - Electric	43.51	0.00	43.51	
			32730750560720	Utilities - Electric	315.76	0.00	315.76	
			32743967290720	Utilities - Electric	1.17	0.00	1.17	
			32753650070720	Utilities - Electric	304.44	0.00	304.44	
			32754254880720	Utilities - Electric	131.68	0.00	131.68	
			32755005390720	Utilities - Electric	284.25	0.00	284.25	
			32793174330720	Utilities - Electric	12.84	0.00	12.84	
			32799419320720	Utilities - Gas	15.94	0.00	15.94	
			35600081570720	Utilities - Electric	33.00	0.00	33.00	
			35602171200720	Utilities - Electric	27.38	0.00	27.38	
			35604437160720	Utilities - Electric	25.63	0.00	25.63	
			35606224450720	Utilities - Electric	19.40	0.00	19.40	
			35607191900720	Utilities - Electric	35.59	0.00	35.59	
			35608567660720	Utilities - Electric	29.44	0.00	29.44	
			35609299510720	Utilities - Electric	28.31	0.00	28.31	
			35610844500720	Utilities - Electric	94.35	0.00	94.35	
			35611912240720	Utilities - Electric	35.95	0.00	35.95	
			35612262510720	Utilities - Electric	35.36	0.00	35.36	
			35613458020720	Utilities - Electric	19.93	0.00	19.93	
			35615386140720	Utilities - Electric	16.58	0.00	16.58	
			35615568540720	Utilities - Electric	53.83	0.00	53.83	
			35616646260720	Utilities - Electric	25.32	0.00	25.32	
			35617117850720	Utilities - Electric	18.63	0.00	18.63	
			35619832010720	Utilities - Electric	5.62	0.00	5.62	
			35620251620720	Utilities - Electric	15.21	0.00	15.21	
			35621388650720	Utilities - Electric	21.90	0.00	21.90	
			35622378290720	Utilities - Electric	25.32	0.00	25.32	

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			35622803790720	Utilities - Electric	32.93	0.00	32.93	
			35623203290720	Utilities - Electric	28.06	0.00	28.06	
			35623495080720	Utilities - Electric	28.36	0.00	28.36	
			35624668430720	Utilities - Electric	28.67	0.00	28.67	
			35625361150720	Utilities - Electric	17.65	0.00	17.65	
			35625646290720	Utilities - Electric	33.03	0.00	33.03	
			35626040760720	Utilities - Electric	75.34	0.00	75.34	
			35629588410720	Utilities - Electric	24.50	0.00	24.50	
			35630370110720	Utilities - Electric	31.48	0.00	31.48	
			35630869420720	Utilities - Electric	20.91	0.00	20.91	
			35631755360720	Utilities - Electric	25.70	0.00	25.70	
			35632810380720	Utilities - Electric	17.19	0.00	17.19	
			35634101590720	Utilities - Electric	40.61	0.00	40.61	
			35634868160720	Utilities - Electric	14.58	0.00	14.58	
			35635840130720	Utilities - Electric	23.87	0.00	23.87	
			35635878160720	Utilities - Electric	19.62	0.00	19.62	
			35638635000720	Utilities - Electric	34.23	0.00	34.23	
			35639668520720	Utilities - Electric	17.34	0.00	17.34	
			35641783140720	Utilities - Electric	25.10	0.00	25.10	
			35642309020720	Utilities - Electric	23.87	0.00	23.87	
			35642590020720	Utilities - Electric	13.69	0.00	13.69	
			35642590100720	Utilities - Electric	52.48	0.00	52.48	
			35642590200720	Utilities - Electric	48.72	0.00	48.72	
			35642590250720	Utilities - Electric	73.49	0.00	73.49	
			35642590300720	Utilities - Electric	72.86	0.00	72.86	
			35642590350720	Utilities - Electric	52.96	0.00	52.96	
			35642590400720	Utilities - Electric	81.14	0.00	81.14	
			35642590450720	Utilities - Electric	74.12	0.00	74.12	
			35642590460720	Utilities - Electric	1.83	0.00	1.83	
			35642590500720	Utilities - Electric	48.60	0.00	48.60	
			35642590650720	Utilities - Electric	54.48	0.00	54.48	

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			35642590700720	Utilities - Electric	69.63	0.00	69.63	
			35642590800720	Utilities - Electric	69.86	0.00	69.86	
			35642590950720	Utilities - Electric	23.42	0.00	23.42	
			35642591000720	Utilities - Electric	54.09	0.00	54.09	
			35642591050720	Utilities - Electric	53.61	0.00	53.61	
			35642591100720	Utilities - Electric	50.33	0.00	50.33	
			35642591150720	Utilities - Electric	56.60	0.00	56.60	
			35642591210720	Utilities - Electric	29.44	0.00	29.44	
			35642591250720	Utilities - Electric	66.11	0.00	66.11	
			35642591300720	Utilities - Electric	41.57	0.00	41.57	
			35642591350720	Utilities - Electric	62.73	0.00	62.73	
			35642591400720	Utilities - Electric	60.98	0.00	60.98	
			35642591450720	Utilities - Electric	49.45	0.00	49.45	
			35642591500720	Utilities - Electric	39.32	0.00	39.32	
			35642591550720	Utilities - Electric	46.21	0.00	46.21	
			35642591600720	Utilities - Electric	50.47	0.00	50.47	
			35642591650720	Utilities - Electric	66.49	0.00	66.49	
			35642591700720	Utilities - Electric	52.11	0.00	52.11	
			35642591750720	Utilities - Electric	56.49	0.00	56.49	
			35642591800720	Utilities - Electric	42.58	0.00	42.58	
			35642591850720	Utilities - Electric	45.82	0.00	45.82	
			35642591900720	Utilities - Electric	46.71	0.00	46.71	
			35642591930720	Utilities - Electric	35.06	0.00	35.06	
			35642591940720	Utilities - Electric	24.03	0.00	24.03	
			35642591950720	Utilities - Electric	63.47	0.00	63.47	
			35642592000720	Utilities - Electric	60.87	0.00	60.87	
			35642592050720	Utilities - Electric	70.62	0.00	70.62	
			35642592070720	Utilities - Electric	31.26	0.00	31.26	
			35642592100720	Utilities - Electric	55.99	0.00	55.99	
			35642592130720	Utilities - Electric	16.81	0.00	16.81	
			35642592150720	Utilities - Electric	58.37	0.00	58.37	



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			35642592190720	Utilities - Electric	41.67	0.00	41.67	
			35642592200720	Utilities - Electric	57.48	0.00	57.48	
			35642592250720	Utilities - Electric	23.54	0.00	23.54	
			35642592300720	Utilities - Electric	44.98	0.00	44.98	
			35642592350720	Utilities - Electric	14.29	0.00	14.29	
			35642592400720	Utilities - Electric	70.13	0.00	70.13	
			35642592450720	Utilities - Electric	42.84	0.00	42.84	
			35642592500720	Utilities - Electric	48.83	0.00	48.83	
			35642592550720	Utilities - Electric	68.61	0.00	68.61	
			35642592600720	Utilities - Electric	59.47	0.00	59.47	
			35642592650720	Utilities - Electric	63.75	0.00	63.75	
			35642592700720	Utilities - Electric	55.99	0.00	55.99	
			35642592750720	Utilities - Electric	52.24	0.00	52.24	
			35642592800720	Utilities - Electric	79.65	0.00	79.65	
			35642592850720	Utilities - Electric	50.72	0.00	50.72	
			35642592900720	Utilities - Electric	59.37	0.00	59.37	
			35642592950720	Utilities - Electric	65.48	0.00	65.48	
			35642593000720	Utilities - Electric	60.49	0.00	60.49	
			35642593100720	Utilities - Electric	61.50	0.00	61.50	
			35642593200720	Utilities - Electric	53.61	0.00	53.61	
			35642593210720	Utilities - Electric	31.95	0.00	31.95	
			35642593250720	Utilities - Electric	16.55	0.00	16.55	
			35642593260720	Utilities - Electric	29.51	0.00	29.51	
			35642593300720	Utilities - Electric	61.26	0.00	61.26	
			35642593350720	Utilities - Electric	54.62	0.00	54.62	
			35642593400720	Utilities - Electric	62.86	0.00	62.86	
			35642593410720	Utilities - Electric	12.63	0.00	12.63	
			35642593480720	Utilities - Electric	13.69	0.00	13.69	
			35642593500720	Utilities - Electric	62.73	0.00	62.73	
			35642593550720	Utilities - Electric	47.46	0.00	47.46	
			35642593600720	Utilities - Electric	66.37	0.00	66.37	

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			35642593650720	Utilities - Electric	65.63	0.00	65.63	
			35642593700720	Utilities - Electric	61.86	0.00	61.86	
			35642593750720	Utilities - Electric	41.94	0.00	41.94	
			35642593830720	Utilities - Electric	23.42	0.00	23.42	
			35642593850720	Utilities - Electric	14.29	0.00	14.29	
			35642593950720	Utilities - Electric	41.57	0.00	41.57	
			35642593960720	Utilities - Electric	19.02	0.00	19.02	
			35642594000720	Utilities - Electric	36.83	0.00	36.83	
			35642594030720	Utilities - Electric	21.37	0.00	21.37	
			35642594050720	Utilities - Electric	17.30	0.00	17.30	
			35642594150720	Utilities - Electric	27.06	0.00	27.06	
			35642594250720	Utilities - Electric	82.89	0.00	82.89	
			35642594260720	Utilities - Electric	21.07	0.00	21.07	
			35642594300720	Utilities - Electric	51.47	0.00	51.47	
			35642594310720	Utilities - Electric	20.61	0.00	20.61	
			35642594350720	Utilities - Electric	49.08	0.00	49.08	
			35642594400720	Utilities - Electric	45.60	0.00	45.60	
			35642594450720	Utilities - Electric	65.75	0.00	65.75	
			35642594500720	Utilities - Electric	35.07	0.00	35.07	
			35642594550720	Utilities - Electric	64.85	0.00	64.85	
			35642594600720	Utilities - Electric	66.89	0.00	66.89	
			35642594650720	Utilities - Electric	66.89	0.00	66.89	
			35642594700720	Utilities - Electric	62.73	0.00	62.73	
			35642594750720	Utilities - Electric	50.83	0.00	50.83	
			35642594800720	Utilities - Electric	64.37	0.00	64.37	
			35642594850720	Utilities - Electric	45.21	0.00	45.21	
			35642594900720	Utilities - Electric	53.85	0.00	53.85	
			35642594950720	Utilities - Electric	72.98	0.00	72.98	
			35642595000720	Utilities - Electric	54.84	0.00	54.84	
			35642595050720	Utilities - Electric	59.59	0.00	59.59	
			35642595100720	Utilities - Electric	70.50	0.00	70.50	

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			35642595150720	Utilities - Electric	53.85	0.00	53.85	
			35642595180720	Utilities - Electric	18.17	0.00	18.17	
			35642595200720	Utilities - Electric	56.34	0.00	56.34	
			35642595250720	Utilities - Electric	46.59	0.00	46.59	
			35642595260720	Utilities - Electric	42.43	0.00	42.43	
			35642595270720	Utilities - Electric	26.92	0.00	26.92	
			35642595300720	Utilities - Electric	50.83	0.00	50.83	
			35642595350720	Utilities - Electric	49.86	0.00	49.86	
			35642595400720	Utilities - Electric	46.85	0.00	46.85	
			35642595450720	Utilities - Electric	87.51	0.00	87.51	
			35642595500720	Utilities - Electric	44.08	0.00	44.08	
			35642595550720	Utilities - Electric	47.09	0.00	47.09	
			35642595600720	Utilities - Electric	45.83	0.00	45.83	
			35642595650720	Utilities - Electric	47.35	0.00	47.35	
			35642595700720	Utilities - Electric	66.75	0.00	66.75	
			35642595750720	Utilities - Electric	64.35	0.00	64.35	
			35642595800720	Utilities - Electric	47.34	0.00	47.34	
			35642595840720	Utilities - Electric	22.21	0.00	22.21	
			35642595850720	Utilities - Electric	84.63	0.00	84.63	
			35642595900720	Utilities - Electric	49.32	0.00	49.32	
			35642595950720	Utilities - Electric	80.65	0.00	80.65	
			35642596000720	Utilities - Electric	71.99	0.00	71.99	
			35642596050720	Utilities - Electric	63.35	0.00	63.35	
			35642596150720	Utilities - Electric	49.46	0.00	49.46	
			35642596180720	Utilities - Electric	7.76	0.00	7.76	
			35642596200720	Utilities - Electric	57.73	0.00	57.73	
			35642596250720	Utilities - Electric	49.94	0.00	49.94	
			35642596300720	Utilities - Electric	48.70	0.00	48.70	
			35642596310720	Utilities - Electric	20.99	0.00	20.99	
			35642596350720	Utilities - Electric	37.32	0.00	37.32	
			35642596380720	Utilities - Electric	31.95	0.00	31.95	

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			35642596390720	Utilities - Electric	30.12	0.00	30.12	
			35642596400720	Utilities - Electric	43.32	0.00	43.32	
			35642596450720	Utilities - Electric	74.50	0.00	74.50	
			35642596500720	Utilities - Electric	42.84	0.00	42.84	
			35642596700720	Utilities - Electric	23.42	0.00	23.42	
			35642596890720	Utilities - Electric	19.78	0.00	19.78	
			35642597310720	Utilities - Electric	22.59	0.00	22.59	
			35642597410720	Utilities - Electric	30.42	0.00	30.42	
			35642597560720	Utilities - Electric	17.79	0.00	17.79	
			35642597580720	Utilities - Electric	36.58	0.00	36.58	
			35642597780720	Utilities - Electric	31.56	0.00	31.56	
			35642598090720	Utilities - Electric	30.72	0.00	30.72	
			35642598240720	Utilities - Electric	9.86	0.00	9.86	
			35642598320720	Utilities - Electric	33.54	0.00	33.54	
			35642598500720	Utilities - Electric	18.85	0.00	18.85	
			35642598680720	Utilities - Electric	21.13	0.00	21.13	
			35642599030720	Utilities - Electric	24.94	0.00	24.94	
			35642599140720	Utilities - Electric	19.78	0.00	19.78	
			35642599220720	Utilities - Electric	34.76	0.00	34.76	
			35642599230720	Utilities - Electric	16.58	0.00	16.58	
			35642599630720	Utilities - Electric	44.49	0.00	44.49	
			35642599650720	Utilities - Electric	21.60	0.00	21.60	
			35642657100720	Utilities - Electric	36.34	0.00	36.34	
			35644680670720	Utilities - Electric	22.14	0.00	22.14	
			35646567580720	Utilities - Electric	4.94	0.00	4.94	
			35647525510720	Utilities - Electric	26.23	0.00	26.23	
			35647587030720	Utilities - Electric	39.71	0.00	39.71	
			35650040160720	Utilities - Electric	28.89	0.00	28.89	
			35650072020720	Utilities - Electric	21.37	0.00	21.37	
			35650295620720	Utilities - Electric	23.57	0.00	23.57	
			35650736240720	Utilities - Electric	23.04	0.00	23.04	

9/1/2020

City of Sunnyvale

**LIST # 040**

**List of All Claims and Bills Approved for Payment**  
For Payments Dated 8/23/2020 through 8/29/2020

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
			35651995910720	Utilities - Electric	26.78	0.00	26.78	
			35652446010720	Utilities - Electric	31.10	0.00	31.10	
			35652837430720	Utilities - Electric	17.34	0.00	17.34	
			35653850930720	Utilities - Electric	29.51	0.00	29.51	
			35654460380720	Utilities - Electric	23.80	0.00	23.80	
			35655027900720	Utilities - Electric	31.63	0.00	31.63	
			35656954140720	Utilities - Electric	35.32	0.00	35.32	
			35658641990720	Utilities - Electric	20.99	0.00	20.99	
			35659521990720	Utilities - Electric	26.39	0.00	26.39	
			35659719430720	Utilities - Electric	33.92	0.00	33.92	
			35661606410720	Utilities - Electric	21.98	0.00	21.98	
			35662710140720	Utilities - Electric	20.15	0.00	20.15	
			35663598020720	Utilities - Electric	33.16	0.00	33.16	
			35664661630720	Utilities - Electric	29.44	0.00	29.44	
			35666020590720	Utilities - Electric	20.08	0.00	20.08	
			35667305290720	Utilities - Electric	89.25	0.00	89.25	
			35669864390720	Utilities - Electric	27.22	0.00	27.22	
			35671931870720	Utilities - Electric	19.17	0.00	19.17	
			35674252920720	Utilities - Electric	31.18	0.00	31.18	
			35674989850720	Utilities - Electric	20.83	0.00	20.83	
			35675679620720	Utilities - Electric	29.28	0.00	29.28	
			35676150740720	Utilities - Electric	33.62	0.00	33.62	
			35677237450720	Utilities - Electric	30.04	0.00	30.04	
			35677708710720	Utilities - Electric	23.71	0.00	23.71	
			35677904120720	Utilities - Electric	28.52	0.00	28.52	
			35679500460720	Utilities - Electric	28.29	0.00	28.29	
			35679745900720	Utilities - Electric	31.72	0.00	31.72	
			35679838170720	Utilities - Electric	90.76	0.00	90.76	
			35680001590720	Utilities - Electric	22.97	0.00	22.97	
			35681394250720	Utilities - Electric	19.70	0.00	19.70	
			35685072780720	Utilities - Electric	66.68	0.00	66.68	

9/1/2020

City of Sunnyvale

**LIST # 040**

**List of All Claims and Bills Approved for Payment**  
For Payments Dated 8/23/2020 through 8/29/2020

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
			35685267030720	Utilities - Electric	40.31	0.00	40.31	
			35690738200720	Utilities - Electric	23.19	0.00	23.19	
			35693522670720	Utilities - Electric	22.21	0.00	22.21	
			35695357850720	Utilities - Electric	37.69	0.00	37.69	
			35695460940720	Utilities - Electric	23.49	0.00	23.49	
			35695887370720	Utilities - Electric	27.46	0.00	27.46	
			35699206580720	Utilities - Electric	1.37	0.00	1.37	
			36207652980720	Utilities - Electric	58.59	0.00	58.59	
			52896844240720	Utilities - Gas	91.45	0.00	91.45	
			52896847890720	Utilities - Electric	262.22	0.00	262.22	
			61266000050720	Utilities - Gas	27.69	0.00	27.69	
			74408230820720	Utilities - Electric	60.09	0.00	60.09	
xxx327453	8/27/20	SANTA CLARA COUNTY	2017-8047	Permit Fees	50.00	0.00	50.00	<b>\$50.00</b>
xxx327454	8/27/20	SOUTH BAY REGIONAL PUBLIC SAFETY	221063	Training and Conferences	1,794.00	0.00	1,794.00	<b>\$1,794.00</b>
xxx327455	8/27/20	UNITED STATES POSTAL SERVICE	P#2661-082020	Postage	200.00	0.00	200.00	<b>\$200.00</b>
xxx327456	8/27/20	CAROL MISRACK	165031-12670	Refund Utility Account Credit	305.29	0.00	305.29	<b>\$305.29</b>
xxx327457	8/27/20	CATHY NIETO	477967	Refund Recreation Fees	70.00	0.00	70.00	<b>\$70.00</b>
xxx327458	8/27/20	CHINMAY MANJUNATH	193907-72078	Refund Utility Account Credit	248.74	0.00	248.74	<b>\$248.74</b>
xxx327459	8/27/20	KEVIN O'REILLY	140787-29794	Refund Utility Account Credit	584.00	0.00	584.00	<b>\$584.00</b>
xxx327460	8/27/20	MADISON MALMGREN	199757-12380	Refund Utility Account Credit	290.73	0.00	290.73	<b>\$290.73</b>
xxx327461	8/27/20	MARIA OAKS HOA	479841	Refund Recreation Fees	15.00	0.00	15.00	<b>\$15.00</b>
xxx327462	8/27/20	MCH ELECTRIC, INC.	193609-32140	Refund Utility Account Credit	4,404.30	0.00	4,404.30	<b>\$4,404.30</b>
xxx327463	8/27/20	NADINE HOULE	196515-12364	Refund Utility Account Credit	209.96	0.00	209.96	<b>\$209.96</b>
xxx327464	8/27/20	SANDRA MCCLENAHAN	196541-34380	Refund Utility Account Credit	69.37	0.00	69.37	<b>\$69.37</b>
xxx100906	8/24/20	SANTA CLARA VALLEY WATER DISTRICT	TI002408	Water for Resale	1,332,360.84	0.00	1,332,360.84	<b>\$1,332,360.84</b>
xxx100907	8/24/20	SPECIALTY SOLID WASTE & RECYCLING INC	JUL2020	Franchise - Specialty Garbage	-180,170.35	0.00	-180,170.35	<b>\$1,531,639.64</b>
			JUL2020	Refuse Serv Fees - Specialty	-204,752.91	0.00	-204,752.91	
			JUL2020	Pymt to Franch Garb Collector	1,916,562.90	0.00	1,916,562.90	
xxx906715	8/24/20	EMPLOYMENT DEVELOPMENT DEPT		Insurances - Unemployment	196,120.00	0.00	196,120.00	<b>\$196,120.00</b>
xxx906716	8/26/20	US DEPT OF HOUSING & URBAN DEVELOPMENT		Interest on Investments	10,248.71	0.00	10,248.71	<b>\$10,307.86</b>
				Realized Gains (Losses)	59.15	0.00	59.15	
xxx906717	8/27/20	DIRECTOR MORTGAGES RECEIVABLE		Miscellaneous Payment	1,757,500.00	0.00	1,757,500.00	<b>\$1,757,500.00</b>

9/1/2020

City of Sunnyvale  
**List of All Claims and Bills Approved for Payment**  
For Payments Dated 8/23/2020 through 8/29/2020

**LIST # 040**

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
<b>Grand Total Payment Amount</b>								<b><u>\$9,451,951.73</u></b>



# City of Sunnyvale

## Agenda Item

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20-0716

Agenda Date: 9/15/2020

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### REPORT TO COUNCIL

#### SUBJECT

Adopt a Resolution to Summarily Vacate a Portion of a Slope Easement at 1390 Borregas Avenue

#### BACKGROUND

In 1964, an 18-foot wide slope easement along the eastern edge of Borregas Avenue was dedicated to the City of Sunnyvale as described in that Certain Easement Deed, Document No. 2720716, recorded October 9, 1964 in Book 6695 at Page 430, Official Records with the Santa Clara County Recorder's Office (Attachment 1).

During the review of the proposed site redevelopment, staff identified that the existing slope easement is not needed for roadway purposes and is not consistent with the current streetscape configuration. On October 16, 2019, the Zoning Administrator conditionally approved a special development permit (2019-7071) for the construction of a mechanical facility. It consists of two equipment storage buildings, four water storage tanks, and one 1,794 square foot building with a control room and office meeting space. It will provide heating and cooling services to nearby Google buildings (the "Project"). Per the Project Conditions of Approval (EP-6 in Attachment 2), implementation of this Project requires partial abandonment of the subject slope easement along the project property by summary vacation in accordance with the California Streets and Highways Code.

#### EXISTING POLICY

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

#### ENVIRONMENTAL REVIEW

This development project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15332 (Class 32 Categorical Exemption (infill development)).

#### DISCUSSION

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

#### FISCAL IMPACT

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

#### PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall, Sunnyvale Public Library and Department of Public Safety. In addition, the agenda



and report are available at the Office of the City Clerk and on the City's website.

**RECOMMENDATION**

Adopt the Resolution to summarily vacate a portion of the 18-foot wide slope easement at 1390 Borregas Avenue; and to authorize and direct the City Clerk to record a certified copy of the resolution, attested by the City Clerk under seal, with the Santa Clara County Recorder's Office.

Prepared by: Jason Jung, Civil Engineer

Reviewed by: Jennifer Ng, Assistant Director, Public Works

Reviewed by: Chip Taylor, Director, Public Works

Reviewed by: Jaqui Guzmán, Deputy City Manager

Approved by: Kent Steffens, City Manager

**ATTACHMENTS**

1. Original Slope Easement Deed Santa Clara County Doc. 2720716
2. Conditions of Approval EP-6
3. Resolution of Vacation

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*City Clerk  
Room 102  
City Hall  
Sunnyvale, Calif.*

EASEMENT DEED  
(Slope Easement)

*City of Sunnyvale*

OCT 9 12 33 PM 1964

GUY F. ATKINSON COMPANY, a Nevada Corporation, COMMANDER CONSTRUCTION COMPANY, an Oregon Corporation, R. A. TRIPPEER, INC., a Nevada Corporation, OFFICIAL RECORDS SANTA CLARA COUNTY RECORDER

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

Being a strip of land 18.00 feet in width, contiguous to and southerly of the southerly line of Caribbean Drive (100.00 feet wide), contiguous to and westerly of the westerly line of Crossman Road (90.00 feet wide), contiguous to and northerly of the northerly line of Java Drive (100.00 feet wide), contiguous to and easterly of the easterly line of Borregas Avenue (66.00 feet wide), the northerly, easterly, southerly and westerly line of which is being more particularly described as follows:

BEGINNING at the intersection of the center line of Borregas Avenue with the center line of Caribbean Drive; thence from said point of beginning easterly along said center line of Caribbean Drive S. 75° 09' 07" E., 82.99 feet; thence leaving said center line of Caribbean Drive at right angles thereto S. 14° 50' 53" W., 50.00 feet to the true point of beginning for the hereinafter described line, said point being on the southerly line of said Caribbean Drive; thence from said true point of beginning along the said southerly line of Caribbean Drive S. 75° 09' 07" E., 673.67 feet; thence along the arc of a tangent curve to the left having a radius of 1250.00 feet thru a central angle of 18° 33' 03" an arc length of 404.72 feet to a point of reverse curvature; thence along the arc of a curve to the right having a radius of 1150.00 feet thru a central angle of 18° 12' 13" an arc length of 365.37 feet; thence S. 75° 29' 57" E., 651.57 feet; thence along the arc of a tangent curve to the right having a radius of 50.00 feet thru a central angle of 90° 21' 59" an arc length of 78.86 feet to the westerly line of said Crossman Road; thence southwesterly along said westerly line of Crossman Road, S. 14° 52' 02" W., 2330.78 feet; thence S. 23° 52' 02" W., 15.25 feet; thence along the arc of a tangent curve to the right having a radius of 109.00 feet thru a central angle of 19° 18' 32" an arc length of 36.73 feet to a point of compound curvature; thence along the arc of a curve to the right having a radius of 29.00 feet thru a central angle of 83° 11' 35" an arc length of 42.11 feet to a point of compound curvature; thence along the arc of a curve to the right having a radius of 289.00 feet thru a central angle of 14° 15' 45" an arc length of 71.94 feet; thence N. 39° 22' 06" W., 36.62 feet; thence S. 54° 37' 59" W., 7.06 feet; thence N. 35° 22' 06" W., 199.13 feet; thence along the arc of a tangent curve to the left having

OUR BOOK

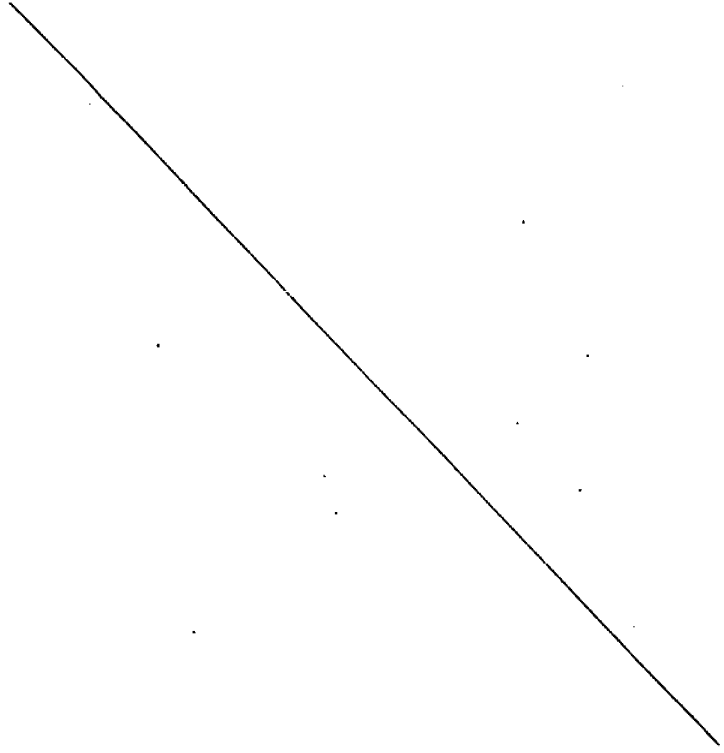
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a radius of 1050.00 feet thru a central angle of  $39^{\circ} 46' 21''$  an arc length of 728.87 feet; thence N.  $75^{\circ} 08' 27''$  W., 1159.28 feet; thence along the arc of a tangent curve to the right having a radius of 50.00 feet thru a central angle of  $89^{\circ} 59' 32''$  an arc length of 78.53 feet to the easterly line of said Borregas Avenue; thence along said easterly line of Borregas Avenue N.  $14^{\circ} 51' 05''$  E. 1793.94 feet; thence along the arc of a tangent curve to the right having a radius of 50.00 feet thru a central angle of  $89^{\circ} 59' 48''$  an arc length of 78.54 feet to the TRUE POINT OF BEGINNING.



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Executed this 8<sup>th</sup> day of September, 1964.



GUY F. ATKINSON COMPANY

By [Signature]  
F. K. Rogner Vice President

By [Signature]  
Donald K. Grant Assistant Secretary



OSTRANDER CONSTRUCTION COMPANY

By [Signature]  
R. S. Kerr Vice President

By [Signature]  
Donald K. Grant Assistant Secretary



R. A. TRIPPEER, INC.

By [Signature]  
Vice President

By [Signature]  
Assistant Secretary

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STATE OF CALIFORNIA }  
COUNTY OF San Mateo } ss.

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On this 8th day of September, 1964, before me  
IRENE EVENSON, a Notary Public, State of  
California, duly commissioned and sworn, personally appeared  
F. R. Bodger and Donald K. Grant

known to me to be the Vice President and ~~Assistant~~ Secretary,  
respectively, of the corporation described in and that executed  
the within instrument, and also known to me to be the persons  
who executed the within instrument on behalf of the corporation  
therein named, and acknowledged to me that such corporation  
executed the same.

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



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

STATE OF CALIFORNIA }  
COUNTY OF San Mateo } ss.

On this 8th day of September, 1964, before me  
IRENE EVENSON, a Notary Public, State of  
California, duly commissioned and sworn, personally appeared  
R. S. Kerr - 1 and Donald K. Grant

known to me to be the Vice President and Assistant Secretary,  
respectively, of the corporation described in and that executed  
the within instrument, and also known to me to the the persons  
who executed the within instrument on behalf of the corporation  
therein named, and acknowledged to me that such corporation  
executed the same.

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



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

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STATE OF CALIFORNIA }  
COUNTY OF San Mateo } ss.

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

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



Irene Evenson  
Notary Public, State of California

My commission expires: January 17, 1965

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CERTIFICATE OF ACCEPTANCE

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

DATED: September 30, 1964

CITY OF SUNNYVALE

By James A. [Signature]  
Director of Finance

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RESOLUTION NO. 2256

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

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

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

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

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

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

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

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

NOES: Councilmen: None

ABSENT: Councilmen: Theiler and Stout

APPROVED:

/s/ R. B. Gilmore  
Mayor Pro Tem

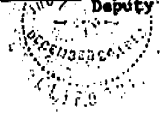
ATTEST:

/s/ Eugenia J. Brown  
Acting City Clerk

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

DATED: Sept 29-1964

PERRY SCOTT, City Clerk  
By Flavio W. Losare  
Deputy City Clerk





of Public Works. Sheets C1.01 to C9.01 dated 8/7/19 are subject to change during plan check process. See Improvement Plan Checklist and Improvement Plan Submittal Checklist at the following 2 links:  
<https://sunnyvale.ca.gov/civicax/filebank/blobdload.aspx?BlobID=24002>  
<https://sunnyvale.ca.gov/civicax/filebank/blobdload.aspx?BlobID=23625> [COA] [PUBLIC WORKS]

**EP-3. UPGRADE OF EXISTING PUBLIC IMPROVEMENTS:**

As part of the off-site improvement plan review and approval, any existing public improvements to be re-used by the project, which are not in accordance with current City standards and are not specifically identified in the herein project conditions (such as backflow preventers, sign posts, etc.), shall be upgraded to current City standards and as required by the Department of Public Works. [COA] [PUBLIC WORKS]

**EP-4. BENCHMARKS:**

The improvement plans shall be prepared by using City's latest benchmarks (NAVD88) available on City's website <https://sunnyvale.ca.gov/civicax/filebank/blobdload.aspx?BlobID=23803> Plans based on NGVD29 will not be accepted. [COA] [PUBLIC WORKS]

**EP-5. EASEMENT DEEDS:**

This project requires a 14' wide PAE to accommodate a Class I Bikeway along the Caribbean Drive project frontage. The Bikeway will need to be a minimum width of 10' with 2' shoulders. Maintenance of the Class I Bikeway will be the responsibility of the property owner. All easements shall be kept open and free from buildings and structures of any kind except those appurtenances associated with the defined easements. Developer shall execute the easement deeds prior to offsite improvement acceptance. [COA] [PUBLIC WORKS]

**EP-6. EASEMENT ABANDONMENT:**

**The existing slope easement and unoccupied public utility easements shall be abandoned prior to encroachment permit sign off.**

Installation of boardwalk concrete columns are not allowed in active PUE's. [COA] [PUBLIC WORKS]

**EP-7. UTILITY CONNECTION:**

This project requires connection to all City utilities or private utilities operating under a City or State franchise which provide adequate levels of service. [COA] [PUBLIC WORKS]

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF SUNNYVALE SUMMARILY VACATING A PORTION  
OF THE SLOPE EASEMENT LOCATED AT 1390  
BORREGAS AVENUE**

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

WHEREAS, the City Council intends to summarily vacate a portion of a Public Service Easement (“Easement”), as more fully described in Exhibit A and as shown in Document Number 2720716, Book 6695, Page 430, Official Records with the Santa Clara County Recorder’s Office, attached hereto as Exhibit B; and

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

WHEREAS, on October 16, 2019, the Zoning Administrator conditionally approved a special development permit (2019-7071) for the construction of a mechanical facility that consists of two equipment storage buildings, four water storage tanks, and one 1,794 square foot building with a control room and office meeting space that will provide heating and cooling services to nearby Google buildings (the “Project”), and since the Project is being proposed within the existing Easement, the Project requires the partial abandonment of the Easement.

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

1. The City of Sunnyvale finds and determines that:
  - a) The Easement has been impassable for vehicular traffic for a period of five consecutive years; and
  - b) No public money was expended for maintenance on the slope easement; and
  - c) The Easement is not needed for present or prospective easement purposes; and
  - d) The public convenience and necessity does not require reservation of the portion of the Easement described in Exhibit A.

- 2. Based upon the findings made in Section 1 of this Resolution and the provisions of Section 8331 of the Streets and Highways Code, the City Council does hereby order that the Easement shall be and hereby is summarily vacated.
- 3. The City Council hereby authorizes and directs the City Clerk to record a certified copy of the resolution, attested by the City Clerk under seal, with the Santa Clara County Recorder's Office.
- 4. The portion of the Easement described in Exhibit A will no longer constitute a Slope Easement from and after the date of recordation of the documents identified in Section 3 of this Resolution.

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

AYES:  
NOES:  
ABSTAIN:  
ABSENT:  
RECUSAL:

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

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

EXHIBIT A

EXHIBIT "A"  
LEGAL DESCRIPTION  
PORTION OF EXISTING SLOPE EASEMENT  
TO BE VACATED (6695 O.R. 430)

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF SUNNYVALE, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, AND BEING A PORTION OF PARCEL 1 AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD ON MARCH 15, 1978 IN BOOK 414 OF MAPS AT PAGE 47, SANTA CLARA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

THAT PORTION OF THE 18-FOOT-WIDE SLOPE EASEMENT IN FAVOR OF THE CITY OF SUNNYVALE, RECORDED OCTOBER 9, 1964 IN BOOK 6695, AT PAGE 430, OFFICIAL RECORDS OF SANTA CLARA COUNTY, LYING WITHIN SAID PARCEL 1 (141 M 47), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE NORTHEAST CORNER OF SAID PARCEL 1, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF CARIBBEAN DRIVE (100' WIDE);

THENCE ALONG THE EASTERLY LINE OF SAID PARCEL 1, SOUTH 14° 51' 33" WEST, 18.00 FEET TO A POINT ON A LINE WHICH LIES 18.00' SOUTHERLY AND PARALLEL WITH THE SOUTHERLY RIGHT OF WAY LINE OF SAID CARIBBEAN WAY (100' WIDE), SAID LINE ALSO BEING THE SOUTHERLY LINE OF SAID 18.00 WIDE SLOPE EASEMENT (6695 O.R. 430);

THENCE LEAVING SAID EASTERLY LINE AND ALONG THE FOLLOWING THREE (3) COURSES:

- 1) ALONG SAID SOUTHERLY LINE (6695 O.R. 430), NORTH 75° 09' 07" WEST, 170.92 FEET TO THE BEGINNING OF A CURVE TO THE LEFT,
- 2) ALONG THE SOUTHERLY AND EASTERLY LINE OF SAID EASEMENT (6695 O.R. 430), ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 32.00 FEET, THROUGH A CENTRAL ANGLE OF 89° 59' 48" FOR AN ARC DISTANCE OF 50.26 FEET TO A POINT ON A LINE WHICH LIES 18.00 FEET EASTERLY AND PARALLEL WITH THE EASTERLY RIGHT OF WAY LINE OF BORREGAS AVENUE (66' WIDE), SAID PARALLEL ALSO BEING THE EASTERLY LINE OF SAID EASEMENT (6695 O.R. 430), AND
- 3) ALONG SAID EASTERLY LINE (6695 O.R. 430) PARALLEL LINE, SOUTH 14° 51' 05" WEST, 324.93 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL 1;

THENCE ALONG SAID SOUTHERLY LINE, NORTH 75° 08' 27" WEST, 18.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 1, SAID POINT ALSO BEING ON THE EASTERLY RIGHT OF WAY LINE OF BORREGAS AVENUE (66' WIDE);

THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE, NORTH 14° 51' 05" EAST, 324.93 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 89° 59' 48" FOR AN ARC DISTANCE OF 78.54 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF CARIBBEAN DRIVE (100' WIDE);

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE, SOUTH 75° 09' 07" EAST, 170.92 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 1 AND THE **POINT OF BEGINNING**.

CONTAINING 10,085 SQUARE FEET OF LAND, MORE OR LESS.

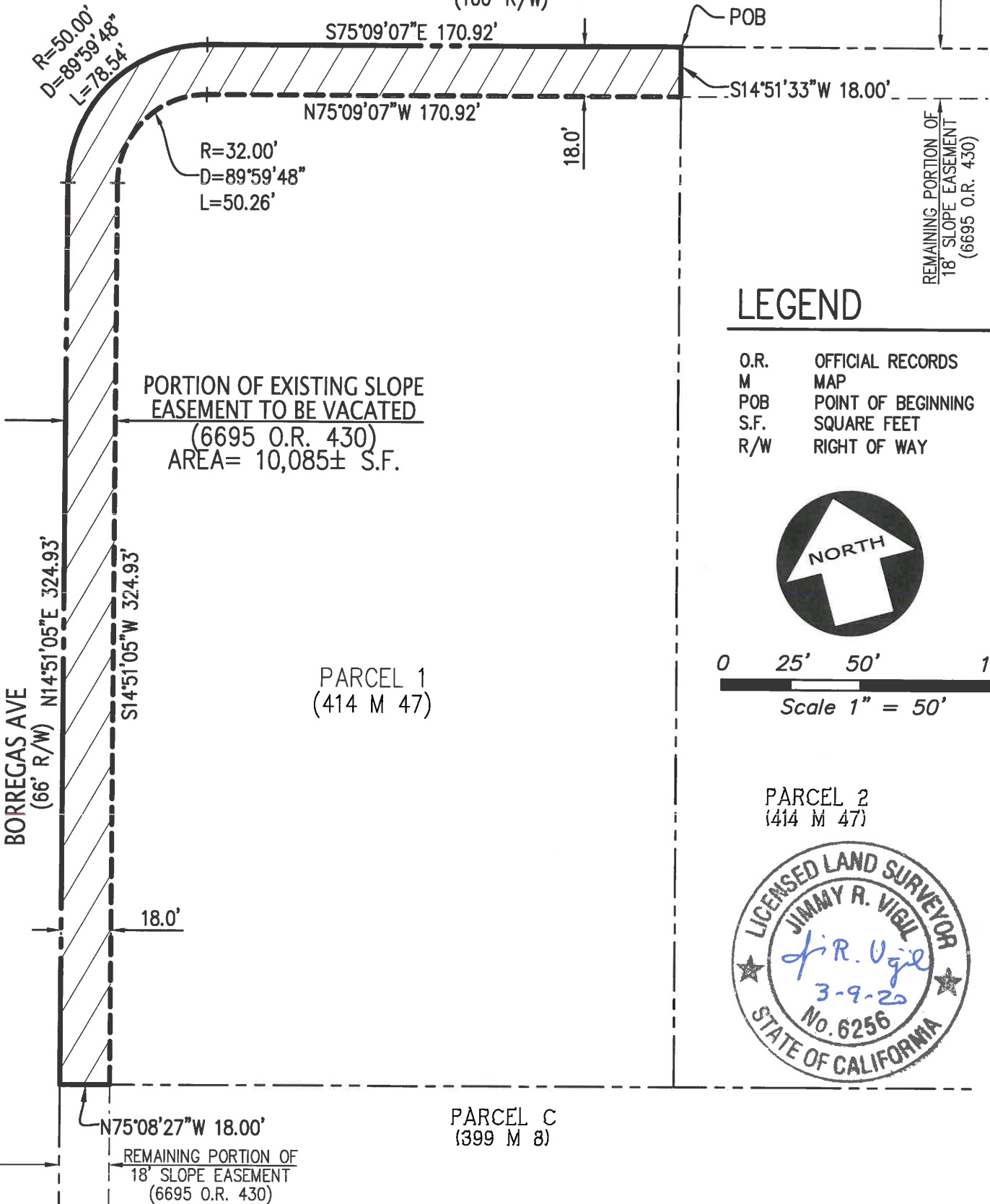
ATTACHED HERETO IS A PLAT LABELED EXHIBIT "B" AND BY THIS REFERENCE MADE A PART HERE OF DESCRIPTION PREPARED BY KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.

J. R. Vigil  
JIMMY R. VIGIL, LS 6256

3-9-20  
DATE

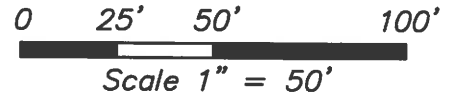


CARIBBEAN DR  
(100' R/W)

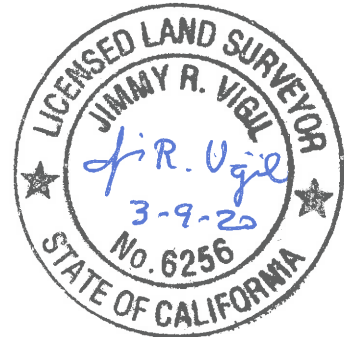


**LEGEND**

- O.R. OFFICIAL RECORDS
- M MAP
- POB POINT OF BEGINNING
- S.F. SQUARE FEET
- R/W RIGHT OF WAY



PARCEL 2  
(414 M 47)



PARCEL C  
(399 M 8)



**KIER+WRIGHT**

2850 Collier Canyon Road  
Livermore, CA 94551

Phone: (925) 245-8788  
www.kierwright.com

**EXHIBIT "B"**  
**SLOPE EASEMENT**  
**VACATION**

SUNNYVALE, CALIFORNIA

DATE	MARCH 2020
SCALE	1" = 50'
BY	KJK
JOB NO.	A17048-6
SHEET	1 OF 1

EXHIBIT B

BOOK 6695 PAGE 430

2720716  
BOOK 6695 PAGE 430  
EASEMENT DEED  
(Slope Easement)  
City of Sunnyvale  
OCT 9 12 33 PM 1964

*City Clerk  
Room 107  
City Hall  
Sunnyvale, Calif.*

GUY F. ATKINSON COMPANY, a Nevada Corporation, OFFICIAL RECORDS  
COMMANDER CONSTRUCTION COMPANY, an Oregon Corporation, SANTA CLARA COUNTY  
R. A. TRIPPEER, INC., a Nevada Corporation, RECORDER

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

Being a strip of land 18.00 feet in width, contiguous to and southerly of the southerly line of Caribbean Drive (100.00 feet wide), contiguous to and westerly of the westerly line of Crossman Road (90.00 feet wide), contiguous to and northerly of the northerly line of Java Drive (100.00 feet wide), contiguous to and easterly of the easterly line of Borregas Avenue (68.00 feet wide), the northerly, easterly, southerly and westerly line of which is being more particularly described as follows:

BEGINNING at the intersection of the center line of Borregas Avenue with the center line of Caribbean Drive; thence from said point of beginning easterly along said center line of Caribbean Drive S. 75° 09' 07" E., 82.99 feet; thence leaving said center line of Caribbean Drive at right angles thereto S. 14° 50' 53" W., 50.00 feet to the true point of beginning for the hereinafter described line, said point being on the southerly line of said Caribbean Drive; thence from said true point of beginning along the said southerly line of Caribbean Drive S. 75° 09' 07" E., 673.67 feet; thence along the arc of a tangent curve to the left having a radius of 1250.00 feet thru a central angle of 18° 33' 03" an arc length of 404.72 feet to a point of reverse curvature; thence along the arc of a curve to the right having a radius of 1150.00 feet thru a central angle of 18° 12' 13" an arc length of 365.37 feet; thence S. 75° 29' 57" E., 651.57 feet; thence along the arc of a tangent curve to the right having a radius of 50.00 feet thru a central angle of 90° 21' 59" an arc length of 78.86 feet to the westerly line of said Crossman Road; thence southwesterly along said westerly line of Crossman Road S. 14° 52' 02" W., 2330.78 feet; thence S. 23° 52' 02" W., 15.25 feet; thence along the arc of a tangent curve to the right having a radius of 109.00 feet thru a central angle of 19° 18' 32" an arc length of 36.73 feet to a point of compound curvature; thence along the arc of a curve to the right having a radius of 29.00 feet thru a central angle of 83° 11' 35" an arc length of 42.11 feet to a point of compound curvature; thence along the arc of a curve to the right having a radius of 289.00 feet thru a central angle of 14° 15' 45" an arc length of 71.94 feet; thence N. 39° 22' 06" W., 36.62 feet; thence S. 54° 37' 59" W., 7.06 feet; thence N. 35° 22' 06" W., 199.13 feet; thence along the arc of a tangent curve to the left having

BOOK

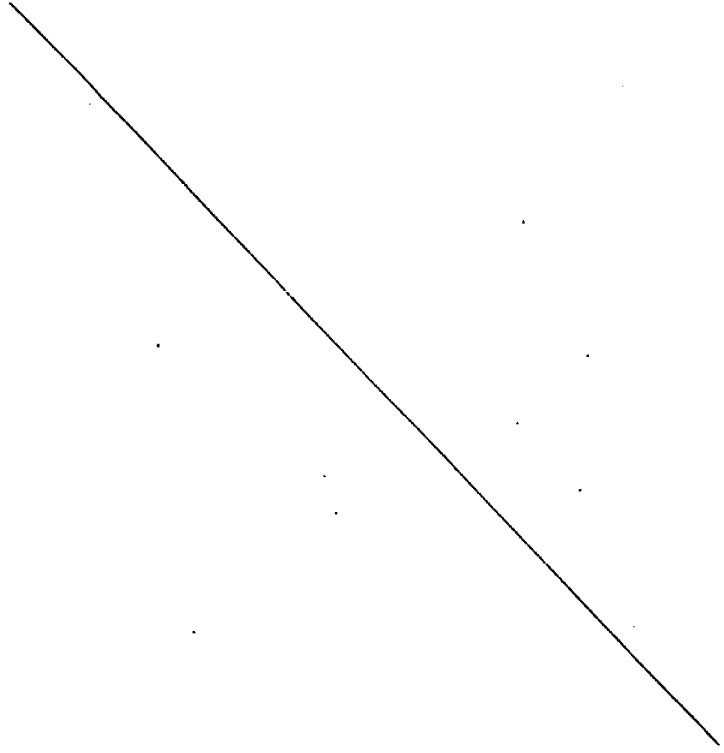
6695

PAGE



BOOK 6695 PAGE 431

a radius of 1050.00 feet thru a central angle of  $39^{\circ} 46' 21''$  an arc length of 728.87 feet; thence N.  $75^{\circ} 08' 27''$  W., 1159.28 feet; thence along the arc of a tangent curve to the right having a radius of 50.00 feet thru a central angle of  $89^{\circ} 59' 32''$  an arc length of 78.53 feet to the easterly line of said Borregas Avenue; thence along said easterly line of Borregas Avenue N.  $14^{\circ} 51' 05''$  E. 1793.94 feet; thence along the arc of a tangent curve to the right having a radius of 50.00 feet thru a central angle of  $89^{\circ} 59' 48''$  an arc length of 78.54 feet to the TRUE POINT OF BEGINNING.



DR. BOOK  
6695

P  
A  
G  
E



6695 PAGE 432

Executed this 8<sup>th</sup> day of September, 1964.



GUY F. ATKINSON COMPANY

By [Signature]  
F. K. Rogner Vice President

By [Signature]  
Donald K. Grant Assistant Secretary



OSTRANDER CONSTRUCTION COMPANY

By [Signature]  
R. S. Kerr Vice President

By [Signature]  
Donald K. Grant Assistant Secretary



R. A. TRIPPEER, INC.

By [Signature]  
Vice President

By [Signature]  
Assistant Secretary



BOOK  
6695

PAGE

111


STATE OF CALIFORNIA }  
COUNTY OF San Mateo } ss.

BOOK 6695 PAGE 433

On this 8th day of September, 1964, before me  
IRENE EVENSON, a Notary Public, State of  
California, duly commissioned and sworn, personally appeared  
F. R. Bodger and Donald K. Grant

known to me to be the Vice President and ~~Assistant~~ Secretary,  
respectively, of the corporation described in and that executed  
the within instrument, and also known to me to be the persons  
who executed the within instrument on behalf of the corporation  
therein named, and acknowledged to me that such corporation  
executed the same.

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

 IRENE EVENSON  
NOTARY PUBLIC - CALIFORNIA  
SAN MATEO COUNTY

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

STATE OF CALIFORNIA }  
COUNTY OF San Mateo } ss.

On this 8th day of September, 1964, before me  
IRENE EVENSON, a Notary Public, State of  
California, duly commissioned and sworn, personally appeared  
R. S. Kerr - 1 and Donald K. Grant

known to me to be the Vice President and Assistant Secretary,  
respectively, of the corporation described in and that executed  
the within instrument, and also known to me to be the persons  
who executed the within instrument on behalf of the corporation  
therein named, and acknowledged to me that such corporation  
executed the same.

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

 IRENE EVENSON  
NOTARY PUBLIC - CALIFORNIA  
SAN MATEO COUNTY

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

BOOK

6695

PAGE



BOOK 6395 PAGE 434

STATE OF CALIFORNIA }  
COUNTY OF San Mateo } ss.

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

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



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

BOOK

6695

PAGE



BOOK 6695 PAGE 435

CERTIFICATE OF ACCEPTANCE

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

DATED: September 30, 1964

CITY OF SUNNYVALE

By James A. [Signature]  
Director of Finance

BOOK  
6695

PAGE



BOOK 6695 PAGE 436

RESOLUTION NO. 2256

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

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

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

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

1. That the Director of Finance be and he hereby is authorized and directed to accept, for and on behalf of the City of Sunnyvale, all deeds and grants conveying any interest in or easement upon real estate to the City of Sunnyvale, and to consent to their recordation.
2. That the City Clerk certify to the adoption of this resolution and that a copy thereof be attached to each such deed or grant presented for recordation.

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

- AYES: Councilmen: Boomer, Gilmore, Johnson, Jones and Ryan  
 NOES: Councilmen: None  
 ABSENT: Councilmen: Theiler and Stout

APPROVED:

/s/ R. B. Gilmore  
Mayor Pro Tem

ATTEST:

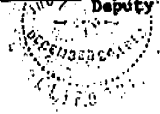
/s/ Eugenia J. Brown  
Acting City Clerk

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

DATED: Sept 29-1964

PERRY SCOTT, City Clerk

By Flavio W. Losare  
Deputy City Clerk





# City of Sunnyvale

## Agenda Item

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20-0717

Agenda Date: 9/15/2020

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### REPORT TO COUNCIL

#### SUBJECT

Adopt a Resolution to Summarily Vacate a Portion of a Slope Easement at 212 Gibraltar Drive

#### BACKGROUND

In 1964, a 15-foot wide slope easement along the eastern edge of Borregas Avenue was dedicated to the City of Sunnyvale as described in that Certain Easement Deed, Document No. 2720706. It was recorded October 9, 1964, in Book 6695 at Page 368, Official Records with the Santa Clara County Recorder's Office (Attachment 1).

During the review of the proposed site redevelopment, staff identified that the existing slope easement is not needed for roadway purposes and is not consistent with the current streetscape configuration. On August 20, 2019, City staff conditionally approved a design review permit (2018-7939). The permit is for the redevelopment of eight parcels with four, two-story buildings to be used for office and research and development totaling 400,199 square feet (the "Project"). Per the Project Conditions of Approval (EP-5 in Attachment 2), implementation of this Project requires partial abandonment of the subject slope easement along the project property by summary vacation in accordance with California Streets and Highways Code.

#### EXISTING POLICY

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

#### ENVIRONMENTAL REVIEW

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

#### DISCUSSION

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

#### FISCAL IMPACT

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

#### PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board

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outside City Hall, Sunnyvale Public Library and Department of Public Safety. In addition, the agenda and report are available at the Office of the City Clerk and on the City's website.

**RECOMMENDATION**

Adopt the resolution to summarily vacate a portion of the 15-foot wide slope easement at 212 Gibraltar Drive; and to authorize and direct the City Clerk to record a certified copy of the resolution, attested by the City Clerk under seal, with the Santa Clara County Recorder's Office.

Prepared by: Jason Jung, Civil Engineer

Reviewed by : Jennifer Ng, Assistant Director, Public Works

Reviewed by: Chip Taylor, Director, Public Works

Reviewed by: Jaqui Guzmán, Deputy City Manager

Approved by: Kent Steffens, City Manager

**ATTACHMENTS**

1. Original Slope Easement Deed Santa Clara County Doc. 2720706
2. Conditions of Approval EP-5
3. Resolution of Vacation

*City Clerk Room 102  
City Hall  
Sunnyvale Calif.*

2720706

2720706  
BOOK 6695 PAGE 368

BOOK 6695 PAGE 368  
EASEMENT DEED

FILED FOR RECORD  
AT REQUEST OF  
*City of Sunnyvale*

(Slope Easement)

OCT 9 12 33 PM 1964

OFFICIAL RECORDS  
SANTA CLARA COUNTY  
PAUL R. JELH  
RECORDER

GUY T. ATKINSON COMPANY, a Nevada Corporation,  
CORRANER CONSTRUCTION COMPANY, an Oregon Corporation,  
R. A. TRIPPEER, INC., a Nevada Corporation,

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

*PH*

Being a strip of land 15.00 feet in width contiguous to and northerly  
of the northerly line of Moro Drive contiguous to and easterly of the  
easterly line of Borregas Ave. contiguous to and southerly of the  
southerly line of Java Drive and contiguous to and westerly of the  
westerly line of Crossman Road the northerly, easterly, southerly and  
westerly line of which is being more particularly described as  
follows:

Beginning at the intersection of the center line of Borregas Ave. 66  
feet wide with the intersection of Java Drive 100 feet wide; thence  
from said point of beginning southwesterly along said center line of  
Borregas Ave. S. 14° 51' 05" W. 100.01 feet; thence leaving said center  
line at right angles thereto S. 75° 08' 55" E. 33.00 feet to a point on  
the easterly line of said Borregas Ave. said point being the true  
point of beginning of the herein described line:

Thence from said true point of beginning along the arc of a curve to  
the right whose tangent bears N. 14° 51' 05" E. having a radius of 50.00  
feet thru a central angle of 90° 00' 28" an arc length of 78.55 feet;  
thence S. 75° 08' 27" E. 1159.26 feet; thence along the arc of a tangent  
curve to the right having a radius of 950 feet thru a central angle  
of 39° 46' 21" an arc length of 659.45 feet; thence S. 35° 22' 06" E.  
271.222 feet; thence along the arc of a tangent curve to the right  
having a radius of 400.00 feet thru a central angle of 50° 14' 08" an  
arc length of 350.71 feet; thence S. 14° 52' 02" W. 180.37 feet; thence  
along the arc of a tangent curve to the left having a radius of  
483.00 feet thru a central angle of 30° 47' 51" an arc length of 259.62  
feet; thence S. 15° 55' 49" E. 19.62 feet; thence along the arc of a  
tangent curve to the right having a radius of 50.00 feet thru a  
central angle of 89° 39' 15" an arc length of 78.53 feet; thence  
S. 74° 03' 30" W. 2508.15 feet; thence along the arc of a tangent curve  
to the right having a radius of 50.00 feet thru a central angle of  
120° 47' 35" an arc length of 105.41 feet; thence N. 14° 51' 05" E.  
2405.28 feet to the point of beginning.

2720706 OCT 9 1964

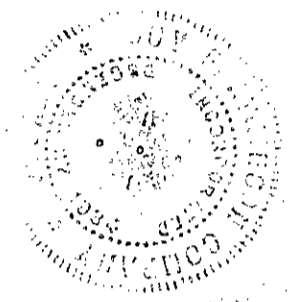
PERRY SCOTT, City Clerk

By *Flavio L. Leonard*  
Deputy City Clerk



Executed this 8<sup>th</sup> day of September, 1964.

BOOK 6695 PAGE 369



GUY F. ATKINSON COMPANY

By F. R. Bonner  
F. R. Bonner Vice President

By Donald K. Grant  
Donald K. Grant Assistant Secretary



OSTRANDER CONSTRUCTION COMPANY

By R. S. Kerr  
R. S. Kerr Vice President

By Donald K. Grant  
Donald K. Grant Assistant Secretary



R. A. TRIPPEER, INC.

By J. A. Henderson  
J. A. Henderson Vice President

By P. Kane  
Assistant Secretary

PERRY SCOTT, City Clerk

By Flavio W. Leonard  
Deputy City Clerk

2720706 OCT 9 1964

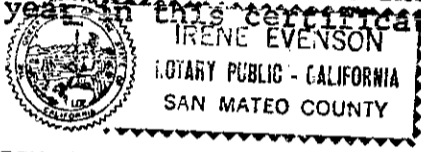


BOOK 6595 PAGE 370

STATE OF CALIFORNIA }  
COUNTY OF San Mateo } ss.

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

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

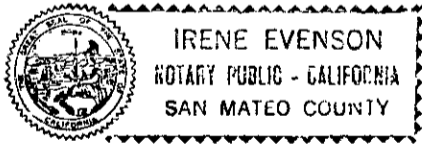


Irene Evenson  
Notary Public, State of California  
My commission expires: January 17, 1965

STATE OF CALIFORNIA }  
COUNTY OF San Mateo } ss.

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

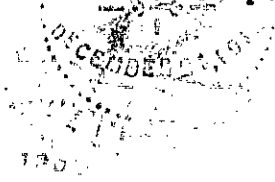
IN WITNESS WHEREOF I have hereunto set my hand and affixed  
my official seal in the County of San Mateo the day and  
year in this certificate first above written.



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

2720706 OCT 9 1964

PERRY SCOTT, City Clerk  
By F. Lawrence Leonard  
Deputy City Clerk



BOOK 6695 PAGE 371

STATE OF CALIFORNIA }  
COUNTY OF San Mateo } ss.

On this 8th day of September, 1964, before me  
IRENE EVENSON, a Notary Public, State of  
California, duly commissioned and sworn, personally appeared

J.A. Henderson and T.J. Kane  
known to me to be the Vice President and Assistant Secretary,  
respectively, of the corporation described in and that executed  
the within instrument, and also known to me to be the persons  
who executed the within instrument on behalf of the corporation  
therein named, and acknowledged to me that such corporation  
executed the same.

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



Irene Evenson  
Notary Public, State of California

My commission expires: January 17, 1965

2720706 OCT 9 1964

PERRY SCOTT, City Clerk

By Flora W. Leonard  
Deputy City Clerk



BOOK 6695 PAGE 372

CERTIFICATE OF ACCEPTANCE

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

DATED: September 30, 1964

CITY OF SUNNYVALE

By Thomas J. Tomlinson  
Director of Finance

2720706 OCT 9 1964

PERRY SCOTT, City Clerk

By Flora W. Leonard  
Deputy City Clerk

RECORDED

BOOK 6695 PAGE 373

RESOLUTION NO. 2256

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

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

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

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

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

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

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

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

NOES: Councilmen: None

ABSENT: Councilmen: Theller and Stout

APPROVED:

/s/ R. B. Gilmore  
Mayor Pro Tem

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

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

DATED: Sept 29-1964

PERRY SCOTT, City Clerk

By Flora Leonard  
Deputy City Clerk

2720706 OCT 9 1964

<https://sunnyvale.ca.gov/civicax/filebank/blobdload.aspx?BlobID=24002>

<https://sunnyvale.ca.gov/civicax/filebank/blobdload.aspx?BlobID=23625>

Future improvements along Gibraltar Drive involving bicycle/pedestrian pathway may be implemented as approved and directed by the City. [COA] [PUBLIC WORKS]

EP-3. UPGRADE OF EXISTING PUBLIC IMPROVEMENTS:

As part of the off-site improvement plan review and approval, any existing public improvements to be re-used by the project, which are not in accordance with current City standards and are not specifically identified in the herein project conditions (such as backflow preventers, sign posts, etc.), shall be upgraded to current City standards and as required by the Department of Public Works. [COA] [PUBLIC WORKS]

EP-4. BENCHMARKS:

The improvement plans shall be prepared by using City's latest benchmarks (NAVD88) available on City's website <https://sunnyvale.ca.gov/civicax/filebank/blobdload.aspx?BlobID=23803> Plans based on NGVD29 will not be accepted. [COA] [PUBLIC WORKS]

EP-5. EASEMENT ABANDONMENT:

The existing slope and public utility easements shall be abandoned prior to encroachment permit sign off. [COA] [PUBLIC WORKS]

EP-6. UTILITY CONNECTION:

This project requires connection to all City utilities or private utilities operating under a City or State franchise which provide adequate levels of service. [COA] [PUBLIC WORKS]

EP-7. UTILITY CONNECTION TO THE MAIN:

All sanitary sewer laterals connecting to the existing main line shall be at a new sanitary sewer manhole, or as directed by the Director of Public Works. All storm drain laterals connecting to the main shall be at a new storm drain manhole, except where a pipe to pipe connection is permitted if the mainline is 36" or larger, or a junction structure is permitted where the point of connection is within close vicinity of an existing down-stream manhole, or as directed by the Director of Public Works. Pursuant to City design standards, any new and retrofitted manholes require Sewpercoat, Mainstay or Sancon calcium aluminate cementitious mortar coating of the interior. [SDR] [PUBLIC WORKS]

EP-8. POTHOLING OF EXISTING DRY UTILITIES:

Concurrent with the initial submittal of off-site improvement plans, obtain an encroachment permit for potholing purposes to locate existing dry utilities. Use pothole information to identify possible conflict between the proposed location of City trees and existing

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF SUNNYVALE SUMMARILY VACATING A PORTION  
OF THE SLOPE EASEMENT LOCATED AT 212  
GIBRALTAR DRIVE**

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

WHEREAS, the City Council intends to summarily vacate a portion of a Public Service Easement (“Easement”), as more fully described in Exhibit A and as shown in Document Number 2720706, Book 6695, Page 368, Official Records with the Santa Clara County Recorder’s Office, attached hereto as Exhibit B; and

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

WHEREAS, on August 20, 2019, City Staff conditionally approved a design review permit (2018-7939) for the redevelopment of eight parcels with four, two-story buildings to be used for office and research and development totaling 400,199 square feet (the “Project”), and since the Project is being proposed within the existing Easement, the Project requires the partial abandonment of the Easement.

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

1. The City of Sunnyvale finds and determines that:
  - a) The Easement has been impassable for vehicular traffic for a period of five consecutive years; and
  - b) No public money was expended for maintenance on the slope easement; and
  - c) The Easement is not needed for present or prospective easement purposes; and
  - d) The public convenience and necessity does not require reservation of the portion of the Easement described in Exhibit A.

2. Based upon the findings made in Section 1 of this Resolution and the provisions of Section 8331 of the Streets and Highways Code, the City Council does hereby order that the Easement shall be and hereby is summarily vacated.
3. The City Council hereby authorizes and directs the City Clerk to record a certified copy of the resolution, attested by the City Clerk under seal, with the Santa Clara County Recorder's Office.
4. The portion of the Easement described in Exhibit A will no longer constitute a Slope Easement from and after the date of recordation of the documents identified in Section 3 of this Resolution.

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

AYES:  
NOES:  
ABSTAIN:  
ABSENT:  
RECUSAL:

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

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



EXHIBIT "A"

**PARTIAL VACATION OF A 15' SLOPE EASEMENT**

SITUATE in the City of Sunnyvale, County of Santa Clara, State of California, and described as follows:

BEING a portion of that certain slope easement described in Deed to the City of Sunnyvale and recorded October 9<sup>th</sup>, 1964 in Book 6695 of Official Records of Santa Clara County, at Page 368;

BEING ALSO a portion of Parcel 1 as shown on that certain Parcel Map recorded August 15, 1977 in Book 405 of Maps at Page 49, Santa Clara County Records, more particularly described as follows;

BEGINNING at the southwesterly corner of said Parcel 1, as shown on said Parcel Map;

1. Thence North 14°51'05" East, 179.28 feet along the westerly line of said Parcel 1 to the beginning of a tangent curve to the right;
2. Thence along said tangent curve, having a radius of 50.00 feet, through a central angle of 45°34'23", an arc length of 39.77 feet;
3. Thence leaving said westerly line, South 14°51'05" West, 214.99 feet to the most southerly line of said Parcel 1;
4. Thence along said southerly line, North 75°08'55" West, 15.00 feet to the POINT OF BEGINNING.

Containing an area of 3,059 square feet, more or less.

Being a portion of Santa Clara County Assessor's Parcel Numbers 110-34-014 per roll year 2020-2021.

Description prepared by BKF Engineers, in April, 2020.




As shown on plat entitled, "EXHIBIT B", attached hereto and by this reference made a part hereof.

Signed David Darling 4/14/20  
Dated





**LEGEND**

-  PROJECT PARCEL BOUNDARY
-  ADJACENT PARCEL BOUNDARIES
-  EXISTING SLOPE EASEMENT
- R1 RECORD DATA PER 405-PM-49

THIS IS A VACATION OF A PORTION OF A 15' SLOPE EASEMENT AS DESCRIBED BY THAT CERTAIN EASEMENT DEED FILED IN BOOK 6695 OF OFFICIAL RECORDS OF SANTA CLARA COUNTY, AT PAGE 368.

**GIBRALTAR DRIVE**  
(PUBLIC STREET)

N75°08'55"W 1191.53' R1'

N75°08'55"W 389.31' R1

R=50' R1  
Δ=90° R1  
L=78.54' R1

**PARCEL 1**  
405 M 49

APN 110-34-014



*David Darling*

**PORTION OF 15' SLOPE EASEMENT PER 6695 OR 368**  
**3,059 SF±**  
**TO BE VACATED HEREON**

N14°51'05"E 145.38' R1

**BORREGAS AVENUE**  
(PUBLIC STREET)

N14°51'05"E 179.28' R1

S14°51'05"W 214.99'

POINT OF BEGINNING

15.00'

N75°08'55"W 439.31' R1

CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH
C1	50.00'	45°34'23"	39.77'



**GRAPHIC SCALE**



K:\2018\180787\_GIBRALTAR MOFFETT PARK\_SV\SUR\DWG\BNDY\  
15' P.U.E.\_VACATION\_(RECORD).DWG

**EXHIBIT "B"**  
PLAT TO ACCOMPANY  
LEGAL DESCRIPTION



1730 N. FIRST STREET  
SUITE 600  
SAN JOSE, CA 95112  
408-467-9100  
www.bkf.com

Subject **PARTIAL EASEMENT VACATION**  
**15' SLOPE EASEMENT PER 6695 OR 368**

Job No. 20180787 SUNNYVALE, CA

By LRS Date 04-14-2020 Chkd. DSD

PAGE 1 OF 1

EXHIBIT B

*City Clerk Room 102  
City Hall  
Sunnyvale, Calif.*

2720706

2720706  
BOOK 6695 PAGE 368

BOOK 6695 PAGE 368  
EASEMENT DEED

FILED FOR RECORD  
AT REQUEST OF  
*City of Sunnyvale*

(Slope Easement)

OCT 9 12 33 PM 1964

OFFICIAL RECORDS  
SANTA CLARA COUNTY  
PAUL R. TEILH  
CLERK

GUY F. ATKINSON COMPANY, a Nevada Corporation,  
SEABRANDE CONSTRUCTION COMPANY, an Oregon Corporation,  
R. A. TRIPPEER, INC., a Nevada Corporation,

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

*PH*

Being a strip of land 15.00 feet in width contiguous to and northerly  
of the northerly line of Moro Drive contiguous to and easterly of the  
easterly line of Borregas Ave. contiguous to and southerly of the  
southerly line of Java Drive and contiguous to and westerly of the  
westerly line of Crossman Road the northerly, easterly, southerly and  
westerly line of which is being more particularly described as  
follows:

Beginning at the intersection of the center line of Borregas Ave. 66  
feet wide with the intersection of Java Drive 100 feet wide; thence  
from said point of beginning southwesterly along said center line of  
Borregas Ave. S. 14° 51' 05" W. 100.01 feet; thence leaving said center  
line at right angles thereto S. 75° 08' 55" E. 33.00 feet to a point on  
the easterly line of said Borregas Ave. said point being the true  
point of beginning of the herein described line:

Thence from said true point of beginning along the arc of a curve to  
the right whose tangent bears N. 14° 51' 05" E. having a radius of 50.00  
feet thru a central angle of 90° 00' 28" an arc length of 78.55 feet;  
thence S. 75° 08' 27" E. 1159.26 feet; thence along the arc of a tangent  
curve to the right having a radius of 950 feet thru a central angle  
of 39° 46' 21" an arc length of 659.45 feet; thence S. 35° 22' 06" E.  
271.22 feet; thence along the arc of a tangent curve to the right  
having a radius of 400.00 feet thru a central angle of 50° 14' 08" an  
arc length of 350.71 feet; thence S. 14° 52' 02" W. 180.37 feet; thence  
along the arc of a tangent curve to the left having a radius of  
483.00 feet thru a central angle of 30° 47' 51" an arc length of 259.62  
feet; thence S. 15° 55' 49" E. 19.62 feet; thence along the arc of a  
tangent curve to the right having a radius of 50.00 feet thru a  
central angle of 89° 39' 15" an arc length of 78.53 feet; thence  
S. 74° 03' 30" W. 2508.15 feet; thence along the arc of a tangent curve  
to the right having a radius of 50.00 feet thru a central angle of  
120° 47' 35" an arc length of 105.41 feet; thence N. 14° 51' 05" E.  
2405.28 feet to the point of beginning.

2720706 OCT 9 1964

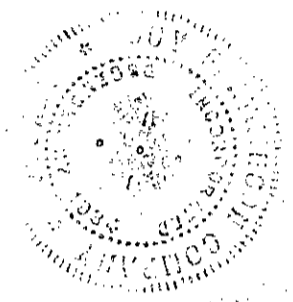
PERRY SCOTT, City Clerk

By *Flora W. Leonard*  
Deputy City Clerk



Executed this 8th day of September, 1964.

BOOK 6695 PAGE 369



GUY F. ATKINSON COMPANY

By F. R. Bonner  
F. R. Bonner Vice President

By Donald K. Grant  
Donald K. Grant Assistant Secretary



OSTRANDER CONSTRUCTION COMPANY

By R. S. Kerr  
R. S. Kerr Vice President

By Donald K. Grant  
Donald K. Grant Assistant Secretary



R. A. TRIPPEER, INC.

By J. A. Henderson  
J. A. Henderson Vice President

By P. Kane  
Assistant Secretary

PERRY SCOTT, City Clerk

By Flavio W. Leonard  
Deputy City Clerk

2720706 OCT 9 1964

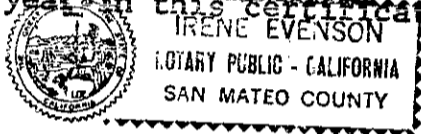
BOOK 6595 PAGE 370

STATE OF CALIFORNIA }  
COUNTY OF San Mateo } ss.

On this 8th day of September, 1964, before me  
IRENE EVENSON, a Notary Public, State of  
California, duly commissioned and sworn, personally appeared  
F. R. Bonner and Donald K. Grant

known to me to be the Vice President and ~~Assistant~~ Secretary,  
respectively, of the corporation described in and that executed  
the within instrument, and also known to me to be the persons  
who executed the within instrument on behalf of the corporation  
therein named, and acknowledged to me that such corporation  
executed the same.

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



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

STATE OF CALIFORNIA }  
COUNTY OF San Mateo } ss.

On this 8th day of September, 1964, before me  
IRENE EVENSON, a Notary Public, State of  
California, duly commissioned and sworn, personally appeared  
R. S. Ken and Donald K. Grant

known to me to be the Vice President and Assistant Secretary,  
respectively, of the corporation described in and that executed  
the within instrument, and also known to me to the the persons  
who executed the within instrument on behalf of the corporation  
therein named, and acknowledged to me that such corporation  
executed the same.

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



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

2720706 OCT 9 1964

PERRY SCOTT, City Clerk

By F. Lawrence Leonard  
Deputy City Clerk



BOOK 6695 PAGE 371

STATE OF CALIFORNIA }  
COUNTY OF San Mateo } ss.

On this 8th day of September, 1964, before me  
IRENE EVENSON, a Notary Public, State of  
California, duly commissioned and sworn, personally appeared

J.A. Henderson and T.J. Kane  
known to me to be the Vice President and Assistant Secretary,  
respectively, of the corporation described in and that executed  
the within instrument, and also known to me to be the persons  
who executed the within instrument on behalf of the corporation  
therein named, and acknowledged to me that such corporation  
executed the same.

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



Irene Evenson  
Notary Public, State of California

My commission expires: January 17, 1965

2720706 OCT 9 1964

PERRY SCOTT, City Clerk

By Flora W. Leonard  
Deputy City Clerk

BOOK 6695 PAGE 372

CERTIFICATE OF ACCEPTANCE

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

DATED: September 30, 1964

CITY OF SUNNYVALE

By Thomas J. Tomlinson  
Director of Finance

2720706 OCT 9 1964

PERRY SCOTT, City Clerk

By Flora W. Leonard  
Deputy City Clerk

RECORDED

BOOK 6695 PAGE 373

RESOLUTION NO. 2256

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

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

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

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

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

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

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

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

NOES: Councilmen: None

ABSENT: Councilmen: Theller and Stout

APPROVED:

/s/ R. B. Gilmore  
Mayor Pro Tem

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

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

DATED: Sept 29-1964

PERRY SCOTT, City Clerk  
By Flora Leonard  
Deputy City Clerk

2720706 OCT 9 1964



# City of Sunnyvale

## Agenda Item

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20-0721

Agenda Date: 9/15/2020

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### **REPORT TO COUNCIL**

#### **SUBJECT**

Adopt a Resolution Acknowledging Receipt of a Report From the Department of Public Safety Regarding Annual Fire and Life Safety Inspections Pursuant to Sections 13146.2 Through 13146.4 of the California Health and Safety Code

#### **BACKGROUND**

California Senate Bill 1205 (SB 1205) provides that fire departments must report to their city council yearly demonstrating compliance with the mandatory annual inspections of all public and private schools, hotels, motels, lodging houses and apartment houses. The law also provides that city councils must acknowledge receipt of the information by resolution or another similar formal document.

#### **EXISTING POLICY**

- Council Policy Goal 4.2C: Reduce the demand for fire suppression and hazardous materials response, reduce the severity of the incents and provide protection for the lives, welfare, and environment of people within the community.
- California Health and Safety Code 13146.2 requires all fire departments providing fire protection services to inspect annually all hotels, motels, lodging houses and apartment houses.
- California Health and Safety Code 13146.3 requires all fire departments providing fire protection services to inspect every building used as a public or private school within its jurisdiction no less than once each year.
- California Health and Safety Code 13146.4 requires every fire department that performs annual public and private school, hotel, motel, lodging house and apartment house inspections to report annually to the city council on its compliance with such annual inspections. The annual report to the council shall be acknowledged in a resolution or other similar formal document.

#### **ENVIRONMENTAL REVIEW**

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

#### **DISCUSSION**

The law requires the Department of Public Safety (DPS) to submit annually to the City Council its rate of compliance with inspections performed for public and private schools, hotels, motels, lodging houses and apartment houses. Adoption of the Resolution (Attachment 1) indicates the City Council’s



acknowledgment of receipt of the Department of Public Safety's report as set forth in California Health and Safety Code section 13146.4.

The attached Resolution provides DPS' rate of compliance for mandatory fire inspections for public and private schools, hotels, motels, lodging houses and apartment houses. In Sunnyvale, there are 32 public and private schools. During fiscal year 2019/2020, DPS completed annual inspections at all 32 public and private schools, a compliance rate of 100%. DPS attributes the rate of performance to strong collaboration with Sunnyvale schools and administrators.

There are 2,223 hotels, motels, lodging houses and apartment houses within the jurisdictional limits of the city. During fiscal year 2019/2020, DPS completed annual inspections at all 2,223 hotels, motels, lodging houses and apartment houses, a compliance rate of 100%. DPS believes its high rate of compliance is due to significant education and outreach with property owners and managers.

### **FISCAL IMPACT**

There is no additional fiscal impact associated with adoption of this Resolution. The Resolution seeks to communicate and acknowledge compliance rates with inspections previously mandated by state law and not obligate DPS to any additional programs or inspections.

### **PUBLIC CONTACT**

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

### **RECOMMENDATION**

Adopt a Resolution acknowledging receipt of a report from the Department of Public Safety regarding annual Fire and Life Safety Inspections pursuant to Sections 13146.2 through 13146.4 of the California Health and Safety Code.

Prepared by: Stephanie Huang, Assistant Fire Marshal

Reviewed by: Phan S. Ngo, Director, Public Safety

Reviewed by: Jaqui Guzmán, Deputy City Manager

Approved by: Kent Steffens, City Manager

### **ATTACHMENTS**

1. Resolution
2. Full text of Senate Bill No. 1205

DRAFT 7/24/2020 AA

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUNNYVALE ACKNOWLEDGING RECEIPT OF REPORTING FROM THE DEPARTMENT OF PUBLIC SAFETY REGARDING ANNUAL FIRE AND LIFE SAFETY INSPECTIONS PURSUANT TO SECTIONS 13146.2 THROUGH 13146.4 OF THE CALIFORNIA HEALTH AND SAFETY CODE**

WHEREAS, California Health & Safety Code Sections 13146.2 and 13146.3 requires all fire departments that provide fire protection services to perform annual inspections in every building used as public and private schools, hotels, motels, lodging houses and apartment houses, for compliance with building standards; and

WHEREAS, California Health & Safety Code Section 13146.4, enacted in 2018 by California Senate Bill 1205 (SB 1205) requires all fire departments that provide protection services to report annually to the administering authority on its compliance with Sections 13146.2 and 13146.3; and

WHEREAS, the City Council intends this Resolution to fulfill the requirements of the California Health & Safety Code regarding acknowledgement of the Sunnyvale Department of Public Safety's compliance with California Health & Safety Code Sections 13146.2 and 13146.3.

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

1. **EDUCATIONAL GROUP E OCCUPANCIES:** Within the city of Sunnyvale, there are 32 Group E occupancies, buildings, structures and/or facilities. These are generally described as public and private schools used by more than six persons at any one time for educational purposes through the 12th grade. During fiscal year 2019/2020, the Sunnyvale Department of Public Safety completed 32 Group E inspections, a compliance rate of 100% for this reporting period.
2. **RESIDENTIAL GROUP R OCCUPANCIES:** Within the city of Sunnyvale, there are 2223 Group R (and their associated sub-categories) occupancies, buildings, structures and/or facilities. These are generally described as hotels, motels, and apartments of three or more units. During fiscal year 2019/2020, the Sunnyvale Department of Public Safety completed 2223 Group R inspections, a compliance rate of 100% for this reporting period.

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

AYES:  
NOES:  
ABSTAIN:  
ABSENT:  
RECUSAL:

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

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

**Senate Bill No. 1205**

CHAPTER 854

An act to add Section 13146.4 to the Health and Safety Code, relating to fire protection.

[Approved by Governor September 27, 2018. Filed with Secretary of State September 27, 2018.]

LEGISLATIVE COUNSEL'S DIGEST

SB 1205, Hill. Fire protection services: inspections: compliance reporting.

Existing law requires the chief of any city or county fire department or district providing fire protection services and his or her authorized representatives to inspect every building used as a public or private school within his or her jurisdiction, for the purpose of enforcing specified building standards, not less than once each year, as provided. Existing law requires every city or county fire department or district providing fire protection services that is required to enforce specified building standards to annually inspect certain structures, including hotels, motels, lodging houses, and apartment houses, for compliance with building standards, as provided.

This bill would require every city or county fire department, city and county fire department, or district required to perform the above-described inspections to report annually to its administering authority, as defined, on the department's or district's compliance with the above-described inspection requirements, as provided. The bill would require the administering authority to acknowledge receipt of the report in a resolution or a similar formal document. To the extent this bill would expand the responsibility of a local agency, the bill would create a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

*The people of the State of California do enact as follows:*

SECTION 1. Section 13146.4 is added to the Health and Safety Code, to read:

13146.4. (a) Every city or county fire department, city and county fire department, or district required to perform an annual inspection pursuant

to Sections 13146.2 and 13146.3 shall report annually to its administering authority on its compliance with Sections 13146.2 and 13146.3.

(b) The report made pursuant to subdivision (a) shall occur when the administering authority discusses its annual budget, or at another time determined by the administering authority.

(c) The administering authority shall acknowledge receipt of the report made pursuant to subdivision (a) in a resolution or a similar formal document.

(d) For purposes of this section, “administering authority” means a city council, county board of supervisors, or district board, as the case may be.

SEC. 2. If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.



# City of Sunnyvale

## Agenda Item

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20-0807

Agenda Date: 9/15/2020

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### REPORT TO COUNCIL

#### SUBJECT

Adopt a Resolution Confirming a Local Emergency Order of the Director of Emergency Services Regarding Allowing Temporary Outdoor Business Activities on Private and Public Property in the City of Sunnyvale in Response to Public Health Concerns Because of the Novel Coronavirus (COVID-19)

#### DISCUSSION

On March 12, City Manager Kent Steffens declared a local health emergency pursuant to the authority granted to him as the Director of Emergency Services in Sunnyvale Municipal Code (SMC) Chapter 2.16 and applicable state law. The City Council ratified that proclamation on March 17 (Resolution No. 979-20), and extended the local emergency on April 7, May 26, July 14, and August 25 (Resolution Nos. 981-20, 994-20, 1010-20, and 1016-20). The Santa Clara County Department of Public Health issued its initial “shelter-in-place” order on March 16, with the effect of shuttering many businesses in the County such as hair salons, barbershops, nail salons, massage establishments and gyms.

SMC Section 2.16 040(a)(6)(A) empowers the Director of Emergency Services “[t]o make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency; provided, however, such rules and regulations must be confirmed at the earliest practicable time by the city council.”

Conditions have been evolving since the emergency was originally declared. On July 29, the California Department of Public Health provided guidelines by which personal care services may reopen operations outdoors. On August 28, the state of California released a new COVID-19 regulatory framework called the Blueprint for a Safer Economy providing that some indoor operations may resume at a reduced capacity so long as safety guidelines are implemented. However, Sunnyvale businesses have sought solutions from the City to expand operations outdoors in order to increase capacity and preserve health and safety of customers and employees.

In order to expedite such outdoor business options, the Director of Emergency Services issued an emergency order on September 2 (Attachment 1) suspending any portion of the SMC prohibiting or impairing temporary outdoor operations of business activities, including but not limited to Chapters 13.08 and 19.61, and Sections 19.46.110 and 9.41.140(a)(1). The purpose of suspending these sections of the SMC is to allow hair salons, barbershops, nail salons, massage establishments, general retail (except the sale of food), and fitness centers providing group fitness classes in outdoor space on private and public property to serve customers outside. The program also provides that the Director of Community Development or designee and the Public Works Director or designee is authorized to develop operational guidelines in order to effectuate the programs on private and public property respectively. Additionally, the City Manager/Director of Emergency Services’ order states that all fees associated with the programs shall be waived.

The Community Development Department (CDD) and Department of Public Works (DPW) streamlined the approval process for restaurants who wished to participate. CDD created a short checklist for business owners to submit to the City self-certifying property owner approval, compliance with County orders such as social distancing, and health and safety measures to protect customers and employees. Additionally, businesses are required to comply with the Americans with Disabilities Act (“ADA”). For uses on a public sidewalk, DPW modified its process to allow businesses to self-certify compliance and required similar ADA and social distancing requirements.

The program for outdoor uses on the public right of way does not include expanded business operations on public streets. To the extent that a business owner wanted to use a public roadway, including on-street parking stalls, for outdoor business activity, they would still be required to apply for and obtain an encroachment permit (subject to a case-by-case discretionary review), from the Department of Public Works, which includes payment of a fee, insurance, and a traffic control plan.

Staff anticipates that the program will be in place until a subsequent order by the City Manager/Director of Emergency Services or City Council, or until the local emergency is declared over. Staff recommends that Council adopt the attached resolution ratifying the emergency order pursuant to California Government Code Section 8634 and SMC Section 2.16.040(a)(6)(A).

Council’s adoption of the Resolution (Attachment 2) confirms and ratifies the actions taken by the Director of Emergency Services.

### **FISCAL IMPACT**

The City Manager/Director of Emergency Services has waived all fees associated with the program approval process. It is anticipated that any costs associated with staff time to review self-certification requests can be absorbed by the departments.

### **PUBLIC CONTACT**

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

### **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 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.

### **RECOMMENDATION**

Adopt a Resolution Ratifying the City Manager/Director of Emergency Services’ Order Regarding Temporary Outdoor Business Activities on Public and Private Property in the City of Sunnyvale.

Prepared by: Anais Martinez Aquino, Assistant City Attorney  
Reviewed by: John A. Nagel, City Attorney  
Reviewed by: Jaqui Guzmán, Deputy City Manager  
Approved by: Kent Steffens, City Manager

**ATTACHMENTS**

1. September 2, 2020 Local Emergency Order by the City of Sunnyvale City Manager/ Director of Emergency Services Regarding Temporary Outdoor Business Activities on Public and Private Property in the City of Sunnyvale.
2. Draft Resolution



**SEPTEMBER 2, 2020**

**LOCAL EMERGENCY ORDER  
BY THE CITY OF SUNNYVALE CITY MANAGER/DIRECTOR OF EMERGENCY SERVICES  
REGARDING TEMPORARY USE OF OUTDOOR AREAS BY BUSINESSES  
IN THE CITY OF SUNNYVALE**

WHEREAS, Government Code Section 8634 empowers the City of Sunnyvale ("City") and the Director of Emergency Services/City Manager to promulgate orders and regulations necessary for the preservation of life and property during the local emergency; and

WHEREAS, on March 12, pursuant to Chapter 2.16 of the Sunnyvale Municipal Code ("SMC"), the Director of Emergency Services declared the existence of a local emergency and the City Council ratified the same on March 17, 2020, and extended the Director of Emergency Services' proclamation on April 7, 2020 by Resolution No. 981-20, on May 26, 2020 by Resolution No. 994-20, on July 14, 2020 by Resolution No. 1010-20, and on August 25, 2020 by Resolution No. 1016-20; and

WHEREAS, the Santa Clara County Department of Public Health ("County") issued an order on March 16, 2020, followed by Executive Order N-33-20 on March 19, 2020 issued by the Governor of the State of California ("Governor"), requiring residents to Shelter in Place and which prohibited, among other things, indoor dining in restaurants, indoor personal care services such as hair salon and barbershop services, nail salons, and massage establishments, and indoor fitness centers; and

WHEREAS, on or about June 5, 2020, the County issued an updated order providing that restaurants may resume dine-in options outdoors; and

WHEREAS, on or about June 10, 2020, the Director of Emergency Services issued a local emergency order regarding temporary outdoor dining areas on private property in the City, suspending certain provisions of the SMC including permit requirements, parking, and consumption of alcohol viewable from the public right of way, as well as waiving all associated permit fees in order to allow for the expanded use of private property areas by restaurants in order to accommodate patrons who wish to dine outdoors; and

WHEREAS, on or about June 23, 2020, the Sunnyvale City Council confirmed the local emergency order by the Director of Emergency Services regarding temporary outdoor dining areas on private property by Resolution No. 1001-20; and

WHEREAS, on or about July 29, 2020, the California Department of Public Health provided updated guidance for outdoor personal care services, "COVID-19 Industry Guidance: Expanded Personal Care Services Provided Outdoors" providing that such operations are authorized to operate outdoors; and

WHEREAS, on August 28, 2020, the State of California released new COVID-19 regulatory framework called the Blueprint for a Safer Economy providing that hair salons, barbershops and

shopping malls that follow safety guidelines implemented by the County and State will be allowed to reopen indoors in a modified capacity beginning August 31, 2020; and

WHEREAS, indoor activities such as fitness centers, hair and nail salons, and restaurant dining have a direct effect on the safety of employees and members of the public, while economic viability of such establishments is increased by allowing additional service areas outdoors; and

WHEREAS, the health, safety, and welfare of Sunnyvale residents, businesses, visitors and staff is of utmost importance to the City and additional future measure may be needed to protect the community.

NOW, THEREFORE, THE DIRECTOR OF EMERGENCY SERVICES FOR THE CITY OF SUNNYVALE DOES HEREBY ORDER AS FOLLOWS:

SECTION 1. The Director of Emergency Services hereby suspends, to the extent necessary, any portion of the SMC prohibiting or impairing Temporary Use of Outdoor Areas by Businesses as further described in Exhibit A and Exhibit B to this Order, including but not limited to SMC Chapter 13.08 pertaining to business operations and encroachments on public sidewalks; SMC Chapter 19.61 pertaining to additional permit requirements for temporary unenclosed uses; SMC Section 19.46.110 pertaining to additional parking requirements for specified business uses; and SMC Section 9.41.140(a)(1) pertaining to the hours of operation for massage establishments.

SECTION 2. The Director of Emergency Services hereby adopts the Regulations Relating to Temporary Use of Outdoor Areas on Private Property and Regulations Relating to Temporary Use of Outdoor Areas on Public Property, attached as hereto Exhibit A and Exhibit B respectively. All establishments utilizing additional activities permitted in Exhibit A and Exhibit B must follow all provisions therein, as well as any and all applicable laws, orders, regulations, orders by the Governor, California Department of Public Health, Cal/OSHA, California Massage Therapy Council, California Board of Barbering and Cosmetology, and County ("orders"). In the event of a conflict in orders, the most restrictive order shall apply.

SECTION 3. This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the City of Sunnyvale, or any of its officials, employees, contractors, agents, or volunteers.

SECTION 4. This Order shall be in force and effect unless and until superseded by Ordinance or Resolution of the Sunnyvale City Council or by subsequent order of the Director of Emergency Services during the COVID-19 local emergency where the subsequent order expressly supersedes this order, or until such a date where the Director of Emergency Services or Sunnyvale City Council declare the local emergency has ended, whichever is sooner.

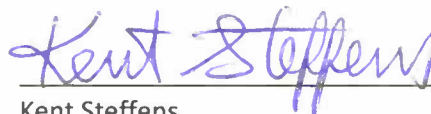
SECTION 5. Severability. If any section, clause, or other portion of this Order is for any reason to be held invalid or unconstitutional by any final, unappealable decision of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Order. Should the

State of California, Governor, County or Director of Emergency Services issue or modify any of the orders addressing business regulations or other matters covered by this Order, this Order shall be interpreted to the extent feasible in a manner consistent with such orders.

SECTION 6. Notice. This Order shall be noticed as required by California Government Code section 8634.

SECTION 7. The City Clerk shall certify to the adoption of this Order and shall cause a certified Order to be filed in the Office of the City Clerk.

Date: September 2, 2020



\_\_\_\_\_  
Kent Steffens  
Director of Emergency Services/City Manager

## Exhibit A

# Regulations Relating to Temporary Use of Outdoor Areas On Private Property

### Introduction – Program in Brief

On July 29, 2020, the California Department of Public Health provided new guidance for certain business sectors previously ordered closed due to the COVID-19 pandemic. Specifically, the new industry guidance provided that barbershops, hair salons, nail salons, and massage businesses (collectively “personal care services”) may reopen outdoors so long as certain health and safety criteria were met. On August 28, 2020, the State of California provided a new regulatory framework called the Blueprint for a Safer Economy providing that hair salons and shopping malls may reopen indoors in a modified capacity beginning August 31, 2020.

In order to effectuate the successful reopening of personal care services, as well as retail businesses, gyms and fitness centers providing group fitness classes, the City of Sunnyvale is providing regulations and guidelines (“Program”) to simplify a process by which space on private property immediately adjacent to the business may be used to expand outdoor business areas. The requirements for businesses opting to participate in this Program are as follows.

### Self-Certification Checklist

Under this Program, a business must self-certify compliance with all the following:

- Compliance with all orders, including orders from the Governor, State of California, California Department of Public Health, California Department of Consumer Affairs, Cal/OSHA, California Board of Barbering and Cosmetology, and Santa Clara County, as well as compliance with the Sunnyvale Municipal Code;
- Approval from the property owner indicating that the owner has approved an expansion into the private property for the business’ use; and
- Compliance with the Americans with Disabilities Act (or “ADA”).

The Community Development Director or designee is authorized to develop an operational self-certification form for business owners to effectuate the program pursuant to the emergency order.

### General Requirements

- The business owner must indemnify and hold the city harmless for all personal injury and/or property damage caused by the expansion of outdoor business area.
- The program is limited to an expansion of an existing, permitted business onto private property, such as a paved area or parking lot; however, may not expand into previously designated disabled parking stalls.
- Patron queuing must display tape or markings in intervals designed to ensure adequate social distancing, as outlined by the Santa Clara County Public Health Officer.
- Debris, litter, and waste from outdoor dining must be adequately disposed of. Outdoor business areas must remain clear of litter.

- Hours of operation for the outside business area are limited to the hours of operation for the associated business.
- The outdoor business area must provide sufficient ingress and egress for patrons and employees and in case of emergency.
- The operation must ensure minimal impact on storm drains.
- To the extent that the business opts to utilize outdoor heaters, certain health and safety requirements apply.
- There is no fee for review and approval of the self-certification for temporary outdoor uses on private property.

#### Outdoor Business Areas

- Expanded outdoor areas are limited to private property immediately adjacent to the previously approved use.
- Furnishings are limited to temporary and movable tables, chairs, benches, mirrors, umbrellas, temporary shade structures, merchandise display areas, cordless lighting, and LPG heaters.
- A business may not build a permanent structure as part of the outdoor business area under this program.
- Where the business is a stand-alone business without a shared parking lot, no more than fifty percent of parking spaces may be used for the outdoor business use, with parking spaces reserved for staff, customers, and curbside pickup.
- Where the business shares a parking lot in a shopping center, a maximum of fifty percent of the existing parking spaces serving the shopping center may be used for the outdoor business area collectively to be used by all tenants in the shopping center.
- Additional review by the Community Development Department may be required if the proposed outdoor operation constitutes a "large scale operation." A large scale operation arises where the tenants comprising more than half of the floor area of the existing commercial buildings propose outdoor uses on private property.
- The layout of furnishings must provide a clear passageway and provide for an emergency exit.

Businesses interested in Temporary Outdoor Dining Areas on Private Property may contact the Planning Division at [planning@sunnyvale.ca.gov](mailto:planning@sunnyvale.ca.gov).

## Exhibit B

# Regulations Relating to Temporary Use of Outdoor Areas On Public Property

### Introduction – Program in Brief

On July 29, 2020, the California Department of Public Health provided new guidance for certain business sectors previously ordered closed due to the COVID-19 pandemic. Specifically, the new industry guidance provided that barbershops, hair salons, nail salons, and massage businesses (collectively “personal care services”) may reopen outdoors so long as certain health and safety criteria were met. On August 28, 2020, the State of California provided a new regulatory framework called the Blueprint for a Safer Economy providing that hair salons and shopping malls may reopen indoors in a modified capacity beginning August 31, 2020.

In order to effectuate the successful reopening of personal care services, as well as retail businesses, gyms and fitness centers providing group fitness classes, the City of Sunnyvale is providing regulations and guidelines (“Program”) to simplify a process by which space on public sidewalks may be used to expand outdoor business areas. The requirements for businesses opting to participate in this Program are as follows.

### Self-Certification Checklist

Under this Program, a business must self-certify compliance with all of the following:

- Compliance with all orders, including orders from the Governor, State of California, California Department of Public Health, California Department of Consumer Affairs, Cal/OSHA, California Board of Barbering and Cosmetology, and Santa Clara County, as well as compliance with the Sunnyvale Municipal Code; and
- Compliance with the Americans with Disabilities Act (or “ADA”).

The Public Works Director or designee is authorized to develop an operational self-certification form for business owners to effectuate the program pursuant to the emergency order.

### General Requirements

- The business owner must indemnify and hold the city harmless for all personal injury and/or property damage caused by the expansion of outdoor business area.
- The program is limited to an expansion of an existing, permitted business onto the public right of way adjacent to their business, such as a paved sidewalk. Businesses opting to expand outdoors onto a public street may not use this program to do so. Businesses proposing expansion onto a public street must apply for and receive approval for an encroachment permit.
- Patron queuing must display tape or markings in intervals designed to ensure adequate social distancing, as outlined by the Santa Clara County Public Health Officer.
- Debris, litter, and waste from outdoor dining must be adequately disposed of. Outdoor business areas must remain clear of litter.
- Hours of operation for the outside business area are limited to the hours of operation for the associated business.

- There is no fee for review and approval of the self-certification for temporary outdoor business operations in the public right of way.

#### Outdoor Business Areas

- Business owners must conform to limitations on the furniture used for expanded outdoor operations on a public sidewalk. For instance, furniture must be located as close to the business front as possible. Furniture must be movable and properly secured to prevent danger to the public (e.g. locking casters). Any furniture placed on corners of the public sidewalk must conform to the City's vision triangle requirements.
- This Program does not include any proposed use on a public street. Any proposed use of a public roadway, including on-street parking stalls, is subject to a case-by-case discretionary review under an encroachment permit process, including the submission of a permit application, a traffic control plan, insurance requirements and application fee.

Businesses interested in Temporary Outdoor Business Operations in the Public Right of Way may contact Department of Public Works, Engineering Services at [pubworks@sunnyvale.ca.gov](mailto:pubworks@sunnyvale.ca.gov).

**DRAFT 9/3/2020 AA**

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUNNYVALE RATIFYING THE CITY MANAGER/DIRECTOR OF EMERGENCY SERVICES' ORDER ALLOWING TEMPORARY OUTDOOR BUSINESS ACTIVITIES ON PUBLIC AND PRIVATE PROPERTY IN THE CITY OF SUNNYVALE BECAUSE OF THE NOVEL CORONAVIRUS (COVID-19)**

WHEREAS, on March 12, 2020, the City Manager acting as the Director of Emergency Services proclaimed the existence of a local emergency within the City due to the novel coronavirus (COVID-19), a respiratory disease that may result in serious illness or death and is easily transmissible from person to person; and

WHEREAS, the City Council unanimously ratified and confirmed that proclamation of local emergency on March 17, 2020 by adopting Resolution No. 979-20; and

WHEREAS, the City Council reviewed and unanimously extended the proclamation of local emergency on April 17, 2020, May 26, 2020, July 14, 2020 and August 25, 2020 by adopting Resolution Nos. 981-20, 994-20, 1010-20, and 1016-20; and

WHEREAS, on July 29, 2020, the California Department of Public Health provided guidelines by which personal care services may reopen outdoors; and

WHEREAS, Sunnyvale businesses have sought solutions from the City to expand operations outdoors in order to increase capacity and protect the health and safety of customers and employees; and

WHEREAS, the City Manager/Director of Emergency Services issued a local emergency order on September 2, 2020 suspending any provision of the Sunnyvale Municipal Code ("SMC") prohibiting or impairing temporary outdoor operations of certain business activities, including but not limited to SMC Chapters 13.08 and 19.61, and Sections 19.46.110 and 9.41.140(a)(1), for the purpose of allowing hair salons, barbershops, nail salons, massage establishments, general retail (except the sale of food), and fitness centers providing group fitness classes an outdoor space on private and public property to serve customers outside; and

WHEREAS, the City Manager/Director of Emergency Services' September 2, 2020 local emergency order authorized the Community Development Director or designee and Public Works Director or designee to develop operational guidelines in order to effectuate the programs on private and public property respectively; and

WHEREAS, pursuant to SMC Section 2.16.040(a)(6)(A), any rules or regulations issued by the Director of Emergency Services during a state of local emergency must be confirmed at the earliest practicable time by the City Council.



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

1. The City of Sunnyvale hereby confirms the September 2, 2020 Local Emergency Order by the City of Sunnyvale City Manager/Director of Emergency Services Regarding Temporary Outdoor Business Activities on Public and Private Property in the City of Sunnyvale.
2. The Local Emergency Order may be in effect until subsequent order by the City Manager/Director of Emergency Services, or by ordinance or resolution of the City Council, or until the City Manager/Director of Emergency Services or the City Council declare the local emergency has ended, whichever is sooner.

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

AYES:  
NOES:  
ABSTAIN:  
ABSENT:  
RECUSAL:

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

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



# City of Sunnyvale

## Agenda Item

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20-0819

Agenda Date: 9/15/2020

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### REPORT TO COUNCIL

#### SUBJECT

Ratify the Appointments of Mayor Larry Klein and Vice Mayor Nancy Smith to the Santa Clara County Unhoused Task Force as the City of Sunnyvale Representatives

#### BACKGROUND & DISCUSSION:

In January, the Santa Clara County Board of Supervisors (BOS) approved the creation of an Unhoused Task Force. This Taskforce will address homelessness in the County with a focus on emergency, short-term and transitional housing. The Task Force is expected to work through June 2021 with appointment terms to last the duration of the Task Force existence.

The Task Force membership includes at least one mayor or councilmember from each of the 15 cities in Santa Clara County. Due to the urgent need to begin, the BOS requested that elected officials apply individually to the BOS. The BOS appointed Mayor Klein on August 11 and Vice Mayor Smith on September 1 as the City's representatives.

#### EXISTING POLICY

**Council Policy 7.4.12**, *Council Appointments to Intergovernmental Agencies*

#### 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.

#### FISCAL IMPACT

There is no fiscal impact associated with this report.

#### PUBLIC CONTACT

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

#### RECOMMENDATION

Staff makes no recommendation. By approval of the consent calendar, Council ratifies Mayor Klein and Vice Mayor Smith's Appointments to the Santa Clara County Unhoused Task Force as the City of Sunnyvale Representatives.

Prepared by: Jennifer Nuñez, Executive Assistant  
Reviewed by: Jaqui Guzmán, Deputy City Manager

Approved by: Kent Steffens, City Manager

**ATTACHMENTS**

1. Smith Appointment Letter and Details
2. Klein Appointment Letter and Details



# County of Santa Clara

Office of the Clerk of the Board of Supervisors

County Government Center, East Wing, 10<sup>th</sup> Floor  
70 West Hedding Street  
San Jose, California 95110-1770

(408) 299-5001 FAX 298-8460 TDD 993-8272

Megan Doyle  
Clerk of the Board

September 2, 2020

Nancy Smith

[REDACTED]  
Sunnyvale, CA 94086

**Subject: Appointment to Unhoused Task Force**

Dear Ms. Smith:

We are pleased to inform you that on **9/1/2020**, you were appointed by the Board of Supervisors to serve on the **Unhoused Task Force**. We thank you for your interest in serving our County.

Included in this packet:

- A section of the Brown Act** which applies to the “legislative bodies” of all local public agencies who are “elected” (in the case of Boards and commissions, appointed) but have not yet assumed the duties of the office and must observe the Brown Act nonetheless (government code section 54951, 54952). If you have questions regarding the Brown Act, please feel free to call and ask to speak to the Deputy Clerk who is assigned to your commission.
- County of Santa Clara Policy Against Discrimination Harassment and Retaliation
- County of Santa Clara Board of Supervisors Policy on Sexual Harassment
- Federal Equal Employment Opportunity Commission Guidelines on Sexual Harassment
- Guidelines for Filing Discrimination/Harassment Complaints and Complaint Form
- County of Santa Clara Policy on Diversity
- County of Santa Clara Family Care Expense Reimbursement Policy and Request Form

**State Mandated Ethics Training**

Pursuant to **California Government Code Section 53235**, as a member of a County Brown Act body, you must receive **two hours** of training in local government ethics within one year of assuming office and once every two years thereafter (often referred to as AB1234 ethics training). The County provides a bi-annual training during even-numbered years; notices are sent out to the County’s board and commission members once dates are set, but as an alternative the following option is currently available to meet the requirements for local government ethics training:

- The Fair Political Practices Commission (FPPC) offers **free online training** at <http://localethics.fppc.ca.gov/login.aspx>. This course requires that you log onto the FPPC’s website, review the course content materials, and take periodic tests to assure retention of the information. When you complete the online training, you will be able to print a copy of your Proof of Participation

Certificate. A copy of the signed certificate must be submitted to the Clerk of the Board. For those who choose this option, please be aware that the certificate will record how much time an individual spends to complete the online training. You must complete **at least 2 hours** of training time in order to be compliant with the training requirement. If an individual completes the online training in less than two hours, the certificate will reflect this, indicating that the individual has not completed the required amount of training. It is each official's responsibility to satisfy the two-hour ethics requirement. Therefore, if you choose to take the FPPC online course, we advise that you take your time and read through the materials as they appear on-screen and thoroughly review the questions in each section to insure you dedicate the required two hours to the online course.

Please note that other types of ethics trainings (e.g., State officials' training or other professional ethics classes) cannot be used to satisfy the AB 1234 ethics training requirement. It is extremely important that you are in compliance with the law.

The County is required to maintain records indicating the date you satisfied your training requirement, the entity that provided your training, and a copy of the Proof of Participation Certificate you received.

When you complete the training you will receive a Proof of Participation certificate, please sign the certificate, keep the original for your records and provide a copy certificate to the **Office of the Clerk of the Board, 70 W. Hedding, East Wing, Tenth Floor, Attn: Ethics Training, San Jose, CA 95110.** The certificates will be retained as public records for at least five years.

### **State Mandated Sexual Harassment Prevention Training**

Pursuant to California Government Code Section 53237, as a local agency official, you must receive two hours of training in sexual harassment prevention and education within six months of assuming office and once every two years thereafter. The law requires training and practical guidance regarding the federal and state statutory provisions concerning the prohibition against, and the prevention and correction of, sexual harassment, and the remedies available to victims of sexual harassment, as well as examples aimed at instructing local agency officials in the prevention of discrimination and retaliation. The County provides this training once every six months; notices are sent out to the County's board and commission members once dates are set. Currently, there is no online training option through our office.

Please note AB 1661 requires local agency officials to complete the same training that has been required for supervisory employees under AB 1825. If you have previously received Sexual Harassment Prevention training that meets the requirements of AB 1661 or AB 1825, you may submit a copy of your proof of participation certificate from that training to the Office of the Clerk of the Board, 70 W. Hedding, East Wing, Tenth Floor, San Jose, CA 95110. The certificate must include your name, date of training, name of training provider, and that the training met the requirements of Sexual Harassment Prevention training under AB 1825 (for supervisors) or AB 1661. It is important that you comply with the law. The County is required to maintain records indicating the date you satisfied your training requirement, the entity that provided your training, and a copy of the Proof of Participation Certificate you received. The certificates will be retained as public records for at least five years.

### **Parking Permit Information**

Commissioners who are not county employees may apply to receive an "A" **parking permit** to park in county parking lots. Members are not required to apply, however this permits enables the user to park in designated County parking lots. Permits are not required after 5:00 p.m. in lots at 70 W. Hedding and many other County buildings during normal business hours. If you wish to obtain a permit, please contact Les Clark at (408) 299-5001 for an application. Please return the completed, originally signed application form to the Office of the Clerk of the Board - Records Unit for processing.

If you have any questions, please contact the Records Unit at (408) 299-5001.

Sincerely,

*Les Clark*

Les Clark  
Deputy Clerk of the Board

**Cc: Unhoused Task Force**

## County of Santa Clara Board of Supervisors

Board/Commissions/Committee Appointment



### Unhoused Task Force

Seat Number: 18

Appointing Authority: District 2

Seat Type: **Permanent**

Term Length: 0

### APPOINTMENT DATE

09/01/2020 (New Appointment)

Expires on (none - seat is permanent)

### APPOINTEE

Nancy Smith

[REDACTED]

Sunnyvale, CA 94086

Main: [REDACTED]

Home: [REDACTED]

Email: [SmithCouncil@sunnyvale.ca.gov](mailto:SmithCouncil@sunnyvale.ca.gov)

Business: [REDACTED]

Cell: [REDACTED]

### INCUMBENT/FORMER COMMISSIONER

### SEAT QUALIFICATIONS

The Mayor or a City Council member from the City of Sunnyvale.



# County of Santa Clara

Office of the Clerk of the Board of Supervisors

County Government Center, East Wing, 10<sup>th</sup> Floor  
70 West Hedding Street  
San Jose, California 95110-1770

(408) 299-5001 FAX 298-8460 TDD 993-8272

Megan Doyle  
Clerk of the Board

September 4, 2020

Larry Klein

[REDACTED]  
Sunnyvale, CA 94086

**Subject: Appointment to Unhoused Task Force**

Dear Vice Mayor Klein:

We are pleased to inform you that on **8/11/2020**, you were appointed by the Board of Supervisors to serve on the **Unhoused Task Force**. We thank you for your interest in serving our County.

Included in this packet:

- A section of the Brown Act** which applies to the “legislative bodies” of all local public agencies who are “elected” (in the case of Boards and commissions, appointed) but have not yet assumed the duties of the office and must observe the Brown Act nonetheless (government code section 54951, 54952). If you have questions regarding the Brown Act, please feel free to call and ask to speak to the Deputy Clerk who is assigned to your commission.
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- Federal Equal Employment Opportunity Commission Guidelines on Sexual Harassment
- Guidelines for Filing Discrimination/Harassment Complaints and Complaint Form
- County of Santa Clara Policy on Diversity
- County of Santa Clara Family Care Expense Reimbursement Policy and Request Form

**State Mandated Ethics Training**

Pursuant to **California Government Code Section 53235**, as a member of a County Brown Act body, you must receive **two hours** of training in local government ethics within one year of assuming office and once every two years thereafter (often referred to as AB1234 ethics training). The County provides a bi-annual training during even-numbered years; notices are sent out to the County’s board and commission members once dates are set, but as an alternative the following option is currently available to meet the requirements for local government ethics training:

- The Fair Political Practices Commission (FPPC) offers **free online training** at <http://localethics.fppc.ca.gov/login.aspx>. This course requires that you log onto the FPPC’s website, review the course content materials, and take periodic tests to assure retention of the information. When you complete the online training, you will be able to print a copy of your Proof of Participation



Certificate. A copy of the signed certificate must be submitted to the Clerk of the Board. For those who choose this option, please be aware that the certificate will record how much time an individual spends to complete the online training. You must complete **at least 2 hours** of training time in order to be compliant with the training requirement. If an individual completes the online training in less than two hours, the certificate will reflect this, indicating that the individual has not completed the required amount of training. It is each official's responsibility to satisfy the two-hour ethics requirement. Therefore, if you choose to take the FPPC online course, we advise that you take your time and read through the materials as they appear on-screen and thoroughly review the questions in each section to insure you dedicate the required two hours to the online course.

Please note that other types of ethics trainings (e.g., State officials' training or other professional ethics classes) cannot be used to satisfy the AB 1234 ethics training requirement. It is extremely important that you are in compliance with the law.

The County is required to maintain records indicating the date you satisfied your training requirement, the entity that provided your training, and a copy of the Proof of Participation Certificate you received.

When you complete the training you will receive a Proof of Participation certificate, please sign the certificate, keep the original for your records and provide a copy certificate to the **Office of the Clerk of the Board, 70 W. Hedding, East Wing, Tenth Floor, Attn: Ethics Training, San Jose, CA 95110.** The certificates will be retained as public records for at least five years.

### **State Mandated Sexual Harassment Prevention Training**

Pursuant to California Government Code Section 53237, as a local agency official, you must receive two hours of training in sexual harassment prevention and education within six months of assuming office and once every two years thereafter. The law requires training and practical guidance regarding the federal and state statutory provisions concerning the prohibition against, and the prevention and correction of, sexual harassment, and the remedies available to victims of sexual harassment, as well as examples aimed at instructing local agency officials in the prevention of discrimination and retaliation. The County provides this training once every six months; notices are sent out to the County's board and commission members once dates are set. Currently, there is no online training option through our office.

Please note AB 1661 requires local agency officials to complete the same training that has been required for supervisory employees under AB 1825. If you have previously received Sexual Harassment Prevention training that meets the requirements of AB 1661 or AB 1825, you may submit a copy of your proof of participation certificate from that training to the Office of the Clerk of the Board, 70 W. Hedding, East Wing, Tenth Floor, San Jose, CA 95110. The certificate must include your name, date of training, name of training provider, and that the training met the requirements of Sexual Harassment Prevention training under AB 1825 (for supervisors) or AB 1661. It is important that you comply with the law. The County is required to maintain records indicating the date you satisfied your training requirement, the entity that provided your training, and a copy of the Proof of Participation Certificate you received. The certificates will be retained as public records for at least five years.

### **Parking Permit Information**

Commissioners who are not county employees may apply to receive an "A" **parking permit** to park in county parking lots. Members are not required to apply, however this permits enables the user to park in designated County parking lots. Permits are not required after 5:00 p.m. in lots at 70 W. Hedding and many other County buildings during normal business hours. If you wish to obtain a permit, please contact Les Clark at (408) 299-5001 for an application. Please return the completed, originally signed application form to the Office of the Clerk of the Board - Records Unit for processing.

If you have any questions, please contact the Records Unit at (408) 299-5001.

Sincerely,

*Les Clark*

Les Clark  
Deputy Clerk of the Board

**Cc: Unhoused Task Force**

## County of Santa Clara Board of Supervisors

Board/Commissions/Committee Appointment



### Unhoused Task Force

Seat Number: 19

Appointing Authority: District 2

Seat Type: **Permanent**

Term Length: 0

### APPOINTMENT DATE

08/11/2020 (New Appointment)

Expires on (none - seat is permanent)

### APPOINTEE

Larry Klein

[REDACTED]  
Sunnyvale, CA 94086

Main: [REDACTED]

Home: [REDACTED]

Email: [kleincouncil@sunnyvale.ca.gov](mailto:kleincouncil@sunnyvale.ca.gov)

Business: [REDACTED]

Cell: [REDACTED]

### INCUMBENT/FORMER COMMISSIONER

### SEAT QUALIFICATIONS

The Mayor or a City Council member from the City of Sunnyvale.



# City of Sunnyvale

## Agenda Item

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20-0047

Agenda Date: 9/15/2020

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### REPORT TO COUNCIL

#### SUBJECT

APPLICATION WITHDRAWN

**Proposed Project:** General Plan Amendment Initiation request to study changing the General Plan designation from Low Density Residential to Low-Medium Density Residential on a 0.94 acre site

**Location:** 640 Lakehaven Drive (APN: 110-16-040)

**File #:** 2020-7030

**Zoning:** R-0/PD (Low Density Residential/Planned Development)

**General Plan:** Low Density Residential

**Applicant / Owner:** GSJ &2 LLC

**Environmental Review:** The project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378(a).

**Project Planner:** Aastha Vashist, (408) 730-7458, avashist@sunnyvale.ca.gov

#### STAFF RECOMMENDATION

Application withdrawn. No action required.



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20-0651

Agenda Date: 9/15/2020

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### **REPORT TO COUNCIL**

#### **SUBJECT**

Award of Bid No. PW20-02 to Robert A. Bothman Construction for Fair Oaks Park Renovation & Enhancement and Magical Bridge Playground, Finding of California Environmental Quality Act (CEQA) Categorical Exemption, Approve Second Amendment to Consultant Services Agreement with Magical Bridge Foundation, and Approval of Budget Modification No. 6

#### **REPORT IN BRIEF**

Approval is requested for authorization for the City Manager to take certain actions related to the Fair Oaks Park Renovation & Enhancement and Magical Bridge Playground Project (Project No. PR-16-04) and for the City Council to Approve Budget Modification No. 6. Council approval is recommended as follows:

Take the following actions:

- Make a finding of California Environmental Quality Act (CEQA) categorical exemption pursuant to CEQA Guidelines Section 15301;
- Award a construction contract in substantially the same form as Attachment 2 to the report in the amount of \$16,300,000.00 to Robert A. Bothman Construction;
- Authorize the City Manager to execute the construction contract when all necessary conditions have been met;
- Approve a 10% construction contingency in the amount of \$1,630,000;
- Authorize the City Manager to execute a Second Amendment to a Consultant Services Agreement, in substantially the same form as Attachment 3 to the report, with Magical Bridge Foundation to increase the City's contribution to \$2,301,500 and the contract amount to a new not-to-exceed amount of \$4,591,500; and
- Approve Budget Modification No. 6 in the amount of \$3,399,392 to provide additional project funding.

#### **BACKGROUND AND DISCUSSION**

The Fair Oaks Park Renovation and Enhancement Project and Magical Bridge Playground Project were both created for the modernization and improvement of portions of Fair Oaks Park. The site chosen for the Magical Bridge Playground is within Fair Oaks Park and construction of both projects was expected to overlap, so the projects were put out to bid together as one project. The combined project will allow one contractor to schedule, coordinate and perform all necessary construction work, eliminating the need for coordination between contractors. The project provides for replacement of the athletic fields with the City's first synthetic turf fields, renovation of the picnic areas and park amenities, upgrades to existing lighting, addition of ADA improvements, replacement of basketball courts, and installation of a new restroom facility and parking lot.

Also, this project will incorporate an all-inclusive playground with equipment suitable for all park users, including children with various physical and cognitive abilities and the elderly. The playground was designed by the Magical Bridge Foundation (MBF).

A design contract was awarded by City Council in December 2017 to Verde Design for design and construction support services (RTC No. 17-1049) for the park renovation project. In addition, an Agreement was executed with the MBF for fundraising and design of an all-inclusive playground in Sunnyvale. City staff and the architect hosted a series of community meetings to review the objectives of the project and received input on desired design features of the new facility. A preferred conceptual design was created based on a combination of feedback from the community, input from City staff that will program and maintain the facility, and the Council approved goals for the Capital Projects (830340 and 832780). The preferred conceptual design was approved by Council on October 16, 2018 (RTC No. 18-0646) and detailed design, preparation of construction documents and permitting began. The final design includes improving the informal parking lot at the north end of the park near Britton Ave, installation of the first multi-use artificial turf sports field in Sunnyvale, a new prefabricated restroom and concession building at the north end of the park, improvements to the basketball courts, picnic areas, landscaping, and several other park amenities. In addition, two dog parks will be added near the skate park at the south end of the park.

As the project design progressed, the construction cost estimate was updated, and several adjustments were made by the design team in an attempt to keep construction costs in line with the budget while keeping true to the approved conceptual plan. While undergoing the lengthy PG&E service application process, construction costs increased beyond initial expectations so some adjustments to the project were made. Some cost saving decisions in the park project design include:

1. Reduce overall fence height at field perimeter and remove gates at selected areas
2. Reduce quantity of tables in picnic areas
3. Remove chain link roof from dugouts
4. Remove storage lockers from dugouts
5. Replace concrete behind softball field backstop with asphalt
6. Revise bleachers from elevated structure to prefabricated 5-row units
7. Resurface existing asphalt at basketball courts instead of remove and replace
8. Revise columnar pedestrian light product from Hess to concrete pole with top-mounted fixture
9. Remove scoreboards

Likewise, some features of the Magical Bridge Playground design were adjusted to keep costs in line with the project budget. These include:

1. Reduce the overall number of swings
2. Reduce the overall number of retreat huts
3. Remove the half-ball climbers

An Invitation for Bids was posted on the City's DemandStar public procurement network, distributed to the Bay Area Builder's Exchange and published on the City's website on May 1, 2020. Thirty-three (33) contractors requested bid documents and four responsive bids were publicly opened on June 3, 2020. Robert A. Bothman Construction was the lowest responsive and responsible bidder in the amount of \$16,300,000. The bid summary is contained in Attachment 1. Although the low bid exceeds the available budget for the combined project, an evaluation of the bids received

demonstrates that the lowest bid is approximately 9.7% below the next two lowest bids. Therefore, staff believes this is a competitive price and recommends approving the budget modification and awarding the contract.

In continuing to evaluate strategies to keep project costs in line with the originally approved budget, some value engineering cost saving ideas have been discussed with the contractor and could be implemented after the contract is awarded. If cost saving ideas are implemented, the proposed park features would continue to meet Council approved goals and will be constructed with quality materials. Funds not used during construction would be returned to the Park Dedication Fund.

The MBF has completed the services outlined in their agreement for the agreed upon fee up to this point, including reaching the target fundraising goal and completing design of the playground. The agreement includes fees for engineering services during construction to be paid upon opening the playground. Staff is requesting a second amendment to the agreement to increase the total City contribution for construction funding from \$1,960,000 to \$2,301,500 based on the low bid.

### **EXISTING POLICY**

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

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

Pursuant to Sunnyvale Charter Section 1305, at any meeting after the adoption of the budget, the City Council may amend or supplement the budget by motion adopted by affirmative votes of at least four members so as to authorize the transfer of unused balances appropriated for one purpose to another, or to appropriate available revenue not included in the budget.

### **ENVIRONMENTAL REVIEW**

The California Environmental Quality Act (CEQA) determination for this project is a categorical exemption pursuant to CEQA Guidelines Section 15301 for the minor alteration of existing facilities involving negligible or no expansion of the existing use.

### **FISCAL IMPACT**

Project costs consist of the construction contract in the amount of \$16,300,000 and a 10% construction contingency in the amount of \$1,630,000 for a total of \$17,930,000.

The low bid amount for the playground item exceeds the All-Inclusive Playground goal budget of \$4,348,650 and the Magical Bridge Foundation is unable to fundraise the additional amount needed to cover the cost of the playground. Therefore, staff is recommending that the City contribution (\$1,960,000 in Park Dedication Funds per RTC No. 18-0985) be increased by \$341,500 (for a total City contribution of \$2,301,500) to allow the project to move forward.

The Fair Oaks Renovation and Enhancement project costs are estimated at \$15,156,542, which exceeds the current budget of \$12,000,000 by \$3,156,542.

\$11,103 million in prior year carryover is available in Project 830340 for the Fair Oaks Park Renovation and Enhancement, and \$3,848,650 in Project 832780 for the All-Inclusive Playground Project. Budget Modification No. 6 has been prepared to appropriate \$3,399,392 in Park Dedication

funds as follows: \$242,850 to 832780 and \$3,156,542 to 830340 to fully fund these projects.

**Budget Modification No. 6  
FY 2020/21**

	<b>Current</b>	<b>Increase/ (Decrease)</b>	<b>Revised</b>
<b>Infrastructure Renovation and Replacement Fund - General Assets Sub-Fund</b>			
<u>Transfer In</u>			
Transfer from Park Dedication Fund	\$0	\$3,399,392	\$3,399,392
<u>Expenditures</u>			
All Inclusive Playground Project (832780)	\$3,848,650	\$242,850	\$4,091,500
Fair Oaks Renovation and Enhancement Project (830340)	\$11,101,811	\$3,156,542	\$14,258,353
<b>Park Dedication Fund</b>			
<u>Transfers Out</u>			
Transfer from Park Dedication Fund	\$0	\$3,399,392	\$3,399,392
<u>Reserves</u>			
Park Dedication Fund Capital Project Reserve	\$45,057,025	(\$3,399,392)	\$41,657,633

Funding Source

The Fair Oaks Park Renovation and Enhancement Project (830340) is funded by the Park Dedication Fund.

All-Inclusive Playground Project Budget (832780)

\$2,301,500	Park Dedication Fund
\$1,290,000	Magical Bridge Foundation Contribution
\$1,000,000	County of Santa Clara All-Inclusive Playground Grant
<b>\$4,591,500</b>	<b>Total</b>

**PUBLIC CONTACT**

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

**ALTERNATIVES**

1. Take the following actions:
  - Make a finding of California Environmental Quality Act (CEQA) categorical exemption pursuant to CEQA Guidelines Section 15301;



- Award a construction contract in substantially the same form as Attachment 2 to the report in the amount of \$16,300,000.00 to Robert A. Bothman Construction;
  - Authorize the City Manager to execute the construction contract when all necessary conditions have been met;
  - Approve a 10% construction contingency in the amount of \$1,630,000;
  - Authorize the City Manager to execute a Second Amendment to a Consultant Services Agreement, in substantially the same form as Attachment 3 to the report, with Magical Bridge Foundation to increase the City's contribution to \$2,301,500 and the contract amount to a new not-to-exceed amount of \$4,591,500; and
  - Approve Budget Modification No. 6 in the amount of \$3,399,392 to provide additional project funding.
2. Do not award the construction contract and other actions stated in Alternative 1.
  3. Take other action as determined by Council.

### **STAFF RECOMMENDATION**

Alternative 1:

Take the following actions:

- Make a finding of California Environmental Quality Act (CEQA) categorical exemption pursuant to CEQA Guidelines Section 15301;
- Award a construction contract in substantially the same form as Attachment 2 to the report in the amount of \$16,300,000.00 to Robert A. Bothman Construction;
- Authorize the City Manager to execute the construction contract when all necessary conditions have been met;
- Approve a 10% construction contingency in the amount of \$1,630,000;
- Authorize the City Manager to execute a Second Amendment to a Consultant Services Agreement, in substantially the same form as Attachment 3 to the report, with Magical Bridge Foundation to increase the City's contribution to \$2,301,500 and the contract amount to a new not-to-exceed amount of \$4,591,500; and
- Approve Budget Modification No. 6 in the amount of \$3,399,392 to provide additional project funding.

Prepared by: Gregory S. Card, Purchasing Officer

Reviewed by: Tim Kirby, Director of Finance

Reviewed by: Chip Taylor, Director of Public Works

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

### **ATTACHMENTS**

1. Bid Summary
2. Draft General Construction Contract
3. Draft Second Amendment to Consultant Services Agreement



7/7/2020

Bid Summary

Barbara Butler Artist - Builder Inc.	Magical Bridge Play Equipment Installation - \$1,144,732	Bjork Const	Building Renovation/Partial - \$402,889	Barbara Butler Artist Builder	Playhouse & Bridges - \$1,311,000	Spectra Turf	Poured in Place Rubber Surface - \$334,694
Rodan Builders	Renovation Maint. Building - \$364,000	Brown & Fessler	Electrical - \$1,945,148	Vintage Contractors	Basketball Court Surfacing - \$33,000	Astro Turf	Alternate 1 - \$1,835,939
Camblin Steel	Rebar - \$180,730			Carone & Company	Grading (Partial) - \$400,000	Shaw Sports	Alternate 2 - \$1,797,561

## DRAFT GENERAL CONSTRUCTION CONTRACT

THIS CONTRACT dated \_\_\_\_\_ is by and between the CITY OF SUNNYVALE, a municipal corporation of the State of California ("Owner") and ROBERT A BOTHMAN CONSTRUCTION, a California corporation ("Contractor").

### RECITALS:

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

**1. The Contract Documents.** The complete Contract consists of the following documents: Notice Inviting Bids; Instructions to Bidders; Performance Bond and Payment Bond; Guaranty; City of Sunnyvale Standard Specifications for Public Works Construction, 2006 Edition; City of Sunnyvale Standard Details for Public Works Construction, 2006 Edition; Plans and Specifications, "Fair Oaks Park Renovation & Enhancement and Magical Bridge Playground, Project No. PR-16-04, Invitation for Bids No. PW20-02", including four (4) Addenda; OSHA, and other standards and codes as outlined in the Specifications. These documents are all incorporated by reference. The documents comprising the complete contract are collectively referred to as the Contract Documents.

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

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

**2. The Work.** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete the project in a good and workmanlike manner. The work consist(s) of demolition of some existing park features followed by installation of underground utilities and site grading followed by construction of new site walkways, new synthetic turf field with lighting, baseball and softball backstops and dugouts, a new basketball court with fencing, a new all-inclusive playground area, a new restroom/concession building, picnic areas with tables and barbeques, a new parking lot off Britton Avenue with trash enclosure, expansion of the existing maintenance building, construction of dog park area, and site landscape improvements, followed by installation of site furnishings, as called for, and in the manner designated in, and in strict conformity with, the Plans and Specifications prepared by Verde Design and adopted by the Owner. These Plans and Specifications are entitled respectively, Fair Oaks Park Renovation & Enhancement and Magical Bridge Playground, Project No. PR-16-04.

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

**3. Contract Price.** The Owner agrees to pay and the Contractor agrees to accept, in full payment for the work above agreed to be done, the sum of Sixteen Million Three Hundred Thousand and No/100 Dollars(\$16,300,000.00) subject to final determination of the work performed and materials furnished at unit prices per "Exhibit A" attached hereto and incorporated by this reference, and subject to additions and deductions in accordance, as provided in the Documents and in accordance with Contract Documents.

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

**5. Inspection by Owner.** Contractor shall at all times maintain proper facilities and provide safe access for inspection by the Owner to all parts of the work, and to the shops wherein the work is in

preparation. Where the Specifications require work to be specially tested or approved, it shall not be tested or covered up without timely notice to the Owner of its readiness for inspection and without the approval thereof or consent thereto by the latter. Should any such work be covered up without such notice, approval, or consent, it must, if required by Owner, be uncovered for examination at the Contractor's expense.

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

**7. Time for Completion.** All work under this contract shall be completed before the expiration three hundred and five (305) working days from the date specified in the Notice to Proceed.

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

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

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

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

**10. Owner's Right to Withhold Certain Amounts and Make Application Thereof.** In addition to the amount which Owner may retain under Paragraph 21 until the final completion and acceptance of all work covered by the Contract, Owner may withhold from payment to Contractor such amount or amounts as in its judgment may be necessary to pay just claims against Contractor or any subcontractors for labor and services rendered and materials furnished in and about the work. Owner may apply such withheld amount or amounts to the payment of such claims in its discretion. In so doing Owner shall be deemed the agent of Contractor and any payment so made by Owner shall be considered as a payment made under

the Contract by Owner to the Contractor and Owner shall not be liable to Contractor for any such payment made in good faith. Such payment may be made without prior judicial determination of the claim or claims.

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

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

Contractor: Robert A Bothman Construction  
2690 Scott Blvd.  
Santa Clara, CA 95050

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

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

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

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

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

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

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

(b) General and Automobile Liability Insurance. Contractor, at its own cost and expense, shall maintain personal injury liability and property damage insurance for the period covered by the Contract in the amount of Five Million Dollars (\$5,000,000.00) per occurrence and Ten Million Dollars (\$10,000,000.00) annual aggregate combined single limit coverage. Such coverage shall include, but shall not be limited to, protection against claims arising therefrom, and damage to property resulting from activities contemplated under this Contract, use of owned automobiles, products and completed operations, including U, C and X. Such insurance shall be with insurers and under forms of policies satisfactory in all respects to the Owner and shall provide that notice must be given to Owner at least thirty (30) days prior to cancellation or material change. The following endorsements shall be attached to the policy:

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

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

**17. Hours of Work.** Eight hours of labor during any one calendar day and forty hours of labor during any one calendar week shall constitute the maximum hours of service upon all work done hereunder, and it is expressly stipulated that no laborer, worker, or mechanic employed at any time by the Contractor or by any subcontractor or subcontractors under this Contract, upon the work or upon any part of the work contemplated by this Contract, shall be required or permitted to work thereon more than eight hours during any one calendar day and forty hours during any one calendar week, except, as provided by Section 1815 of the Labor Code of the State of California, work performed by employees of contractors in excess of eight hours per day and forty hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay. It is further expressly stipulated that for each and every violation of Sections 1811-1815, inclusive, of the Labor Code of the State of California, all the provisions whereof are deemed to be incorporated herein, Contractor shall forfeit, as a penalty to Owner, twenty-five dollars (\$25.00) for each laborer, worker, or mechanic employed in the execution of this Contract by Contractor, or by any subcontractor under this Contract, for each calendar day during which the laborer, worker, or mechanic is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation

of the provisions of the Sections of the Labor Code.

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

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

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

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

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

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

**20. Contractor's Guarantee.** Owner shall not, in any way or manner, be answerable or suffer loss, damage, expense or liability for any loss or damage that may happen to the building, work, or equipment or any part thereof, or in, on, or about the same during its construction and before acceptance.



Contractor unqualifiedly guarantees the first-class quality of all workmanship and of all materials, apparatus, and equipment used or installed by Contractor or by any subcontractor or supplier in the project which is the subject of this Contract, unless a lesser quality is expressly authorized in the Plans and Specifications, in which event Contractor unqualifiedly guarantees such lesser quality; and that the work as performed by Contractor will conform with the Plans and Specifications or any written authorized deviations therefrom. In case of any defect in work, materials, apparatus or equipment, whether latent or patent, revealed to Owner within one year of the date of acceptance of completion of this Contract by Owner, Contractor will forthwith remedy such defect or defects without cost to Owner.

**21. Liquidated Damages.** Time shall be the essence of this Contract. If Contractor fails to complete, within the time fixed for such completion, the entire work mentioned and described and contracted to be done and performed, Contractor shall become liable to Owner for liquidated damages in the sum of one thousand and no/100 (\$1,000.00), for each and every calendar day during which work shall remain uncompleted beyond such time fixed for completion or any lawful extension thereof. The amount specified as liquidated damages is presumed to be the amount of damage sustained by Owner since it would be impracticable or extremely difficult to fix the actual damage; and the amount of liquidated damages may be deducted by Owner from moneys due Contractor hereunder, or its assigns and successors at the time of completion, and Contractor, or its assigns and successors at the time of completion, and its sureties shall be liable to Owner for any excess.

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

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

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

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

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

CITY OF SUNNYVALE  
a Municipal Corporation, Owner

ROBERT A BOTHMAN CONSTRUCTION  
Contractor

License No. 440332

By \_\_\_\_\_ / /  
City Manager Date

By \_\_\_\_\_  
\_\_\_\_\_/ /  
Title Date

Attest:  
City Clerk

By \_\_\_\_\_  
\_\_\_\_\_/ /  
Title Date

By \_\_\_\_\_ / /  
City Clerk Date

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_/ /  
City Attorney Date

**EXHIBIT A**

**BID SCHEDULE**

**BASE BID**

No.	Description	QTY	Unit	Unit Cost
1	Magical Bridge Playground Improvements	1	LS*	\$4,000,000.00
2	Fair Oaks Park Site Improvements	1	LS*	\$10,226,500.00
3	Synthetic Turf Playing Field – Base Bid: FieldTurf	1	LS*	\$1,997,000.00
4	Soil Offhaul and Disposal <b>(Revocable Bid Item)</b>	300	CY	\$80.00
5	Additive Cost for Contaminated Soil Offhaul and Disposal <b>(Revocable Bid Item)</b>	300	CY	\$175.00

**EXHIBIT B**

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

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

**SECOND AMENDMENT TO CONSULTANT SERVICES AND LICENSE AGREEMENT  
BETWEEN CITY OF SUNNYVALE AND MAGICAL BRIDGE FOUNDATION**

THIS SECOND AMENDMENT is entered into on \_\_\_\_\_, 2020, by the CITY OF SUNNYVALE, a municipal corporation (“CITY”), and the Magical Bridge Foundation (“Magical Bridge”), a California 501(c)(3) corporation, collectively referred to as “the Parties”.

**RECITALS**

On July 26, 2017, the Parties entered into a Consultant Services and License Agreement (“Agreement”) to design and construct an all-inclusive playground; and

In November 2018, the Parties entered into a First Amendment to the Consultant Services and License Agreement.

NOW, THEREFORE, the Parties agree as follows:

**1. Amendment to Section 1.1.** Section 1.1. of the Agreement shall be modified in its entirety to read:

Total Funding Goal. City will require an estimated four million five hundred ninety-one thousand dollars (\$4,591,000) to design and complete the Project; and

**2. Amendment to Section 1.2** Section 1.2 of the Agreement shall be modified in its entirety to read:

City Contribution. City has or will allocate \$2,301,500 for the Project (“City Contribution”); and

**3. Integration.** This Second Amendment contains the entire agreement between the parties with respect to its subject matter and supersedes whatever oral or written understanding they may have had prior to the execution of this Second Amendment. This Second Amendment shall not be amended or modified except by a written agreement executed by each of the parties. Except as specifically revised herein, all terms and conditions of the Agreement, and all prior amendments that do not conflict with this Second Amendment, if any, shall remain in full force and effect, and Magical Bridge shall perform all duties, obligations and conditions required under the Agreement.

**4. Inconsistencies.** In the event of any conflict or inconsistency between the provisions of this Second Amendment and the Agreement, and any prior amendment, if any, the provisions of this Second Amendment shall control in all respects.

**5. Ambiguities.** The parties have each carefully reviewed this Second Amendment and have agreed to each term of this Second Amendment. No ambiguity shall be presumed to be

construed against either party.

**6. Counterparts.** This Second Amendment may be executed by the parties in one or more counterparts all of which collectively shall constitute one document and agreement.

**7. Authority.** The person signing this Second Amendment for Magical Bridge hereby represents and warrants that he or she is fully authorized to sign this Second Amendment on behalf of Magical Bridge.

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

ATTEST:

CITY OF SUNNYVALE ("CITY")

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

By \_\_\_\_\_  
Kent Steffens, City Manager

APPROVED AS TO FORM:

Magical Bridge Foundation

\_\_\_\_\_  
Robert Boco, Sr. Assistant City Attorney

By \_\_\_\_\_  
Title \_\_\_\_\_



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20-0762

Agenda Date: 9/15/2020

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### REPORT TO COUNCIL

#### SUBJECT

**Proposed Project:** General Plan Amendment Initiation request to consider amending the General Plan designation from Commercial to Medium Density Residential on two sites totaling 1.2-acres.

**Location:** 1313 S. Wolfe Road (APN: 309-10-026 and 309-10-027)

**File #:** 2020-7031

**Zoning:** C-1 (Neighborhood Business)/PD (Planned Development)

**General Plan:** Commercial

**Applicant / Owner:** 4Terra Investments (applicant) / Desmond Family Real Estate Limited Partner (owner)

**Environmental Review:** The project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378(a).

**Project Planner:** Mary Jeyaprakash, (408) 730-7449, mjeyaprakash@sunnyvale.ca.gov

#### SUMMARY OF COMMISSION ACTION

The Planning Commission considered this item on August 10, 2020.

The Planning Commission voted 4-3 to forward to the City Council the staff recommendation to deny the General Plan Amendment Initiation request with the following modification to the staff report:

- Note that the correct references to the General Plan Land Use Map and Zoning Map on page 3 of the Report to Planning Commission should be Attachments 5 and 6 (instead of the incorrect references to Attachments 6 and 7).

The Planning Commission discussed the following issues regarding the request (see meeting minutes in Attachment 8): staff comments follow each item.

- The potential of vertical mixed use with residential on top of commercial or office.
  - Staff comment: The land use designation would need to be changed to a residential designation whether all residential or mixed-use with residential because residential is not allowed in a C-1 zoning designation.
- The differences between C-1 and C-2 zoning districts.
  - Staff comment: The C-1 zoning is for less intensive neighborhood-type commercial uses. For instance, the maximum height of a building in C-1 is 40 feet versus 75 feet for C-2. Also, a hotel is allowed with a Use Permit in the C-2 zone but not allowed in the C-1 designation.
- The applicability of creating a mixed-use combining district similar to the Village Center designation.
  - Staff comment: The Land Use and Transportation Element of the General Plan includes designation of seven different Village Centers in the City. If Council intended to

consider a new Village Center at the proposed location, staff recommends expanding the boundary to include the gas station to the north. There is also a Mixed Use Combining (MU) District which may be combined with the R-3, R-4 and R-5 zoning districts. There is a minimum lot size of two acres (the three C-1 properties south of Fremont Avenue only total 1.74 acres). This district requires a minimum commercial floor area ratio (FAR) of 10 percent.

Three members of the public spoke during the public comment portion of the hearing.

There were no public comments received after the first publication of the staff report and attachments, up to the hearing on August 10, 2020.

### **PUBLIC CONTACT**

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

### **ALTERNATIVES**

1. Approve the General Plan Amendment Initiation to consider amending the General Plan designation from Commercial to Medium Density Residential including a commercial component, per the applicant's proposal and Find that the Action is Exempt from CEQA Pursuant to CEQA Guidelines Section 15378(a).
2. Deny the General Plan Amendment Initiation to consider amending the General Plan designation from Commercial to Medium Density Residential including a commercial component, per the applicant's proposal.
3. Approve a General Plan Amendment Initiation to consider including High Density Residential or intensified commercial FAR with direction on the study parameters and Find that the Action is Exempt from CEQA Pursuant to CEQA Guidelines Section 15378(a).

### **STAFF RECOMMENDATION**

Alternative 2: Deny the General Plan Amendment Initiation request to consider amending the General Plan designation from Commercial to Medium Density Residential including a commercial component, per the applicant's proposal.

Sunnyvale is experiencing change in many areas of the City, and some change results in the loss or relocation of businesses utilized by community members. Any change to the General Plan must consider the services the community uses and the need to maintain a balanced economic base. This consideration must be balanced by the need for more housing in the City.

Staff finds that the City is doing an excellent job of planning for and increasing the housing numbers in the City. As noted in the report, there are over 5,000 net new residential units in the development pipeline in the city (Attachment 7) and another 7,800 units still possible under the currently adopted General Plan. In addition, over 7,000 housing units are being considered as part of area plan updates (e.g., Downtown, El Camino Real and Lawrence Station) and an unknown number in Moffett Park. Staff finds it important to maintain the C-1 zoning district, and the important uses within this district as they have limited ability to relocate to other zoning districts in the City.

Given the value to the community, limited number of properties with the Neighborhood Business

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designation, and the number of residential units currently in the pipeline, staff does not recommend the GPI request. Additionally, attention for future residential options should be focused on locations closer to transit.

If the City Council finds that a study is desirable, it should be noted that staff time available to work on the study is limited and that applications for projects that comply with existing zoning and general plan designations may delay the progress of any new GPA study.

Prepared by: Mary Jeyaprakash, Associate Planner  
Reviewed by: Amber Blizinski, Principal Planner  
Reviewed by: Andrew Miner, Planning Officer  
Reviewed by: Trudi Ryan, Director of Community Development  
Reviewed by: Teri Silva, Assistant City Manager  
Approved by: Kent Steffens, City Manager

### **ATTACHMENTS**

1. Report to Planning Commission 20-0276, August 10, 2020 (*without attachments*)
2. Applicant's Project Description and GPI Letter
3. Applicant's Conceptual Site Plan
4. Vicinity and Noticing Map
5. General Plan Map of Site and Vicinity
6. Zoning Map of Site and Vicinity
7. Recently Approved Large Residential Projects

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

8. Excerpt of Minutes of the Planning Commission Meeting of August 10, 2020



# City of Sunnyvale

## Agenda Item

20-0276

Agenda Date: 8/10/2020

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### REPORT TO PLANNING COMMISSION

#### SUBJECT

**Proposed Project:** General Plan Amendment Initiation request to consider amending the General Plan designation from Commercial to Medium Density Residential on two sites totaling 1.2-acres.

**Location:** 1313 S. Wolfe Road (APN: 309-10-026 and 309-10-027)

**File #:** 2020-7031

**Zoning:** C-1 (Neighborhood Business)/PD (Planned Development)

**General Plan:** Commercial

**Applicant / Owner:** 4Terra Investments (applicant) / Desmond Family Real Estate Limited Partner (owner)

**Environmental Review:** The project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378(a).

**Project Planner:** Mary Jeyaprakash, (408) 730-7449, mjeyaprakash@sunnyvale.ca.gov

#### BACKGROUND

General Plan Amendment Initiation (GPI) requests are considered on a quarterly basis through a recommendation from the Planning Commission and then action by the City Council. The process for considering a General Plan Amendment (GPA) begins with a written request from a property owner or applicant (Attachment 2). If the City Council approves the GPI, a formal application for a GPA may be filed by the property owner/applicant. The City Council must approve the GPA and related rezoning before the specific project is considered.

Staff received a GPI request from the applicant on January 15, 2020 requesting to change the General Plan designation for two commercial sites totaling 1.2 acres from Commercial to Medium Density Residential to allow a mixed-use project. For purposes of discussion regarding this GPI request, the applicant has submitted a site plan (Attachment 3) that shows conceptually how 27 three-story townhomes could be designed at a density of 22.5 dwelling units per acre in conjunction with a detached 2,000 sq. ft. commercial building on the site.

Staff understands the importance of balancing an increase in the housing supply in the City as well as the need to preserve neighborhood business sites for retail commercial shopping and service facilities within existing neighborhoods. Additionally, it is important to note that the City is taking several steps in other locations in the city to increase the number of units. The following are current and past efforts to increase the housing supply in the City:

- The 2017 Land Use and Transportation Element (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 approval of Planning permits, projects which

recently were approved, applications in building permit plan and projects under construction);

Several area plans located at significant transit locations are under review that will 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:

	2017 LUTE	Current Studies and Recent Amendments	TOTAL
Downtown Specific Plan	<i>included below</i>	750	750
Lawrence Station Area Plan	2,323	3,607	5,930
El Camino Real Specific Plan	4,200	2,700	6,900
Moffett Park Specific Plan	0	**	**
Village Centers	900		900
Elsewhere in City (includes DSP)	5,377		5,377
Pipeline	-5,000		
<b>TOTAL</b>	<b>7,800</b>	<b>7,057</b>	<b>&gt;14,857</b>

\*\*The Moffett Park Specific Plan update will consider allowing residential development in the plan area; however, the number of units to be studied has not been established

The City Council is scheduled to consider this General Plan Initiation request on September 15, 2020.

**EXISTING POLICY**

The General Plan is the primary policy plan that guides the physical development of the City. When used together with a larger body of City Council policies, it provides direction for decision-making on City services and resources. The 2017 adopted Land Use and Transportation (LUTE) Chapter within the General Plan created an integrated set of policies to guide land use, development, and transportation choices with a horizon year of 2035. The LUTE has several policies to improve the jobs-to-housing ratio, promote increases in housing development, support new office and industrial uses, and ensure coordinated development with community benefits. Finally, although some C-1 properties were anticipated to change from commercial to mixed-use in the LUTE adoption (Village Centers), the subject properties were not included.

**LAND USE AND TRANSPORTATION CHAPTER**

**Goal LT-4: An Attractive Community for Residents and Businesses**

*Policy LT-4.2:* Encourage nodes of interest and activity, public open spaces, well-planned development, mixed-use projects, signature commercial uses, and buildings and other desirable uses, locations, and physical attractions.

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**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-7.3:* Encourage the development of housing options with the goal that the majority of housing is owner-occupied.

**Goal LT-11: Supportive Economic Development Environment**

*Policy LT-11.3:* Promote business opportunities and business retention in Sunnyvale.

**Goal LT-12: A Balanced Economic Base**

*Policy LT-12.4:* Attract and retain a diversity of commercial enterprises and industrial uses to sustain and bolster the local economy and provide a range of job opportunities.

*Policy LT-12.5:* Encourage land uses that generate revenue while preserving a balance with other community needs, such as housing.

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

*Policy LT-14.8:* Ensure that development projects provide appropriate improvements or resources to meet the City's future infrastructure and facility needs, and provide development incentives that result in community benefits and enhance the quality of life for residents and workers.

**General Plan Land Use Map and Zoning**

The property has a General Plan designation of Commercial and has a base zoning of C-1. The C-1 zoning district allows for retail and commercial service types of uses. Except caretaker residences, ancillary to a permitted use, residential uses are not permitted. Attachments 6 and 7 include vicinity maps of General Plan land use and Zoning Districts of this area.

### **ENVIRONMENTAL REVIEW**

The decision to initiate a GPA study does not require environmental review under the California Environmental Quality Act (CEQA) because the mere initiation of a study does not constitute a project under CEQA pursuant to CEQA Guidelines Section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. If initiated, the proposed GPA and associated RZ would be subject to the provisions of CEQA.

### **DISCUSSION**

The two subject sites consist of a fast food chain, Wendy's, and a vacant parcel. The site is bounded by a gas station to the north, Cupertino Villas (condos) to the west, Olive Tree Apartments to the south, and the Wild Palms Hotel across Wolfe Road to the east. The surrounding land uses are summarized in Table 1 below:

**Table 1 - Surrounding Land Uses**

<b>Surrounding Parcels</b>	<b>Existing Uses</b>	<b>Zoning</b>	<b>General Plan Designation</b>
<b>North</b>	Gas Station	C-1 (Neighborhood Business)	COM (Commercial)
<b>West</b>	Multi-family Dwelling (Condos)	R-4 (High Density Residential)	RHI (High Density Residential)
<b>South</b>	Multi-family Dwelling (Apartments)	R- 3 (Medium Density Residential)	RMED (Medium Density Residential)
<b>East</b> (across South Wolfe Road)	Hotel	C-2 (Highway Business)	CMU (Corridor Mixed Use)

See Attachment 5 for the General Plan Map and Attachment 6 for Zoning Map showing the site and vicinity.

**Applicant’s Request**

The applicant proposes a mixed-use development with retail and residential development at an R-3 density. The proposed residential density is defined as Medium Density Residential in the General Plan. According to the applicant’s letter (Attachment 2), they, “originally looked at developing neighborhood commercial but after canvassing neighbors . . . and anticipating concerns over increased traffic, felt that a mixed-use project . . . is the best fit for the neighborhood.” Should the Council initiate this request, and ultimately allow the GPA, a rezoning from C-1/PD to R-3/PD would be studied for the two parcels.

The applicant submitted a conceptual project proposal to illustrate the requested land use potential (Attachment 3), with a residential designation. The proposal depicts 27 three-story townhomes at a density of 22.5 dwelling units per acre and a detached commercial building of 2,000 sq. ft. The

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applicant's preliminary design proposal considers a three-story massing along S. Wolfe Road with building heights reaching up to 33-feet.

### **Staff Review**

The General Plan and zoning for the City seek a balance of the types of uses needed for the community to be well served. Considerations for changing the General Plan are typically reserved for situations where there is an imbalance of uses or a need not anticipated at the time the General Plan was adopted. In the subject request case, a key aspect to consider is whether the City has enough properties with a neighborhood commercial designation, and if the need for housing is greater than the need for uses that support housing and other uses in the City.

The City has a long-standing record of increasing the number of housing units in the City; updates to area plans near quality transit options support that commitment. The City also has strived to maintain a balance of land uses in the City. The City has over 5,000 housing units that are either under review, approved, in building plan check, or under construction. The types of units range from single family homes to multifamily projects in all sizes, densities, and income levels. Currently, Sunnyvale is on target to meet the total housing unit goals outlined in the Housing Element of the General Plan. Attachment 7 contains a list of the most recently approved residential projects - it does not include those under review or planned as part of area plan updates.

The two subject sites are surrounded by residential and commercial uses. Though the applicant indicates that mixed-use development is a viable use, the proposal would remove the potential for development of the entire site with neighborhood businesses to serve the surrounding neighborhoods. Additionally, there are a limited number of C-1 sites in Sunnyvale; therefore, it is important to consider retaining that designation in order to keep some local trips (which can also be accessed by foot or bicycle) within a resident's existing neighborhood.

Additionally, the property is currently limited to two access points on the Wendy's site and none for the vacant site, with all access to the properties from Wolfe Road. The undeveloped property does not have direct driveway access to Wolfe Road, mainly due to an existing bus duck-out and stop along the Wolfe Road frontage of the vacant property. Any future commercial use on the vacant property would benefit from access through an adjacent property. If a GPA is approved, staff will work with the applicant on a reconfiguration of the preliminary site layout to modify the driveway locations.

### **Residential Options to Consider**

If the Council decides to allow the GPA application for these sites, direction should be given on the residential study parameters. The two subject sites are adjacent to Medium Density Residential and High-Density Residential uses. In addition to Medium Density Residential (RMED 14-27 dwelling units per acre), High Density Residential (RHI 27-45 dwelling units per acre) may also be considered for the sites as either zoning designation would be consistent with surrounding residential uses. The potential range of units within the two possible study densities would range from 29 to 43 units; however, opportunities to increase those numbers may be available through the City's Below Market Rate program, the State's density bonus allowances or Green Building Program incentives

The following densities and number of dwelling units could be considered for the Medium and High-Density residential zoning designation for the subject sites.

Zoning District	Zoning Max. Units/Acre	Max. Units Allowed (for Subject Sites)
R-3 (medium)	27	29
R-4 (high)	45	43

*Medium Density Residential*

Townhomes, apartments, and condominiums are typical within the Medium Density Residential General Plan designation. Medium density neighborhoods and developments are appropriate along arterials and residential collector streets and may also be located near industrial or commercial areas.

*High Density Residential*

This designation also provides for densities consistent with apartments or condominiums but at higher densities than the medium density designation. High density neighborhoods and developments are typically located next to expressways, major arterial roads, or freeways. The primary purpose of this designation is to provide for high-density residential uses.

*Mixed Use Residential and Commercial*

High Density Residential zoning districts allows (but do not require) retail. If mixed combining district (MU) is considered (and could be combined with R-3, R-4, or R-5 zoning districts), then at least 10% FAR (or up to 25% FAR) of commercial uses must be provided.

**Commercial Study Option Parameters**

In addition to choosing study parameters for residential uses, staff would need direction from the Council on the GPA study, if allowed, for the appropriate minimum FAR for commercial uses in the mixed-use development. The closest and most relevant General Plan Designation for mixed-use development with commercial and residential uses is the Village Mixed-Use, which requires a minimum of 10% FAR for commercial uses, up to a maximum of 25%. All of the designated Village Mixed use areas are at least 4 acres in size. The applicant’s preliminary design proposal includes a 2,000 sq. ft. detached commercial building on two lots totaling 52,499 sq. ft., or 3.8% FAR. One option would be to allow the residential, but in conjunction with a larger commercial component of at least 10%, or 5,250 sq. ft.

**Economic Development Impact**

Of all types of commercial space, retail is by far the most location sensitive. As such, it is critically important to retain retail zoned properties located on major streets such as Wolfe Road. Businesses located on Wolfe Road benefit from the visibility offered to the many drivers using the road daily. Retail businesses prefer to locate on busy roads such as arterials versus local roads. Residential uses do not necessarily need to locate on major roads and are able to locate on less traveled streets (although higher density residential uses can be successfully located on major roads). The City’s existing commercially zoned properties accommodate a wide range of businesses and are an important source of space for small businesses, such as restaurants. To protect the availability of commercially zoned properties, the City should preserve its commercially zoned properties to retain these uses. If the City allows too extensive conversion from commercial to residential, the City’s existing commercial businesses are forced to move out of the City as they are unable to find an appropriate location.

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20-0276

Agenda Date: 8/10/2020

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### **FISCAL IMPACT**

There are no fiscal impacts associated with a GPI request.

### **PUBLIC CONTACT**

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

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

- Published in the *Sun* newspaper
- Posted on the City of Sunnyvale's Web site
- Agenda posted on the City's official notice bulletin board
- Notices mailed to property owners and tenants within 300 feet

See Attachment 4 for Vicinity and Noticing Map.

### **ALTERNATIVES**

Recommend that the City Council:

1. Initiate a General Plan Amendment study to analyze amending the General Plan designation from Commercial to Medium Density Residential including a commercial component, per the applicant's proposal and Find that the Action is Exempt from CEQA Pursuant to CEQA Guidelines Section 15378(a).
2. Deny the General Plan Amendment Initiation request to consider amending the General Plan designation from Commercial to Medium Density Residential to allow mixed use residential and commercial.
3. Initiate a General Plan Amendment study to include High Density Residential or intensified commercial FAR with direction on the study parameters and Find that the Action is Exempt from CEQA Pursuant to CEQA Guidelines Section 15378(a).

### **STAFF RECOMMENDATION**

Recommend to the City Council: Alternative 2: Deny the General Plan Amendment Initiation request to consider amending the General Plan designation from Commercial to Medium Density Residential to allow mixed use residential and commercial and Find that the Action is Exempt from CEQA Pursuant to CEQA Guidelines Section 15378(a).

Sunnyvale is experiencing change in many areas of the city, and some change results in the loss or relocation of businesses utilized by community members. Any change to the General Plan must consider the services the community uses and the need to maintain a balanced economic base. This consideration must be balanced by the need for more housing in the city.

Staff finds that the City of Sunnyvale is doing an excellent job of planning for and increasing the housing numbers in the city. As noted in the report, there are over 5,000 net new residential units in the development pipeline in the city (Attachment 7) and another 7,800 units still possible under the currently adopted General Plan. In addition, over 7,000 housing units are being considered as part of area plan updates (Downtown, El Camino Real and Lawrence Station) and an unknown number in Moffett Park. Staff finds it important to maintain the C-1 zoning district, and the important uses within this district as they have limited ability to relocate to other zoning districts in the City.

Given the value to the community, limited number of properties with the Neighborhood Business



**20-0276**

**Agenda Date: 8/10/2020**

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designation, and the number of residential units currently in the pipeline, staff does not recommend the GPI request. Additionally, attention for future residential options should be focused on locations closer to transit.

If the City Council finds that a study is desirable, it should be noted that staff time available to work on the study is limited and that applications for projects that comply with existing zoning and general plan designations may delay the progress of any new GPA study.

Prepared by: Mary Jeyaprakash, Associate Planner  
Reviewed by: Amber Blizinski, Principal Planner  
Reviewed by: Andrew Miner, Planning Officer  
Reviewed by: Trudi Ryan, Director of Community Development  
Reviewed by: Teri Silva, Assistant City Manager  
Approved by: Kent Steffens, City Manager

**ATTACHMENTS**

1. *Reserved for Report to Council*
2. Applicant's Project Description and GPI Letter
3. Applicant's Conceptual Site Plan
4. Vicinity and Noticing Map
5. General Plan Map of Site and Vicinity
6. Zoning Map of Site and Vicinity
7. Recently Approved Large Residential Projects

## Project Description Letter

### Overview:

Working with the existing owner, the applicant seeks a zoning adjustment to allow the development of 27 three-story townhomes and a standalone 2,000 square foot commercial building. The applicant originally looked at developing neighborhood commercial but after canvassing the surrounding properties (mix of commercial and residential uses) and anticipating concerns over increased traffic, felt that a mixed-use lower density project is the best fit for the neighborhood.

### Project Background:

The project site extends along S. Wolfe Road near the southwest corner of S. Wolfe and E. Fremont Avenue. The site is composed of two parcels and is approximately 1.2 acres in size. One of the parcels is a Wendy's drive thru while the other has remained an empty lot. The site is currently zoned C-1/PD.

The proposed project aims to deliver 27 three-story townhomes and a standalone 2,000 square foot commercial building, which applicant anticipates containing a neighborhood serving retail tenant (employee count and hours of operation yet to be determined).

### Scheduling:

Due to scheduling conflicts, the applicant will not be able to attend the January 29<sup>th</sup> PRC meeting. If it can be accommodated, the applicant would appreciate rescheduling to the February 19<sup>th</sup> PRC meeting.

**PLANNING INFORMATION**

ADDRESS:	1313 S. WOLFE RD., SUNNYVALE, CA	PROVIDED
APN:	309-10-026 & 309-10-026	
LOT AREA:	52,499 SF (1.2 ACRES)	
LOT COVERAGE:		18,803/52,499 = 36%
HEIGHT LIMIT:		33'-0", 3 STORIES
FAR:		52,409SF/52,499SF = 0.998
EXISTING BUILDING AREA:	1,388 SF	
TOTAL BUILDABLE AREA:	35,721 SF	18,803 SF
MIN. OPEN SPACE:	N/A	11,175 SF
PERVIOUS SURFACE AREA:	24,099 SF	16,940 SF
IMPERVIOUS SURFACE AREA:	24,174 SF	12,129 SF
SETBACKS:		FRONT = 15'-0" AT RESIDENTIAL / 22'-0" AT RETAIL SIDE = 14'-4 3/4" + 10'-0" REAR = 15'-0"
MIN. PARKING:		
RESIDENTIAL (IN UNIT GARAGES)	2 STALLS PER UNIT = 2 x 27 UNITS = 54 STALLS	54 STALLS (IN UNIT GARAGES)
UNASSIGNED/GUEST	0.4 STALL PER UNIT = 0.4 x 27 UNITS = 11 STALLS	5 STALLS
RETAIL	4 STALLS/1000 SF = (1911SFx4)/1000SF = 8 RETAIL STALLS (TO BE INCLUDED IN TOTAL UNASSIGNED)	6 STALLS
ACCESSIBLE	1 STALL PER 1-25 STALLS = 1 ACC. STALL (TO BE INCLUDED IN TOTAL UNASSIGNED)	1 STALL
LOADING BERTH	NOT REQUIRED IF <15 STALLS PROVIDED	
TOTAL PARKING:	65 STALLS	65 STALLS
MIN. BICYCLE PARKING:		
RESIDENTIAL	1 SPACE PER 4 UNITS = 27 UNITS/4 = 7 SPACES	8 SPACES (1 BIKE RACK)
RETAIL	5% OF PROVIDED RETAIL PARKING STALLS = 6 x 0.05 = 1 SPACES 8 SPACES	6 SPACES (1 BIKE RACK)
TOTAL BICYCLE PARKING:		14 SPACES
CONSTRUCTION TYPE:	V-A	
PROPOSED OCCUPANCY:	R-2, M	

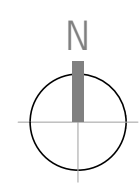
PROJECT GROSS AREA	
FIRST FLOOR	
GARAGE	16803
RETAIL	2000
SECOND FLOOR	
RESIDENTIAL	16803
THIRD FLOOR	
RESIDENTIAL	16803
TOTAL GROSS AREA	52409

**DRAWING INDEX**

- ARCHITECTURAL
- A0.0 PROJECT STATISTICS
- A1.0 SITE/ROOF PLAN
- A2.0 FIRST FLOOR
- A3.0 ISOMETRIC - NW



PROJECT SITE



1/15/2020 11:55:20 AM

**PROJECT STATISTICS**

01/15/2020



1313 S. WOLFE RD, SUNNYVALE, CA

**A0.0**

KAVA MASSIH ARCHITECTS  
920 Grayson Street | Berkeley, CA 94710  
95 Federal Street | San Francisco, CA 94107  
KMA PROJECT NO. XXXX



1/15/2020 11:39:53 AM

SITE/ROOF PLAN

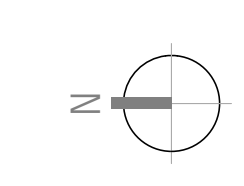
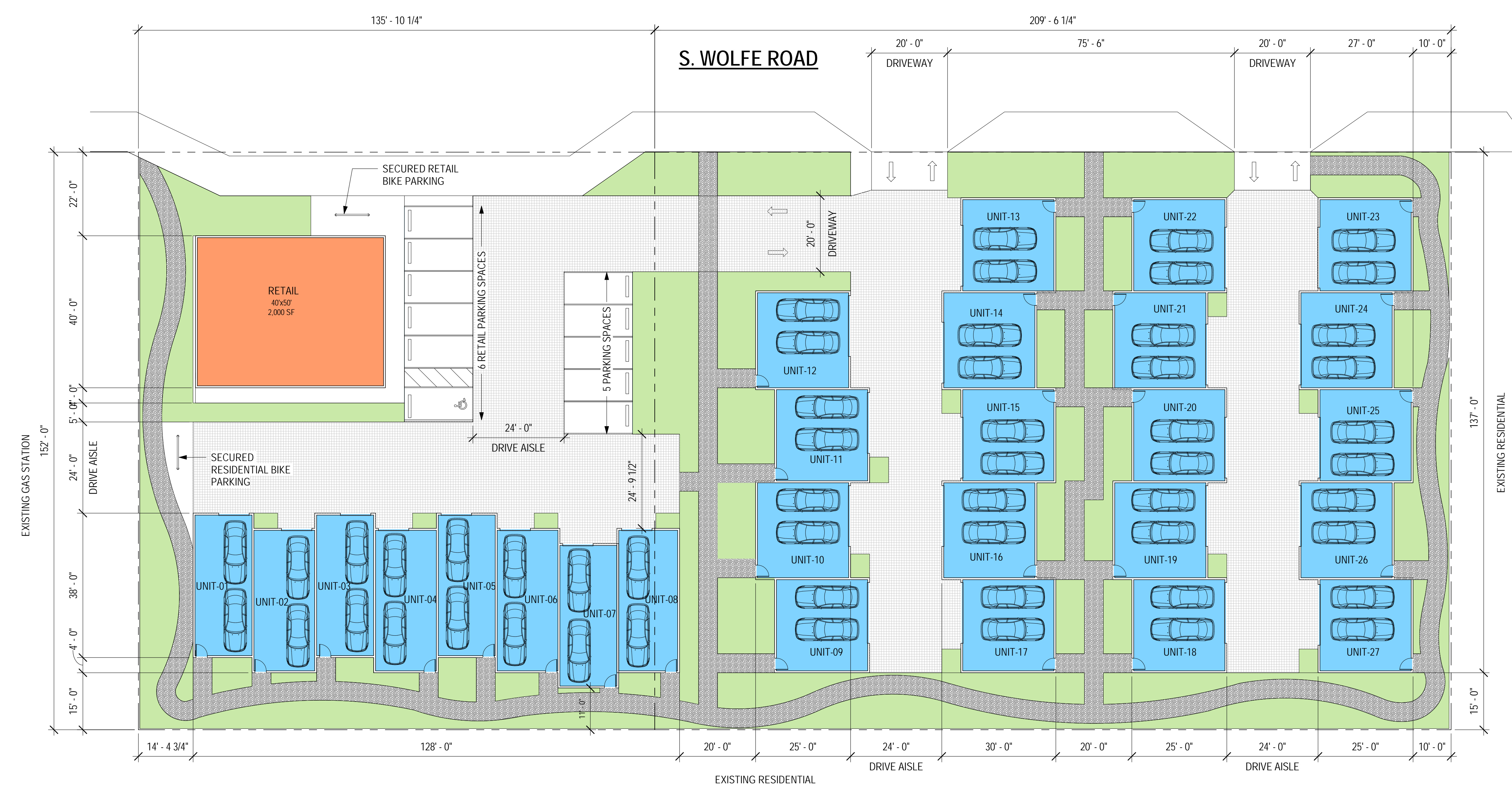
01/15/2020



1313 S. WOLFE RD, SUNNYVALE, CA

A1.0

**KAVA MASSIH ARCHITECTS**  
 920 Grayson Street | Berkeley, CA 94710  
 95 Federal Street | San Francisco, CA 94107  
 KMA PROJECT NO. XXXX



1/15/2020 11:36:25 AM

### FIRST FLOOR

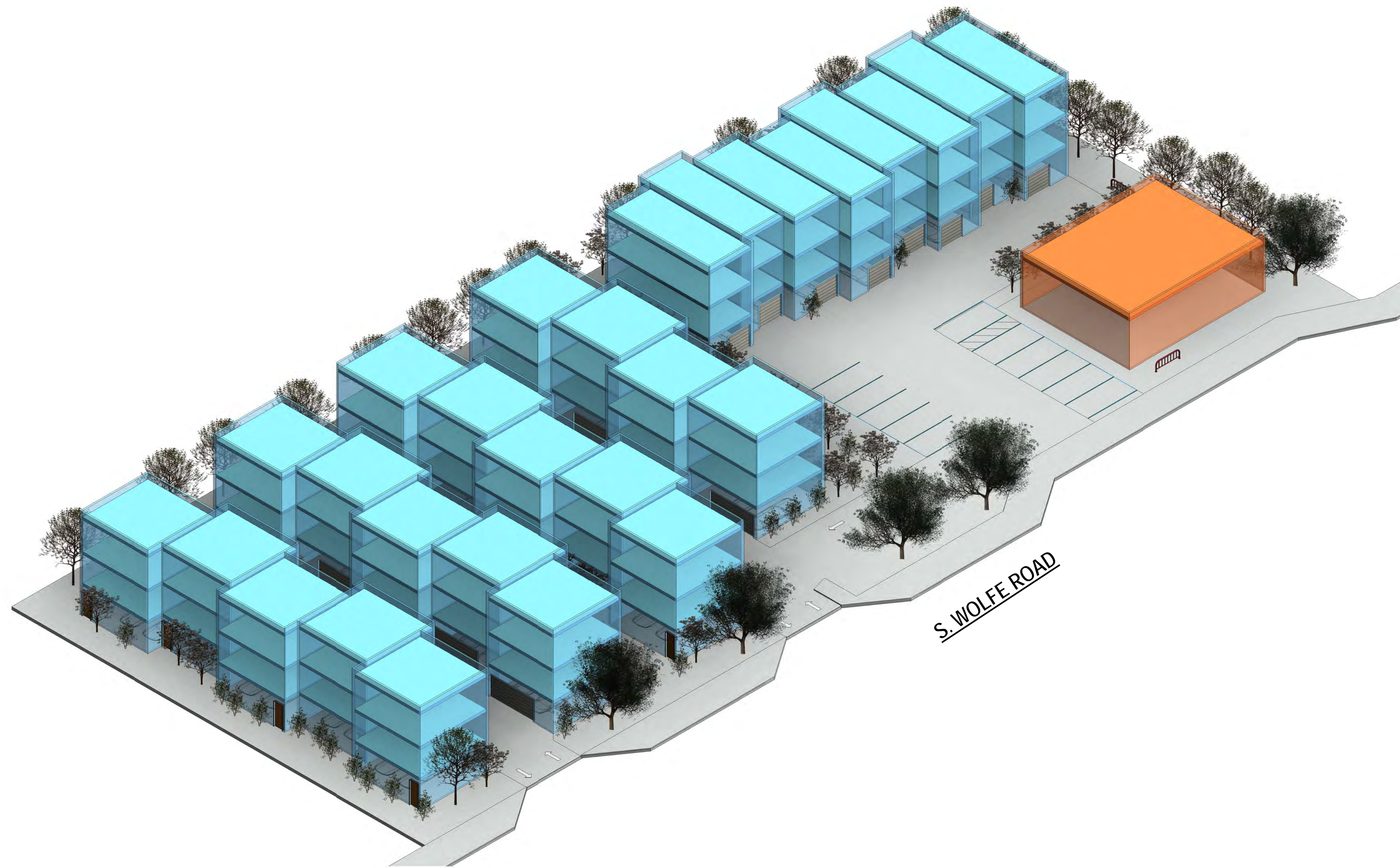
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01/15/2020



1313 S. WOLFE RD, SUNNYVALE, CA

# A2.0

**KAVA MASSIH ARCHITECTS**  
 920 Grayson Street | Berkeley, CA 94710  
 95 Federal Street | San Francisco, CA 94107  
 KMA PROJECT NO. XXXX



1/15/2020 11:37:52 AM

ISOMETRIC - NW

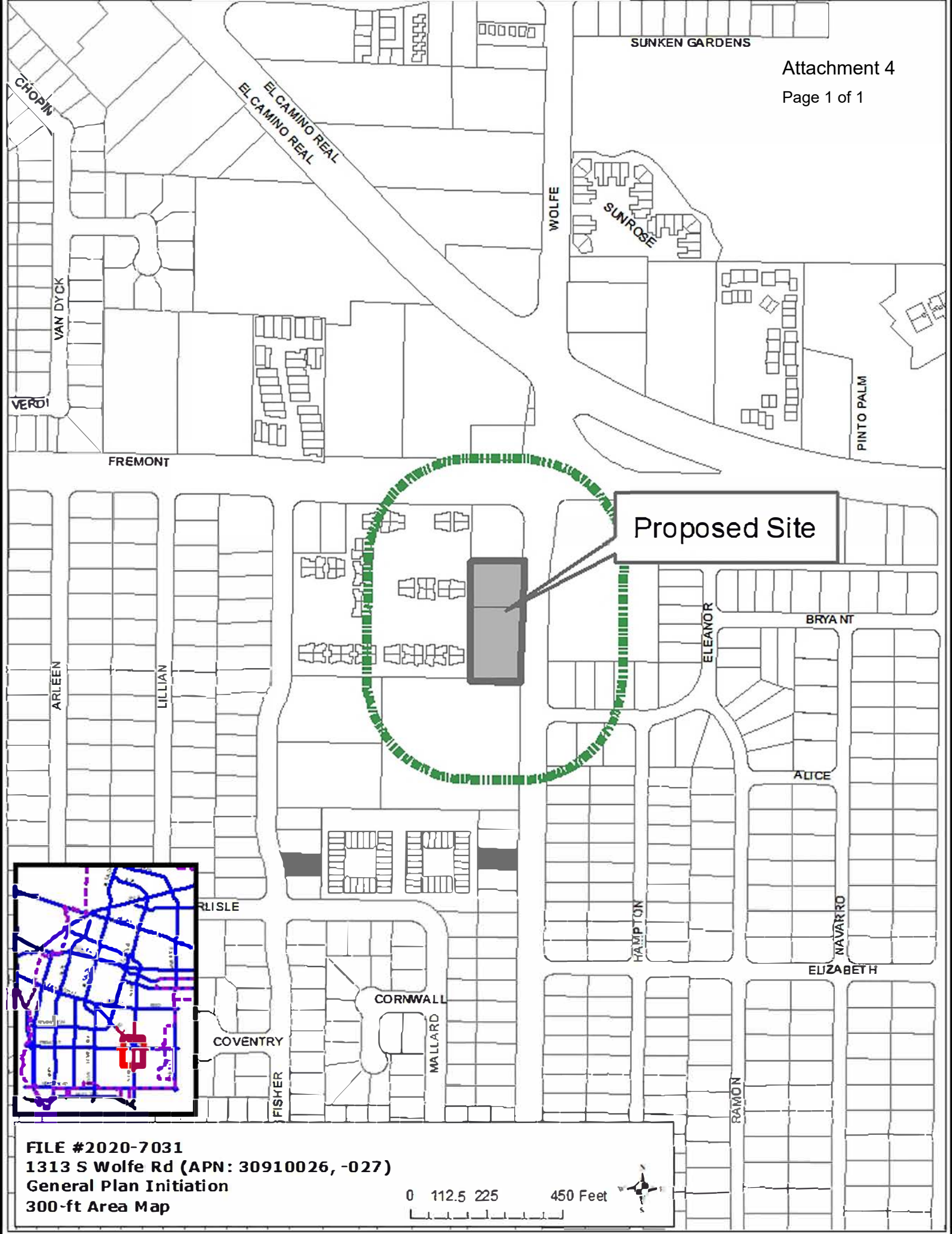
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01/15/2020



1313 S. WOLFE RD, SUNNYVALE, CA

**A3.0**

KAVA MASSIH ARCHITECTS  
920 Grayson Street | Berkeley, CA 94710  
95 Federal Street | San Francisco, CA 94107  
KMA PROJECT NO. XXXX



Proposed Site

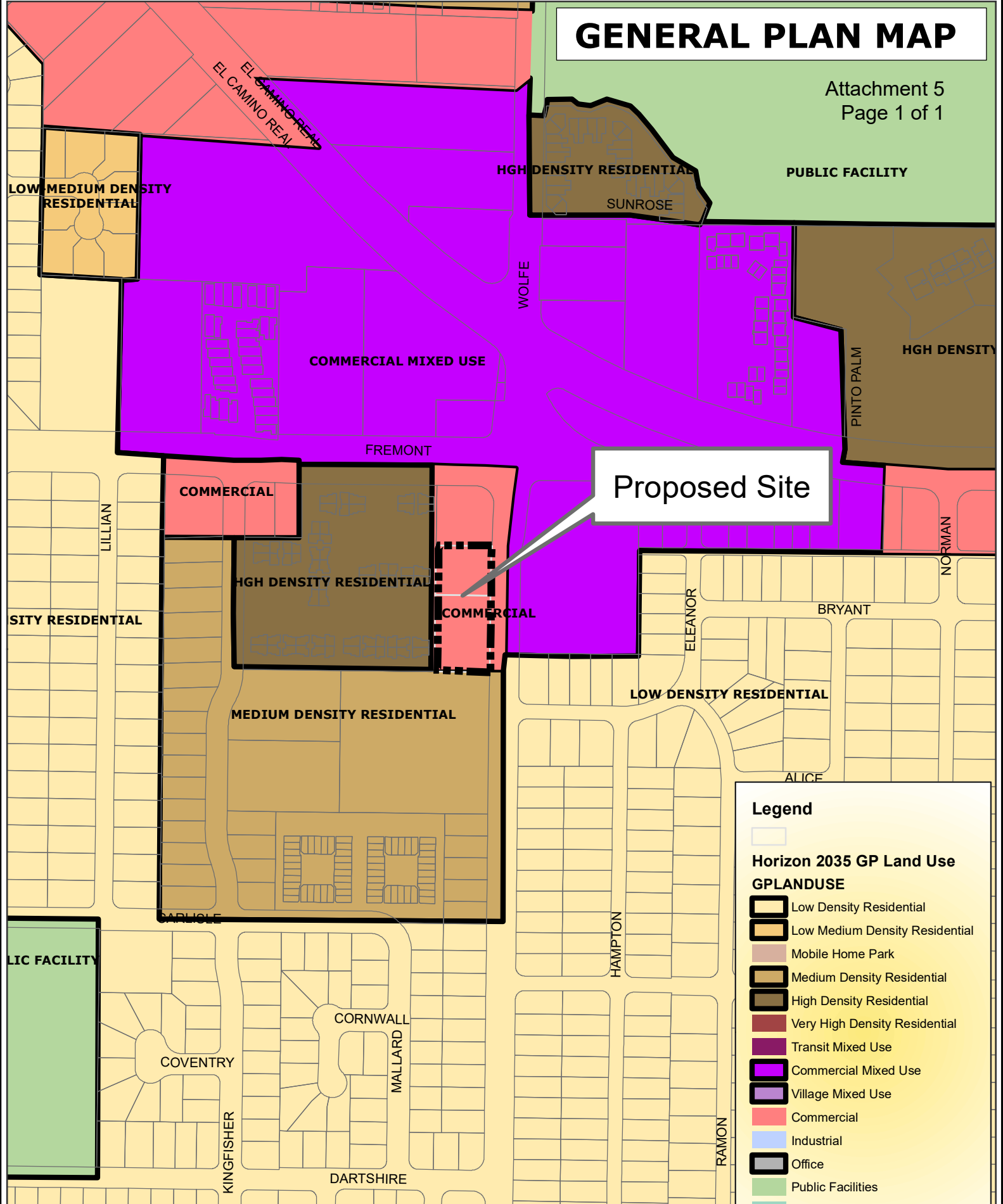


**FILE #2020-7031**  
**1313 S Wolfe Rd (APN: 30910026, -027)**  
**General Plan Initiation**  
**300-ft Area Map**



# GENERAL PLAN MAP

Attachment 5  
Page 1 of 1



## Legend

### Horizon 2035 GP Land Use GPLANDUSE

- Low Density Residential
- Low Medium Density Residential
- Mobile Home Park
- Medium Density Residential
- High Density Residential
- Very High Density Residential
- Transit Mixed Use
- Commercial Mixed Use
- Village Mixed Use
- Commercial
- Industrial
- Office
- Public Facilities
- Baylands
- Specific Plan Area
- City Boundary

**FILE #2020-7031**  
**1313 S Wolfe Rd (APN: 30910026, 027)**  
**General Plan Initiation**

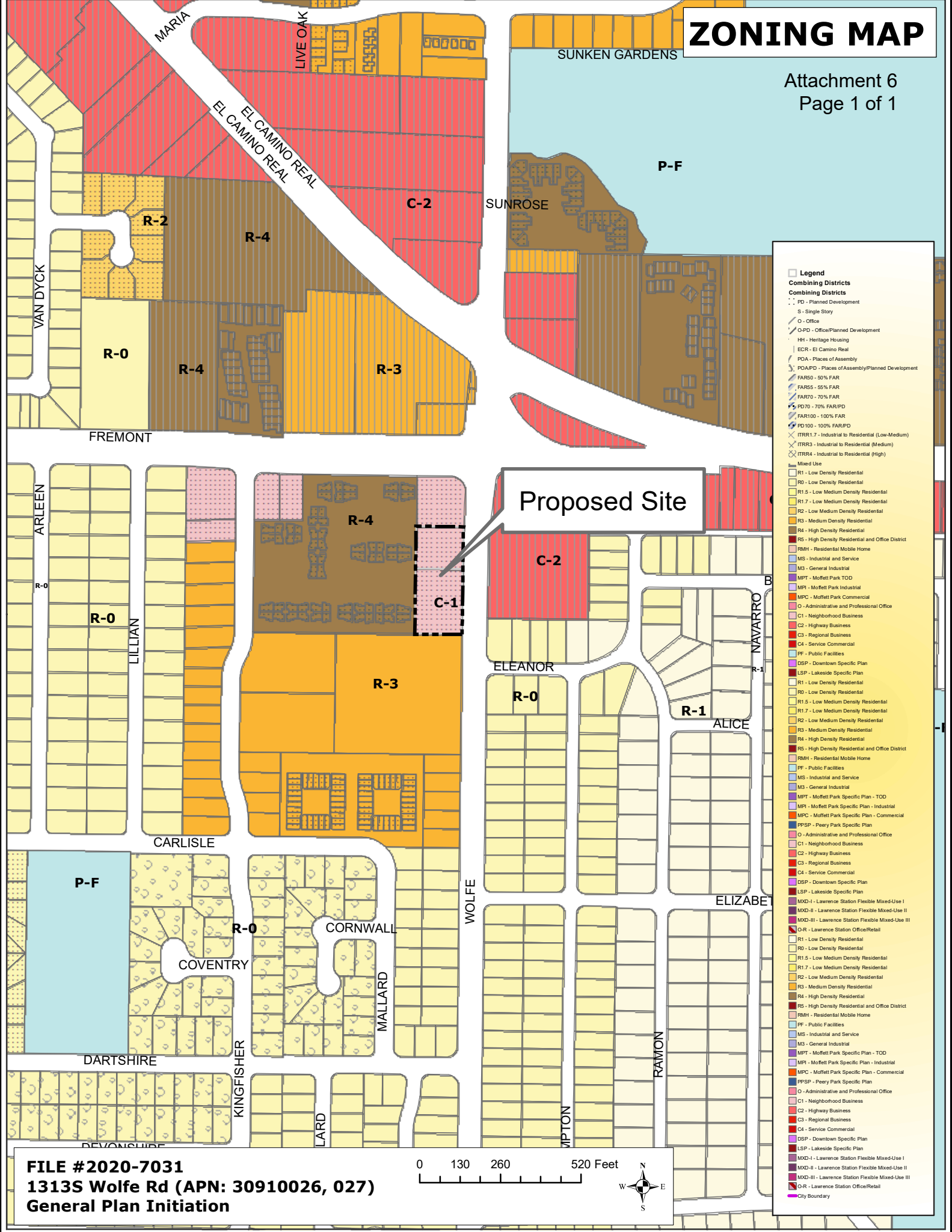
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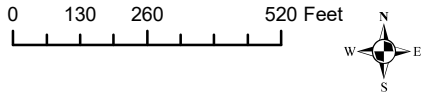
# ZONING MAP

Attachment 6  
Page 1 of 1



Legend	
<b>Combining Districts</b>	
⋯	PD - Planned Development
S	Single Story
O	Office
O-PD	Office/Planned Development
HH	Heritage Housing
ECR	El Camino Real
POA	Places of Assembly
POA/PD	Places of Assembly/Planned Development
FARS5 - 50% FAR	
FARS5 - 55% FAR	
FARS70 - 70% FAR	
PD70 - 70% FAR/PD	
FAR100 - 100% FAR	
PD100 - 100% FAR/PD	
ITRR1.7	Industrial to Residential (Low-Medium)
ITRR3	Industrial to Residential (Medium)
ITRR4	Industrial to Residential (High)
<b>Mixed Use</b>	
R1	Low Density Residential
R1.5	Low Density Residential
R1.7	Low Medium Density Residential
R2	Low Medium Density Residential
R3	Medium Density Residential
R4	High Density Residential
R5	High Density Residential and Office District
RMH	Residential Mobile Home
MS	Industrial and Service
M3	General Industrial
MPT	Moffett Park TOD
MPI	Moffett Park Industrial
MPC	Moffett Park Commercial
O	Administrative and Professional Office
C1	Neighborhood Business
C2	Highway Business
C3	Regional Business
C4	Service Commercial
PF	Public Facilities
DSP	Downtown Specific Plan
LSP	Lakeside Specific Plan
R1	Low Density Residential
R1.5	Low Medium Density Residential
R1.7	Low Medium Density Residential
R2	Low Medium Density Residential
R3	Medium Density Residential
R4	High Density Residential
R5	High Density Residential and Office District
RMH	Residential Mobile Home
PF	Public Facilities
MS	Industrial and Service
M3	General Industrial
MPT	Moffett Park Specific Plan - TOD
MPI	Moffett Park Specific Plan - Industrial
MPC	Moffett Park Specific Plan - Commercial
PPSP	Peery Park Specific Plan
O	Administrative and Professional Office
C1	Neighborhood Business
C2	Highway Business
C3	Regional Business
C4	Service Commercial
DSP	Downtown Specific Plan
LSP	Lakeside Specific Plan
MDD-I	Lawrence Station Flexible Mixed-Use I
MDD-II	Lawrence Station Flexible Mixed-Use II
MDD-III	Lawrence Station Flexible Mixed-Use III
O-R	Lawrence Station Office/Retail
R1	Low Density Residential
R1.5	Low Medium Density Residential
R1.7	Low Medium Density Residential
R2	Low Medium Density Residential
R3	Medium Density Residential
R4	High Density Residential
R5	High Density Residential and Office District
RMH	Residential Mobile Home
PF	Public Facilities
MS	Industrial and Service
M3	General Industrial
MPT	Moffett Park Specific Plan - TOD
MPI	Moffett Park Specific Plan - Industrial
MPC	Moffett Park Specific Plan - Commercial
PPSP	Peery Park Specific Plan
O	Administrative and Professional Office
C1	Neighborhood Business
C2	Highway Business
C3	Regional Business
C4	Service Commercial
DSP	Downtown Specific Plan
LSP	Lakeside Specific Plan
MDD-I	Lawrence Station Flexible Mixed-Use I
MDD-II	Lawrence Station Flexible Mixed-Use II
MDD-III	Lawrence Station Flexible Mixed-Use III
O-R	Lawrence Station Office/Retail
City Boundary	

**FILE #2020-7031**  
**1313S Wolfe Rd (APN: 30910026, 027)**  
**General Plan Initiation**



The table below shows the most recently approved residential projects and does not include those under review or planned as part of area plan updates.

<b>Project Name</b>	<b>City Location</b>	<b>Number of Units</b>	<b>Use Type</b>	<b>Project Status</b>
The Vale	East Sunnyvale	450	Multi-family	Completed
Irvine/AMD	East Sunnyvale	1,051	Multi-family	Under construction
St. Anton	El Camino Real	108	Multi-family	Under construction
Vidovich/Hollenbeck	El Camino Real	49	Single and Multi-family	Under construction
Greystar	Lawrence Station	520	Multi-family	Under construction
Cityline	Downtown	94	Multi-family	Under construction
Denny's site- Mathilda	Downtown	75	Multi-family	Planning approved
Corn Palace	Ponderosa	56	Single family	Planning approved
Butcher's Corner	El Camino Real	128	Multi-family	Planning approved
Lakeside Specific Plan	Lakeside Specific Plan	250	Multi-family	Under construction
Calstone	Lawrence Station	741	Multi-family	Planning approved
Taylor Morrison	Peery Park- San Aleso	118	Multi-family	Under construction
Toll Brothers	Peery Park- San Aleso	65	Multi-family	Planning approved
Sobrato/Karlstadt	Tasman Crossing	135	Multi-family	Planning approved
SummerHill Homes	Wolfe Road	128	Multi-family	Planning approved
Blue Bonnet	Evelyn Avenue	67	Multi-family	Under construction

**4,035 Units**

3. [20-0276](#) **Proposed Project:** General Plan Amendment Initiation request to consider amending the General Plan designation from Commercial to Medium Density Residential on two sites totaling 1.2-acres.  
**Location:** 1313 S. Wolfe Road (APN: 309-10-026 and 309-10-027)  
**File #:** 2020-7031  
**Zoning:** C-1 (Neighborhood Business)/PD (Planned Development)  
**General Plan:** Commercial  
**Applicant / Owner:** 4Terra Investments (applicant) / Desmond Family Real Estate Limited Partner (owner)  
**Environmental Review:** The project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378(a).  
**Project Planner:** Mary Jeyaprakash, (408) 730-7449, [mjeyaprakash@sunnyvale.ca.gov](mailto:mjeyaprakash@sunnyvale.ca.gov)

Associate Planner Mary Jeyaprakash presented the staff report and a slide presentation. She noted a correction to the staff report so that page three under the General Plan Land Use Map and Zoning section reads Attachments 5 and 6 instead of Attachments 6 and 7.

Associate Planner Jeyaprakash clarified for Commissioner Harrison that the Fremont Avenue and South Wolfe Road intersection is not designated as a village center.

Vice Chair Simons asked if adding housing to the top of a commercial building in a commercial zone is an option. Assistant Director Andrew Miner stated that vertical mixed-uses can be seen in places throughout the city. Principal Planner Amber Blizinski added that vertical mixed-uses are not common in the C-1 zone and that staff suggests studying a 10% minimum commercial Floor Area Ratio if the Commission recommends initiating a General Plan Amendment study.

Commissioner Rheume asked staff to explain the C-1 zone. Assistant Director Miner answered that the C-1 zone consists of smaller, neighborhood-type uses and does not include residential uses. Assistant Director Miner further explained what the C-2 zoning district allows. Assistant Director Miner noted the possibility of converting the site to a C-2 zone but emphasized the neighborhood's need for the neighborhood-type uses and the concern about more intense uses allowed in the C-2 district. Commissioner Rheume asked about height limitations and Associate Planner Jeyaprakash stated that the C-1 height limitation is 40 feet and the C-2

height limitation is 75 feet.

Commissioner Harrison confirmed with Assistant Director Miner that this property is not included in the El Camino Real Specific Plan node.

Commissioner Olevson asked if residential and commercial components are possible for the site. Principal Planner Blizinski stated that the Commission can recommend any study parameters and noted some suggested alternatives. Assistant Director Miner commented that the applicant has proposed maintaining retail with an added residential component and that it is possible to rezone a portion of the site to residential and keep the rest a C-1 designation. Commissioner Olevson voiced his concern for the loss of potential sales taxes if the site is completely rezoned from C-1.

Commissioner Howe asked about previous actions on the site. Associate Planner Jeyaprakash and Assistant Director Miner stated that in 2015 staff received a Special Development Permit application for an auto parts store that was eventually withdrawn. Assistant Director Miner added that there have been efforts to redevelop the site as a commercial use that have not been successful and suggested asking the applicant for more information about their experience with the site.

Chair Howard asked if there are General Plan ramifications to changing the site to commercial mixed-use. Assistant Director Miner stated that there is not a commercial mixed-use zone but that the zoning code includes a mixed-use combining district which requires commercial uses in a residential project. Assistant Director Miner pointed out a section in the staff report that discusses the importance of maintaining the site's commercial designation. Chair Howard asked about village center zoning designations. Principal Planner Blizinski explained that the Village Center Mixed-Use zoning designation does not apply to the subject site and the Land Use and Transportation Element update in 2017 did not include the project site as a Village Center. Assistant Director Miner noted that if the site were changed to a C-2 zone, the applicant could pursue any use for the site allowed in that zone and encouraged the Commission to consider the implications of shared driveways and parking areas that a residential element would add. Chair Howard asked about staff's availability to work on General Plan Amendment studies. Principal Planner Blizinski stated that it is not a priority for staff considering the current workload and that if it were recommended to pursue the amendment, work would not be able to begin for several months.

Commissioner Harrison confirmed with Principal Planner Blizinski that the purple section of the General Plan Map in Attachment 5 labeled as commercial mixed-use represents the El Camino Real Precise Plan area and that the Village Center Mixed-Use designation requires a 10% - 25% commercial element and the El Camino Real Precise Plan policy is a fixed 25% commercial element. Assistant Director Miner added that El Camino Real is intended as a primarily commercial corridor.

Chair Howard opened the Public Hearing.

Amir Massih, Director of East Beach Capital LLC, shared a slide presentation and information about the General Plan Amendment Initiation request and a slide presentation.

Commissioner Harrison asked the applicant about the history of redevelopment on the site and if the adjacent gas station owner has been approached about incorporating the lot into the General Plan Amendment Initiation request. Mr. Massih and Brady McGuinness, attorney, responded that there has been interest in office, hotel, and auto repair store uses that did not progress because there were financial and lot efficiency concerns. Mr. Massih and Mr. McGuinness also stated that they internally discussed incorporating the gas station into the request and understand that the gas station owner is pursuing a redevelopment of the site. Mr. Massih added that they are open to combining the lots to the request.

Vice Chair Simons asked the applicant about the possibility of a development where people live and work with commercial use on the bottom floor. Mr. Massih explained the constraints of configuring the working commercial space and enforcing tenants to use the commercial space for work only which becomes more difficult as developments move farther away from arterial roads.

Commissioner Weiss asked the applicant about the possibility of a grocery store on the site to service the anticipated housing development at Butcher's Corner. Mr. Massih answered that the development would most likely not generate enough demand for a grocery store and the lot would not support enough parking for the use. Commissioner Weiss suggested an underground parking option and stated that the site would get visibility from traffic on South Wolfe Road. Mr. Massih acknowledged the option but added that a grocery store might add more traffic to the increased traffic that is expected with the Butcher's Corner development. Commissioner Weiss commented that there would be an increase in traffic

regardless of the use.

Christophe LaBelle, Sunnyvale resident, spoke in favor of the General Plan Amendment Initiation request with support for housing on the site.

Leia Mehlman, Bicycle and Pedestrian Advisory Commission Vice Chair speaking on her own behalf, expressed support for a vertical mixed-use site or retail-only property and noted concerns about a lack of Below Market Rate units and limited parking.

Coleen Hausler, Sunnyvale resident, expressed support for any housing that could be built on the site.

Mr. Massih shared additional information about the General Plan Amendment Initiation request.

Chair Howard closed the Public Hearing.

Chair Howard asked staff if housing is possible on the site with a Use Permit. Principal Planner Blizinski stated a change was made to certain zones as a result of SB 330 to prevent the filing of residential applications where density had not been set. Assistant Director Miner clarified that when residential was allowed with a Use Permit in those zones in the past it was typically for an ancillary unit and not an entirely residential project. Chair Howard confirmed with Principal Planner Blizinski that there is a possibility for housing in a C-2 zone, but staff would not support the request.

Commissioner Olevson asked staff if a study parameter that incorporates the adjacent gas station is appropriate. Principal Planner Blizinski responded that helpful parameters include, but are not limited to, what parcels to study, a density range to explore, and a commercial minimum or maximum threshold, if recommended. Assistant Director Miner added that the gas station has a pending application to add food service, mentioned potential considerations for adding a residential element, discussed the current state of the immediate area, and recommended adding the gas station as a study parameter if the Commission decided to move forward with the request.

Vice Chair Simons asked how to make new developments in C-1 zones more successful or if the better option is to add housing to a C-1 property. Principal

Planner Blizinski acknowledged that some C-1 properties are more successful than others and stated that it is important to maintain C-1 properties that could reduce vehicle trips. Assistant Director Miner stated that C-1 properties are rare throughout the city but important and that staff is committed to the long-term goals of the General Plan that was adopted just three years ago.

Commissioner Harrison asked about the possibility of second floor office space which could increase the height and viability of a site in a C-1 zone. Assistant Director Miner and Principal Planner Blizinski stated that smaller offices that serve neighborhoods are appropriate but not larger offices that would require employees to commute farther to get to, with Assistant Director Miner adding that he understands second floor commercial uses to be more difficult to lease.

MOTION: Commissioner Howe moved and Vice Chair Simons seconded the motion for Alternative 2 - Deny the General Plan Amendment Initiation request to consider amending the General Plan designation from Commercial to Medium Density Residential to allow mixed-use residential and commercial, with a modification.

The modification is as follows:

1.) Revise the staff report so that page three under the General Plan Land Use Map and Zoning section reads Attachments 5 and 6 instead of Attachments 6 and 7.

Commissioner Howe stated his belief that it is important to maintain the property as a C-1 site to serve the community, particularly the surrounding higher density residential areas.

Vice Chair Simons agreed with Commissioner Howe and stated that he will support the motion. He added that he is interested in staff exploring how to make C-1 sites more successful, considering that many neighborhood commercial uses are now obsolete in Silicon Valley. He commented on other potential uses for the site, including a parking lot.

Commissioner Olevson stated that he will not support the motion. He appreciated the C-1 properties' neighborhood-serving purpose but recognized that part of the site has been vacant for a long time and the existing business is underperforming. As a result, he stated that he believes the applicant should have the opportunity to explore viable options for the site and can support study parameters of R-3 with a commercial component and the addition of the adjacent gas station.

Commissioner Rheume stated that he will not support the motion and agreed with Commissioner Olevson. He commented that developing the property with a C-1 use, as important as the uses are, is not economically feasible as evidenced by the vacant lot that has been there for many years. He added that it would be worthwhile to pursue a study just to explore the options.

Commissioner Weiss stated her support for the motion. She commented that the General Plan should not be changed during this challenging economic time and stated her belief that a re-evaluation could be done during a more stable time. She stressed the importance of neighborhood commercial uses and the importance of the intersection and the site that would serve Butcher's Corner when it is developed, further remarking that the right commercial use will be found for the site.

Commissioner Harrison stated that she is conflicted but will ultimately not support the motion because the current zoning designation is not appropriate. She acknowledged the importance of neighborhood-serving businesses but commented that the lot has been vacant for at least 30 years and the owners' multiple efforts to develop the site have been unsuccessful. She advocated for a study that explores vertical mixed-use such as small offices and housing above more active uses, even if it takes more time to study.

Chair Howard stated that he will support the motion but has conflicting thoughts. He commented on his continuous support for more housing in the city but understands the importance of neighborhood-serving businesses, mentioning the likelihood of a property owner obtaining tenants with a low cost, low density commercial development. Chair Howard also stated that he does not believe it is the Commission's responsibility to determine what is economically feasible. He added that he would prefer studying a more significant property considering staff's workload constraints and the permanency of the potential change. If the Commission voted to pursue a study, he stated he would recommend studying all three lots and a mixed-use development similar to a village center or when housing is allowed in a C-2 zone with a Use Permit.

The motion carried by the following vote:

**Yes:** 4 - Chair Howard  
Vice Chair Simons  
Commissioner Howe  
Commissioner Weiss



**No: 3 -** Commissioner Harrison  
Commissioner Olevson  
Commissioner Rheaume

Assistant Director Miner stated that this recommendation will be forwarded to the City Council for consideration at the Tuesday, September 15, 2020 meeting.



# City of Sunnyvale

## Agenda Item

20-0673

Agenda Date: 9/15/2020

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### REPORT TO COUNCIL

#### SUBJECT

Adopt a Resolution Authorizing the City to Enter into a Loan Agreement with the United States Environmental Protection Agency up to the amount of \$221,000,000 and Authorize the City Manager to Execute the Loan Agreement and Related Documents and Pay All Closing Costs

#### BACKGROUND

The Donald M. Somers Water Pollution Control Plant (WPCP) is one of the oldest wastewater treatment facilities on the West Coast. In 2016, City Council adopted a Master Plan, which serves as a guide for reconstruction of the WPCP. This Master Plan is now being implemented as the Sunnyvale Clean Water Program, with a total cost of approximately \$880 million in the FY 2020/21 Budget.

In 2016, the City successfully secured a \$127 million Clean Water State Revolving Fund (CWSRF) loan for the Headworks and Primary Treatment project portion of this Program (Phase 1). Over the life of that loan, the savings in debt service is likely to exceed \$40 million relative to traditional municipal bonds. The City is now in the mid stages of design on a group of other projects, budgeted at \$450 million over the next six years which comprise the second phase (Phase II) of the Sunnyvale Clean Water Program.

In support of this second phase of the program, the City successfully obtained a Water Infrastructure Finance and Innovation Act (WIFIA) loan for the Clean Water Program from the United States Environmental Protection Agency (EPA). Staff has been negotiating with the EPA, supported by the City's Municipal Advisor, Ross Financial, its Underwriting and Special Structuring consultant, J.P. Morgan, and Jones Hall, Bond Counsel. Negotiations have gone well over the past several months resulting in the Loan Agreement and Term Sheet provided as Attachments 2 and 3.

#### EXISTING POLICY

Council Fiscal Policy 7.11 Enterprise Fund Policies, 1.1b.1 Capital improvements associated with the existing infrastructure of a utility should be primarily funded from two sources: rate revenue and debt financing.

Council Fiscal Policy 7.11 Enterprise Fund Policies, 1.1b.3 Local, state and federal funding sources, such as grants and contributions, should be pursued for utility-related capital improvement projects consistent with City priorities.

#### ENVIRONMENTAL REVIEW

The WIFIA loan will fund projects contemplated by the Program Environmental Impact Report for the Sunnyvale Water Pollution Control Plant Master Plan (SCH #2015062037) (Master Plan PEIR), which was certified by the City Council on August 23, 2016. No additional environmental review is required.

## **DISCUSSION**

Staff is recommending that the Council adopt a resolution authorizing the City to enter into a Loan Agreement with the EPA for up to \$221,000,000 to fund 49% of the Sunnyvale Cleanwater Program Phase II, which consists of the rehabilitation of the City of Sunnyvale Water Pollution Control Plant's existing secondary and tertiary treatment facilities, construction of new secondary treatment and solids handling facilities, and reconstruction of support facilities (new administration/lab/maintenance building, also referred to as the "Cleanwater Center") necessary to operate the plant. The loan will have a term of 35 years following the completion of construction and be at an anticipated rate of 1.55% based on 30-year Treasury rates at the time of closing. It is being issued on parity with the City's 2017 Wastewater Bonds and the Clean Water Revolving Fund loan from the State of California. The WIFIA Loan allows the City either to draw down funds for construction or, if economically feasible, issue lower cost bond anticipation notes to fund construction.

### Security

The Loan Agreement (Agreement) pledges the Net Revenues of the Wastewater System, which is defined as Gross Revenues minus the amount required to pay all operations and maintenance costs. The security follows a waterfall of payments. Once gross revenues are calculated, the City then pays all its operations and maintenance costs first. Second any parity debt obligations. Third any prepayment of parity debt, and lastly any subordinate debt payments.

### Rate Covenants.

The Loan Agreement requires that the City adopt a rate covenant designed to assure that Wastewater Rates will be set appropriately to cover all operation and maintenance costs, and all payments for Parity Debt. Net Revenues must cover annual debt service by at least 1.20 times - same as the 2017 Bonds and the CWSRF Loan. Additionally, the City would agree to set rates beginning in FY 2049/50 that are sufficient to pay the average debt service coming due over the subsequent five years. This WIFIA-specific rate covenant is essentially subsumed in the primary rate covenant described above. It is projected that revenues will be sufficient at that time to meet this requirement.

### WIFIA Pre-payment Provision

The WIFIA Loan Agreement has two prepayment provisions.

**Optional Prepayment.** The City has the option to prepay the WIFIA loan at any time during its term without penalty.

**Required Prepayment.** The City will be required to prepay the WIFIA loan from certain excess reserves as described below, after FY 2034/35. The amount of prepayment is not set and depends on the wastewater enterprise's cash flow following the payment of capital expenditures.

By way of background for this prepayment provision, during the negotiations and analysis regarding this loan, the City worked with J.P. Morgan to model the debt needed for the program over the life of the WIFIA loan. As the term is 35 years from an assumed draw down date of 2025, the model goes well beyond the City's twenty-year planning period. The model indicated that the City's cash balances would grow significantly. Due to the timeline of the model, the cause of the increase in cash is the absence of any yet to be identified significant capital expenditures beyond twenty years. To assure the EPA that the City would not accumulate too much cash without paying off the WIFIA Loan early,

the City and the EPA agreed to a prepayment provision.

This provision states that starting on June 30, 2035, if the audited financial statements of the wastewater enterprise show a year-end balance of reserves that exceeds twice the amount of operation and maintenance costs during that Fiscal Year the City shall prepay a portion of the WIFIA Loan Balance in an amount equal to the reserves that are in excess of two times operation and maintenance costs, provided that no prepayment will be required less than \$1,000,000. Staff was amenable to these terms as the control remains with the City, and any excess balance is only after the City has fully funded its needs, including reserves.

#### Ratepayer Impacts

In connection with the WIFIA loan process, J.P. Morgan as special structuring consultant, prepared a cash flow model that encompasses the term of the WIFIA loan, including all projected operations and maintenance expenses, capital expenditures and anticipated bonding needs for the entire wastewater system. The model projects annual rate increases that are different than what is currently projected in the City's twenty-year plan. The following table reflects the changes.

Fiscal Year	Increase included in FY 2020/21 Budget	Increase included in the WIFIA Model	Difference
FY 2020/21 (actual)	4%	4%	0%
FY 2021/22	3%	6%	3%
FY 2022/23	3%	6%	3%
FY 2023/24	4%	6%	2%
FY 2024/25	4%	6%	2%
FY 2025/26	4%	4%	0%
FY 2026/27	4%	4%	0%
FY 2027/28	4%	4%	0%
FY 2028/29	4%	4%	0%
FY 2029/30	4%	4%	0%
Average from FY 2030/31 to FY 2039/40	3.2%	3%	(0.2%)

Under the adjusted rates, staff had to project higher rates in the front of the plan to ensure that the City meets the Additional Bonds Test mentioned above that is required to issue additional debt, which the FY 2020/21 Budget did not include. This results in higher near-term rates and lower long-term rates.

It is important to note, that to the extent capital expenditures are delayed from the plan, the rate increases will likely be lower than projected above. Staff reviews the twenty year projection each year, and under the WIFIA Loan must also update the financial model each year and will recommend rates that are the minimum needed to meet the City's needs and the Additional Bonds Test.

#### Additional Bonds Test and Imputed Debt Service

The City is permitted to issue additional bonds on parity with the WIFIA Loan (i.e., additional bonds

that are paid on the same basis as the loan) under certain restrictions. The most important restriction is that at the time of issuance of such parity bonds, historical Net Revenues, with certain adjustments, must equal at least 120% of the aggregate maximum aggregate debt service outstanding and the new proposed parity debt issue. This calculation is called the Additional Bonds Test and it is provided in the Indenture for the 2017 Bonds.

Due to the very favorable terms on the WIFIA Loan, the Additional Bonds Test is easily met as the City will only make interest payments on the loan during the period that the 2017 Bonds are outstanding. In order to ensure there are sufficient revenues to cover the loan to term, the City and EPA agreed to impute a WIFIA debt service for the purposes of the additional bonds test. The imputed debt service assumes the principal is amortized over 25 years starting in June 2035.

### Reporting Requirements

The Loan Agreement includes several manageable reporting requirements for the duration of the agreement. These include an annual update of the financial model, the disclosure of the City's annual financial statements, design and construction documents, and a Public Benefit Report due at the conclusion of the project.

The details of all the provisions of the loan are contained within the Loan Agreement (Attachment 2) and Summarized on the Terms Sheet (Attachment 3).

### FISCAL IMPACT

The loan benefits the City's wastewater ratepayers in several significant ways. First, it allows the City to borrow money over a very long term at a very low rate (the 30-year United States Treasury Rate, currently 1.42%). By contrast, a tax-exempt borrowing in the current market would produce a true interest cost of approximately 2.70%, would mature in 30 years rather than 35 years and generally would require level debt service payments during the life of the Bonds. Taking this approach is the lowest cost option for financing this project and provides the City and its Clean Water Program the greatest degree of flexibility. While they are two very different financing structures, utilizing the WIFIA loan is estimated to avoid upwards of \$100 M in interest costs over a similar traditional financing. As the Program has become more tightly defined through the validation process, the projected cost has been adjusted upwards. Use of this cheaper financing alternative will help to mitigate the impact on rate payers.

Senate Bill 450 (Chapter 625 of the 2017-2018 Session of the California Legislature) ("SB 450") requires that the governing body of a public body obtain prior to authorizing the issuance of bonds or other obligations with a term of greater than 13 months, a good faith estimate of the following information in a meeting open to the public. This staff report, which is informed by the financial model generated by J.P. Morgan as special structuring consultant, satisfies SB 450.

The estimated true interest cost of the WIFIA Loan is based on an assumed rate of 1.52%, although the interest rate as of September 1, 2020 is 1.42%.

Estimated transaction costs for the WIFIA Loan are approximately \$350,000 and will be paid from wastewater revenues. These costs include rating agency fees, EPA fees (including its legal and financial consultants), the City's municipal advisor, bond counsel and special structuring consultant.

Total debt service on the WIFIA Loan, based on the assumed rate of 1.52%, is estimated at

\$346,700,000, assuming no prepayments. Additionally, the City will be responsible for paying EPA an annual servicing fee that will be approximately \$8,000 per year during the operating period and \$15,600 during the construction period.

**PUBLIC CONTACT**

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

**ALTERNATIVES**

1. Adopt a Resolution Authorizing the City to Enter into a Loan Agreement with the United States Environmental Protection Agency up to the amount of \$221,000,000 and Authorizing the City Manager to Execute the Loan Agreement and Related Documents and Pay All Closing Costs.
2. Do not adopt the Resolution and direct staff to use an alternative financing mechanism.

**STAFF RECOMMENDATION**

Alternative 1: Adopt a Resolution Authorizing the City to Enter into a Loan Agreement with the United States Environmental Protection Agency up to the amount of \$221,000,000 and Authorizing the City Manager to Execute the Loan Agreement and Related Documents and Pay All Closing Costs.

Prepared by: Tim Kirby, Director of Finance

Reviewed by: Chip Taylor, Director of Public Works

Reviewed by: Ramana Chinnakotla, Director of Environmental Services

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

**ATTACHMENTS**

1. Resolution
2. Sunnyvale WIFIA Loan Agreement
3. Term Sheet - Sunnyvale WIFIA Loan

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUNNYVALE AUTHORIZING THE EXECUTION AND DELIVERY OF WIFIA LOAN AGREEMENT AND TERM SHEET AND THE ISSUANCE OF WIFIA BOND AND APPROVING RELATED DOCUMENTS AND ACTIONS**

WHEREAS, the City is authorized pursuant to the provisions of Chapter 3.70 (commencing with Section 3.70.010) of the Sunnyvale Municipal Code (the “Bond Law”), enacted pursuant to the charter of the City and an ordinance adopted on the date hereof, entitled “Ordinance of the City of Sunnyvale Enacting the City of Sunnyvale Municipal Utilities Revenue Bond Law, Relating to the Financing of Public Utility Enterprises,” to issue its revenue bonds and other indebtedness for the purposes of financing improvements to a utility enterprise of the City; and

WHEREAS, in order to finance and refinance improvements to City’s water pollution control plant (the “Water Pollution Control Plant”), which is part of the City’s municipal wastewater utility enterprise (the “Wastewater System”), the City has requested that the United States Environmental Protection Agency, acting by and through the Administrator of the Environmental Protection Agency (the “WIFIA Lender”) make a loan to the City (the “WIFIA Loan”) in a principal amount not to exceed \$221,000,000 (excluding interest that is capitalized as described below) pursuant to the application for financial assistance submitted by the City to the WIFIA Lender in October 2019; and

WHEREAS, the proceeds of the WIFIA Loan will be to be used to finance or refinance (through the prepayment of interim financing issued by the City) a portion of the costs of certain improvements to the Water Pollution Control Plant known as the Sunnyvale Cleanwater Program Phase 2, consisting of rehabilitation of the Water Pollution Control Plant’s existing secondary and tertiary treatment facilities, construction of new secondary treatment and solids handling facilities, and reconstruction of support facilities necessary to operate the plant (the “Project”); and

WHEREAS, the WIFIA Loan will be evidenced by a loan agreement entitled “WIFIA Loan Agreement” between the WIFIA Lender and the City, and a wastewater revenue bond issued by the City (the “WIFIA Bond”), the terms of each of which are summarized in a term sheet (the “WIFIA Term Sheet”) between the WIFIA Lender and the City; and

WHEREAS, the payment of debt service on the WIFIA Loan as evidenced by the WIFIA Bond will be secured by a pledge of and lien on the net revenues of the Wastewater System on a parity with the City’s outstanding bonds captioned “\$14,035,000 City of Sunnyvale Wastewater Revenue Refunding Bonds, Series 2017A” and “\$10,585,000 City of Sunnyvale Taxable Wastewater Revenue Refunding Bonds, Series 2017A-T,” and an Installment Sale Agreement entitled “Headworks and Primary Treatment, Phase 1(A), Clean Water State Revolving Fund Project No. C-06-8153-110, Agreement No. D16-01024,” in the original principal amount of

\$127,068,522, dated as of December 9, 2016, between the City and the State of California Water Resources Control Board; and

WHEREAS, the WIFIA Loan as evidenced by the WIFIA Bond will be incurred on a federally taxable basis; and

WHEREAS, in accordance with Government Code Section 5852.1, the City Council has obtained and disclosed the information required thereby, as more fully set forth in the staff report accompanying this Resolution; and

WHEREAS, the City Council wishes at this time to give its approval to the WIFIA Loan as evidenced by the WIFIA Bond and related transactions described herein, and the form of the agreements and documents relating thereto.

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

1. **Findings.** The City Council hereby finds and determines that the foregoing recitals are true and correct. It is the intention of the County that the WIFIA Loan as evidenced by the WIFIA Bond be subject to all applicable federal income taxation pursuant to Section 5900 et seq. of the California Government Code.

2. **Authorization of WIFIA Loan and Issuance of WIFIA Bond.** The City Council hereby authorizes the incurrence of the WIFIA Loan and the issuance of the WIFIA Bond by the City in order to finance or refinance a portion of the costs of the Project under the Bond Law and the WIFIA Loan Agreement, provided that the interest rate with respect to the WIFIA Loan as evidenced by the WIFIA Bond shall not exceed 2.50% and the aggregate principal amount of the WIFIA Loan as evidenced by the WIFIA Bond shall not exceed \$221,000,000; provided, however, that the foregoing maximum aggregate principal amount excludes interest to be capitalized and added to the outstanding principal amount of the WIFIA Loan as evidenced by the WIFIA Bond in a manner consistent with Sections 3 and 8(b) of the WIFIA Loan Agreement. The final aggregate principal amount of the WIFIA Loan as evidenced by the WIFIA Bond shall be determined by an Authorized Officer (as defined below) upon the advice of the Municipal Advisor (as defined below).

3. **Approval of WIFIA Loan Agreement and WIFIA Term Sheet and Issuance of WIFIA Bond.** The City Council hereby approves the WIFIA Loan Agreement and WIFIA Term Sheet in substantially the forms on file with the City Clerk, together with such additions thereto and changes therein as the City Manager or the Director of Finance (each an "Authorized Officer") may deem necessary, desirable or appropriate upon the advice of Special Counsel (as defined below); provided that the execution thereof by an Authorized Officer shall be conclusive evidence of the approval of any such additions and changes. The Authorized Officers are each hereby separately authorized and directed to execute, and the City Clerk is hereby authorized and directed to attest, the final form of the WIFIA Loan Agreement, WIFIA Term Sheet and WIFIA Bond for and in the name and on behalf of the City. The City Council hereby authorizes the delivery and performance of the WIFIA Loan Agreement and the issuance, delivery and performance of the WIFIA Bond.



4. **Engagement of Professionals.** The engagement of the following professionals in connection with the WIFIA Loan is hereby ratified and confirmed: Jones Hall, A Professional Law Corporation, as special counsel (“Special Counsel”); JP Morgan, as placement agent; and Ross Financial as municipal advisor (the “Municipal Advisor”).

5. **Official Actions.** The Mayor, the City Manager, the Director of Finance, the City Clerk and any and all other officers of the City are hereby authorized and directed, for and in the name and on behalf of the City, to do any and all things and take any and all actions, including execution and delivery of any and all certificates, requisitions, agreements, notices, consents and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the transactions as described herein. Any such actions previously taken by any such officers of the City are hereby ratified and approved. Whenever in this resolution any officer of the City is authorized to execute or attest any document or take any action, such execution, attestation or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf if such officer is absent or unavailable.

6. **Effective Date.** This Resolution shall take effect upon its passage and adoption.

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

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:
- RECUSAL:

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

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

**UNITED STATES  
ENVIRONMENTAL PROTECTION AGENCY**

**WIFIA LOAN AGREEMENT**

**For Up to \$220,628,721**

**With**

**CITY OF SUNNYVALE**

**For the**

**SUNNYVALE CLEANWATER PROGRAM PHASE 2  
(WIFIA — N[\_\_\_\_\_]CA)**

**Dated as of [\_\_\_\_\_] , 2020**

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**SCHEDULE II** – Construction Schedule

**SCHEDULE III** – Existing Indebtedness

**SCHEDULE IV** – WIFIA Payment Instructions

**SCHEDULE 12(f)** – Litigation

**SCHEDULE 12(n)** – Principal Project Contracts

**SCHEDULE 12(p)** – Environmental Matters

**EXHIBIT A** – Form of WIFIA Bond

**EXHIBIT B** – Anticipated WIFIA Loan Disbursement Schedule

**EXHIBIT C** – Form of Non-Debarment Certificate

**EXHIBIT D** – Requisition Procedures

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**EXHIBIT F** – WIFIA Debt Service

**EXHIBIT G-1** – Opinions Required from Counsel to Borrower

**EXHIBIT G-2** – Opinions Required from Bond Counsel

**EXHIBIT H** – Form of Closing Certificate

**EXHIBIT I** – Form of Certificate of Substantial Completion

**EXHIBIT J** – Form of Quarterly Report

**EXHIBIT K** – Form of Public Benefits Report

## WIFIA LOAN AGREEMENT

**THIS WIFIA LOAN AGREEMENT** (this “**Agreement**”), dated as of [\_\_\_\_\_], 2020, is by and between the **CITY OF SUNNYVALE**, a municipal corporation and charter city organized and existing under the laws of the State of California (the “**State**”), with an address at 456 W. Olive Avenue, Sunnyvale CA 94086 (the “**Borrower**”), and the **UNITED STATES ENVIRONMENTAL PROTECTION AGENCY**, an agency of the United States of America, acting by and through the Administrator of the Environmental Protection Agency (the “**Administrator**”), with an address at 1200 Pennsylvania Avenue NW, Washington, DC 20460 (the “**WIFIA Lender**”).

### RECITALS:

WHEREAS, the Congress of the United States of America enacted the Water Infrastructure Finance and Innovation Act, as amended by Section 1445 of the Fixing America’s Surface Transportation Act of 2015, as further amended by Section 5008 of the Water Infrastructure Improvements For the Nation Act of 2016 and by Section 4201 of America’s Water Infrastructure Act of 2018 (collectively, as the same may be amended from time to time, the “**Act**” or “**WIFIA**”), which is codified as 33 U.S.C. §§ 3901-3914;

WHEREAS, the Act authorizes the WIFIA Lender to enter into agreements to provide financial assistance with one or more eligible entities to make secured loans with appropriate security features to finance a portion of the eligible costs of projects eligible for assistance;

WHEREAS, the Borrower has requested that the WIFIA Lender make the WIFIA Loan (as defined herein) in a principal amount not to exceed \$220,628,721 (excluding interest that is capitalized in accordance with the terms hereof) to be used to pay a portion of the Eligible Project Costs (as defined herein) related to the Project (as defined herein) pursuant to the application for WIFIA financial assistance dated [October 10, 2019] (the “**Application**”);

WHEREAS, as of the date hereof, the Administrator has approved WIFIA financial assistance for the Project to be provided in the form of the WIFIA Loan, subject to the terms and conditions contained herein;

WHEREAS, based on the Application and the representations, warranties and covenants set forth herein, the WIFIA Lender proposes to make funding available to the Borrower under this Agreement through the purchase of the WIFIA Bond (as defined herein), upon the terms and conditions set forth herein;

WHEREAS, the Borrower agrees to repay any amount due pursuant to this Agreement and the WIFIA Bond in accordance with the terms and provisions hereof and of the WIFIA Bond; and

WHEREAS, the WIFIA Lender has entered into this Agreement in reliance upon, among other things, the information and representations of the Borrower set forth in the Application and the supporting information provided by the Borrower.

NOW, THEREFORE, the premises being as stated above, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged to be adequate, and intending to be legally bound hereby, it is hereby mutually agreed by and between the Borrower and the WIFIA Lender as follows:

## ARTICLE I DEFINITIONS AND INTERPRETATION

### Section 1. Definitions.

Unless the context otherwise requires, capitalized terms used in this Agreement shall have the meanings set forth below in this Section 1 or as otherwise defined in this Agreement. Any term used in this Agreement that is defined by reference to any other agreement shall continue to have the meaning specified in such agreement, whether or not such agreement remains in effect.

“**Act**” means the Act as defined in the recitals hereto.

“**Additional Debt**” means Additional Parity Debt and Additional Subordinate Debt.

“**Additional Parity Debt**” means any Parity Debt permitted under Section 15(a)(iii) (*Negative Covenants – Indebtedness — Additional Parity Debt*), which Parity Debt is issued or incurred after the Effective Date.

“**Additional Principal Project Contracts**” means (a) any contract, agreement, letter of intent, understanding or instrument listed in Part B of **Schedule 12(n)** (*Principal Project Contracts*) and (b) any other contract, agreement, letter of intent, understanding or instrument entered into by (or on behalf of) the Borrower after the Effective Date with respect to the Project, in the case of this clause (b), (i) pursuant to which the Borrower has payment obligations in excess of \$10,000,000 in the aggregate or (ii) the termination of which could reasonably be expected to have a Material Adverse Effect, but excluding, in the case of this clause (b), any (A) insurance policies or documents pertaining to the Borrower’s self-insurance program (as applicable), (B) Governmental Approvals and (C) agreements, documents and instruments (1) providing for, governing or evidencing any Permitted System Debt and any related Permitted Lien for such Permitted System Debt or (2) entered into to consummate any Permitted Investment.

“**Additional Revenues**” means, with respect to any issuance of Parity Debt:

(i) an allowance for Net Revenues from any additions to or improvements or extensions of the System to be made with the proceeds of such Parity Debt, and also for Net Revenues from any such additions, improvements or extensions which have been made from moneys from any source, but in any case which, during all or any part of such Borrower Fiscal Year or such 12-month period, were not in service, all in an amount equal to 90% of the estimated additional average annual Net Revenues to be derived from such additions, improvements and extensions for the first 36-month period in which each addition, improvement or extension is respectively to be in operation, all as shown in the written report of an Independent Accountant or Financial Consultant engaged by the Borrower; and

(ii) an allowance for earnings arising from any increase in the rates and charges made for service from the System which has become effective prior to the incurring of such additional indebtedness but which, during all or any part of such Borrower Fiscal Year or such 12-month period, was not in effect, in an amount equal to the amount by which the Net Revenues would have been increased if such increase in such rates and charges had been in effect during the whole of such Borrower Fiscal Year or such 12-month period.

**“Additional Subordinate Debt”** means any Subordinate Debt permitted under Section 15(a)(iv) (*Negative Covenants – Indebtedness — Additional Subordinate Debt*), which Subordinate Debt is issued or incurred after the Effective Date.

**“Administrator”** has the meaning provided in the preamble hereto.

**“Agreement”** has the meaning provided in the preamble hereto.

**“Anticipated WIFIA Loan Disbursement Schedule”** means the schedule set forth in **Exhibit B** (*Anticipated WIFIA Loan Disbursement Schedule*), reflecting the anticipated disbursement of proceeds of the WIFIA Loan, as such schedule may be amended from time to time pursuant to Section 4(c) (*Disbursement Conditions*).

**“Anti-Corruption Laws”** means all laws, rules and regulations of any jurisdiction from time to time concerning or relating to bribery or corruption.

**“Anti-Money Laundering Laws”** means all U.S. and other applicable laws, rules and regulations of any jurisdiction from time to time concerning or related to anti-money laundering, including but not limited to those contained in the Bank Secrecy Act and the Patriot Act.

**“Application”** has the meaning provided in the recitals hereto.

**“Assumed Debt Service”** means for any Borrower Fiscal Year the aggregate amount of principal and interest which would be payable on all Outstanding Subordinate Debt in the form of commercial paper, balloon indebtedness or bond anticipation notes, if each Excluded Principal Payment were amortized on a substantially level debt service basis for a term with a weighted average maturity not greater than [\_\_\_\_\_] % of the weighted average useful life of the assets financed by such Subordinate Debt, or such shorter amortization period elected by the Borrower in the Certificate of the Borrower delivered pursuant to Section 15(a)(iv) (*Negative Covenants — Indebtedness — Additional Subordinate Debt*) in connection with the issuance of such Subordinate Debt, commencing on the date of calculation of such Assumed Debt Service, and with interest at a fixed interest rate equal to the rate at which the Borrower could issue or incur the Additional Parity Debt or Additional Subordinate Debt anticipated to refund such Subordinate Debt as certified by the Borrower’s financial advisor or investment banker, which the Borrower has certified to the WIFIA Lender in the Certificate of the Borrower delivered pursuant to Section 15(a)(iv) (*Negative Covenants — Indebtedness — Additional Subordinate Debt*) in connection with the issuance of such Subordinate Debt, together with the certificate of the Borrower’s financial advisor or investment banker described above. Such certification shall constitute a representation and warranty by the Borrower to the WIFIA Lender upon which the WIFIA Lender may conclusively rely.

“**Bank Secrecy Act**” means the Bank Secrecy Act of 1970, as amended, and the regulations promulgated thereunder.

“**Bankruptcy Related Event**” means, with respect to the Borrower, (a) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief in respect of the Borrower or any of its debts, or of a substantial part of the assets thereof, under any Insolvency Laws, or (ii) the appointment of a receiver, trustee, liquidator, custodian, sequestrator, conservator or similar official for the Borrower or for a substantial part of the assets thereof and, in any case referred to in the foregoing subclauses (i) and (ii), such proceeding or petition shall continue undismissed for sixty (60) days or an order or decree approving or ordering any of the foregoing shall be entered; (b) the Borrower shall (i) apply for or consent to the appointment of a receiver, trustee, liquidator, custodian, sequestrator, conservator or similar official therefor or for a substantial part of the assets thereof, (ii) generally not be paying its debts as they become due unless such debts are the subject of a bona fide dispute, or become unable to pay its debts generally as they become due, (iii) fail to make a payment of WIFIA Debt Service in accordance with the provisions of Section 8 (*Payment of Principal and Interest*) and such failure is not cured within thirty (30) days following notification by the WIFIA Lender of failure to make such payment, (iv) make a general assignment for the benefit of creditors, (v) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition with respect to it described in clause (a) of this definition, (vi) commence a voluntary proceeding under any Insolvency Law, or file a voluntary petition seeking liquidation, reorganization, an arrangement with creditors or an order for relief, in each case under any Insolvency Law, (vii) file an answer admitting the material allegations of a petition filed against it in any proceeding referred to in the foregoing subclauses (i) through (v), inclusive, of this clause (b), or (viii) take any action for the purpose of effecting any of the foregoing, including seeking approval or legislative enactment by any Governmental Authority to authorize commencement of a voluntary proceeding under any Insolvency Law; (c) (i) any Person shall commence a process pursuant to which all or a substantial part of the Pledged Collateral may be sold or otherwise disposed of in a public or private sale or disposition pursuant to a foreclosure of the Liens thereon securing the Parity Debt, or (ii) any Person shall commence a process pursuant to which all or a substantial part of the Pledged Collateral may be sold or otherwise disposed of pursuant to a sale or disposition of such Pledged Collateral in lieu of foreclosure; or (d) any receiver, trustee, liquidator, custodian, sequestrator, conservator or similar official shall transfer, pursuant to directions issued by the Bondholders, funds on deposit in any of the System Accounts upon the occurrence and during the continuation of an Event of Default under this Agreement or an event of default under the Parity Debt Documents for application to the prepayment or repayment of any principal amount of the Parity Debt other than in accordance with the provisions of this Agreement.

“**Base Case Financial Model**” means a financial model prepared by the Borrower forecasting the capital costs of the System (including the Project) and the rates, revenues, operating expenses and major maintenance requirements of the System for time periods through the Final Maturity Date and based upon assumptions and methodology provided by the Borrower and acceptable to the WIFIA Lender as of the Effective Date, which model shall be provided to the WIFIA Lender as a fully functional Microsoft Excel – based financial model or such other format requested by the WIFIA Lender.



“**Bond Counsel**” means (a) Jones Hall, A Professional Law Corporation, or (b) any other attorney or firm of attorneys appointed by or acceptable to the Borrower of nationally-recognized experience in the issuance or incurrence of obligations by governmental entities such as the Borrower.

“**Bond Law**” means Chapter 3.70 (commencing with Section 3.70.010) of the Sunnyvale Municipal Code, enacted pursuant to the charter of the Borrower and Ordinance No. 2917-10, adopted April 6, 2010, as in effect on the Effective Date or as thereafter amended in accordance with its terms.

“**Bondholder**” means, when used with respect to the WIFIA Bond, the WIFIA Lender (and any subsequent registered holder of the WIFIA Bond) and, when used with respect to any other System Debt, the registered owner of such System Debt.

“**Borrower**” has the meaning provided in the preamble hereto.

“**Borrower Fiscal Year**” means (a) as of the Effective Date, a fiscal year of the Borrower commencing on July 1 of any calendar year and ending on June 30 of the immediately succeeding calendar year or (b) such other fiscal year as the Borrower may hereafter adopt after giving thirty (30) days’ prior written notice to the WIFIA Lender in accordance with Section 15(f) (*Negative Covenants – Borrower Fiscal Year*).

“**Borrower’s Authorized Representative**” means any Person who shall be designated as such pursuant to Section 21 (*Borrower’s Authorized Representative*).

“**Business Day**” means any day other than a Saturday, a Sunday or a day on which offices of the Government or the State are authorized to be closed or on which commercial banks are authorized or required by law, regulation or executive order to be closed in New York, New York or Sunnyvale, California.

“**Capitalized Interest Period**” means the period from (and including) the Effective Date to (but excluding) the first day of the initial Payment Period, subject to earlier termination as set forth in Section 8(b) (*Payment of Principal and Interest – Capitalized Interest Period*).

“**Certificate of the Borrower**” means a certificate in writing signed by the Mayor, City Manager or Director of Finance of the Borrower, or any other officer of the Borrower duly authorized by the City Council for that purpose.

“**Charter**” means, collectively, the charter of the Borrower, as amended and the Sunnyvale Municipal Code, as amended.

“**City Council**” means the City Council of the Borrower.

“**Code**” means the Internal Revenue Code of 1986, or any successor tax code, as amended from time to time, and the applicable regulations proposed or promulgated thereunder.

“**Congress**” means the Congress of the United States of America.

“**Construction Period**” means the period from the Effective Date through the Substantial Completion Date.

“**Construction Period Servicing Fee**” has the meaning set forth in Section 10(a)(ii) (*Fees and Expenses – Fees*).

“**Construction Schedule**” means (a) the initial schedule or schedules on which the construction timetables for the Project are set forth, attached as **Schedule II** (*Construction Schedule*), and (b) any updates thereto included in the periodic reports submitted to the WIFIA Lender pursuant to Section 16(d) (*Reporting Requirements – Construction Reporting*) most recently approved by the WIFIA Lender.

“**Control**” means, when used with respect to any particular Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or partnership or other ownership interests, by contract or otherwise, and the terms “**Controlling**” and “**Controlled by**” have meanings correlative to the foregoing.

“**CPI**” means the Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average for All Items, 1982-84=100 (not seasonally adjusted) or its successor, published by the Bureau of Labor Statistics and located at <https://www.bls.gov/news.release/cpi.t01.htm>.

“**Debt Service Payment Commencement Date**” means the earliest to occur of either (a) [April 1, 2030]; or (b) if the Capitalized Interest Period ends pursuant to Section 8(b) (*Payment of Principal and Interest – Capitalized Interest Period*) due to the occurrence of an Event of Default, the first Payment Date immediately following the end of the Capitalized Interest Period; or (c) the Payment Date falling closest to, but not later than, the fifth anniversary of the Substantial Completion Date.

“**Default**” means any event or condition that, with the giving of any notice, the passage of time, or both, would be an Event of Default.

“**Default Rate**” means an interest rate equal to the sum of (a) the WIFIA Interest Rate plus (b) 200 basis points.

“**Development Default**” means (a) the Borrower abandons work or fails, in the reasonable judgment of the WIFIA Lender, to diligently prosecute the work related to the Project or (b) the Borrower fails to achieve Substantial Completion of the Project within eighteen (18) months following the Projected Substantial Completion Date.

“**Dollars**” and “**\$**” means the lawful currency of the United States of America.

“**Drawdown Debt**” means System Debt which is funded over a period of time, such that only the principal amount of funds actually drawn down by the Borrower and disbursed by the registered owner shall be considered for purposes of accruing interest and determining the Maximum Annual Debt Service.

“**Effective Date**” means the date of this Agreement.

“**Eligible Project Costs**” means amounts in the Project Budget approved by the WIFIA Lender, which are paid by or for the account of the Borrower in connection with the Project (including, as applicable, Project expenditures incurred prior to the receipt of WIFIA credit assistance), which shall arise from the following:

- (a) development-phase activities, including planning, feasibility analysis (including any related analysis necessary to carry out an eligible project), revenue forecasting, environmental review, permitting, preliminary engineering and design work and other preconstruction activities;
- (b) construction, reconstruction, rehabilitation, and replacement activities;
- (c) the acquisition of real property or an interest in real property (including water rights, land relating to the Project and improvements to land), environmental mitigation (including acquisitions pursuant to Section 3905(8) of Title 33 of the United States Code), construction contingencies, and acquisition of equipment; or
- (d) capitalized interest (with respect to System Debt other than the WIFIA Loan) necessary to meet market requirements, reasonably required reserve funds, capital issuance expenses, and other carrying costs during construction;

provided, that Eligible Project Costs must be consistent with all other applicable federal law, including the Act.

“**Eligible Project Costs Documentation**” has the meaning provided in Section 1 of Exhibit D (*Requisition Procedures*).

“**EMMA**” means the Electronic Municipal Market Access system as described in 1934 Act Release No. 59062 and maintained by the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)1 of the Securities Exchange Act of 1934, as amended, and its successors.

“**Environmental Laws**” has the meaning provided in Section 12(p) (*Representations and Warranties of Borrower – Environmental Matters*).

“**EPA**” means the United States Environmental Protection Agency.

“**Event of Default**” has the meaning provided in Section 17(a) (*Events of Default and Remedies*).

“**Event of Loss**” means any event or series of events that causes any portion of the System to be damaged, destroyed or rendered unfit for normal use for any reason whatsoever, including through a casualty, a failure of title, or any loss of such property through eminent domain.

“**Excess Reserves**” has the meaning provided in Section 9(a)(ii) (*Prepayment — Mandatory Prepayment*).

“**Excess Reserves Mandatory Prepayment Notice**” has the meaning provided in Section 9(a)(ii) (*Prepayment — Mandatory Prepayment*).

“**Excluded Principal Payments**” means each payment of principal of Outstanding Subordinate Debt in the form of commercial paper, balloon indebtedness or bond anticipation notes, which the Borrower has certified to the WIFIA Lender in the Certificate of the Borrower delivered pursuant to Section 15(a)(iv) (*Negative Covenants — Indebtedness — Additional Subordinate Debt*) in connection with the issuance of such Subordinate Debt that the Borrower intends to pay with moneys that are not Gross Revenues, including the proceeds of Additional Parity Debt or Additional Subordinate Debt and the proceeds of any state or federal grants with respect to the System, notwithstanding the pledge and lien securing such Subordinate Debt. Such certification shall constitute a representation and warranty by the Borrower to the WIFIA Lender upon which the WIFIA Lender may conclusively rely; provided, however, that such certification shall in no way affect the subordinate lien on the Net Revenues securing such Subordinate Debt.

“**Existing Indebtedness**” means indebtedness of the Borrower that has been issued or incurred prior to the Effective Date, as listed and described in **Schedule III** (*Existing Indebtedness*).

“**Existing Principal Project Contract**” means each contract of the Borrower set forth in Part A of **Schedule 12(n)** (*Principal Project Contracts*).

“**Federal Fiscal Year**” means the fiscal year of the Government, which is the twelve (12) month period that ends on September 30 of the specified calendar year and begins on October 1 of the preceding calendar year.

“**Federal Securities**” means:

- (a) any direct general non-callable obligations of the United States of America, including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America; and
- (b) any obligations the timely payment of principal of and interest on which are fully guaranteed by the United States of America or which are secured by obligations described in the preceding clause (a).

“**Final Disbursement Date**” means the earliest of (a) the date on which the WIFIA Loan has been disbursed in full; (b) the last anticipated date of disbursement set forth in the then-current Anticipated WIFIA Loan Disbursement Schedule; (c) the date on which the Borrower has certified to the WIFIA Lender that it will not request any further disbursements under the WIFIA Loan; (d) the date on which the WIFIA Lender terminates its obligations relating to disbursements of any undisbursed amounts of the WIFIA Loan in accordance with Section 17 (*Events of Default and Remedies*); and (e) the date that is one (1) year after the Substantial Completion Date.

**“Final Maturity Date”** means the earlier of (a) [April 1, 2060]<sup>1</sup> (or such earlier date as is set forth in an updated **Exhibit F** (*WIFIA Debt Service*) pursuant to Section 8(e) (*Payment of Principal and Interest – Adjustments to Loan Amortization Schedule*)); and (b) the Payment Date immediately preceding the date that is thirty-five (35) years following the Substantial Completion Date.

**“Financial Consultant”** means any consultant or firm of such consultants appointed by the Borrower and who, or each of whom: (a) is judged by the Borrower to have experience in matters relating to the financing of wastewater systems; (b) is in fact independent and not under domination of the Borrower; (c) does not have any substantial interest, direct or indirect, with the Borrower; and (d) is not connected with the Borrower as an officer or employee of the Borrower, but who may be regularly retained to make reports to the Borrower.

**“Financial Statements”** has the meaning provided in Section 12(t) (*Representations and Warranties of Borrower – Financial Statements*).

**“GAAP”** means generally accepted accounting principles for U.S. state and local governments, as established by the Government Accounting Standards Board (or any successor entity with responsibility for establishing accounting rules for governmental entities), in effect from time to time in the United States of America.

**“Government”** means the United States of America and its departments and agencies.

**“Governmental Approvals”** means all authorizations, consents, approvals, waivers, exceptions, variances, filings, permits, orders, licenses, exemptions and declarations of or with any Governmental Authority.

**“Governmental Authority”** means any federal, state, provincial, county, city, town, village, municipal or other government or governmental department, commission, council, court, board, bureau, agency, authority or instrumentality (whether executive, legislative, judicial, administrative or regulatory), of or within the United States of America or its territories or possessions, including the State and its counties and municipalities, and their respective courts, agencies, instrumentalities and regulatory bodies, or any entity that acts “on behalf of” any of the foregoing, whether as an agency or authority of such body.

**“Gross Revenues”** means all gross charges received for, and all other gross income and receipts derived by the Borrower from, the ownership and operation of the System or otherwise arising from the System, determined in accordance with generally accepted accounting principles, including but not limited to investment earnings thereon, insurance proceeds, transfers from (but exclusive of any transfers to) the Revenue Stabilization Fund, and all moneys received by the Borrower from other public entities whose inhabitants are served by the System pursuant to contracts with the Borrower. *However*, “Gross Revenues” exclude (a) the proceeds of any special assessments or special taxes levied upon real property within any improvement district served by the Borrower levied for the purpose of paying special assessment bonds or special tax obligations of the Borrower relating to the System, (b) any taxes levied for the sole purpose of providing for

<sup>1</sup>In no event later than the earlier to occur of (i) the 35<sup>th</sup> anniversary of the Projected Substantial Completion Date and (ii) the estimated expiration of the useful life of the Project, in each case as of the Effective Date, consistent with 33 U.S.C. § 3908(b)(5).

payment of principal and interest on any voter-approved indebtedness incurred by the Borrower, which would not otherwise be subject to levy but for the issuance of such indebtedness, (c) the proceeds of any state or federal grants with respect to the System, and (d) customers' deposits or any other deposits subject to refund until such deposits have become the property of the Borrower.

“**Indemnitee**” has the meaning provided in Section 32 (*Indemnification*).

“**Independent Accountant**” means any accountant or firm of such accountants appointed and paid by the Borrower, and who, or each of whom (a) is in fact independent and not under domination of the Borrower; (b) does not have any substantial interest, direct or indirect, with the Borrower; and (c) is not connected with the Borrower as an officer or employee of the Borrower, but who may be regularly retained to make annual or other audits of the books of or reports to the Borrower.

“**Insolvency Laws**” means the United States Bankruptcy Code, 11 U.S.C. § 101 *et seq.*, as from time to time amended and in effect, and any state bankruptcy, insolvency, receivership, conservatorship or similar law now or hereafter in effect.

“**Interest Payment Date**” means each April 1 and October 1, commencing on the Debt Service Payment Commencement Date.

“**Investment Grade Rating**” means a public rating no lower than ‘BBB-’, ‘Baa3’, or their respective equivalent, from a Nationally Recognized Rating Agency.

“**Lien**” means any mortgage, pledge, hypothecation, assignment, mandatory deposit arrangement, encumbrance, attachment, lien (statutory or other), charge or other security interest, or preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever, including any sale-leaseback arrangement, any conditional sale or other title retention agreement, any financing lease having substantially the same effect as any of the foregoing, and the filing of any financing statement or similar instrument under the UCC or any other applicable law.

“**Loan Amortization Schedule**” means the Loan Amortization Schedule reflected in the applicable column of **Exhibit F** (*WIFIA Debt Service*), as amended from time to time in accordance with Section 8(e) (*Payment of Principal and Interest – Adjustments to Loan Amortization Schedule*).

“**Loss Proceeds**” means any proceeds of builders’ risk or casualty insurance (other than any proceeds from any policy of business interruption insurance insuring against loss of revenues upon the occurrence of certain casualties or events covered by such policy of insurance) or proceeds of eminent domain proceedings resulting from any Event of Loss.

“**Material Adverse Effect**” means a material adverse effect on (a) the System, the Project or the Gross Revenues, (b) the business, operations, properties, condition (financial or otherwise) or prospects of the Borrower, (c) the legality, validity or enforceability of any material provision of any WIFIA Loan Document, (d) the ability of the Borrower to enter into, perform or comply with any of its material obligations under any WIFIA Loan Document, (e) the validity, enforceability or priority of the Liens provided under the WIFIA Loan Documents on the Pledged

Collateral in favor of the Secured Parties or (f) the WIFIA Lender's rights or remedies available under any WIFIA Loan Document.

**“Maximum Annual Debt Service”** means, as of the date of any calculation, the maximum sum obtained for the current or any future Borrower Fiscal Year so long as the WIFIA Bond remains Outstanding by totaling the following amounts for such Borrower Fiscal Year:

(a) the aggregate amount of principal of and interest on the WIFIA Loan coming due and payable in such Borrower Fiscal Year (with disbursements of the proceeds of the WIFIA Loan treated as Outstanding in the amount disbursed, minus any amounts that have been repaid by the Borrower, for purposes of this definition);

(b) the principal amount of all Outstanding System Debt (other than the WIFIA Loan), if any, coming due and payable by their terms in such Borrower Fiscal Year, including the principal of any such System Debt coming due and payable by operation of mandatory sinking fund redemption; and

(c) the amount of interest which would be due during such Borrower Fiscal Year on the aggregate principal amount of all Outstanding System Debt (other than the WIFIA Loan) which would be Outstanding in such Borrower Fiscal Year if such System Debt is retired as scheduled;

provided, that, for purposes of the calculation of Maximum Annual Debt Service with respect to Outstanding Parity Debt, in determining the principal amount due in each Borrower Fiscal Year on the WIFIA Loan, it shall be assumed that the principal of the WIFIA Loan will be amortized in a manner resulting in approximately equal annual installments of the then outstanding WIFIA Loan Balance on such date of calculation over the Remaining Assumed Amortization Period. As used above, “Remaining Assumed Amortization Period” shall mean the period commencing on the earlier of (x) April 1, 2035 and (y) such date of calculation, and ending on the Final Maturity Date;

provided further, that, for purposes of the calculation of Maximum Annual Debt Service with respect to Outstanding Subordinate Debt, the following shall apply:

(i) Excluded Principal Payments (and the interest related thereto provided such interest is being paid from the same source as the Excluded Principal Payments) for any Outstanding Subordinate Debt in the form of commercial paper, balloon indebtedness or bond anticipation notes shall be excluded from such calculation and Assumed Debt Service for such Subordinate Debt shall be included in such calculation;

(ii) in determining the principal amount due in each Borrower Fiscal Year, payment shall (unless a different subsection of this definition applies for purposes of determining principal maturities or amortization) be assumed to be made in accordance with any amortization schedule established for such Outstanding Subordinate Debt, including any mandatory sinking account payments or any scheduled redemption or payment of Outstanding Subordinate Debt on the basis of accreted value, and for such purpose, the redemption payment or payment of accreted value shall be deemed a principal payment and interest that is compounded and paid as accreted value shall be deemed due on the scheduled redemption or payment date of Outstanding Subordinate Debt issued as capital appreciation obligations;

(iii) if any Outstanding Subordinate Debt bears, or if any Outstanding Subordinate Debt proposed to be issued will bear, interest at a variable interest rate for which a swap or hedging transaction is not in place and the interest on which is excluded or expected to be excluded from gross income for federal income tax purposes, the interest rate on such Outstanding Subordinate Debt for periods when the actual interest rate cannot yet be determined shall be assumed to be equal to the average of the SIFMA Swap Index for the five years preceding such date of calculation;

(iv) if any Outstanding Subordinate Debt bears, or if any Outstanding Subordinate Debt proposed to be issued will bear, interest at a variable interest rate for which a swap or hedging transaction is not in place and the interest on which is included or expected to be included in gross income for federal income tax purposes, the interest rate on such Outstanding Subordinate Debt shall be calculated at an interest rate equal to 100% of the average One Month USD LIBOR Rate during the five years preceding such date of calculation;

(v) with respect to any Outstanding Subordinate Debt bearing interest, or expected to bear interest, at a variable interest rate for which a swap or hedging transaction is in place providing for a fixed rate of interest to maturity or for a specific term with respect to such Outstanding Subordinate Debt, the interest rate on such Outstanding Subordinate Debt shall be assumed to be the synthetic fixed interest rate specified in such swap or hedging transaction for such term; provided that if, pursuant to a certificate of the Borrower, the sum of (A) interest payable on such Outstanding Subordinate Debt, plus (B) amounts payable by the Borrower under such swap or hedging transaction, less (C) amounts receivable by the Borrower under such swap or hedging transaction, is expected to be greater than the interest payable on the Outstanding Subordinate Debt to which such swap or hedging transaction relates (i.e., if such swap or hedging transaction is an “off-market” swap or hedging transaction), then, in such instance, such excess amounts payable by the Borrower under such swap or hedging transaction shall be included in the calculation of Maximum Annual Debt Service; and

(vi) if any Outstanding Subordinate Debt features an option, on the part of the owners or an obligation under the terms of such Outstanding Subordinate Debt, to tender all or a portion of Outstanding Subordinate Debt to the Borrower or other fiduciary or agent, and requires that such Outstanding Subordinate Debt or portion thereof be purchased if properly presented, then for purposes of determining the amounts of principal and interest due in any Borrower Fiscal Year on such Outstanding Subordinate Debt, the options or obligations of the owners of such Outstanding Subordinate Debt to tender the same for purchase or payment prior to the stated maturity or maturities shall be ignored and not treated as a principal maturity.

“**Nationally Recognized Rating Agency**” means any nationally recognized statistical rating organization identified as such by the Securities and Exchange Commission.

“**NEPA**” means the National Environmental Policy Act of 1969, as amended, and any successor statute of similar import, and regulations thereunder, in each case as in effect from time to time.



“**NEPA Determination**” means the [Finding of No Significant Impact][Categorical Exclusion][Record of Decision] for the Project issued by EPA on [\_\_\_\_], 20[\_\_\_\_] in accordance with NEPA.

“**Net Loss Proceeds**” means Loss Proceeds after excluding any proceeds of delay-in-start-up insurance and proceeds covering liability of the Borrower to third parties.

“**Net Revenues**” means, for any period, an amount equal to all of the Gross Revenues received during such period minus the amount required to pay all Operation and Maintenance Costs becoming payable during such period.

“**Non-Debarment Certificate**” means a certificate, signed by the Borrower’s Authorized Representative, as to the absence of debarment, suspension or voluntary exclusion from participation in Government contracts, procurement and non-procurement matters with respect to the Borrower and its principals (as defined in 2 C.F.R. § 180.995 and supplemented by 2 C.F.R. 1532.995), substantially in the form attached hereto as **Exhibit C** (*Form of Non-Debarment Certificate*).

“**Non-Lobbying Certificate**” means a certificate, signed by the Borrower’s Authorized Representative, with respect to the prohibition on the use of appropriated funds for lobbying pursuant to 49 C.F.R. § 20.100(b), substantially in the form attached hereto as **Exhibit E** (*Form of Non-Lobbying Certificate*).

“**OFAC**” means the Office of Foreign Assets Control of the United States Department of the Treasury.

“**Operating Period Servicing Fee**” has the meaning set forth in Section 10(a)(iii) (*Fees and Expenses – Fees*).

“**Operation and Maintenance Costs**” means the reasonable and necessary costs paid or incurred by the Borrower for maintaining and operating the System, determined in accordance with generally accepted accounting principles, including but not limited to (a) all reasonable expenses of management and repair and other expenses necessary to maintain and preserve the System in good repair and working order, and (b) all administrative costs of the Borrower that are charged directly or apportioned to the operation of the System, such as salaries and wages of employees, and the necessary contribution to retirement of such employees, overhead, taxes (if any) and insurance.<sup>2</sup> However, “Operation and Maintenance Costs” do not include (i) administrative costs which the Borrower is required to pay hereunder, (ii) payments of debt service on bonds, notes, installment sale agreements or other obligations issued by the Borrower with respect to the System, (iii) depreciation, replacement and obsolescence charges or reserves therefor, and (iv) amortization of intangibles or other bookkeeping entries of a similar nature, and (v) costs and expenses which under generally accepted accounting principles are chargeable to a capital account.

<sup>2</sup> WIFIA Underwriting to confirm this definition is acceptable.

“**Ordinance**” means the Ordinance No. 2917-10, adopted by the City Council on April 6, 2010.

“**Organizational Documents**” means the Charter and the constitutional laws of the State that are the basis for the existence and authority of the Borrower, or by which the Borrower, its powers, operations or procedures or its securities, bonds, notes or other obligations are governed or from which such powers are derived.

“**Outstanding**” means, with respect to System Debt (other than the WIFIA Bond), System Debt that has not been cancelled or legally defeased or discharged pursuant to Section 14(r) (*Affirmative Covenants — Covenants Regarding Other System Debt*). With respect to the WIFIA Bond, it means the (i) entire amount available to be drawn under this Agreement (including amounts drawn and amounts that remain available to be drawn), plus (ii) capitalized interest that has been added to the principal balance of the WIFIA Bond, less (iii) any amount that has been irrevocably determined will not be drawn under this Agreement, less (iv) the aggregate principal amount of the WIFIA Bond that has been repaid.

“**Parity Debt**” means, collectively:

- (a) the WIFIA Loan;
- (b) the 2017 Bonds;
- (c) the 2016 State Installment Sale Agreement; and
- (d) all bonds, notes, loan agreements, installment sale agreements, leases or other obligations of the Borrower payable from and secured by a pledge of and lien upon any of the Net Revenues issued or incurred on a parity with any of the foregoing under Section 15(a)(iii) (*Negative Covenants – Indebtedness — Additional Parity Debt*).

“**Parity Debt Documents**” means, collectively (i) this Agreement and the WIFIA Bond, (ii) the 2017 Indenture; (iii) the 2016 State Installment Sale Agreement, and (iv) all leases, installment sale agreements, trust agreements, indentures of trust and other documents prescribing the terms and provisions applicable to any issue of Parity Debt or any securities which evidence Parity Debt.

“**Parity Debt Interest Payment Date**” means, with respect to any Parity Debt, any date on which an interest payment on the applicable bonds, or a payment of the interest component of the applicable installment sale agreement or capital lease agreement, is regularly scheduled to be paid to holders of the applicable Parity Debt.

**“Parity Debt Maximum Annual Debt Service”** means, as of the date of any calculation, the maximum sum obtained for the current or any future Borrower Fiscal Year so long as the WIFIA Bond remains Outstanding by totaling the following amounts for such Borrower Fiscal Year:

- (a) the aggregate amount of principal of and interest on the WIFIA Loan coming due and payable in such Borrower Fiscal Year (with disbursements of the proceeds of the WIFIA Loan treated as Outstanding in the amount disbursed, minus any amounts that have been repaid by the Borrower, for purposes of this definition);
- (b) the principal amount of all Outstanding Parity Debt (other than the WIFIA Loan), if any, coming due and payable by their terms in such Borrower Fiscal Year, including the principal of any such Parity Debt coming due and payable by operation of mandatory sinking fund redemption; and
- (c) the amount of interest which would be due during such Borrower Fiscal Year on the aggregate principal amount of all Outstanding Parity Debt (other than the WIFIA Loan) which would be Outstanding in such Borrower Fiscal Year if such Parity Debt is retired as scheduled;

provided, that, for purposes of the calculation of Maximum Annual Debt Service with respect to Outstanding Parity Debt, in determining the principal amount due in each Borrower Fiscal Year on the WIFIA Loan, it shall be assumed that the principal of the WIFIA Loan will be amortized in a manner resulting in approximately equal annual installments of the then outstanding WIFIA Loan Balance on such date of calculation over the Remaining Assumed Amortization Period. As used above, “Remaining Assumed Amortization Period” shall mean the period commencing on the earlier of (x) April 1, 2035 and (y) such date of calculation, and ending on the Final Maturity Date.

**“Parity Debt Set-Aside Amounts”** means any Net Revenues set aside in the applicable set-aside accounts within the Wastewater Fund for the applicable Parity Debt if and to the extent required by any Parity Debt Documents (other than this Agreement) in advance of payment for purposes of making payments of principal of and interest on Parity Debt (other than the WIFIA Bond), which amounts shall not exceed an amount equal to 1/6th of the amount of interest (or interest component of an installment payment or capital lease payment) payable on the next succeeding interest payment date for such Parity Debt and an amount equal to 1/12th of the amount of principal (or principal component of an installment payment or capital lease payment) payable on the next succeeding principal payment date for such Parity Debt, together with such additional amount that may be needed to cure a deficiency in a prior monthly set-aside; provided, however, that in each month intervening between the issuance date and the next succeeding interest payment date or principal payment date, respectively, for such Parity Debt, the amount of interest and the amount of principal, respectively, specified above shall be that amount which when multiplied by the number of deposits to the credit of the applicable set-aside accounts within the Wastewater Fund required to be made during such respective periods will equal the amounts required to be paid on such next succeeding interest payment date and next succeeding principal payment date, respectively, for such Parity Debt.

“**Patriot Act**” means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, as amended, and all regulations promulgated thereunder.

“**Payment Date**” means each Interest Payment Date and each Principal Payment Date.

“**Payment Default**” has the meaning provided in Section 17(a)(i) (*Events of Default and Remedies – Payment Default*).

“**Payment Period**” means the six (6) month period beginning on [October 1, 2029] and ending on [March 31, 2030], and each succeeding six (6) month period thereafter; provided, that, that if the Debt Service Payment Commencement Date begins earlier than [April 1, 2030], the first Payment Period shall be the six (6) month period ending on the date immediately prior to the Debt Service Payment Commencement Date.

“**Permitted Investments**” means any of the following which at the time of investment are legal investments under the laws of the State of California for the moneys proposed to be invested therein:

- (a) Federal Securities;
- (b) Any direct or indirect obligations of an agency or department of the United States of America whose obligations represent the full faith and credit of the United States of America, or which are rated A or better by S&P.
- (c) Interest-bearing deposit accounts (including certificates of deposit) in federal or State chartered savings and loan associations or in federal or State of California banks, provided that: (i) the unsecured obligations of such commercial bank or savings and loan association are rated A or better by S&P; or (ii) such deposits are fully insured by the Federal Deposit Insurance Corporation.
- (d) Commercial paper rated in the highest short-term rating category by S&P.
- (e) Federal funds or bankers acceptances with a maximum term of one year of any bank which an unsecured, uninsured and unguaranteed obligation rating in the highest rating category of S&P.
- (f) Money market funds registered under the Federal Investment Company Act of 1940, whose shares are registered under the federal Securities Act of 1933, and having a rating in the highest rating category of S&P.
- (g) Obligations the interest on which is excludable from gross income pursuant to Section 103 of the Code and which are either (a) rated A or better by S&P, or (b) fully secured as to the payment of principal and interest by Federal Securities.
- (h) Bonds or notes issued by any state or municipality which are rated by S&P in one of the two highest rating categories assigned by S&P.

(i) Any investment agreement with, or guaranteed by, a financial institution the long-term unsecured obligations or the claims paying ability of which are rated A or better by S&P at the time of initial investment fully collateralized by securities defined in clause (a).

(j) The Local Agency Investment Fund of the State of California, created under Section 16429.1 of the California Government Code.

(k) The California Asset Management Program (CAMP).

**“Permitted Liens”** means:

- (a) Liens imposed pursuant to the WIFIA Loan Documents;
- (b) Liens imposed pursuant to the Parity Debt Documents;
- (c) Liens imposed by law, including Liens for taxes that are not yet due or are being contested in compliance with Section 14(j) (*Affirmative Covenants – Material Obligations*);
- (d) carriers’, warehousemen’s, mechanics’, materialmen’s, repairmen’s and other like Liens imposed by law, arising in the ordinary course of business and securing obligations that are not overdue by more than thirty (30) days or are being contested in compliance with Section 14(j) (*Affirmative Covenants – Material Obligations*);
- (e) pledges and deposits made in the ordinary course of business in compliance with workers’ compensation, unemployment insurance, and other social security laws or regulations;
- (f) deposits to secure the performance of bids, trade contracts, leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature, in each case in the ordinary course of business;
- (g) judgment Liens in respect of judgments that do not constitute an Event of Default under Section 17(a)(vi) (*Events of Default and Remedies – Material Adverse Judgment*); and
- (h) easements, zoning restrictions, rights-of-way and similar encumbrances on real property imposed by law or arising in the ordinary course of business that, in any case, do not secure any monetary obligations and do not materially detract from the value of the affected property or interfere with the ordinary conduct of business of the Borrower.

**“Permitted System Debt”** means:

- (a) Existing Indebtedness;
- (b) the WIFIA Loan;

(c) Additional Parity Debt that satisfies the requirements of Section 15(a)(iii) (*Negative Covenants – Indebtedness — Additional Parity Debt*);

(d) Additional Subordinate Debt that satisfies the requirements of Section 15(a)(iv) (*Negative Covenants – Indebtedness — Additional Subordinate Debt*); and

(e) indebtedness incurred in respect of any swap or hedging transaction relating to Subordinate Debt permitted under this Agreement.

“**Person**” means and includes an individual, a general or limited partnership, a joint venture, a corporation, a limited liability company, a trust, an unincorporated organization and any Governmental Authority.

“**Pledged Collateral**” means all of the interests of the Borrower in (a) the Net Revenues, (b) all amounts set forth in the WIFIA Payment Account, including all amounts on deposit therein or credited thereto, and (c) all Net Revenues on deposit in the Wastewater Fund. For avoidance of doubt, all Net Revenues, including Parity Debt Set-Aside Amounts and Subordinate Debt Set-Aside Amounts, shall remain Pledged Collateral subject to the pledge and Lien of this Agreement until applied to the payment of obligations as and to the extent permitted under Section 7(c) (*Security and Priority; Flow of Funds — Flow of Funds*).

“**Principal Payment Date**” means each April 1 and October 1, commencing on October 1, 2054.

“**Principal Project Contracts**” means the Existing Principal Project Contracts and the Additional Principal Project Contracts.

“**Principal Project Party**” means any Person (other than the Borrower) party to a Principal Project Contract.

“**Project**” means the Sunnyvale Cleanwater Program Phase 2, consisting of rehabilitation of the City of Sunnyvale Water Pollution Control Plant’s existing secondary and tertiary treatment facilities, construction of new secondary treatment and solids handling facilities, and reconstruction of support facilities necessary to operate the plant.

“**Project Accounts**” means the accounts established and held by the Borrower pursuant to any Parity Debt Documents or Subordinate Debt Documents to hold proceeds of Parity Debt or Subordinate Debt issued or incurred to finance costs incurred in connection with the Project.

“**Project Budget**” means the budget for the Project attached to this Agreement as **Schedule I** (*Project Budget*) showing a summary of Total Project Costs with a breakdown of all Eligible Project Costs and the estimated sources and uses of funds for the Project.

“**Projected Substantial Completion Date**” means [April 22, 2025], as such date may be adjusted in accordance with Section 16(d) (*Reporting Requirements – Construction Reporting*).

“**Public Benefits Report**” has the meaning provided in Section 16(e) (*Reporting Requirements – Public Benefits Report*).

“**Rate Covenant**” has the meaning set forth in Section 14(a) (*Affirmative Covenants – Rate Covenant*), and collectively includes the covenants set forth in clauses (ii) and (iii) of such Section.

“**Related Documents**” means the Parity Debt Documents, the WIFIA Loan Documents and the Principal Project Contracts.

“**Requisition**” has the meaning provided in Section 4(a) (*Disbursement Conditions*).

“**Revenue Stabilization Fund**” means the fund established under Section 7(g) (*Security and Priority; Flow of Funds – Establishment of Revenue Stabilization Fund*).

“**S&P**” means Standard & Poor’s Corporation, of New York, New York, and its successors.

“**Sanctioned Country**” means, at any time, a country or territory which is itself the subject or target of any Sanctions.

“**Sanctioned Person**” means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by OFAC or the U.S. Department of State, (b) any Person operating, organized or resident in a Sanctioned Country, or (c) any Person owned or controlled by any such Person or Persons.

“**Sanctions**” means economic or financial sanctions or trade embargoes imposed, administered, or enforced from time to time by the Government, including those administered by OFAC or the U.S. Department of State.

“**Secured Obligations**” means the Parity Debt, the WIFIA Loan and the obligations of the Borrower under this Agreement and the WIFIA Bond and any other obligation secured by the Pledged Collateral.

“**Secured Parties**” means the WIFIA Lender and any other Bondholders of Parity Debt.

“**Servicer**” means such entity or entities as the WIFIA Lender shall designate from time to time to perform, or assist the WIFIA Lender in performing, certain duties hereunder.

“**Servicing Fee**” means the Servicing Set-Up Fee and any Construction Period Servicing Fee or Operating Period Servicing Fee.

“**Servicing Set-Up Fee**” has the meaning set forth in Section 10(a)(i) (*Fees and Expenses – Fees*).

“**State**” has the meaning provided in the preamble hereto.

“**Subordinate Debt**” means any System Debt that (a) is fully subordinated to the Borrower’s payment obligations under the Parity Debt, including the WIFIA Loan, and the Parity Debt Documents in priority of payment (as to both principal and interest), voting and priority of

security interest in the Net Revenues, including with respect to payment from revenues and reserves and payment upon default or acceleration of any such System Debt, and (b) upon issuance, will not adversely affect the then-applicable ratings of the Parity Debt, including the WIFIA Loan.

**“Subordinate Debt Documents”** means all leases, installment sale agreements, trust agreements, indentures of trust and other documents prescribing the terms and provisions applicable to any issue of Subordinate Debt or any securities which evidence Subordinate Debt.

**“Subordinate Debt Set-Aside Amounts”** means any Net Revenues set aside pursuant to the Subordinate Debt Documents in advance of payment for purposes of making payments of principal of and interest on Subordinate Debt.

**“Substantial Completion”** means, with respect to the Project, the stage at which the Project is able to perform the functions for which the Project is designed.

**“Substantial Completion Date”** means the date on which the Borrower certifies to the WIFIA Lender, with evidence satisfactory to the WIFIA Lender, that Substantial Completion has occurred.

**“System”** means the existing wastewater system of the Borrower, comprising all facilities for the collection, treatment, disposal or reuse of wastewater, including sewage treatment plants, intercepting and collecting sewers, outfall sewers, force mains, pumping stations, ejector stations, oxidation ponds, pipes, valves, machinery and all other appurtenances necessary, useful or convenient for the collection, treatment, purification, reclamation or disposal of sewage, together with any necessary lands, rights, entitlements and other property useful in connection therewith, and all extensions thereof and improvements thereto hereafter acquired, constructed or installed by the Borrower.

**“System Accounts”** means all funds, accounts or subaccounts holding Gross Revenues, including the Wastewater Fund, and such additional funds, accounts or subaccounts that may be established in connection with the System for Gross Revenues.

**“System Debt”** means all bonds, notes, loan agreements, installment sale agreements, leases or other obligations of the Borrower payable from and secured by a pledge of and lien upon any of the Net Revenues, including the Parity Debt and the Subordinate Debt.

**“System Debt Documents”** means all leases, installment sale agreements, trust agreements, indentures of trust and other documents prescribing the terms and provisions applicable to any issue of System Debt or any securities which evidence System Debt, including all Parity Debt Documents and all Subordinate Debt Documents.

**“System Reserves”** means, with respect to any Borrower Fiscal Year, the Borrower’s unrestricted and available Borrower Fiscal Year-end cash and cash equivalents, equivalent to the amount so designated as “Current Assets: Deposits and Investments Held by City” on the Borrower’s Statement of Net Position Proprietary Funds: Wastewater Management (the “Wastewater System Statement of Net Position”). For purposes of this definition, references to line items in the Wastewater System Statement of Net Position refer to those in the audited financial statements of the Borrower for the Borrower Fiscal Year ended June 30, 2019, and for



any subsequent Borrower Fiscal Year shall include such line items as reflect substantially the cash and cash equivalents that would have been included in the corresponding line items (whether or not the same terminology is used).

**“Technical and Rate Consultant”** means a single individual or firm, or a combination of one or more individuals or firms, not related to the Borrower and considered independent with respect to the Borrower (i.e. not an employee of the Borrower or any affiliate of the Borrower) authorized to do business in and qualified to practice in the areas required to provide the services required of the Technical and Rate Consultant, that together have expertise in the technical requirements for operation and maintenance of systems similar in size and scope to the System and delivering the services provided by the System, and establishing rates and charges for governmental water or wastewater systems similar in size and scope to the System, selected by the Borrower and reasonably acceptable to the WIFIA Lender.

**“Tender Option Obligations”** means any Obligation which by its terms may be tendered by and at the option of the holder thereof for payment prior to the stated maturity or redemption date thereof to either the Borrower, a tender agent or a remarketing agent.

**“Total Project Costs”** means (a) the costs paid or incurred or to be paid or incurred by the Borrower in connection with or incidental to the acquisition, design, construction and equipping of the Project, including legal, administrative, engineering, planning, design, insurance and financing (including costs of issuance); (b) amounts, if any, required by the WIFIA Loan Documents to be paid into any fund or account upon the incurrence of the WIFIA Loan, any Parity Debt, or any Subordinate Debt, in each case in respect of the Project; (c) payments when due (whether at the maturity of principal, the due date of interest, or upon optional or mandatory prepayment) during the Construction Period in respect of any indebtedness of the Borrower, in each case in connection with the Project (other than the WIFIA Loan); and (d) costs of equipment and supplies and initial working capital and reserves required by the Borrower for the commencement of operation of the Project, including general administrative expenses and overhead of the Borrower.

**“2016 State Installment Sale Agreement”** means the Installment Sale Agreement entitled “Headworks and Primary Treatment, Phase 1(A), Clean Water State Revolving Fund Project No. C06-8153-110, Agreement No. D16-01024,” in the original principal amount of \$127,068,522, dated as of December 9, 2016, between the Borrower and the State of California Water Resources Control Board.

**“2017 Bonds”** means the City of Sunnyvale Wastewater Revenue Refunding Bonds, Series 2017A and the City of Sunnyvale Taxable Wastewater Revenue Refunding Bonds, Series 2017A-T.

**“2017 Indenture”** means the Indenture of Trust, dated as of December 1, 2017, by and between the Borrower and U.S. Bank National Association, as trustee for the 2017 Bonds.

**“Uncontrollable Force”** means any cause beyond the control of the Borrower, including: (a) a hurricane, tornado, flood or similar occurrence, landslide, earthquake, fire or other casualty, strike or labor disturbance, freight embargo, act of a public enemy, explosion, war, blockade,

terrorist act, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, sabotage, or act of God (provided, that the Borrower shall not be required to settle any strike or labor disturbance in which it may be involved) or (b) the order or judgment of any federal, state or local court, administrative agency or governmental officer or body, if it is not also the result of willful or negligent action or a lack of reasonable diligence of the Borrower and the Borrower does not control the administrative agency or governmental officer or body; provided, that the diligent contest in good faith of any such order or judgment shall not constitute or be construed as a willful or negligent action or a lack of reasonable diligence of the Borrower.

“**Uniform Commercial Code**” or “**UCC**” means the Uniform Commercial Code, as in effect from time to time in the State.

“**Updated Financial Model**” means the Base Case Financial Model, updated in accordance with Section 16(a) (*Reporting Requirements – Updated Financial Model*).

“**Variable Interest Rate**” means a variable interest rate to be borne by any Permitted Debt. The method of computing such variable interest rate shall be specified in the Subordinate Debt Document pursuant to which such Permitted Debt is incurred. Such Subordinate Debt Document shall also specify either (a) the particular period or periods of time for which each value of such variable interest rate shall remain in effect or (b) the time or times upon which any change in such variable interest rate shall become effective. For avoidance of doubt, pursuant to Section 15(a) (*Negative Covenants — Indebtedness*), the Borrower may only issue Variable Interest Rate Obligations as Subordinate Debt.

“**Variable Interest Rate Obligations**” means Permitted Debt which bears a Variable Interest Rate but does not include any Permitted Debt for which the interest rate has been fixed during the remainder of the term thereof to maturity. For avoidance of doubt, pursuant to Section 15(a) (*Negative Covenants — Indebtedness*), the Borrower may only issue Variable Interest Rate Obligations as Subordinate Debt.

“**Wastewater Fund**” means the fund or funds which the Borrower has previously established for the receipt and deposit of Gross Revenues derived from the System.

“**WIFIA**” has the meaning provided in the recitals hereto.

“**WIFIA Bond**” means the bond delivered by the Borrower in substantially the form of **Exhibit A** (*Form of WIFIA Bond*).

“**WIFIA Debt Service**” means with respect to any Payment Date occurring on or after the Debt Service Payment Commencement Date, the principal portion of the WIFIA Loan Balance and any interest payable thereon (including interest accruing after the date of any filing by the Borrower of any petition in bankruptcy or the commencement of any bankruptcy, insolvency or similar proceeding with respect to the Borrower), in each case, (a) as set forth on **Exhibit F** (*WIFIA Debt Service*) and (b) due and payable on such Payment Date in accordance with the provisions of Section 8(a) (*Payment of Principal and Interest – Payment of WIFIA Debt Service*).

“**WIFIA Interest Rate**” has the meaning provided in Section 6 (*Interest Rate*).

“**WIFIA Lender**” has the meaning provided in the preamble hereto.

“**WIFIA Lender’s Authorized Representative**” means the Administrator and any other Person who shall be designated as such pursuant to Section 22 (*WIFIA Lender’s Authorized Representative*).

“**WIFIA Loan**” means the secured loan made by the WIFIA Lender to the Borrower on the terms and conditions set forth herein, pursuant to the Act, in a principal amount not to exceed \$220,628,721 (excluding capitalized interest), to be used in respect of Eligible Project Costs paid or incurred by the Borrower.

“**WIFIA Loan Balance**” means, for purposes of determining at any time the principal amount of the WIFIA Bond that interest accrues on, the sum of (i) the aggregate principal amount of the WIFIA Loan drawn by the Borrower plus (ii) capitalized interest added to the principal balance of the WIFIA Loan minus (iii) the aggregate principal amount of the WIFIA Loan repaid by the Borrower, as determined in accordance with Section 8(e) (*Payment of Principal and Interest – Adjustments to Loan Amortization Schedule*).

“**WIFIA Loan Documents**” means this Agreement, the WIFIA Bond, the Ordinance and the WIFIA Resolution.

“**WIFIA Payment Account**” means the account by that name established under Section 7(e) (*Security and Priority; Flow of Funds – Establishment of Accounts within Wastewater Fund*).

“**WIFIA Resolution**” means Resolution No. [\_\_\_\_], adopted by the City Council of the Borrower on [\_\_\_\_], 2020, authorizing the execution and delivery of this Agreement, the WIFIA Bond, and certain related actions by the Borrower in connection with the issuance of the WIFIA Loan.

## Section 2. Interpretation.

(a) Unless the context shall otherwise require, the words “hereto,” “herein,” “hereof” and other words of similar import refer to this Agreement as a whole.

(b) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders and vice versa.

(c) Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise require.

(d) The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.”

(e) Whenever the Borrower’s knowledge is implicated in this Agreement or the phrase “to the Borrower’s knowledge” or a similar phrase is used in this Agreement, the Borrower’s knowledge or such phrase(s) shall be interpreted to mean to the best of the Borrower’s knowledge

after reasonable and diligent inquiry. Unless the context shall otherwise require, references to any Person shall be deemed to include such Person's successors and permitted assigns.

(f) Unless the context shall otherwise require, references to preambles, recitals, sections, subsections, clauses, schedules, exhibits, appendices and provisions are to the applicable preambles, recitals, sections, subsections, clauses, schedules, exhibits, appendices and provisions of this Agreement.

(g) The schedules and exhibits to this Agreement, and the appendices and schedules to such exhibits, are hereby incorporated by reference and made an integral part of this Agreement.

(h) The headings or titles of this Agreement and its sections, schedules or exhibits, as well as any table of contents, are for convenience of reference only and shall not define or limit its provisions.

(i) Unless the context shall otherwise require, all references to any resolution, contract, agreement, lease or other document shall be deemed to include any amendments or supplements to, or modifications or restatements or replacements of, such documents that are approved from time to time in accordance with the terms thereof and hereof.

(j) Every request, order, demand, application, appointment, notice, statement, certificate, consent or similar communication or action hereunder by any party shall, unless otherwise specifically provided, be delivered in writing in accordance with Section 31 (*Notices*) and signed by a duly authorized representative of such party.

(k) References to "disbursements of WIFIA Loan Proceeds" or similar phrasing shall be construed as meaning the same thing as "paying the purchase price of the WIFIA Bond".

(l) Whenever this Agreement requires a change in principal amount, interest rate or amortization schedule of the WIFIA Loan, it is intended that such change be reflected in the WIFIA Bond. Whenever there is a mandatory or optional prepayment of the WIFIA Loan, it is intended that such prepayment be implemented through a prepayment of the WIFIA Bond.

## **ARTICLE II THE WIFIA LOAN**

Section 3. WIFIA Loan Amount. The principal amount of the WIFIA Loan shall not exceed \$220,628,721 (excluding any interest that is capitalized in accordance with the terms hereof). WIFIA Loan proceeds available to be drawn shall be disbursed from time to time in accordance with Section 4 (*Disbursement Conditions*) and Section 11(b) (*Conditions Precedent – Conditions Precedent to Disbursements*).

Section 4. Disbursement Conditions.

(a) WIFIA Loan proceeds shall be disbursed solely in respect of Eligible Project Costs paid or incurred and approved for payment by or on behalf of the Borrower in connection with the Project. If the Borrower intends to utilize the WIFIA Loan proceeds to make

progress payments for Project construction work performed under the Principal Project Contracts, the Borrower shall demonstrate to the satisfaction of the WIFIA Lender that such progress payments are commensurate with the value of the work that has been completed. Each disbursement of the WIFIA Loan shall be made pursuant to a requisition and certification (a “**Requisition**”) in the form set forth in **Appendix One** (*Form of Requisition*) to **Exhibit D** (*Requisition Procedures*), along with all documentation and other information required thereby, submitted by the Borrower to, and approved by, the WIFIA Lender, all in accordance with the procedures of **Exhibit D** (*Requisition Procedures*) and subject to the requirements of this Section 4 and the conditions set forth in Section 11(b) (*Conditions Precedent – Conditions Precedent to Disbursements*); provided, that no disbursements of WIFIA Loan proceeds shall be made after the Final Disbursement Date.

(b) The Borrower shall deliver copies of each Requisition to the WIFIA Lender on or before the first (1<sup>st</sup>) Business Day of each month for which a disbursement is requested. If the WIFIA Lender shall expressly approve a Requisition or shall not expressly deny a Requisition, disbursements of funds shall be made on the fifteenth (15<sup>th</sup>) day of the month for which a disbursement has been requested, or on the next succeeding Business Day if such fifteenth (15<sup>th</sup>) day is not a Business Day. Express WIFIA Lender approval or denial shall be substantially in the form annexed hereto as **Appendix Two** (*[Approval/Disapproval] of the WIFIA Lender*) to **Exhibit D** (*Requisition Procedures*). In no event shall disbursements be made more than once each month.

(c) At the time of any disbursement, the sum of all prior disbursements of WIFIA Loan proceeds and the disbursement then to be made shall not exceed the cumulative disbursements through the end of the then-current Federal Fiscal Year set forth in the Anticipated WIFIA Loan Disbursement Schedule, as the same may be amended from time to time in accordance with the terms of this Agreement. Subject to this Section 4, any scheduled disbursement (as reflected in the Anticipated WIFIA Loan Disbursement Schedule) that remains undrawn at the end of any Federal Fiscal Year shall automatically roll forward to be available in the succeeding Federal Fiscal Year, having the effect of automatically updating the Anticipated WIFIA Loan Disbursement Schedule without need for the WIFIA Lender’s approval. The Borrower may also amend the Anticipated WIFIA Loan Disbursement Schedule by submitting a revised version thereof to the WIFIA Lender no later than thirty (30) days prior to the proposed effective date of such amendment, together with a detailed explanation of the reasons for such revisions. Such revised Anticipated WIFIA Loan Disbursement Schedule shall become effective upon the WIFIA Lender’s approval thereof, which approval shall be granted in the WIFIA Lender’s sole discretion.

Section 5. Term. The term of the WIFIA Loan shall extend from the Effective Date to the Final Maturity Date or to such earlier date as all amounts due or to become due to the WIFIA Lender hereunder have been irrevocably paid in full in immediately available funds.

Section 6. Interest Rate. The interest rate with respect to the WIFIA Loan Balance (the “**WIFIA Interest Rate**”) shall be [ ] percent ([ ]%) per annum. Interest will accrue and be computed on the WIFIA Loan Balance (as well as on any past due interest) from time to time on the basis of a three hundred sixty (360) day year of twelve (12) thirty (30) day months; provided, that, upon the occurrence of an Event of Default, the Borrower shall pay interest on the WIFIA

Loan Balance at the Default Rate, (a) in the case of any Payment Default, from (and including) its due date to (but excluding) the date of actual payment and (b) in the case of any other Event of Default, from (and including) the date of such occurrence to (but excluding) the earlier of the date on which (i) such Event of Default has been cured (if applicable) in accordance with the terms of this Agreement and (ii) the WIFIA Loan Balance has been irrevocably paid in full in immediately available funds. For the avoidance of doubt, interest on the WIFIA Loan (and the corresponding WIFIA Bond) shall accrue and be payable only on those amounts for which a Requisition has been submitted and funds (or such portion of funds as have been approved by WIFIA Lender) have been made available to the Borrower for use on the Project in accordance with Section 4 (*Disbursement Conditions*).

Section 7. Security and Priority; Flow of Funds.

(a) Pledge. As security for the WIFIA Loan, and concurrently with the issuance and delivery of this Agreement, the Borrower hereby pledges, assigns and grants to the WIFIA Lender for its benefit, Liens on the Pledged Collateral in accordance with the provisions of the WIFIA Loan Documents and shall deliver to the WIFIA Lender, as the registered owner, the WIFIA Bond. The WIFIA Loan is secured by the Liens on the Pledged Collateral on a parity with the Parity Debt and senior to all Subordinate Debt.

(b) Security and Priority. The WIFIA Bond is secured by a first pledge of all of the Net Revenues, on a parity with the pledge which secures all Outstanding Parity Debt. In addition, the WIFIA Bond shall be secured by a pledge of all of the moneys in the WIFIA Payment Account, including all amounts derived from the investment of such moneys. So long as the WIFIA Bond is Outstanding, the Net Revenues and such moneys may not be used for any other purpose; except that out of the Net Revenues there may be apportioned such sums, for such purposes, as are expressly permitted by Section 7(c) (*Security and Priority; Flow of Funds – Flow of Funds*).

(c) Flow of Funds. The Borrower has previously established the Wastewater Fund, which it will continue to hold and maintain for the purposes and uses set forth herein. The Borrower shall deposit all Gross Revenues in the Wastewater Fund promptly upon the receipt thereof, and shall apply amounts in the Wastewater Fund solely for the uses and purposes set forth herein and purposes set forth in the Parity Debt Documents; provided that if amounts in the Wastewater Fund are insufficient for such purposes on the date of any required transfer, such application shall be made toward payments with respect to Parity Debt on a pro rata basis. The Borrower shall withdraw amounts on deposit in the Wastewater Fund and apply such amounts at the times and for the purposes, and in the priority, as follows:

(i) Operation and Maintenance Costs. First, when and as the same become due and payable, to pay Operation and Maintenance Costs in amounts reasonably projected to be necessary for the payment of Operation and Maintenance Costs.

(ii) Parity Debt Payments. Second, the following amounts (and if the amounts on deposit in the Wastewater Fund are at any time insufficient to enable the Borrower to make all of the transfers required in this subparagraph (ii), such transfers will be made on a pro rata basis, such that payment of the principal of and interest on any Parity Debt shall be made without preference or priority):

(A) on the first Business Day of each month, to the WIFIA Payment Account, an amount equal to 1/6th of the amount of interest payable as part of the WIFIA Debt Service on the next succeeding Interest Payment Date and an amount equal to 1/12th of the amount of principal payable as part of the WIFIA Debt Service on the next succeeding Principal Payment Date, plus an amount equal to any transfer shortfalls that remain unfunded from prior months; provided, however, that in each month intervening between the Effective Date and the next succeeding Interest Payment Date or Principal Payment Date, respectively, the amount of interest or the amount of principal, respectively, specified above shall be that amount which when multiplied by the number of deposits to the credit of the WIFIA Payment Account required to be made during such respective periods will equal the amounts required to be paid on such next succeeding Interest Payment Date and next succeeding Principal Payment Date, respectively;

(B) not later than the third Business Day preceding each interest payment date or principal payment date for any other Parity Debt (other than the WIFIA Loan), to the trustee for such Parity Debt for deposit into the debt service fund for such Parity Debt or, for Parity Debt without a trustee, directly to the lender or holder of such Parity Debt, an amount, which together with other available amounts then on deposit in the debt service fund for such Parity Debt, is at least equal to the aggregate principal of (including sinking payments) and interest coming due and payable on such Parity Debt on such interest payment date or principal payment date; and

(C) on the first Business Day of each month, if and to the extent required by any Parity Debt Documents (other than this Agreement), to the applicable set-aside accounts within the Wastewater Fund for the applicable Parity Debt, an amount equal to the Parity Debt Set-Aside Amounts for such Parity Debt accruing during such month.

(iii) Other Payments Under Parity Debt Documents. Third, to pay any other payments required to comply with the provisions of the Parity Debt Documents, including, without limitation, any replenishment of reserve funds, if any, for Parity Debt.

(iv) Parity Debt Prepayment/Redemption. Fourth, if the Borrower elects to optionally prepay the WIFIA Loan, the Borrower shall transfer to the WIFIA Lender the amount required to be paid by the Borrower under Section 9(b) (*Prepayment — Optional Prepayment*) to effect such optional prepayment, excluding interest which is payable from the WIFIA Payment Account and if the Borrower elects to redeem or prepay Outstanding Parity Debt under the applicable Parity Debt Documents, the Borrower shall transfer to the applicable trustee for deposit into the applicable redemption fund for such Parity Debt or, for Parity Debt without a trustee, directly to the lender or holder of such Parity Debt, an amount at least equal to the redemption price of such Parity Debt, excluding accrued interest, which is payable from the applicable debt service fund for such Parity Debt.

(v) Subordinate Debt Payments. Fifth, as required by the applicable Subordinate Debt Documents to (A) pay interest on (or interest component of an

installment payment of capital lease payment comprising) and principal of (or principal component of an installment payment or capital lease payment comprising) the Subordinate Debt and if amounts in the Wastewater Fund are insufficient for such purposes, such application shall be made toward payments with respect to Subordinate Debt on a pro rata basis, (B) if the Borrower elects to optionally redeem Outstanding Subordinate Debt under the applicable Subordinate Debt Documents, the Borrower shall transfer to the applicable trustee for deposit into the applicable redemption fund for such Subordinate Debt or, for Subordinate Debt without a trustee, directly to the lender or holder of such Subordinate Debt, an amount at least equal to the redemption price of the Subordinate Debt, excluding accrued interest, which is payable from the applicable debt service fund for such Subordinate Debt, and (C) to replenish any reserve funds, if any, for Subordinate Debt.

(vi) Remainder. Sixth, any remainder of the Gross Revenues shall be retained in the Wastewater Fund, and, so long as all of the required payments described in clauses (i) through (v) above have been made by the Borrower, available to be used for any other lawful purpose of the Borrower relating to the System, subject to the requirements of Section 7(d)(iii) (*Security and Priority; Flow of Funds — Application of Wastewater Fund Generally*). For avoidance of doubt, any remainder of the Gross Revenues not required to make any of the payments required above or expended by the Borrower at any time for any purpose permitted by law relating to the System as set forth above shall remain Net Revenues and remain subject to the pledge and lien provided in Section 7(a) (*Security and Priority; Flow of Funds — Pledge*).

(d) Application of Wastewater Fund Generally.

(i) All Gross Revenues received shall be deposited into the Wastewater Fund when and as received and applied only as set forth above.

(ii) The Borrower shall not permit Gross Revenues or other assets of the System, or any funds in the Wastewater Fund or any other System Account held by or on behalf of the Borrower, to be paid or transferred or otherwise applied for purposes other than ownership, operation or maintenance of, or capital improvements to, the System. The Borrower shall not use Gross Revenues to make any payments or satisfy any obligations other than in accordance with the provisions of this Section 7 and shall not apply any portion of the Gross Revenues in contravention of this Agreement. The Borrower shall manage, conserve and apply amounts on deposit in the Wastewater Fund in such a manner that all deposits required to be made under Section 7(c) (*Security and Priority; Flow of Funds – Flow of Funds*) will be made at the times and in the amounts so required.

(iii) The Borrower shall manage, conserve and apply moneys in the Wastewater Fund in such a manner that all deposits required to be made under this Section 7 and under the Parity Debt Documents will be made at the times and in the amounts so required. Subject to the foregoing sentence, so long as no Event of Default has occurred and is continuing, the Borrower may at any time use and apply moneys in the Wastewater Fund for any one or more of the following purposes: (A) the acquisition and construction of improvements to the System; (B) the redemption of any Parity Debt or other System



Debt, as the Borrower in its discretion may determine; or (C) any other lawful purpose of the Borrower relating to the System.

(e) Establishment of WIFIA Payment Account; Application of WIFIA Payment Account. The Borrower has previously established the Wastewater Fund on its books of account and records, which the Borrower shall continue to hold and maintain for the purposes and uses set forth herein. Within the Wastewater Fund the Borrower shall establish the WIFIA Payment Account, to be held by the Borrower in trust solely for the benefit of the WIFIA Lender, which fund the Borrower agrees and covenants to maintain and to hold separate and apart from other funds until the date the WIFIA Bond and the obligations of the Borrower under this Agreement (other than contingent indemnity obligations) are irrevocably paid in full in immediately available funds. On or before each Payment Date, moneys in the WIFIA Payment Account shall be applied to pay the WIFIA Debt Service due on such Payment Date.

(f) Deposits in the Event of Deficiency. If there shall be a deficiency at any time in Gross Revenues required to make the deposits required pursuant to clauses (i), (ii), (iii), (iv) or (v) of Section 7(c) (*Security and Priority; Flow of Funds – Flow of Funds*) above, the Borrower shall make the required deposits from available amounts in the Wastewater Fund, including the Parity Debt Set-Aside Amounts and the Subordinate Debt Set-Aside Amounts, with transfers going first to fund the requirements of clause (i) of Section 7(c) (*Security and Priority; Flow of Funds – Flow of Funds*) above, second to fund the requirements of clause (ii) of Section 7(c) (*Security and Priority; Flow of Funds – Flow of Funds*) above, third to fund the requirements of clause (iii) of Section 7(c) (*Security and Priority; Flow of Funds – Flow of Funds*) above, fourth to fund the requirements of clause (iv) of Section 7(c) (*Security and Priority; Flow of Funds – Flow of Funds*) above, and fifth to fund the requirements of clause (v) of Section 7(c) (*Security and Priority; Flow of Funds – Flow of Funds*) above.

(g) Establishment of Revenue Stabilization Fund. The Borrower has the right at any time to establish a Revenue Stabilization Fund to be held by it and administered in accordance with this Section 7, for the purpose of stabilizing the rates and charges imposed by the Borrower with respect to the System. From time to time the Borrower may deposit amounts in the Revenue Stabilization Fund, from any source of legally available funds, including but not limited to Net Revenues which are released from the pledge and lien which secures the WIFIA Bond, as the Borrower may determine. The Borrower may, but is not required to, withdraw amounts on deposit in the Revenue Stabilization Fund and deposit such amounts in the Wastewater Fund in any Borrower Fiscal Year for the purpose of paying the principal of and interest on the WIFIA Bond and any Outstanding Parity Debt coming due and payable in such Borrower Fiscal Year. Amounts so transferred from the Revenue Stabilization Fund to the Wastewater Fund shall constitute Gross Revenues for such Borrower Fiscal Year (except as otherwise provided herein), and shall be applied for the purposes of the Wastewater Fund. Amounts on deposit in the Revenue Stabilization Fund shall not be pledged to or otherwise secure the WIFIA Bond or any Parity Debt.

To the extent that the Borrower appropriates funds from Gross Revenues into the Revenue Stabilization Fund for the System, a deduction shall be made from Gross Revenues of the System in the Borrower Fiscal Year during which said transfer occurred for purposes of calculations to be made under Section 14(a) (*Affirmative Covenants — Rate Covenant*) and Section 15(a) (*Negative Covenants — Indebtedness*). To the extent that the Borrower appropriates

funds from the Revenue Stabilization Fund into the Wastewater Fund, the Borrower may count the funds so transferred as Gross Revenues in the Borrower Fiscal Year in which said transfer occurs, for purposes of calculations to be made under Section 14(a) (*Affirmative Covenants — Rate Covenant*) and Section 15(a) (*Negative Covenants — Indebtedness*).

All interest or other earnings on deposits in the Revenue Stabilization Fund shall be retained therein or, at the option of the Borrower, be applied for any other lawful purposes. The Borrower has the right at any time to withdraw any or all amounts on deposit in the Revenue Stabilization Fund and apply such amounts for any other lawful purposes of the Borrower.

(h) Except (i) for Permitted Liens, or (ii) to the extent otherwise provided in Section 7(a) (*Security and Priority; Flow of Funds – Pledge*), the Pledged Collateral will be free and clear of any pledge, Lien, charge or encumbrance thereon or with respect thereto, of equal rank with or senior to the pledge of the Borrower created hereunder, and all organizational, regulatory or other necessary action on the part of the Borrower with respect to the foregoing has been duly and validly taken.

(i) The Borrower shall not use Gross Revenues to make any payments or satisfy any obligations other than in accordance with the provisions of this Section 7 and shall not apply any portion of the Gross Revenues in contravention of this Agreement.

Section 8. Payment of Principal and Interest.

(a) Payment of WIFIA Debt Service.

(i) On each Payment Date occurring on or after the Debt Service Payment Commencement Date, the Borrower shall pay WIFIA Debt Service by making (i) semi-annual payments of interest, on each Interest Payment Date, (ii) semi-annual payments of principal, on each Principal Payment Date, and (iii) payments of any other amounts on each other date on which payment thereof is required to be made hereunder (including the Final Maturity Date and any date on which payment is due by reason of the mandatory redemption or prepayment or the acceleration of the maturity of the WIFIA Loan or otherwise); provided, that if any such date is not a Business Day, payment shall be made on the next Business Day following such date. Payments of WIFIA Debt Service shall be made in the amounts and on the Payment Dates as set forth in **Exhibit F** (*WIFIA Debt Service*), as the same may be revised pursuant to Section 8(e) (*Payment of Principal and Interest – Adjustments to Loan Amortization Schedule*), and shall be calculated by the WIFIA Lender in such manner that each of such payments shall be approximately equal in amount, in order for the WIFIA Loan Balance to be reduced to \$0 on the Final Maturity Date.

(ii) Notwithstanding anything herein to the contrary, the WIFIA Loan Balance and any accrued interest thereon shall be due and payable in full on the Final Maturity Date (or on any earlier date on which the WIFIA Loan and corresponding WIFIA

Bond are subject to mandatory redemption or prepayment prior to maturity thereof or accelerated pursuant to Section 17 (*Events of Default and Remedies*)).

(b) Capitalized Interest Period. No payment of the principal of or interest on the WIFIA Loan is required to be made during the Capitalized Interest Period. Interest on amounts capitalized pursuant to this Section 8(b) shall commence on the date such interest is added to the principal balance of the WIFIA Loan (and corresponding WIFIA Bond) during the Capitalized Interest Period. On each April 1 and October 1 occurring during the Capitalized Interest Period and on the day immediately following the end of the Capitalized Interest Period, interest accrued on the WIFIA Loan in the six (6) month period ending immediately prior to such date shall be capitalized and added to the WIFIA Loan Balance. Within thirty (30) days after the end of the Capitalized Interest Period, the WIFIA Lender shall give written notice to the Borrower stating the WIFIA Loan Balance as of the close of business on the last day of the Capitalized Interest Period, which statement thereof shall be deemed conclusive absent manifest error; provided, however, that no failure to give or delay in giving such notice shall affect any of the obligations of the Borrower hereunder or under any of the other WIFIA Loan Documents. Notwithstanding the foregoing, the Capitalized Interest Period shall end immediately upon written notification to the Borrower by the WIFIA Lender that an Event of Default has occurred, in which case the provisions of this Section 8(b) shall no longer apply and payments of principal and interest shall be currently due and payable in accordance with the terms hereof and interest shall no longer be capitalized. For purposes of this Section 8(b), an Event of Default under Section 17(a)(v) (*Events of Default and Remedies – Cross Default with Other Financing Documents*) shall be deemed to have occurred upon the occurrence of any nonpayment of principal of, interest on or redemption price of Parity Debt when due, regardless of whether the holders of the applicable Debt or the trustee for the applicable obligations, or any legal order, has waived, permitted deferral of, or forgiven any such payment.

(c) WIFIA Bond. As evidence of the Borrower's obligation to repay the WIFIA Loan, the Borrower shall issue and deliver to the WIFIA Lender, on or prior to the Effective Date, the WIFIA Bond substantially in the form of **Exhibit A** (*Form of WIFIA Bond*), having a maximum principal amount (excluding capitalized interest) of \$220,628,721, bearing interest at the WIFIA Interest Rate and having principal and interest payable on the same dates set forth herein. Any payment in respect of the WIFIA Bond shall be treated as a payment in respect of the WIFIA Loan and any prepayment of principal in respect of the WIFIA Loan shall be treated as a redemption in respect of the WIFIA Bond.

(d) Manner of Payment. Payments under this Agreement (and the WIFIA Bond, which payments shall not be duplicative) shall be made by wire transfer on or before each Payment Date in Dollars and in immediately available funds (without counterclaim, offset or deduction) in accordance with the payment instructions set forth in **Schedule IV** (*WIFIA Payment Instructions*), as may be modified in writing from time to time by the WIFIA Lender. The Borrower may make any such payment or portion thereof with funds then on deposit in the WIFIA Payment Account.

(e) Adjustments to Loan Amortization Schedule. (i) The WIFIA Loan Balance will be (A) increased on each occasion on which the WIFIA Lender disburses loan proceeds hereunder, by the amount of such disbursement of loan proceeds; (B) increased on each occasion on which interest on the WIFIA Loan is capitalized pursuant to the provisions of Section 8(b)

(*Payment of Principal and Interest – Capitalized Interest Period*), by the amount of interest so capitalized; and (C) decreased upon each payment or prepayment of the WIFIA Loan Balance, by the amount of principal so paid. The WIFIA Lender may in its discretion at any time and from time to time, or when so requested by the Borrower, advise the Borrower by written notice of the amount of the WIFIA Loan Balance as of the date of such notice, and its determination of such amount in any such notice shall be deemed conclusive absent manifest error.

(ii) The WIFIA Lender is hereby authorized to modify the Loan Amortization Schedule included in **Exhibit F** (*WIFIA Debt Service*) from time to time, in accordance with the principles set forth below in this Section 8(e), to reflect (i) any change to the WIFIA Loan Balance, (ii) any change to the date and amount of any principal or interest due and payable or to become due and payable by the Borrower under this Agreement, and (iii) such other information as the WIFIA Lender may determine is necessary for administering the WIFIA Loan and this Agreement. Any calculations described above shall be rounded up to the nearest whole cent. Any adjustments or revisions to the Loan Amortization Schedule as a result of changes in the WIFIA Loan Balance shall be applied to reduce future payments due on the WIFIA Bond either on a pro rata basis or in inverse order of maturity, at the option of the Borrower, other than prepayments which shall be applied in accordance with Section 9(d) (*Prepayment – General Prepayment Instructions*). Absent manifest error, the WIFIA Lender's determination of such matters as set forth on **Exhibit F** (*WIFIA Debt Service*) shall be conclusive evidence thereof; provided, however, that neither the failure to make any such recordation nor any error in such recordation shall affect in any manner the Borrower's obligations hereunder or under any other WIFIA Loan Document. The WIFIA Lender shall provide the Borrower with a copy of **Exhibit F** (*WIFIA Debt Service*) as revised, but no failure to provide or delay in providing the Borrower with such copy shall affect any of the obligations of the Borrower under this Agreement or the other WIFIA Loan Documents.

Section 9. Prepayment.

(a) Mandatory Prepayment.

(i) The Borrower shall prepay one hundred percent (100%) of the WIFIA Loan Balance in full in immediately available funds upon the occurrence of a Bankruptcy Related Event, the Event of Default in Section 17(a)(iv) (*Events of Default and Remedies – Acceleration of Parity Debt*) or the Event of Default in Section 17(a)(viii) (*Events of Default and Remedies – Invalidity of WIFIA Loan Documents*). Such mandatory prepayment shall include all accrued and unpaid interest on the amount to be prepaid to the date of prepayment, without prepayment premium, and shall further include payment of all other System Debt in respect of the WIFIA Loan, including fees and expenses, then due and payable. Upon the occurrence of a Bankruptcy Related Event, the Borrower shall promptly deliver to the WIFIA Lender a notice of such Bankruptcy Related Event; provided, that the Borrower's failure to deliver such notice shall not diminish, impair or otherwise affect the Borrower's obligation to make any such mandatory prepayment as and when the circumstances requiring such mandatory prepayment have occurred.

(ii) Commencing with the Borrower Fiscal Year ending June 30, 2035, if the audited financial statements of the System for a Borrower Fiscal Year shows a year-end balance of System Reserves that exceeds twice the amount of Operation and Maintenance Costs during that Borrower Fiscal Year (any such excess is referred to as the “**Excess Reserves**”), the Borrower shall prepay a portion of the WIFIA Loan Balance in an amount equal to such Excess Reserves, provided that no prepayment will be required if the amount of Excess Reserves is less than \$1,000,000. If the amount of Excess Reserves equals or exceeds \$1,000,000, not later than thirty (30) days following completion of the System’s audited financial statements for the applicable Borrower Fiscal Year the Borrower shall deliver a notice of Excess Reserves to the WIFIA Lender (the “**Excess Reserves Mandatory Prepayment Notice**”) stating the amount of the Excess Reserves and the date of the mandatory prepayment (as determined in accordance with the following sentence). The Borrower shall prepay an amount of the WIFIA Loan Balance equal to the amount of the Excess Reserves in immediately available funds on the next Payment Date that is at least ten (10) days following the date the Excess Reserves Mandatory Prepayment Notice was given (or, if the Borrower fails to deliver such notice, ten (10) days following the date by which the notice was required to have been given). Such mandatory prepayment shall include all accrued and unpaid interest on the amount to be prepaid to the date of prepayment, without prepayment premium, and shall further include payment of all other System Debt in respect of the WIFIA Loan, including fees and expenses, then due and payable.

(b) Optional Prepayments. The Borrower may prepay the WIFIA Loan in whole at any time or in part on any Payment Date (but in the case of a partial prepayment the Borrower is limited to one prepayment annually) and, if in part, the amounts thereof to be prepaid shall be determined by the Borrower; provided, however, that such prepayments shall be in principal amounts of \$1,000,000 or any integral multiple of \$1.00 in excess thereof, from time to time, without penalty or premium, by paying to the WIFIA Lender such principal amount of the WIFIA Loan to be prepaid, together with the unpaid interest accrued on the amount of principal so prepaid to the date of such prepayment and shall further include payment of all other System Debt in respect of the WIFIA Loan, including fees and expenses, then due and payable. Each prepayment of the WIFIA Loan pursuant to this Section 9(b) shall be made on such Payment Date and in such principal amount as shall be specified by the Borrower in a written notice delivered to the WIFIA Lender not less than ten (10) days or more than thirty (30) days prior to the date set for prepayment, unless otherwise agreed by the WIFIA Lender. At any time between delivery of such written notice and the applicable optional prepayment, the Borrower may, without penalty or premium, rescind its announced optional prepayment by further written notice to the WIFIA Lender. Anything in this Section 9(b) to the contrary notwithstanding, the failure by the Borrower to make any optional prepayment shall not constitute a breach or default under this Agreement.

(c) Borrower’s Certificate. Each prepayment pursuant to this Section 9 shall be effected by a certificate signed by the Borrower’s Authorized Representative identifying the provision of this Agreement pursuant to which such prepayment is being made and containing a calculation in reasonable detail of the amount of such prepayment.

(d) General Prepayment Instructions. Upon the WIFIA Lender’s receipt of confirmation that payment in full of the entire WIFIA Loan Balance and any unpaid interest, fees

and expenses with respect thereto has occurred as a result of a mandatory or optional prepayment, the WIFIA Lender shall surrender the WIFIA Bond to the Borrower or its representative at the principal office of the WIFIA Lender. If the Borrower prepays only part of the unpaid balance of principal of the WIFIA Loan, the WIFIA Lender may make a notation on **Exhibit F** (*WIFIA Debt Service*) indicating the amount of principal of and interest on the WIFIA Loan then being prepaid. Absent manifest error, the WIFIA Lender's determination of such matters as set forth on **Exhibit F** (*WIFIA Debt Service*) shall be conclusive evidence thereof; provided, however, that neither the failure to make any such recordation nor any error in such recordation shall affect in any manner the Borrower's obligations hereunder or under any other WIFIA Loan Document. All such partial optional prepayments of principal shall be applied to reduce future payments due on the WIFIA Loan either on a pro rata basis or in inverse order of maturity, at the option of the Borrower. All such partial mandatory prepayments of principal from Excess Reserves shall be applied to reduce future payments due on the WIFIA Loan on a pro rata basis. If such funds have not been so paid on the prepayment date, such principal amount of the WIFIA Loan shall continue to bear interest until payment thereof at the rate provided for in Section 6 (*Interest Rate*).

Section 10. Fees and Expenses.

(a) Fees. The Borrower shall pay to the WIFIA Lender:

(i) a servicing set-up fee equal to \$[15,610] (the "**Servicing Set-Up Fee**"), which shall be due and payable within thirty (30) days after receipt of an invoice from the WIFIA Lender with respect thereto (or, if earlier, the first disbursement date of the WIFIA Loan);

(ii) an annual construction period servicing fee equal to \$[15,610] (the "**Construction Period Servicing Fee**"), which shall accrue on the first Business Day of the then-current Federal Fiscal Year and shall be due and payable on or prior to each November 15 during the Construction Period (including the Federal Fiscal Year during which the Substantial Completion Date occurs); provided, that the initial Construction Period Servicing Fee shall be due and payable within thirty (30) days after receipt of an invoice from the WIFIA Lender with respect thereto (or, if earlier, the first disbursement date of the WIFIA Loan), in a pro-rated amount equal to \$[3,900]; and

(iii) an annual operating period servicing fee equal to \$[7,810] (the "**Operating Period Servicing Fee**"), which shall accrue on the first Business Day of the then-current Federal Fiscal Year and shall be due and payable on or prior to each November 15, beginning with the first November 15 following the end of the Federal Fiscal Year during which the Substantial Completion Date occurs, until (and including) the Final Maturity Date; provided, that the Operating Period Servicing Fee due and payable with respect to the Federal Fiscal Year during which the Final Maturity Date occurs shall be equal to the pro-rata monthly portion of the then applicable Operating Period Servicing Fee multiplied by the number of partial or whole months remaining between October 1 and the Final Maturity Date.

(b) The amount of each Construction Period Servicing Fee (other than the initial Construction Period Servicing Fee) and each Operating Period Servicing Fee shall be adjusted in

proportion to the percentage change in CPI for the calendar year immediately preceding the calendar year during which such fee is due. The WIFIA Lender shall notify the Borrower of the amount of each such fee at least thirty (30) days before payment is due, which determination shall be conclusive absent manifest error.

(c) Expenses. The Borrower agrees, whether or not the transactions hereby contemplated shall be consummated, to reimburse the WIFIA Lender on demand from time to time, within thirty (30) days after receipt of any invoice from the WIFIA Lender, for any and all fees, costs, charges, and expenses incurred by it (including the fees, costs, and expenses of its legal counsel, financial advisors, auditors and other consultants and advisors) in connection with the negotiation, preparation, execution, delivery, and performance of this Agreement and the other WIFIA Loan Documents and the transactions hereby and thereby contemplated, including attorneys', and engineers' fees and professional costs, including all such fees, costs, and expenses incurred as a result of or in connection with (i) the enforcement of or attempt to enforce, or the protection or preservation of any right or claim under, the Pledged Collateral or any provision of this Agreement or any of the other WIFIA Loan Documents or the rights of the WIFIA Lender thereunder; (ii) any amendment, modification, waiver, or consent with respect to this Agreement or any other Related Document; and (iii) any work-out, restructuring, or similar arrangement of the obligations of the Borrower under this Agreement or the other WIFIA Loan Documents, including during the pendency of any Event of Default.

(d) The obligations of the Borrower under this Section 10 shall survive the payment or prepayment in full or transfer of the WIFIA Bond, the enforcement of any provision of this Agreement or the other WIFIA Loan Documents, any such amendments, waivers or consents, any Event of Default, and any such workout, restructuring, or similar arrangement.

### **ARTICLE III CONDITIONS PRECEDENT**

#### Section 11. Conditions Precedent.

(a) Conditions Precedent to Effectiveness. Notwithstanding anything in this Agreement to the contrary, this Agreement shall not become effective until each of the following conditions precedent has been satisfied or waived in writing by the WIFIA Lender in its sole discretion:

(i) The Borrower shall have duly executed and delivered to the WIFIA Lender this Agreement and the WIFIA Bond in form and substance satisfactory to the WIFIA Lender.

(ii) The Borrower shall have delivered to the WIFIA Lender complete and fully executed copies of the WIFIA Resolution and the Ordinance, along with a certification in the Closing Certificate that each such document is complete, fully executed and in full force and effect, and that all conditions contained in such documents that are necessary to the closing of the WIFIA transactions contemplated hereby have been fulfilled.

(iii) The Borrower shall have delivered to the WIFIA Lender complete and fully executed copies of each Existing Principal Project Contract, together with any amendments, waivers or modifications thereto, along with a certification in the Closing Certificate that each such document is complete, fully executed and in full force and effect.

(iv) The Borrower shall have delivered to the WIFIA Lender (A) a copy of Chapter 3.70 (commencing with Section 3.70.010) of the Sunnyvale Municipal Code, as in effect on the Effective Date, along with a certification in the Closing Certificate that its Organizational Documents (including Chapter 3.70 (commencing with Section 3.70.010) of the Sunnyvale Municipal Code) are in full force and effect, and (B) other than the WIFIA Resolution, all further instruments and documents (including any resolutions, ordinances, and supplements) as are necessary for the Borrower to execute and deliver, and to perform its obligations under, the WIFIA Loan Documents to which it is a party and to consummate and implement the transactions contemplated by the WIFIA Loan Documents.

(v) Counsel to the Borrower shall have rendered to the WIFIA Lender legal opinions satisfactory to the WIFIA Lender in its sole discretion (including those opinions set forth on **Exhibit G-1** (*Opinions Required from Counsel to Borrower*) and Bond Counsel shall have rendered to the WIFIA Lender legal opinions satisfactory to the WIFIA Lender in its sole discretion (including those opinions set forth on **Exhibit G-2** (*Opinions Required from Bond Counsel*)).

(vi) The Borrower shall have delivered to the WIFIA Lender the Non-Debarment Certificate.

(vii) The Borrower shall have delivered to the WIFIA Lender the Non-Lobbying Certificate.

(viii) The Borrower shall have delivered to the WIFIA Lender a certificate, together with an incumbency certificate, signed by the Borrower's Authorized Representatives, substantially in the form attached hereto as **Exhibit H** (*Form of Closing Certificate*) (the "**Closing Certificate**") (A) designating the Borrower's Authorized Representative, (B) confirming such person's position and incumbency, and (C) certifying as to the satisfaction of the following conditions precedent:

(1) the aggregate of all funds committed to the development and construction of the Project as set forth in the Base Case Financial Model and in the Project Budget are sufficient to carry out the Project, pay all Total Project Costs anticipated for the Project and achieve Substantial Completion by the Projected Substantial Completion Date;

(2) the Borrower has obtained all Governmental Approvals necessary (x) as of the Effective Date in connection with the Project and (y) to execute and deliver, and perform its obligations under the WIFIA Loan Documents, and all such Governmental Approvals are final, non-



appealable, and in full force and effect (and are not subject to any notice of violation, breach, or revocation);

(3) as of the Effective Date, (x) the maximum principal amount of the WIFIA Loan (excluding any interest that is capitalized in accordance with the terms hereof), together with the amount of any other credit assistance provided under the Act to the Borrower, does not exceed forty-nine percent (49%) of reasonably anticipated Eligible Project Costs and (y) the total federal assistance provided to the Project, including the maximum principal amount of the WIFIA Loan (excluding any interest that is capitalized in accordance with the terms hereof), does not exceed eighty percent (80%) of Total Project Costs;

(4) the Borrower is in compliance with NEPA and any applicable federal, state or local environmental review and approval requirements with respect to the Project, and, if requested by the WIFIA Lender, has provided evidence satisfactory to the WIFIA Lender of such compliance;

(5) the Borrower has developed, and identified adequate revenues to implement, a plan for operating, maintaining and repairing the Project during its useful life;

(6) the Borrower has (A) obtained a Federal Employer Identification Number, (B) obtained a Data Universal Numbering System number, and (C) registered with, and obtained confirmation of active registration status from, the federal System for Award Management ([www.SAM.gov](http://www.SAM.gov));

(7) the Borrower has obtained a CUSIP number for the WIFIA Loan for purposes of monitoring through EMMA;

(8) the representations and warranties of the Borrower set forth in this Agreement and in each other Related Document to which the Borrower is a party are true and correct on and as of the date hereof, except to the extent that such representations and warranties expressly relate to an earlier date, in which case such representations and warranties were true and correct as of such earlier date; and

(9) except as otherwise disclosed by the Borrower, no Material Adverse Effect, or any event or condition that could reasonably be expected to have a Material Adverse Effect, has occurred or arisen since [October 10, 2019].

(ix) The Borrower shall have provided evidence to the WIFIA Lender's satisfaction, no more than thirty (30) days prior to the Effective Date, of the assignment by at least two (2) Nationally Recognized Rating Agencies of a public Investment Grade Rating to the Parity Debt then Outstanding and any Parity Debt proposed to be issued for

the Project (including the WIFIA Loan) and a public rating on the WIFIA Loan, along with a certification in the Closing Certificate that no such rating has been reduced, withdrawn or suspended as of the Effective Date.

(x) The Borrower shall have delivered to the WIFIA Lender a Base Case Financial Model in form and substance acceptable to the WIFIA Lender, along with a certification in the Closing Certificate that such Base Case Financial Model (A) demonstrates that projected Gross Revenues are sufficient to meet the Loan Amortization Schedule, (B) demonstrates compliance with the Rate Covenant for each Borrower Fiscal Year through the Final Maturity Date and Net Revenues not less than the amounts required by Section 15(a)(iii)(2) (*Negative Covenants Indebtedness — Additional Parity Debt*) and Section 15(a)(iv)(B) (*Negative Covenants Indebtedness — Additional Subordinate Debt*) for each Payment Period through the Final Maturity Date; (C) reflects principal amortization and interest payment schedules acceptable to the WIFIA Lender and (D) demonstrates that the Borrower has developed, and identified adequate revenues to implement, a plan for operating, maintaining and repairing the Project over the useful life of the Project.

(xi) The Borrower shall have delivered to the WIFIA Lender (A) (1) certificates of insurance or (2) if the Borrower is self-insured, a certificate of the Borrower's risk management department pertaining to the Borrower's self-insurance program, in each case along with a certification in the Closing Certificate that such insurance certificate is true and correct and demonstrates compliance with the requirements of Section 14(f) (*Affirmative Covenants – Insurance*) and (B) at the WIFIA Lender's request, copies of such insurance policies and/or, if applicable, documents pertaining to the Borrower's self-insurance program and documents pertaining to the Borrower's self-insurance program.

(xii) No later than thirty (30) days prior to the Effective Date, the Borrower shall have delivered to the WIFIA Lender the Public Benefits Report.

(xiii) The Borrower shall have provided the WIFIA Lender records of any Eligible Project Costs incurred prior to the Effective Date, in form and substance satisfactory to the WIFIA Lender.

(xiv) The Borrower shall have paid in full all invoices delivered by the WIFIA Lender to the Borrower as of the Effective Date for the fees and expenses of the WIFIA Lender's counsel and financial advisors and any auditors or other consultants retained by the WIFIA Lender for the purposes hereof.

(xv) The WIFIA Payment Account shall have been established by the Borrower in the Wastewater Fund.

(xvi) The Borrower shall have delivered such other agreements, documents, instruments, opinions and other items required by the WIFIA Lender, all in form and substance satisfactory to the WIFIA Lender.

(b) Conditions Precedent to Disbursements. Notwithstanding anything in this Agreement to the contrary, the WIFIA Lender shall have no obligation to make any disbursement of WIFIA Loan proceeds to the Borrower (including the initial disbursement hereunder) until each of the following conditions precedent has been satisfied or waived in writing by the WIFIA Lender in its sole discretion:

(i) The Borrower shall have provided to the WIFIA Lender evidence satisfactory to the WIFIA Lender that (A) the aggregate amount of all disbursements of the WIFIA Loan (including the requested disbursement but excluding any interest that is capitalized in accordance with the terms hereof) shall not exceed (1) \$220,628,721, (2) the amount of Eligible Project Costs paid or incurred by the Borrower, and (3) the cumulative disbursements through the end of the current Federal Fiscal Year as set forth in the Anticipated WIFIA Loan Disbursement Schedule; (B) the Borrower has sufficient available funds committed to the Project, which together with funds that remain available and not yet drawn under the WIFIA Loan, will be sufficient to pay the reasonably anticipated remaining Total Project Costs; and (C) the total federal assistance provided to the Project, including the maximum principal amount of the WIFIA Loan (excluding any interest that is capitalized in accordance with the terms hereof), does not exceed eighty percent (80%) of Total Project Costs.

(ii) The Borrower shall have provided an Updated Financial Model in compliance with the requirements of Section 16(a) (*Reporting Requirements – Updated Financial Model*).

(iii) The Borrower shall have delivered to the WIFIA Lender a Requisition that complies with the provisions of Section 4 (*Disbursement Conditions*) (including satisfactory Eligible Project Costs Documentation relating to such Requisition), and the WIFIA Lender shall have approved (or be deemed to have approved in accordance with Section 4(b) (*Disbursement Conditions*)) such Requisition. The Borrower's Authorized Representative shall also certify in such Requisition that:

(1) all Governmental Approvals necessary as of the time of such disbursement for the development, construction, operation and maintenance of the Project have been issued and are in full force and effect (and are not subject to any notice of violation, breach or revocation);

(2) each of the insurance policies obtained by the Borrower and by any applicable Principal Project Party in satisfaction of the conditions in Section 14(f) (*Affirmative Covenants – Insurance*) is in full force and effect, and no notice of termination thereof has been issued by the applicable insurance provider;

(3) at the time of, and immediately after giving effect to, any disbursement of WIFIA Loan proceeds then currently requested, (A) no Default or Event of Default hereunder shall have occurred and be continuing and (B) no event of default or default that, with the giving of notice or the passage of time or both, would constitute an event of default, in each case, under any other Related Document, shall have occurred and be continuing. No Material Adverse Effect, or any event or condition that could reasonably

be expected to result in a Material Adverse Effect, shall have occurred since [October 10, 2019];

(4) the Borrower, and each of its contractors and subcontractors at all tiers with respect to the Project, has complied with all applicable laws, rules, regulations and requirements, including without limitation 40 U.S.C. §§3141-3144, 3146, and 3147 (relating to Davis-Bacon Act requirements) (and regulations relating thereto) and 33 U.S.C. §3914 (relating to American iron and steel products). Supporting documentation, such as certified payroll records and certifications for all iron and steel products used for the Project, are being maintained and are available for review upon request by the WIFIA Lender; and

(5) the representations and warranties of the Borrower set forth in this Agreement (including Section 12 (*Representations and Warranties of Borrower*)) and in each other Related Document shall be true and correct as of each date on which any disbursement of the WIFIA Loan is made, except to the extent such representations and warranties expressly relate to an earlier date (in which case, such representations and warranties shall be true and correct as of such earlier date).

(iv) To the extent not previously delivered to the WIFIA Lender, the Borrower shall have delivered to the WIFIA Lender copies of any WIFIA Loan Documents (including any amendment, modification or supplement thereto) entered into after the Effective Date, along with a certification in the Requisition that each such document is complete, fully executed and in full force and effect.

(v) To the extent not previously delivered to the WIFIA Lender, the Borrower shall have provided copies of any Principal Project Contracts (including any amendment, waiver, modification or supplement thereto) entered into after the Effective Date, along with a certification in the Requisition that each such document is complete, fully executed and in full force and effect.

(vi) The Borrower shall have paid in full (A) any outstanding Servicing Fees due and payable under Section 10 (*Fees and Expenses*) and (B) all invoices received from the WIFIA Lender as of the date of disbursement of the WIFIA Loan and delivered by the WIFIA Lender to the Borrower, for the fees and expenses of the WIFIA Lender's counsel and financial advisors and any auditors or other consultants retained by the WIFIA Lender for the purposes hereof.

#### **ARTICLE IV REPRESENTATIONS AND WARRANTIES**

Section 12. Representations and Warranties of Borrower. The Borrower hereby represents and warrants that, as of the Effective Date and, as to each of the representations and warranties below other than those contained in Section 12(b) (*Representations and Warranties of Borrower – Officers' Authorization*), Section 12(k) (*Representations and Warranties of Borrower – Credit Ratings*), and the first sentence of Section 12(n) (*Representations and Warranties of*

*Borrower – Principal Project Contracts*), as of each date on which any disbursement of the WIFIA Loan is requested or made:

(a) Organization; Power and Authority. The Borrower is a municipal corporation and charter city duly organized and validly existing under its Organizational Documents and the laws of the State, has full legal right, power and authority to enter into the Related Documents then in existence, to execute and deliver this Agreement and the WIFIA Bond, and to carry out and consummate all transactions contemplated hereby and thereby and has duly authorized the execution, delivery and performance of this Agreement, the WIFIA Bond, and the Related Documents.

(b) Officers' Authorization. As of the Effective Date, the officers of the Borrower executing (or that previously executed) the Related Documents, and any certifications or instruments related thereto, to which the Borrower is a party are (or were at the time of such execution) duly and properly in office and fully authorized to execute the same.

(c) Due Execution; Enforceability. Each of the Related Documents in effect as of any date on which this representation and warranty is made, and to which the Borrower is a party has been duly authorized, executed and delivered by the Borrower and constitutes the legal, valid and binding agreement of the Borrower enforceable against the Borrower in accordance with its terms, except as such enforceability (i) may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors generally and (ii) is subject to general principles of equity (regardless of whether enforceability is considered in equity or at law).

(d) Non-Contravention. The execution and delivery of the Related Documents to which the Borrower is a party, the consummation of the transactions contemplated by the Related Documents, and the fulfillment of or compliance with the terms and conditions of all of the Related Documents, will not (i) conflict with the Borrower's Organizational Documents or the WIFIA Resolution, (ii) conflict in any material respect with, or constitute a violation, breach or default (whether immediately or after notice or the passage of time or both) by the Borrower of or under, any applicable law, administrative rule or regulation, any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, loan agreement, lease, contract or other agreement or instrument to which the Borrower is a party or by which it or its properties or assets are otherwise subject or bound, or (iii) result in the creation or imposition of any prohibited Lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Borrower.

(e) Consents and Approvals. No consent or approval of any trustee, holder of any indebtedness of the Borrower or any other Person, and no consent, permission, authorization, order or license of, or filing or registration with, any Governmental Authority is necessary in connection with (i) the execution and delivery by the Borrower of the Related Documents, except as have been obtained or made and as are in full force and effect, or (ii) (A) the consummation of any transaction contemplated by any Related Documents or (B) the fulfillment of or compliance by the Borrower with the terms and conditions of any of the Related Documents, except as have been obtained or made and as are in full force and effect or as are ministerial in nature and can

reasonably be expected to be obtained or made in the ordinary course on commercially reasonable terms and conditions when needed.

(f) Litigation. There is no action suit, proceeding or, to the knowledge of the Borrower, any inquiry or investigation, in any case before or by any court or other Governmental Authority pending or, to the knowledge of the Borrower, threatened against or affecting the System (including the Project) or the ability of the Borrower to execute, deliver and perform its obligations under the Related Documents. As of the Effective Date and as of each other date on which the representations and warranties herein are made or confirmed, there is no action, suit, proceeding or, to the knowledge of the Borrower, any inquiry or investigation before or by any court or other Governmental Authority pending, or to the knowledge of the Borrower, threatened against or affecting the System (including the Project), the Borrower or the assets, properties or operations of the Borrower, that in any case could reasonably be expected to result in a Material Adverse Effect. To the Borrower's knowledge, there are no actions of the type described above pending or, threatened against or affecting any of the Principal Project Parties, except for matters arising after the Effective Date that could not reasonably be expected to (i) result in a Material Adverse Effect or (ii) adversely affect the Borrower's ability to receive Gross Revenues in amounts sufficient to meet the financial projections contained in the Base Case Financial Model (or any Updated Financial Model, to the extent any Updated Financial Model has been approved by the WIFIA Lender). The Borrower is not in default (and no event has occurred and is continuing that, with the giving of notice or the passage of time or both, could constitute a default) with respect to any Governmental Approval, which default could reasonably be expected to result in a Material Adverse Effect.

(g) Security Interests. (i) Section 9109(d)(17) of the California Commercial Code and Section 5451 of the California Government Code permit the WIFIA Loan Documents and the Bond Law to establish, and (ii) the Borrower has taken all necessary action to pledge, assign, and grant, in each case in favor of the WIFIA Lender, legal, valid, binding and enforceable Liens on the Pledged Collateral purported to be created, pledged, assigned, and granted pursuant to and in accordance with the WIFIA Loan Documents, irrespective of whether any Person has notice of the pledge and without the need for any physical delivery, recordation, filing, or further act. Such Liens are in full force and effect and are not subordinate or junior to any other Liens in respect of the Pledged Collateral except for the Permitted Liens arising by operation of law, and are not *pari passu* with any obligations other than the Parity Debt. The Borrower is not in breach of any covenants set forth in Section 14(b) (*Affirmative Covenants – Securing Liens*) or in the WIFIA Loan Documents with respect to the matters described in Section 14(b) (*Affirmative Covenants – Securing Liens*). As of the Effective Date and as of each other date this representation and warranty is made, (i) all action as is necessary or desirable has been taken to establish a legal, valid, binding, and enforceable Lien on the Pledged Collateral in favor of the Secured Parties to the extent contemplated by the WIFIA Loan Documents, and (ii) all taxes and filing fees that are due and payable in connection with the execution, delivery or recordation of any WIFIA Loan Documents or any instruments, certificates or financing statements in connection with the foregoing, have been paid. Neither the attachment, perfection, validity, enforceability or priority of the security interest in the Pledged Collateral granted pursuant to the WIFIA Loan Documents is governed by Article 9 of the UCC.

(h) No Debarment. The Borrower has fully complied with its verification obligations under 2 C.F.R. § 180.320 and confirms, based on such verification, that, to its knowledge, neither the Borrower nor any of its principals (as defined in 2 C.F.R. § 180.995 and supplemented by 2 C.F.R. 1532.995) is debarred, suspended or voluntarily excluded from participation in Government contracts, procurement or non-procurement matters or delinquent on a Government debt as more fully set forth in the certificate delivered pursuant to Section 11(a)(vi) (*Conditions Precedent – Conditions Precedent to Effectiveness*).

(i) Accuracy of Representations and Warranties. The representations, warranties and certifications of the Borrower set forth in this Agreement and the other Related Documents are true, correct, and complete, except to the extent such representations and warranties expressly relate to an earlier date (in which case, such representations and warranties shall be true, correct, and complete as of such earlier date).

(j) Compliance with Laws.

(i) The Borrower, and each of its contractors and subcontractors at all tiers with respect to the Project, has complied with all applicable laws, rules, regulations and requirements, including without limitation 40 U.S.C. §§3141-3144, 3146, and 3147 (relating to Davis-Bacon Act requirements) (and regulations relating thereto) and 33 U.S.C. §3914 (relating to American iron and steel products).

(ii) To ensure such compliance, the Borrower has included in all contracts with respect to the Project (A) the contract clauses relating to the Davis-Bacon Act requirements that are set forth in the Code of Federal Regulations, Title 29 Part 5.5 and (B) requirements that its contractor(s) (1) shall comply with all applicable laws, rules, regulations, and requirements set forth in this Section 12(j) and follow applicable federal guidance and (2) incorporate in all subcontracts (and cause all subcontractors to include in lower tier subcontracts) such terms and conditions as are required to be incorporated therein by any applicable laws, rules, regulations and requirements set forth in this Section 12(j) (including without limitation with respect to the Davis-Bacon Act requirements).

(iii) No notices of violation of any applicable law have been issued, entered or received by the Borrower or, to the Borrower's knowledge and solely in respect of the Project or any Principal Project Contract, any Principal Project Party, other than, in each case, notices of violations that are immaterial.

(iv) None of the Borrower nor, to the knowledge of the Borrower, any Principal Project Party, is (A) a Sanctioned Person or (B) in violation of or, since the date that is five (5) years prior to the Effective Date, has violated: (1) any applicable Anti-Money Laundering Laws; (2) any applicable Sanctions; (3) any applicable Anti-Corruption Laws; or (4) any applicable anti-drug trafficking, anti-terrorism, or anti-corruption laws, civil or criminal. There are no pending or, to the knowledge of the Borrower, threatened claims or investigations by any Governmental Authority against, or any internal investigations conducted by, the Borrower or any Principal Project Party, with respect to any possible or alleged violations of any Sanctions, Anti-Money Laundering Laws, Anti-Corruption Laws, or any anti-drug trafficking or anti-terrorism laws. No use of proceeds

of the WIFIA Loan or any other transaction contemplated by this Agreement or any other Related Document will violate any applicable Sanctions, Anti-Money Laundering Laws, or Anti-Corruption Laws, or any applicable anti-drug trafficking or anti-terrorism laws.

(k) Credit Ratings. The WIFIA Loan and the Parity Debt then Outstanding have received a public Investment Grade Rating from at least two (2) Nationally Recognized Rating Agencies, written evidence of such ratings has been provided to the WIFIA Lender prior to the Effective Date, and no such rating has been reduced, withdrawn or suspended as of the Effective Date.

(l) No Defaults. No Default or Event of Default, and no default or event of default by the Borrower under any Related Document (excluding Principal Project Contracts), has occurred and is continuing.

(m) Governmental Approvals. All Governmental Approvals required as of the Effective Date and any subsequent date on which this representation is made (or deemed made) for the undertaking and completion by the Borrower of the Project, and for the operation and management thereof, have been obtained or effected and are in full force and effect and there is no basis for, nor proceeding that is pending or threatened that could reasonably be expected to result in, the revocation of any such Governmental Approval.

(n) Principal Project Contracts. Attached as **Schedule 12(n)** (*Principal Project Contracts*) is a list of the Existing Principal Project Contracts and all Additional Principal Project Contracts that are expected to be entered into. With respect to each Principal Project Contract executed as of any date on which this representation and warranty is made, (x) it is in full force and effect, (y) all conditions precedent to the obligations of the respective parties under each such Principal Project Contract have been satisfied and (z) the Borrower has delivered to the WIFIA Lender a fully executed, complete and correct copy of each such Principal Project Contract, including any amendments or modifications thereto and any related credit support instruments or side letters. No event has occurred that gives the Borrower or, to the Borrower's knowledge, any Principal Project Party, the right to terminate any such Principal Project Contract. The Borrower is not in breach of any material term in or in default under any of such Principal Project Contracts, and to the knowledge of the Borrower no party to any of such agreements or contracts is in breach of any material term therein or in default thereunder.

(o) Information. The information furnished by, or on behalf of, the Borrower to the WIFIA Lender, when taken as a whole, is true and correct in all material respects (other than for projections and other forward-looking statements contained in the Base Case Financial Model and any Updated Financial Model which have been made in good faith and based on reasonable assumptions) and does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements contained therein not misleading as of the date made or furnished.

(p) Environmental Matters. Each of the Borrower and, to the Borrower's knowledge, each Principal Project Party, is in compliance with all laws applicable to the System (including the Project) relating to (i) air emissions, (ii) discharges to surface water or ground water, (iii) noise emissions, (iv) solid or liquid waste disposal, (v) the use, generation, storage,



transportation or disposal of toxic or hazardous substances or wastes, (vi) biological resources (such as threatened and endangered species), and (vii) other environmental, health or safety matters, including all laws applicable to the System (including the Project) (collectively, the “**Environmental Laws**”). All Governmental Approvals for the Project relating to Environmental Laws have been, or, when required, will be, obtained and are (or, as applicable, will be) in full force and effect. The Borrower has not received any written communication or notice, whether from a Governmental Authority, employee, citizens group, or any other Person, that alleges that the Borrower is not in full compliance with all Environmental Laws and Governmental Approvals relating thereto in connection with the Project and, to the Borrower’s knowledge, there are no circumstances that may prevent or interfere with full compliance in the future by the Borrower or any other Borrower Related Party with any such Environmental Law or Governmental Approval. The Borrower has provided to the WIFIA Lender all material assessments, reports, results of investigations or audits, and other material information in the possession of or reasonably available to the Borrower regarding the Borrower’s or the Project’s compliance with (A) Environmental Laws and (B) Governmental Approvals that are required for the Project and relate to Environmental Laws.

(q) Sufficient Rights. The Borrower possesses either valid legal and beneficial title to, leasehold title in, or other valid legal rights with respect to the real property relating to the System (including the Project), in each case as is necessary and sufficient as of the date this representation is made for the construction, operation, maintenance and repair of the System (including the Project). As of any date on which this representation and warranty is made, the Principal Project Contracts then in effect and the Governmental Approvals that have been obtained and are then in full force and effect create rights in the Borrower sufficient to enable the Borrower to own, construct, operate, maintain and repair the Project and to perform its obligations under the Principal Project Contracts to which it is a party.

(r) Insurance. The Borrower is in compliance with all insurance obligations required under each Principal Project Contract and the other Related Documents as of the date on which this representation and warranty is made. To the extent the Borrower self-insures, the Borrower’s self-insurance program is actuarially sound and the Borrower has received an opinion from an accredited actuary within the last twelve (12) months, which opinion confirms that the Borrower’s self-insurance program is actuarially sound.

(s) No Liens. Except for Permitted Liens, the Borrower has not created, and is not under any obligation to create, and has not entered into any transaction or agreement that would result in the imposition of, any Lien on the Pledged Collateral, the System, the Project, the Gross Revenues, or the properties or assets in relation to the Project.

(t) Financial Statements. Each income statement, balance sheet and statement of operations and cash flows (collectively, “**Financial Statements**”) delivered to the WIFIA Lender pursuant to Section 16(b) (*Reporting Requirements – Annual Financial Statements*) has been prepared in accordance with GAAP and presents fairly, in all material respects, the financial condition of the Borrower as of the respective dates of the balance sheets included therein and the results of operations of the Borrower for the respective periods covered by the statements of income included therein. Except as reflected in such Financial Statements, there are no liabilities

or obligations of the Borrower of any nature whatsoever for the period to which such Financial Statements relate that are required to be disclosed in accordance with GAAP.

(u) Securities Laws. Under existing law, the WIFIA Bond may be issued and sold without registration under the Securities Act of 1933, as amended, and any state blue sky laws.

(v) Taxes. The Borrower is not required to file tax returns with any Governmental Authority.

(w) Sufficient Funds. The amount of the WIFIA Loan, when combined with all other funds committed for the development and construction of the Project as set forth under the various sources of funds in the Base Case Financial Model and the Project Budget will be sufficient to carry out the Project, pay all Total Project Costs anticipated for the development and construction of the Project and achieve Substantial Completion by the Projected Substantial Completion Date.

(x) Sovereign Immunity. The Borrower either has no immunity from the jurisdiction of any court of competent jurisdiction or from any legal process therein which could be asserted in any action to enforce the obligations of the Borrower under any of the Related Documents to which it is a party or the transactions contemplated hereby or thereby, including the obligations of the Borrower hereunder and thereunder, or, to the extent that the Borrower has such immunity, the Borrower has waived such immunity pursuant to Section 14(o) (*Affirmative Covenants – Immunity*).

(y) Patriot Act. The Borrower is not required to establish an anti-money laundering compliance program pursuant to the Patriot Act.

(z) No Federal Debt. The Borrower has no delinquent federal debt (including tax liabilities but excluding any delinquencies that have been resolved with the appropriate federal agency in accordance with the standards of the Debt Collection Improvement Act of 1996).

Section 13. Representations and Warranties of WIFIA Lender. The WIFIA Lender represents and warrants that:

(a) Power and Authority. The WIFIA Lender has all requisite power and authority to make the WIFIA Loan and to perform all transactions contemplated by the Related Documents to which it is a party.

(b) Due Execution; Enforceability. The Related Documents to which it is a party have been duly authorized, executed and delivered by the WIFIA Lender, and are legally valid and binding agreements of the WIFIA Lender, enforceable in accordance with their terms.

(c) Officers' Authorization. The officers of the WIFIA Lender executing each of the Related Documents to which the WIFIA Lender is a party are duly and properly in office and fully authorized to execute the same on behalf of the WIFIA Lender.

## ARTICLE V COVENANTS

Section 14. Affirmative Covenants. The Borrower covenants and agrees as follows until the date the WIFIA Bond and the obligations of the Borrower under this Agreement are irrevocably paid in full in immediately available funds, unless the WIFIA Lender waives compliance in writing:

(a) Rate Covenant.

(i) Covenant Regarding Gross Revenues. The Borrower will fix, prescribe, revise and collect rates, fees and charges for the services and facilities furnished by the System during each Borrower Fiscal Year which (together with other funds transferred from the Revenue Stabilization Fund or other funds which are lawfully available to the Borrower for payment of any of the following amounts during such Borrower Fiscal Year) are at least sufficient, after making allowances for contingencies and error in the estimates, to pay the following amounts in the following order:

(A) all Operation and Maintenance Costs estimated by the Borrower to become due and payable in such Borrower Fiscal Year;

(B) the principal of and interest on all Outstanding Parity Debt as they become due and payable during such Borrower Fiscal Year, without preference or priority;

(C) all amounts, if any, required to restore the balances in any reserve funds established for Outstanding Parity Debt to their respective required levels;

(D) all payments coming due and payable during the Borrower Fiscal Year and required for compliance with the Parity Debt Documents; and

(E) all payments required to meet any other obligations of the Borrower which are charges, liens, encumbrances upon or payable from the Gross Revenues or Net Revenues during the Borrower Fiscal Year.

(ii) Covenant Regarding Net Revenues: Parity Debt. In addition to the covenant set forth in the preceding clause (i) of this Section 14(a), the Borrower will fix, prescribe, revise and collect rates, fees and charges for the services and facilities furnished by the System during each Borrower Fiscal Year which, taking into account allowances for contingencies, are sufficient to yield estimated Net Revenues which are at least equal to 120% of the aggregate amount of principal of and interest on all Outstanding Parity Debt coming due and payable during such Borrower Fiscal Year. The provisions of this Section 14(a)(ii) are subject to the adjustments made for any transfers made from the Revenue Stabilization Fund under Section 7(g) (*Security and Priority; Flow of Funds – Establishment of Revenue Stabilization Fund*). Notwithstanding the foregoing provisions, if the actual collection of Net Revenues based on such rates, fees and charges is insufficient to yield Net Revenues which meet the requirements of this Section 14(a)(ii), such event

shall not constitute an Event of Default unless it has continued uncured for a period of at least 12 months. For purposes of determining the amount of principal to be considered for purposes of this computation, with respect to Parity Debt that is a Drawdown Debt, the foregoing amount shall be calculated based only on amounts that have actually been drawn down by the Borrower and disbursed by the lender or registered owner, minus any amounts that have been repaid by the Borrower.

(iii) Covenant Regarding Net Revenues: Subordinate Debt. In addition to the covenant set forth in the preceding clauses (i) and (ii) of this Section 14(a), the Borrower will fix, prescribe, revise and collect rates, fees and charges for the services and facilities furnished by the System during each Borrower Fiscal Year which, taking into account allowances for contingencies, are sufficient to yield estimated Net Revenues which are at least equal to 110% of the aggregate amount of principal of and interest on all Outstanding Parity Debt and Subordinate Debt coming due and payable during such Borrower Fiscal Year (with disbursements of the proceeds of the WIFIA Loan or any other Parity Debt or any Subordinate Debt treated as Outstanding in the amount disbursed for purposes of this covenant). The provisions of this Section 14(a)(iii) are subject to the adjustments made for any transfers made from the Revenue Stabilization Fund under Section 7(g) (*Security and Priority; Flow of Funds – Establishment of Revenue Stabilization Fund*). Notwithstanding the foregoing provisions, if the actual collection of Net Revenues based on such rates, fees and charges is insufficient to yield Net Revenues which meet the requirements of this Section 14(a)(iii), such event shall not constitute an Event of Default unless it has continued uncured for a period of at least 12 months. For purposes of determining the amount of principal to be considered for purposes of this computation, with respect to Drawdown Debt, the foregoing amount shall be calculated based only on amounts that have actually been drawn down by the Borrower and disbursed by the lender or registered owner, minus any amounts that have been repaid by the Borrower.

(iv) Rolling Covenant Regarding Net Revenues: Parity Debt. In addition to the covenant set forth in the preceding clauses (i), (ii) and (iii) of this Section 14(a), commencing with the Borrower Fiscal Year ending June 30, 2050, the Borrower will fix, prescribe, revise and collect rates, fees and charges for the services and facilities furnished by the System during each Borrower Fiscal Year which, taking into account allowances for contingencies, are sufficient to yield estimated Net Revenues which are at least equal to 100% of the average aggregate amount of principal of and interest on all Outstanding Parity Debt coming due and payable during such Borrower Fiscal Year and the immediately following four (4) Borrower Fiscal Years (with disbursements of the proceeds of the WIFIA Loan or any other Parity Debt or any Subordinate Debt treated as Outstanding in the amount disbursed for purposes of this covenant). The provisions of this Section 14(a)(iv) shall not include any transfers made from the Revenue Stabilization Fund under Section 7(g) (*Security and Priority; Flow of Funds – Establishment of Revenue Stabilization Fund*). Notwithstanding the foregoing provisions, if the actual collection of Net Revenues based on such rates, fees and charges is insufficient to yield Net Revenues which meet the requirements of this Section 14(a)(iv), such event shall not constitute an Event of Default unless it has continued uncured for a period of at least 12 months. For purposes of determining the amount of principal to be considered for purposes of this

computation, with respect to Drawdown Debt, the foregoing amount shall be calculated based only on amounts that have actually been drawn down by the Borrower and disbursed by the lender or registered owner, minus any amounts that have been repaid by the Borrower. The covenants set forth in clauses (ii) and (iii) above and this clause (iv) are collectively referred to as the “**Rate Covenant**”).

(v) If the forecast furnished by the Borrower in the most recent Updated Financial Model delivered by the Borrower pursuant to Section 16(a) (*Reporting Requirements – Updated Financial Model*) demonstrates that projected Net Revenues may be inadequate to satisfy the Rate Covenant for any Borrower Fiscal Year until the Final Maturity Date, or if the Borrower fails to satisfy the Rate Covenant for the most recently ended Borrower Fiscal Year, the Borrower shall (A) within thirty (30) days after request by the WIFIA Lender, engage the Technical and Rate Consultant to review and analyze the operations of the System and recommend actions regarding revising the rates or changing the methods of operations, or any other actions to increase the Net Revenues so as to satisfy the Rate Covenant, (B) cause the Technical and Rate Consultant to issue its report, including any such recommended actions, no later than ninety (90) days following such engagement, and (C) either, within thirty (30) days, (1) implement the Technical and Rate Consultant’s recommendation or (2) undertake an alternative course of action after demonstrating to the WIFIA Lender’s satisfaction that an alternative plan will generate an equivalent or greater increase to the Net Revenues so as to satisfy the Rate Covenant.

(b) Securing Liens. The Borrower shall at any and all times, to the extent permitted by law, pass, make, do, execute, acknowledge and deliver, all and every such further resolutions, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable in connection with assuring, conveying, granting, assigning, securing and confirming the Liens on the Pledged Collateral (whether now existing or hereafter arising) granted to the WIFIA Lender for its benefit pursuant to the WIFIA Loan Documents, or intended so to be granted pursuant to the WIFIA Loan Documents, or which the Borrower may become bound to grant, and the Borrower shall at all times maintain the Pledged Collateral free and clear of any pledge, Lien, charge or encumbrance thereon or with respect thereto that has priority over, or equal rank with, the Liens created by the WIFIA Loan Documents, other than as permitted by this Agreement, and all organizational, regulatory or other necessary action on the part of the Borrower to that end shall be duly and validly taken at all times. The Borrower shall at all times, to the extent permitted by law, defend, preserve and protect the Liens on the Pledged Collateral granted pursuant to the WIFIA Loan Documents and for the benefit of the WIFIA Lender under the WIFIA Loan Documents against all claims and demands of all Persons whomsoever, subject to Permitted Liens.

(c) Use of Proceeds. The Borrower shall use the proceeds of the WIFIA Loan for purposes permitted by applicable law and as otherwise permitted under this Agreement and the other Related Documents.

(d) Prosecution of Work; Verification Requirements.

(i) The Borrower shall diligently prosecute the work relating to the Project and complete the Project in accordance with the Construction Schedule, the

Governmental Approvals in connection with the Project, and the highest standards of the Borrower's industry.

(ii) The Borrower shall ensure that each Principal Project Party complies with all applicable laws and legal or contractual requirements with respect to any performance security instrument delivered by such Principal Project Party to the Borrower and shall ensure that any letter of credit provided pursuant to any Principal Project Contract meets the requirements therefor set forth in such Principal Project Contract.

(iii) The Borrower shall comply with Subpart C of 2 C.F.R. Part 180, as supplemented by Subpart C of 2 C.F.R. Part 1532 (relating to debarment), including the verification requirements set forth in 2 C.F.R. §§ 180.300 and 180.320, and shall include in its contracts with respect to the Project similar terms or requirements for compliance.

(e) Operations and Maintenance. The Borrower shall (i) operate and maintain the System (including, but not limited to, the Project) (A) in a reasonable and prudent manner and (B) substantially in accordance with the Updated Financial Model most recently approved by the WIFIA Lender (except as necessary to prevent or mitigate immediate threats to human health and safety or to prevent or mitigate physical damage to material portions of the System (including the Project) and (ii) maintain the System (including the Project) in good repair, working order and condition and in accordance with the requirements of all applicable laws and each applicable Related Document. The Borrower shall at all times do or cause to be done all things necessary to obtain, preserve, renew, extend and keep in full force and effect the Governmental Approvals and any other rights, licenses, franchises, and authorizations material to the conduct of its business.

(f) Insurance.

(i) The Borrower shall at all times procure and maintain or cause to be maintained insurance on the System and the construction of the Project, with responsible insurers, or as part of a reasonable system of self-insurance that is adequately funded, in such amounts and against such risks (including damage to or destruction of the System) as are customarily maintained with respect to works and properties of like character against accident to, loss of, or damage to such works or properties. All policies of insurance required to be maintained herein shall, to the extent reasonably obtainable, provide that the WIFIA Lender shall be given thirty (30) days written notice of any intended cancellation thereof or reduction of coverage provided thereby. The Borrower shall cause each Principal Project Party to obtain and maintain builders risk and casualty and liability insurance in accordance with the requirements of the applicable Principal Project Contract.

(ii) The Borrower shall (by self-insuring or maintaining with responsible insurers or by a combination thereof) provide for workers' compensation insurance for Borrower's workers and insurance against public liability and property damage to the System (including the Project) to the extent reasonably necessary to protect the Borrower and the WIFIA Lender.

(iii) The Borrower shall cause all liability insurance policies that it maintains (and, during the Construction Period, that are maintained by any Principal

Project Party), other than workers' compensation insurance, to reflect the WIFIA Lender as an additional insured to the extent of its insurable interest.

(iv) Promptly upon request by the WIFIA Lender, the Borrower shall deliver to the WIFIA Lender copies of any underlying insurance policies obtained by or on behalf of the Borrower in respect of the Project. All such policies shall be available at all reasonable times for inspection by the WIFIA Lender, its agents and representatives.

(v) The Borrower shall comply with the insurance requirements of all other Parity Debt Documents and shall deliver to the WIFIA Lender within thirty (30) days after receipt thereof any certifications or opinions provided to the Borrower pursuant to the such other Parity Debt Documents with respect to the Borrower's program of insurance or self-insurance.

(g) Maintain Legal Structure. The Borrower shall maintain its existence as a municipal corporation and charter city organized and existing under its Organizational Documents.

(h) System Accounts; Permitted Investments.

(i) The Borrower shall maintain the Wastewater Fund in accordance with the terms hereof and the Parity Debt Documents. All Gross Revenues received shall be deposited into the Wastewater Fund when and as received in trust for the benefit of the holders of the System Debt, subject to the application of Gross Revenues to Operation and Maintenance Costs of the System.

(ii) Amounts on deposit in the WIFIA Payment Account shall be held uninvested or invested in Permitted Investments. Such Permitted Investments must mature or be redeemable at the election of the holder at such times as may be necessary to ensure that funds will be available within the WIFIA Payment Account to be applied towards the purpose for which the WIFIA Payment Account has been established.

(iii) Amounts on deposit in the System Accounts (other than the WIFIA Payment Account) shall be held uninvested or invested in investments in which the Borrower may invest its funds, as listed in Section 53601 of the California Government Code, in compliance with the Borrower's investment policy then in effect. Such investments must mature or be redeemable at the election of the holder at such times as may be necessary to ensure that funds will be available within the applicable account to be applied towards the purpose for which the applicable account has been established.

(i) Compliance with Laws.

(i) The Borrower shall, and shall require its contractors and subcontractors at all tiers with respect to the Project, to comply with all applicable laws, rules, regulations and requirements, including without limitation 40 U.S.C. §§3141-3144, 3146, and 3147 (relating to Davis-Bacon Act requirements) (and regulations relating thereto) and 33 U.S.C. §3914 (relating to American iron and steel products).

(ii) To ensure such compliance, the Borrower shall include in all contracts with respect to the Project (A) the contract clauses relating to the Davis-Bacon Act requirements that are set forth in the Code of Federal Regulations, Title 29 Part 5.5 and (B) requirements that its contractor(s) (1) shall comply with all applicable laws, rules, regulations, and requirements set forth in this Section 14(i) and follow applicable federal guidance and (2) incorporate in all subcontracts (and cause all subcontractors to include in lower tier subcontracts) such terms and conditions as are required to be incorporated therein by any applicable laws, rules, regulations and requirements set forth in this Section 14(i) (including without limitation with respect to the Davis-Bacon Act requirements).

(j) Material Obligations. The Borrower shall pay its material obligations promptly and in accordance with their terms and pay and discharge promptly all taxes, assessments and governmental charges or levies imposed upon it or upon the Gross Revenues or other assets of the System, before the same shall become delinquent or in default, as well as all lawful and material claims for labor, materials and supplies or other claims which, if unpaid, might give rise to a Lien upon such properties or any part thereof or on the Gross Revenues or the Pledged Collateral; provided, however, that such payment and discharge shall not be required with respect to any such tax, assessment, charge, levy, claim or Lien so long as the validity or amount thereof shall be contested by the Borrower in good faith by appropriate proceedings and so long as the Borrower shall have set aside adequate reserves with respect thereto in accordance with and to the extent required by GAAP, applied on a consistent basis.

(k) Application of Excess Reserves. Commencing with the Borrower Fiscal Year ending June 30, 2035, if the audited financial statements of the System for a Borrower Fiscal Year shows a year-end balance of Excess Reserves that equals or exceeds \$1,000,000, the Borrower shall prepay a portion of the WIFIA Loan Balance in an amount equal to such Excess Reserves pursuant to Section 9(a)(ii) (*Prepayment — Mandatory Prepayment*).

(l) SAM Registration. The Borrower shall (i) obtain and maintain through the Final Disbursement Date an active registration status with the federal System for Award Management (www.SAM.gov) (or any successor system or registry) prior to the Effective Date and provide such registration information to the WIFIA Lender and (ii) within sixty (60) days prior to each anniversary of the Effective Date until the Final Disbursement Date, provide to the WIFIA Lender evidence of such active registration status with no active exclusions reflected in such registration.

(m) DUNS Number. The Borrower shall (i) obtain and maintain from Dun & Bradstreet (or a successor entity) a Data Universal Numbering System Number (a “**DUNS Number**”) prior to the Effective Date and provide such number to the WIFIA Lender and (ii) within sixty (60) days prior to each anniversary of the Effective Date, provide to the WIFIA Lender evidence of the continuing effectiveness of such DUNS Number, in each case until the Final Maturity Date or to such earlier date as all amounts due or to become due to the WIFIA Lender under this Agreement have been irrevocably paid in full in immediately available funds.

(n) Events of Loss; Loss Proceeds. If an Event of Loss shall occur with respect to the System (including the Project) or any part thereof, the Borrower shall (i) diligently pursue all of its rights to compensation against all relevant insurers, reinsurers and Governmental



Authorities, as applicable, in respect of such Event of Loss and (ii) apply all Net Loss Proceeds in respect of such Event of Loss to repair, reconstruct, and/or replace the portion of the System in respect of which the applicable Loss Proceeds were received. The Borrower shall begin such repair, reconstruction or replacement promptly after such damage or destruction shall occur, and shall continue and properly complete such repair, reconstruction or replacement as expeditiously as possible, and shall pay out of such Loss Proceeds all costs and expenses in connection with such repair, reconstruction or replacement so that the same shall be completed and the System shall be free and clear of all claims and Liens. If such Net Loss Proceeds exceed the costs of such repair, reconstruction or replacement, then the excess Net Loss Proceeds shall be deposited in the Wastewater Fund and be available for other proper uses of funds deposited in the Wastewater Fund. If such Net Loss Proceeds are insufficient to enable the Borrower to restore or replace the damaged portions of the System, the Borrower shall provide additional funds for that purpose.

(o) Immunity. To the fullest extent permitted by applicable law, the Borrower agrees that it will not assert any immunity (and hereby waives any such immunity) it may have as a governmental entity from lawsuits, other actions and claims, and any judgments with respect to the enforcement of any of the obligations of the Borrower under the WIFIA Bond, this Agreement or any other WIFIA Loan Document.

(p) Accounting and Audit Procedures.

(i) The Borrower shall establish fiscal controls and accounting procedures sufficient to assure proper accounting for all (i) Gross Revenues, operating expenses, capital expenses, depreciation, reserves, debt issued and outstanding and debt payments and (ii) Project-related costs, WIFIA Loan requisitions submitted, WIFIA Loan proceeds received, payments made by the Borrower with regard to the Project and other sources of funding for the Project (including amounts paid from such sources for Project costs so that audits may be performed to ensure compliance with and enforcement of this Agreement). The Borrower shall use accounting, audit and fiscal procedures conforming to GAAP, including, with respect to the WIFIA Loan, accounting of principal and interest payments, disbursements, prepayments and calculation of interest and principal amounts Outstanding.

(ii) The Borrower shall have a single or program-specific audit conducted in accordance with 2 C.F.R. Part 200 Subpart F and 31 U.S.C. § 7502 for 2020 and annually thereafter, except to the extent biennial audits are permitted for the Borrower pursuant to 2 C.F.R. § 200.504 and 31 U.S.C. § 7502(b). Upon reasonable notice, the Borrower shall cooperate fully in the conduct of any periodic or compliance audits conducted by the WIFIA Lender, or designees thereof, pursuant to 40 C.F.R. Part 35, 31 U.S.C. § 7503(b), or 31 U.S.C. § 6503(h) and shall provide full access to any books, documents, papers or other records that are pertinent to the Project or the WIFIA Loan, to the WIFIA Lender, or the designee thereof, for any such project or programmatic audit.

(q) Access; Records.

(i) So long as the WIFIA Loan or any portion thereof shall remain Outstanding and until five (5) years after the WIFIA Loan shall have been paid in full, the

WIFIA Lender shall have the right, upon reasonable prior notice, to visit and inspect any portion of the Project, to examine books of account and records of the Borrower relating to the Project, to make copies and extracts therefrom at the Borrower's expense, and to discuss the Borrower's affairs, finances and accounts relating to the Project with, and to be advised as to the same by, its officers and employees and its independent public accountants (and by this provision the Borrower irrevocably authorizes its independent public accountants to discuss with the WIFIA Lender the affairs, finances and accounts of the Borrower, whether or not any representative of the Borrower is present, it being understood that nothing contained in this Section 14(q) is intended to confer any right to exclude any such representative from such discussions), all at such reasonable times and intervals as the WIFIA Lender may request. The Borrower agrees to pay all out-of-pocket expenses incurred by the WIFIA Lender in connection with the WIFIA Lender's exercise of its rights under this Section 14(q) at any time when an Event of Default shall have occurred and be continuing.

(ii) The Borrower shall maintain and retain all files relating to the Project and the WIFIA Loan until five (5) years after the later of the date on which (i) all rights and duties under this Agreement and under the WIFIA Bond (including payments) have been fulfilled and any required audits have been performed and (ii) any litigation relating to the Project, the WIFIA Loan or this Agreement is finally resolved or, if the WIFIA Lender has reasonable cause to extend such date, a date to be mutually agreed upon by the WIFIA Lender and the Borrower. The Borrower shall provide to the WIFIA Lender in a timely manner all records and documentation relating to the Project that the WIFIA Lender may reasonably request from time to time.

(r) Covenants Regarding Other System Debt.

(i) Proceeds. The Borrower shall establish and maintain Project Accounts within the Wastewater Fund into which all proceeds of Parity Debt (other than the WIFIA Bond) or Subordinate Debt except for capitalized interest and required reserves, shall be deposited and held until expended to pay costs, or to reimburse the Borrower for costs paid by the Borrower, of the acquisition, construction and installation of capital improvements to the System for which such Parity Debt or Subordinate Debt was incurred or issued. The Borrower shall maintain accurate records showing all disbursements from such Project Accounts.

(ii) System Debt Documents. Each System Debt Document entered into by the Borrower after the date hereof with respect to System Debt shall contain a flow of funds substantively the same as the flow of funds set forth in Section 7(c) (*Security and Priority; Flow of Funds — Flow of Funds*).

(iii) Parity Debt Set-Aside Amounts. If any Parity Debt Documents (other than this Agreement) provides for the set-aside of Net Revenues in advance of payment for purposes of making payments of principal of and interest on Parity Debt (other than the WIFIA Bond), such Parity Debt Documents shall provide that such amounts shall be deposited no more often than monthly and held only in set-aside accounts within the

Wastewater Fund and any such set-aside amount shall not exceed the amount permitted in the definition of “Parity Debt Set-Aside Amounts”.

(iv) Subordinate Debt Documents. No Subordinate Debt Document may provide for payment of interest on (or interest component of an installment payment of capital lease payment comprising) and principal of (or principal component of an installment payment or capital lease payment comprising) the Subordinate Debt more often than monthly nor provide for transfer out of the Wastewater Fund more than five (5) days prior to the date any such payment is due.

(v) Defeasance of Other System Debt. If Parity Debt (other than the WIFIA Bond) or Subordinate Debt are deemed discharged by either: (i) depositing with an escrow agent or other fiduciary, in trust, at or before the final stated maturity date, money which is fully sufficient to pay and discharge the applicable principal amount due, including all principal and interest and prepayment premium, (if any) at or before their respective due dates; or (ii) depositing with an escrow agent or other fiduciary, in trust, noncallable Federal Securities in such amount as an independent certified public accountant shall determine in writing will, together with the interest to accrue thereon and without reinvestment, be fully sufficient to pay and discharge the applicable principal amount due, including all principal and interest and prepayment premium, (if any), at or before their respective due dates, and under the applicable Parity Debt Documents or Subordinate Debt Documents all obligations of the Borrower with respect to the Parity Debt or Subordinate Debt referred to above are released and discharged, such discharged Parity Debt or Subordinate Debt shall be deemed no longer Outstanding for all purposes of this Agreement. Any defeasance of Parity Debt (other than the WIFIA Bond) or Subordinate Debt not satisfying the requirements of clause (i) or (ii) of the preceding sentence shall be deemed to remain Outstanding for all purposes of this Agreement.

(vi) Voting Rights. The Parity Debt Documents shall provide that (i) no amendment to any Parity Debt Document that requires Bondholder consent from all or a specified percentage of the Bondholders of a particular Parity Debt instrument shall be adopted without the consent or direction, as applicable, by less than a majority in aggregate principal amount of Bondholders of all Parity Debt in the aggregate, and (ii) no action or inaction that may be directed to be taken by the applicable trustee except upon the direction of all or a specified percentage of the Bondholders of a particular Parity Debt instrument, shall be taken without the consent or direction, as applicable, by less than a majority in aggregate principal amount of Bondholders of all Parity Debt in the aggregate. For purposes of this paragraph, 2017 Bonds shall be disregarded, unless and until the 2017 Indenture pursuant to which such bonds are issued is amended to reflect and conform to the terms of this paragraph.

(vii) Replacement Trustee. If notwithstanding the foregoing paragraph, the Bondholders of the 2017 Bonds consent to an amendment of the applicable Parity Debt Documents relating to the 2017 Bonds, or direct the 2017 Bonds trustee to take or refrain from taking action, in a manner that conflicts with the consents (or lack thereof) or directions of the Bondholders of Parity Debt other than the 2017 Bonds, the Borrower shall appoint a replacement trustee with respect to either the 2017 Bonds or the other Parity

Debt, so that each trustee can independently represent its respective Bondholders of Parity Debt.

Section 15. Negative Covenants. The Borrower covenants and agrees as follows until the date the WIFIA Bond and the obligations of the Borrower under this Agreement (other than contingent indemnity obligations) are irrevocably paid in full in immediately available funds, unless the WIFIA Lender waives compliance in writing:

(a) Indebtedness.

(i) Except for Permitted System Debt, the Borrower shall not without the prior written consent of the WIFIA Lender issue or incur indebtedness of any kind; provided, that the Borrower shall not incur any indebtedness of any kind payable from, secured or supported by the Pledged Collateral, including Permitted System Debt, without the prior written consent of the WIFIA Lender, while an Event of Default has occurred and is continuing.

(ii) The Borrower may not create, incur or suffer to exist (A) any System Debt the payments of which are senior or prior in right to the payment by the Borrower of the Parity Debt, or (B) any debt of the Project that is secured by a Lien on any assets or property of the Borrower other than the Pledged Collateral.

(iii) Additional Parity Debt. The Borrower may issue Additional Parity Debt from time to time in such principal amount as it determines (with drawdown Parity Debt (including the WIFIA Loan) treated as a separate issuance in the amount of each disbursement or drawdown proceeds for purposes of this covenant), subject to the following conditions precedent:

(1) No Event of Default (or no event with respect to which notice has been given and which, once all notice of grace periods have passed, would constitute an Event of Default) has occurred and is continuing.

(2) The amount of such Net Revenues, calculated in accordance with generally accepted accounting principles, as shown by the books of the Borrower for the latest Borrower Fiscal Year or as shown by the books of the Borrower for any more recent 12-month period selected by the Borrower, in either case verified by a certificate or opinion of an Independent Accountant, plus (at the option of the Borrower) the Additional Revenues, are at least equal to 120% of the amount of Parity Debt Maximum Annual Debt Service, taking into account the proposed issuance of Additional Parity Debt.

(3) The issuance of such Additional Parity Debt shall comply with all conditions to the issuance thereof as set forth in the applicable provisions of the Parity Debt Documents.

(4) Such Additional Parity Debt shall not require payments or transfers (whether of principal or interest or otherwise) more often than once a month.

(5) Such Additional Parity Debt shall be issued pursuant to a Parity Debt Document that complies with the requirements of Section 14(r) (*Affirmative Covenants — Covenants Regarding Other System Debt*).

(6) The Borrower shall deliver to the WIFIA Lender a Certificate of the Borrower certifying, and an opinion of Bond Counsel stating, that the conditions precedent to the issuance of such Additional Parity Debt set forth in this Section 15(a)(iii) have been satisfied.

(iv) Additional Subordinate Debt. The Borrower may issue Additional Subordinate Debt from time to time in such principal amount as it determines (with drawdown Subordinate Debt treated as a separate issuance in the amount of each disbursement or drawdown proceeds for purposes of this covenant), subject to the following conditions precedent:

(A) No Event of Default (or no event with respect to which notice has been given and which, once all notice of grace periods have passed, would constitute an Event of Default) has occurred and is continuing.

(B) The amount of such Net Revenues, calculated in accordance with generally accepted accounting principles, as shown by the books of the Borrower for the latest Borrower Fiscal Year or as shown by the books of the Borrower for any more recent 12-month period selected by the Borrower, in either case verified by a certificate or opinion of an Independent Accountant, plus (at the option of the Borrower) the Additional Revenues, are at least equal to 110% of the amount of Maximum Annual Debt Service, taking into account the proposed issuance of Additional Subordinate Debt.

(C) The issuance of such Additional Subordinate Debt shall comply with all conditions to the issuance thereof as set forth in the applicable provisions of the Subordinate Debt Documents.

(D) Such Additional Subordinate Debt shall be issued pursuant to a Subordinate Debt Document that expressly makes the pledge of and lien upon the Net Revenues securing such Additional Subordinate Debt junior and subordinate to the pledge of and lien upon the Net Revenues established hereunder and which Subordinate Debt Document otherwise complies with the requirements of Section 14(r) (*Affirmative Covenants — Covenants Regarding Other System Debt*) and no such Subordinate Debt Document shall contain a right to accelerate without the consent of the holders of Parity Debt.

(E) The Borrower shall deliver to the WIFIA Lender a Certificate of the Borrower certifying, and an opinion of Bond Counsel

stating, that the conditions precedent to the issuance of such Additional Subordinate Debt set forth in this Section 15(a)(iv) have been satisfied.

(v) Superior and Subordinate Obligations. The Borrower shall not issue or incur any additional bonds or other obligations having any priority in payment of principal or interest out of the Gross Revenues or the Net Revenues over the Parity Debt. Nothing herein limits or affects the ability of the Borrower to issue or incur (a) Additional Parity Debt or (b) obligations which are either unsecured or which are Additional Subordinate Debt.

(vi) Upon the incurrence of Permitted System Debt described in clauses (c), (d) and (e) of the definition thereof, the Borrower shall provide to the WIFIA Lender a certificate signed by the Borrower's Authorized Representative, (A) specifying the closing date with respect to such proposed indebtedness and (B) confirming that such proposed indebtedness is authorized pursuant to this Section 15(a) and satisfies the applicable requirements under the definitions of "Permitted System Debt" and "Additional Parity Debt" or "Additional Subordinate Debt" as applicable.

(vii) The Borrower may not create, incur or suffer to exist any System Debt as Tender Option Obligations, except as Subordinate Debt. To the extent any Permitted System Debt consists of Tender Option Obligations, the Borrower must maintain a credit or liquidity facility that will pay any amounts payable by the Borrower in respect of such Tender Option Obligations.

(viii) The Borrower may not create, incur or suffer to exist any System Debt in the form of commercial paper, balloon indebtedness or bond anticipation notes, except as Subordinate Debt.

(ix) The Borrower may not create, incur or suffer to exist any System Debt as Variable Interest Rate Obligations, except as Subordinate Debt.

(b) No Lien Extinguishment or Adverse Amendments. The Borrower shall not, and shall not permit any Person to, without the prior written consent of the WIFIA Lender, (i) extinguish the Rate Covenant; (ii) extinguish or impair the Liens on the Pledged Collateral or any dedicated source of repayment of the WIFIA Loan or any other Parity Debt (the proceeds of which are applied to fund Total Project Costs), in each case granted pursuant to this Agreement, (iii) amend, modify, replace or supplement any Related Document or permit a waiver of any provision thereof in a manner that could reasonably be expected to result in a Material Adverse Effect, or (iv) terminate, assign or replace any Related Document (other than the replacement of any Principal Project Contract permitted under Section 17(a)(xi) (*Events of Default and Remedies – Default Under Principal Project Contracts*)) in a manner that could reasonably be expected to have a Material Adverse Effect.

(c) No Prohibited Liens. Except for Permitted Liens, the Borrower shall not create, incur, assume or permit to exist any Lien on the Project, the Pledged Collateral, the Gross Revenues, or the Borrower's respective rights therein. The Borrower shall not collaterally assign any of its rights under or pursuant to any Principal Project Contract and shall not permit a Lien to

encumber the Borrower's rights or privileges under any Principal Project Contract, unless pursuant to the Parity Debt Documents in favor of all Secured Parties.

(d) Restricted Payments and Transfers. The Borrower shall not permit Gross Revenues or other assets of the System, or any funds in any accounts held under the WIFIA Loan Documents or in any other fund or account held by or on behalf of the Borrower, to be paid or transferred or otherwise applied for purposes other than ownership, operation or maintenance of the System.

(e) No Prohibited Sale, Lease or Assignment. The Borrower shall not sell, lease or assign its rights in and to the System, a substantial portion of the assets included in the System, or its rights and obligations under any Principal Project Contract, in each case unless such sale, lease or assignment (i) could not reasonably be expected to have a Material Adverse Effect and (ii) is made by the Borrower in the ordinary course of business.

(f) Borrower Fiscal Year. The Borrower shall not at any time adopt any fiscal year other than the Borrower Fiscal Year, except with thirty (30) days' prior written notice to the WIFIA Lender.

(g) Mergers and Acquisitions. The Borrower shall not, and shall not agree to, reorganize, consolidate with or merge into another Person unless (i) such reorganization, merger or consolidation is with or into another entity established by State law and such reorganization, merger or consolidation is mandated by State law, and in each case, does not adversely affect or impair to any extent or in any manner (A) the Net Revenues or other elements of the Pledged Collateral or (B) the availability of the Net Revenues for the payment and security of the obligations of the Borrower under this Agreement; and (ii) the Borrower provides to the WIFIA Lender, no later than sixty (60) days prior to the date of reorganization, consolidation or merger, prior written notice of such reorganization, consolidation or merger and the agreements and documents authorizing the reorganization, consolidation or merger, satisfactory in form and substance to the WIFIA Lender. In addition, the Borrower shall provide all information concerning such reorganization, consolidation or merger as shall have been reasonably requested by the WIFIA Lender.

(h) No Defeasance. Notwithstanding anything to the contrary in any WIFIA Loan Document or document related thereto, the WIFIA Loan and the WIFIA Bond shall not be subject to defeasance and no amounts in respect of the WIFIA Loan and the WIFIA Bond shall be considered or deemed to have been paid until the WIFIA Lender shall have received irrevocable payment in immediately available funds in accordance with the requirements for payment set forth in the WIFIA Bond and this Agreement.

(i) Hedging. The Borrower shall not enter into any swap or hedging transaction, including inflation indexed swap transactions, "cap" or "collar" transactions, futures, or any other hedging transaction with respect to Parity Debt. The Borrower shall not enter into any swap or hedging transaction with respect to or payable from Gross Revenues for any speculative purpose. The Borrower shall not create, incur, assume or permit to exist any Lien on the Net Revenues as may from time to time be deposited therein securing payment of any obligations to the swap or hedging transaction counterparties by the Borrower except on a parity

with or on a basis subordinate in all respects to the pledge of and lien thereon securing the Subordinate Debt with respect to which such swap or hedging transaction is entered into.

Section 16. Reporting Requirements.

(a) Updated Financial Model.

(i) The Borrower shall provide to the WIFIA Lender not later than ninety (90) days after the beginning of each Borrower Fiscal Year, an updated Base Case Financial Model reflecting the then-current and projected conditions.

(ii) The Updated Financial Model shall demonstrate to the satisfaction of the WIFIA Lender that the Borrower has developed and identified adequate revenues to implement a plan for operating, maintaining and repairing the Project over its useful life, and shall include: (A) the Borrower's capital improvement plan, major maintenance plan, projected rates and charges, projected debt outstanding and annual debt service, projected operation and maintenance costs of the System; (B) evidence of compliance with the Rate Covenant for the most recent Borrower Fiscal Year and the projected Rate Covenant coverages through the Final Maturity Date and Net Revenues not less than the amounts required by Section 15(a)(iii)(2) (*Negative Covenants Indebtedness — Additional Parity Debt*) and Section 15(a)(iv)(B) (*Negative Covenants Indebtedness — Additional Subordinate Debt*) during the most recent Borrower Fiscal Year; (C) a written narrative identifying any material changes to the underlying assumptions from the previous Updated Financial Model and (D) a certificate signed by the Borrower's Authorized Representative, certifying that (1) the Updated Financial Model, including the assumptions and supporting documentation, as of its date, is accurate and reasonable to the best of the Borrower's knowledge and belief, (2) the annual projected Net Revenues will be sufficient to meet the Loan Amortization Schedule and to satisfy the Rate Covenant through the Final Maturity Date, and (3) the Borrower is in compliance with its obligations in respect of the Rate Covenant pursuant to Section 14(a) (*Affirmative Covenants – Rate Covenant*).

(iii) The Borrower represents and warrants that the Updated Financial Model reflects the Borrower's reasonable expectations, using assumptions that the Borrower believes to be reasonable, of the System's expected operations, including capital costs, capital spending schedule, rates and revenues or charges (if applicable), Gross Revenues, operating and maintenance expenses, major maintenance costs, financing structure and other scheduling, cost and financing elements required to be included in the Base Case Financial Model. The Updated Financial Model shall independently model the Project (as well as the System) addressing each of the foregoing as it may apply to the Project.

(b) Annual Financial Statements. The Borrower shall deliver to the WIFIA Lender, as soon as available, but no later than one hundred eighty (180) days after the end of each Borrower Fiscal Year:

(i) a copy of the audited income statement and balance sheet of the Borrower as of the end of such Borrower Fiscal Year and the related audited statements of



operations and of cash flow of the Borrower for such Borrower Fiscal Year, (A) setting forth in each case in comparative form the figures for the previous fiscal year, (B) certified without qualification or exception, or qualification as to the scope of the audit, by an Independent Accountant and (C) which shall be complete and correct in all material respects and shall be prepared in reasonable detail and in accordance with GAAP applied consistently throughout the periods reflected therein (except, with respect to the annual financial statements, for changes approved or required by the Independent Accountant certifying such statements and disclosed therein); and

(ii) together with each delivery of such annual audited financial statements, a certificate signed by the chief executive officer or chief financial officer of the Borrower or the Borrower's Authorized Representative, stating whether or not, to the Borrower's knowledge, during the annual period covered by such financial statements, there occurred any Default or Event of Default and, if any such Default or Event of Default shall have occurred during such period, the nature of such Default or Event of Default and the actions that the Borrower has taken or intends to take in respect thereof;

provided, however, that the failure of the Borrower to deliver to the WIFIA Lender the annual audited financial statements required under this Section 16(b) during the period that is one hundred eighty (180) days after the end of the applicable Borrower Fiscal Year shall not constitute a Default or an Event of Default, so long as the Borrower provides such annual audited financial statements within ninety (90) days after the end of such period.

(c) Final Design Specifications. The Borrower shall deliver to the WIFIA Lender, no later than thirty (30) days prior to any notice to proceed, the final designs, plans and specifications relating to the development and construction of the Project.

(d) Construction Reporting. The WIFIA Lender shall have the right in its sole discretion to monitor (or direct its agents to monitor) the development of the Project, including environmental compliance, design, and construction of the Project. The Borrower shall be responsible for administering construction oversight of the Project in accordance with applicable federal, state and local governmental requirements. The Borrower agrees to cooperate in good faith with the WIFIA Lender in the conduct of such monitoring by promptly providing the WIFIA Lender with such reports, documentation or other information as shall be requested by the WIFIA Lender or its agents, including any independent engineer reports, documentation or information. During the period through Substantial Completion of the Project, the Borrower shall furnish to the WIFIA Lender, on a quarterly basis, a report on the status of the Project, substantially in the form of **Exhibit J** (*Form of Quarterly Report*). The report shall be executed by the Borrower's Authorized Representative and, for any quarter, shall be delivered to the WIFIA Lender within thirty (30) days following such quarter (or if such day is not a Business Day, on the next following Business Day). If the then-current projection for the Substantial Completion Date is a date later than the Projected Substantial Completion Date, the Borrower shall provide in such report a description in reasonable detail to the reasonable satisfaction of the WIFIA Lender of the reasons for such projected delay, an estimate of the impact of such delay on the capital and operating costs of the System (if any), and that the new date could not reasonably be expected to result in a Material Adverse Effect.

(e) Public Benefits Report. The Borrower shall deliver to the WIFIA Lender a report, in the form of **Exhibit K** (*Form of Public Benefits Report*) (the “**Public Benefits Report**”), (i) no later than thirty (30) days prior to the Effective Date, (ii) within ninety (90) days following the Substantial Completion Date and (iii) within ninety (90) days following the fifth (5<sup>th</sup>) anniversary of the Substantial Completion Date. The Borrower agrees that information described under this Section 16(e) may be made publicly available by the WIFIA Lender at its discretion.

(f) Modifications to Total Project Costs. For the period through the Substantial Completion Date, the Borrower shall provide the WIFIA Lender with written notification at least thirty (30) days prior to instituting any increase or decrease to the aggregate Total Project Costs in an amount equal to or greater than ten percent (10%), which notification shall set forth the nature of the proposed increase or decrease and an estimate of the impact of such increase or decrease on the capital costs and operating costs of the System. The Borrower’s notice shall demonstrate that the proposed increase or decrease is consistent with the provisions of this Agreement, is necessary or beneficial to the Project, does not materially impair the WIFIA Lender’s security or the Borrower’s ability to comply with its obligations under the Related Documents (including any financial ratios or covenants included therein), and could not reasonably be expected to result in a Material Adverse Effect.

(g) Operations and Maintenance. The WIFIA Lender shall have the right, in its sole discretion, to monitor (or direct its agents to monitor) the Project’s operations and, as the WIFIA Lender may request from time to time, to receive reporting on the operation and management of the Project, and copies of any contracts relating to the operation and maintenance of the Project. The Borrower agrees to cooperate in good faith with the WIFIA Lender in the conduct of such monitoring by promptly providing the WIFIA Lender with such reports, documentation, or other information requested by the WIFIA Lender. The WIFIA Lender has the right, in its sole discretion, to retain such consultants or advisors, to carry out the provisions of this Section 16(g). On or prior to the Substantial Completion Date, the Borrower shall deliver to the WIFIA Lender an operations and maintenance manual with respect to the Project, in form and substance reasonably acceptable to the WIFIA Lender.

(h) Notices.

(i) The Borrower shall, within fifteen (15) days after the Borrower learns of the occurrence, give the WIFIA Lender notice of any of the following events or receipt of any of the following notices, as applicable, setting forth details of such event:

(A) Substantial Completion: the occurrence of Substantial Completion, such notice to be provided in the form set forth in **Exhibit I** (*Form of Certificate of Substantial Completion*);

(B) Defaults; Events of Default: any Default or Event of Default;

(C) Litigation: (1) the filing of any litigation, suit or action, or the commencement of any proceeding, against the Borrower before any arbitrator, Governmental Authority, alternative dispute resolution body, or other neutral third-party, or the receipt by the Borrower in writing of any threat of litigation, suit, action, or proceeding, or of any written claim

against the Borrower that, in each case, could reasonably be expected to have a Material Adverse Effect, and any material changes in the status of such litigation, suit, action or claim, and (2) any judgments against the Borrower with award amounts in excess of \$5,000,000, either individually or in the aggregate, payable (in whole or in part) from Gross Revenues;

(D) Delayed Governmental Approvals: any failure to receive or delay in receiving any Governmental Approval or making any required filing, notice, recordation or other demonstration to or with a Governmental Authority, in each case to the extent such failure or delay will or could reasonably be expected to result in a delay to any major milestone date (including the Projected Substantial Completion Date) set forth in the Construction Schedule, together with a written explanation of the reasons for such failure or delay and the Borrower's plans to remedy or mitigate the effects of such failure or delay;

(E) Environmental Notices: any material notice of violation or material change in finding under any Environmental Law related to the Project or any material changes to the NEPA Determination;

(F) Amendments: except as otherwise agreed by the WIFIA Lender in writing, copies of (1) any proposed material amendments to any Related Documents at least thirty (30) days prior to the effective date thereof and (2) copies of fully executed amendments of any Related Document within ten (10) days following execution thereof; provided, that such notice can be accomplished through an email to the WIFIA Lender that includes a link to the posting of the relevant documents on EMMA;

(G) Related Document Defaults: any material breach or default or event of default on the part of the Borrower or any other party under any Related Document; provided that such notice can be accomplished through an email to the WIFIA Lender that includes a link to the posting of the relevant documents on EMMA;

(H) Uncontrollable Force: the occurrence of any Uncontrollable Force that could reasonably be expected to materially and adversely affect the Project;

(I) Ratings Changes: any change in the rating assigned to the Parity Debt, the WIFIA Loan, or any Subordinate Debt, in each case by any Nationally Recognized Rating Agency that has provided a public rating on such indebtedness, and any notices, reports or other written materials (other than those that are ministerial in nature) received from any such rating agencies; provided, that such notice can be accomplished through an email to the WIFIA Lender that includes a link to the posting of the relevant documents on EMMA;

(J) 2 C.F.R. § 180.350 Notices: any notification required pursuant to 2 C.F.R. § 180.350, whether attributable to a failure by the Borrower to disclose information previously required to have been disclosed or due to the Borrower or any of its principals meeting any of the criteria set forth in 2 C.F.R. § 180.335;

(K) Additional Principal Project Contracts: copies of any executed Additional Principal Project Contracts (together with any related contracts, side letters or other understandings);

(L) Issuance of Obligations: copies of any final issuing instrument (together with any continuing disclosure documents, ordinances, official statement, certifications or cash flow projections in connection therewith), prepared in connection with the incurrence of any Permitted System Debt (including any Additional Debt); provided that such notice can be accomplished through an email to the WIFIA Lender that includes a link to the posting of the relevant documents on EMMA;

(M) Postings on EMMA: the posting of any document on EMMA in accordance with the requirements of any continuing disclosure agreement with respect to any Outstanding System Debt relating to annual financial information and operating data and the reporting of significant events; provided that such notice can be accomplished through an email to the WIFIA Lender that includes a link to the posting of the relevant document on EMMA; and

(N) Other Adverse Events: the occurrence of any other event or condition, including without limitation any notice of breach from a contract counterparty or any holder of any System Debt, that could reasonably be expected to result in a Material Adverse Effect or have a material and adverse effect on the Project.

(ii) Within thirty (30) calendar days after the Borrower learns of the occurrence of an event specified in clause (i) above (other than sub-clauses (A) (*Substantial Completion*), (F) (*Amendments*) or (I) (*Ratings Changes*) (in the case of a ratings upgrade)), the Borrower's Authorized Representative shall provide a statement to the WIFIA Lender setting forth the actions the Borrower proposes to take with respect thereto. The Borrower shall also provide the WIFIA Lender with any further information reasonably requested by the WIFIA Lender from time to time concerning the matters described in clause (i) above.

(i) Excess Reserves Mandatory Prepayment Notice. Commencing with the Borrower Fiscal Year ending June 30, 2035, if the audited financial statements of the System for a Borrower Fiscal Year shows a year-end balance of Excess Reserves that equals or exceeds \$1,000,000, not later than thirty (30) days following completion of the System's audited financial statements for the applicable Borrower Fiscal Year the Borrower shall deliver an Excess Reserves Mandatory Prepayment Notice stating the amount of the Excess Reserves and the date of the mandatory prepayment (as determined in accordance with Section 9(a)(ii) (*Prepayment — Mandatory Prepayment*)).

(j) Requested Information. The Borrower shall, at any time while the WIFIA Loan remains Outstanding, promptly deliver to the WIFIA Lender such additional information regarding the business, financial, legal or organizational affairs of the Borrower or regarding the System, the Project or the Gross Revenues as the WIFIA Lender may from time to time reasonably request.

## ARTICLE VI EVENTS OF DEFAULT

### Section 17. Events of Default and Remedies.

(a) An “**Event of Default**” shall exist under this Agreement if any of the following occurs:

(i) Payment Default. The Borrower shall fail to (i) pay when due any part of the principal amount of or interest on the WIFIA Loan (including WIFIA Debt Service required to have been paid pursuant to the provisions of Section 8 (*Payment of Principal and Interest*), and such failure continues for a period of five (5) days, or (ii) make any mandatory prepayment required pursuant to the provisions of Section 9 (*Prepayment*), in each case when and as the payment thereof shall be required under this Agreement or the WIFIA Bond or on the Final Maturity Date (each such failure, a “**Payment Default**”).

(ii) Covenant Default. The Borrower shall fail to observe or perform any covenant, agreement or obligation of the Borrower under this Agreement, the WIFIA Bond or any other WIFIA Loan Document (other than in the case of any Payment Default, any Development Default or any failure to comply with the Rate Covenant), and such failure shall not be cured within sixty (60) days after the earlier to occur of (A) receipt by the Borrower from the WIFIA Lender of written notice thereof or (B) the Borrower’s knowledge of such failure; provided, however, that if such failure is capable of cure but cannot reasonably be cured within such sixty (60) day cure period, then no Event of Default shall be deemed to have occurred or be continuing under this Section 17(a)(ii), and such sixty (60) day cure period shall be extended by up to one hundred twenty (120) additional days, if and so long as (x) within such sixty (60) day cure period the Borrower shall commence actions reasonably designed to cure such failure and shall diligently pursue such actions until such failure is cured and (y) such failure is cured within one hundred eighty (180) days of the date specified in either (A) or (B) above, as applicable.

(iii) Misrepresentation Default. Any of the representations, warranties or certifications of the Borrower made in or delivered pursuant to the WIFIA Loan Documents (or in any certificates delivered by the Borrower in connection with the WIFIA Loan Documents) shall prove to have been false or misleading in any material respect when made or deemed made (or any representation and warranty that is subject to a materiality qualifier shall prove to have been false or misleading in any respect); provided, that no Event of Default shall be deemed to have occurred under this Section 17(a)(iii) if and so long as (A) such misrepresentation is not intentional, (B) such misrepresentation is not a misrepresentation in respect of Section 12(g) (*Representations and Warranties of Borrower – Security Interests*), (Section 12(h) (*Representations and Warranties of Borrower – No Debarment*), Section 12(j) (*Representations and Warranties of Borrower – Compliance with Laws*), or Section 12(y) (*Representation and Warranties of Borrower – Patriot Act*), (C) in the reasonable determination of the WIFIA Lender, such misrepresentation has not had, and would not reasonably be expected to result in, a Material Adverse Effect, (D) in the reasonable determination of the WIFIA Lender, the underlying issue giving rise to the misrepresentation is capable of being cured and (E) the underlying

issue giving rise to the misrepresentation is cured by the Borrower within thirty (30) days from the date on which the Borrower first became aware (or reasonably should have become aware) of such misrepresentation.

(iv) Acceleration of Parity Debt. Any acceleration shall occur of the maturity of any Parity Debt, or any such Parity Debt shall not be paid in full upon the final maturity thereof.

(v) Cross Default with Other Financing Documents. Any default shall occur in respect of the performance of any covenant, agreement or obligation of the Borrower under the Related Documents (other than the Principal Project Contracts), and such default shall be continuing after the giving of any applicable notice and the expiration of any applicable grace period specified in the Related Documents (other than the Principal Project Contracts) (as the case may be) with respect to such default, and the Borrower shall have failed to cure such default or to obtain an effective written waiver thereof in accordance with the terms thereof.

(vi) Material Adverse Judgment. Any final, non-appealable judgment related to the Pledged Collateral, the Gross Revenues, the System or the Project shall be entered against the Borrower which has a Material Adverse Effect.

(vii) Occurrence of a Bankruptcy Related Event. A Bankruptcy Related Event shall occur with respect to the Borrower.

(viii) Invalidity of WIFIA Loan Documents. (A) Any WIFIA Loan Document ceases to be in full force and effect (other than as a result of the termination thereof in accordance with its terms) or becomes void, voidable, illegal or unenforceable, or any Borrower Related Party contests in any manner the validity or enforceability of any WIFIA Loan Document to which it is a party or denies it has any further liability under any WIFIA Loan Document to which it is a party, or purports to revoke, terminate or rescind any WIFIA Loan Document to which it is a party; (B) any WIFIA Loan Document ceases (other than as expressly permitted thereunder) to be effective or to grant a valid and binding security interest on any material portion of the Pledged Collateral other than as a result of actions or a failure to act by, and within the control of, the any Secured Party, and with the priority purported to be created thereby; or (C) any event occurs that results in the material impairment in the perfection or priority of the WIFIA Lender's security interest in the Pledged Collateral or in the value of such Pledged Collateral.

(ix) Failure to Satisfy Rate Covenant. The Borrower fails to satisfy the Rate Covenant for two (2) consecutive Borrower Fiscal Years.

(x) Development Default. A Development Default shall occur.

(xi) Default Under Principal Project Contracts. The Borrower shall default in the timely performance of any covenant, agreement or obligation under any Principal Project Contract or any Principal Project Contract shall be terminated prior to its scheduled expiration (unless in any case such default or termination could not reasonably be expected to have a Material Adverse Effect), and the Borrower shall have failed to cure

such default or to obtain an effective written waiver or revocation thereof prior to the expiration of the applicable grace period specified in any such Principal Project Contract, or to obtain an effective revocation of such termination (as the case may be); provided, however, that no Event of Default shall be deemed to have occurred or be continuing under this Section 17(a)(xi) if, in the case of any termination of a Principal Project Contract, the Borrower replaces such Principal Project Contract with a replacement agreement (A) entered into with another counterparty that (1) is of similar or greater creditworthiness (including credit support), technical capability and relevant experience as the counterparty being replaced was at the time the applicable Principal Project Contract was originally executed (or otherwise reasonably acceptable to the WIFIA Lender), (2) is not, at the time of such replacement, suspended or debarred or subject to a proceeding to suspend or debar from bidding, proposing or contracting with any federal or state department or agency, and (3) is not, at the time of such replacement, in violation of any applicable laws; (B) on substantially the same terms and conditions as the Principal Project Contract being replaced (or otherwise reasonably acceptable to the WIFIA Lender) and (C) effective as of the date of termination of the Principal Project Contract being replaced.

(xii) Cessation of System Operations. Following the Substantial Completion Date, operation of the System shall cease for a continuous period of not less than one hundred eighty (180) days unless (A) such cessation of operations shall occur by reason of an Uncontrollable Force that is not due to the fault of the Borrower (and which the Borrower could not reasonably have avoided or mitigated) or (B) the Borrower shall either be self-insured in an amount sufficient to cover, or shall have in force an insurance policy or policies under which the Borrower is entitled to recover amounts sufficient to pay (and may use such amounts to pay), debt service for all Parity Debt (including WIFIA Debt Service) and costs and expenses of the Borrower during such cessation of operations.

(b) Upon the occurrence of any Bankruptcy Related Event, all obligations of the WIFIA Lender hereunder with respect to the disbursement of any undisbursed amounts of the WIFIA Loan shall automatically be deemed terminated and the WIFIA Loan (and the related WIFIA Bond) shall be subject to mandatory prepayment as set forth in Section 10 (*Prepayment – Mandatory Prepayment Upon a Bankruptcy Related Event*).

(c) Upon the occurrence of any Event of Default, the WIFIA Lender, by written notice to the Borrower, may exercise any or all of the following remedies:

(i) the WIFIA Lender may suspend or terminate all of its obligations hereunder with respect to the disbursement of any undisbursed amounts of the WIFIA Loan;

(ii) the WIFIA Lender may cease permitting interest on the WIFIA Loan to be capitalized;

(iii) the WIFIA Lender may apply the Default Rate provisions of Section 6 (*Interest Rate*);

(iv) the WIFIA Lender may suspend or debar the Borrower from further participation in any Government program administered by the WIFIA Lender and to notify other departments and agencies of such default;

(v) the WIFIA Lender shall be entitled and empowered to institute any actions or proceedings at law or in equity for the collection of any sums due and unpaid hereunder or under the WIFIA Bond or the other WIFIA Loan Documents, and may prosecute any such judgment or final decree against the Borrower and collect in the manner provided by law out of the property of the Borrower the moneys adjudged or decreed to be payable, and the WIFIA Lender shall have all of the rights and remedies of a creditor, including all rights and remedies of a secured creditor under the Uniform Commercial Code, and may take such other actions at law or in equity as may appear necessary or desirable to collect all amounts payable by Borrower under this Agreement, the WIFIA Bond or the other WIFIA Loan Documents then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Borrower under this Agreement, the WIFIA Bond or the other WIFIA Loan Documents; and/or

(vi) as and to the extent set forth in Section 17(d) (*Events of Default and Remedies — Acceleration of Parity Debt*), the unpaid principal amount of the WIFIA Bond shall automatically become immediately due and payable, together with the interest accrued thereon and all fees, costs, expenses, indemnities and other amounts payable under this Agreement, the WIFIA Bond or the other WIFIA Loan Documents, all without presentment, demand, notice, protest or other requirements of any kind, all of which are hereby expressly waived.

(d) Acceleration of Parity Debt. Upon the occurrence of any Event of Default (other than the Event of Default set forth in Section 17(a)(vii) (*Events of Default and Remedies — Occurrence of a Bankruptcy Related Event*)) under the applicable Parity Debt Documents, the holders of 51% or more in aggregate principal amount of the Parity Debt then Outstanding may declare the principal of all Parity Debt then Outstanding (including the WIFIA Bond and the WIFIA Loan Balance), together with all interest accrued thereon and any other amounts payable under the Parity Debt Documents (including all fees, costs, expenses, indemnities and other amounts payable to the WIFIA Lender under this Agreement, the WIFIA Bond or the other WIFIA Loan Documents), to be immediately due and payable, without presentment, demand, notice, declaration, protest or other requirements of any kind, all of which are hereby expressly waived.

(e) No action taken pursuant to this Section 17 shall relieve the Borrower from its obligations pursuant to this Agreement, the WIFIA Bond or the other WIFIA Loan Documents, all of which shall survive any such action.

## ARTICLE VII MISCELLANEOUS

Section 18. Disclaimer of Warranty. The WIFIA Lender makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or



fitness for a particular purpose or fitness for use of the Project or any portion thereof or any other warranty with respect thereto. In no event shall the WIFIA Lender be liable for any incidental, indirect, special or consequential damages incidental to or arising out of this Agreement or the System (including the Project) or the existence, furnishing, functioning or use of the Project or any item or products or services provided for in this Agreement.

Section 19. No Personal Recourse. No official, employee or agent of the WIFIA Lender or the Borrower or any Person executing this Agreement or any of the other WIFIA Loan Documents shall be personally liable on this Agreement or such other WIFIA Loan Documents by reason of the issuance, delivery or execution hereof or thereof.

Section 20. No Third Party Rights. The parties hereby agree that this Agreement creates no third party rights against the Borrower, the Government, or the WIFIA Lender, solely by virtue of the WIFIA Loan, and the Borrower agrees to indemnify and hold the WIFIA Lender, the Servicer (if any), the Administrator, and the Government harmless, to the extent permitted by law and in accordance with Section 32 (*Indemnification*), from any lawsuit or claim arising in law or equity solely by reason of the WIFIA Loan, and that no third party creditor of the Borrower shall have any right against the WIFIA Lender with respect to the WIFIA Loan made pursuant to this Agreement.

Section 21. Borrower's Authorized Representative. The Borrower shall at all times have appointed a Borrower's Authorized Representative by designating such Person or Persons from time to time to act on the Borrower's behalf pursuant to a written certificate furnished to the WIFIA Lender and the Servicer, if any, containing the specimen signature or signatures of such Person or Persons and signed by the Borrower.

Section 22. WIFIA Lender's Authorized Representative. The WIFIA Lender hereby appoints the Director of the WIFIA Program, whose notice details are set forth below in Section 31 (*Notices*), to serve as the WIFIA Lender's Authorized Representative under this Agreement until such time as a successor or successors shall have been appointed. Thereafter, the successor in office shall serve as the WIFIA Lender's Authorized Representative. The WIFIA Lender shall provide notice to the Borrower within a reasonable time period following the succession.

Section 23. Servicer. The WIFIA Lender may from time to time designate another entity or entities to perform, or assist the WIFIA Lender in performing, the duties of the Servicer or specified duties of the WIFIA Lender under this Agreement and the WIFIA Bond. The WIFIA Lender shall give the Borrower written notice of the appointment of any successor or additional Servicer and shall enumerate the duties or any change in duties to be performed by any Servicer. Any references in this Agreement to the WIFIA Lender shall be deemed to be a reference to the Servicer with respect to any duties which the WIFIA Lender shall have delegated to such Servicer. The WIFIA Lender may at any time assume the duties of any Servicer under this Agreement and the WIFIA Bond. The Borrower shall cooperate and respond to any reasonable request of the Servicer for information, documentation or other items reasonably necessary for the performance by the Servicer of its duties hereunder.

Section 24. Amendments and Waivers. No amendment, modification, termination, or waiver of any provision of this Agreement shall in any event be effective without the written consent of each of the parties hereto.

Section 25. Governing Law. This Agreement shall be governed by the federal laws of the United States of America if and to the extent such federal laws are applicable and the internal laws of the State, if and to the extent such federal laws are not applicable.

Section 26. Severability. In case any provision in or obligation under this Agreement shall be invalid, illegal, or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

Section 27. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective permitted successors and assigns and shall inure to the benefit of the parties hereto and their permitted successors and assigns. Neither the Borrower's rights or obligations hereunder nor any interest therein may be assigned or delegated by the Borrower without the prior written consent of the WIFIA Lender.

Section 28. Remedies Not Exclusive. No remedy conferred herein or reserved to the WIFIA Lender is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Section 29. Delay or Omission Not Waiver. No delay or omission of the WIFIA Lender to exercise any right or remedy provided hereunder upon a default of the Borrower (except a delay or omission pursuant to a written waiver) shall impair any such right or remedy or constitute a waiver of any such default or acquiescence therein. Every right and remedy given by this Agreement or by law to the WIFIA Lender may be exercised from time to time, and as often as may be deemed expedient by the WIFIA Lender.

Section 30. Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto or in connection herewith may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Electronic delivery of an executed counterpart of a signature page of this Agreement or any document or instrument delivered in connection herewith in accordance with Section 31 (*Notices*) shall be effective as delivery of an original executed counterpart of this Agreement or such other document or instrument, as applicable.

Section 31. Notices. Notices hereunder shall be (a) in writing, (b) effective as provided below and (c) given by (i) nationally recognized courier service, (ii) hand delivery, or (iii) email, in each case to:

If to WIFIA Lender: Environmental Protection Agency  
WJC-W 6201A  
1200 Pennsylvania Avenue NW  
Washington, D.C. 20460  
Attention: WIFIA Director  
Email: WIFIA\_Portfolio@epa.gov

If to Borrower: City of Sunnyvale  
650 W. Olive Avenue  
Sunnyvale, CA 94088-3707  
Attention: [ ]  
Email: [ ]

Unless otherwise instructed by the WIFIA Lender's Authorized Representative, all notices to the WIFIA Lender should be made by email to the email address noted above for the WIFIA Lender. Notices required to be provided herein shall be provided to such different addresses or to such further parties as may be designated from time to time by a Borrower's Authorized Representative, with respect to notices to the Borrower, or by the WIFIA Lender's Authorized Representative, with respect to notices to the WIFIA Lender or the Servicer. Each such notice, request or communication shall be effective (x) if delivered by hand or by nationally recognized courier service, when delivered at the address specified in this Section 31 (or in accordance with the latest unrevoked written direction from the receiving party) and (y) if given by email, when such email is delivered to the address specified in this Section 31 (or in accordance with the latest unrevoked written direction from the receiving party); provided, that notices received on a day that is not a Business Day or after 5:00 p.m. Eastern Time on a Business Day will be deemed to be effective on the next Business Day.

Section 32. Indemnification. The Borrower shall, to the extent permitted by law, indemnify the WIFIA Lender and any official, employee, agent or representative of the WIFIA Lender (each such Person being herein referred to as an "**Indemnitee**") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities, fines, penalties, costs and expenses (including the fees, charges and disbursements of any counsel for any Indemnitee and the costs of environmental remediation), whether known, unknown, contingent or otherwise, incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of (a) the execution, delivery and performance of the WIFIA Bond, this Agreement or any of the other Related Documents, (b) the WIFIA Loan and the WIFIA Bond or the use of the proceeds thereof, or (c) the violation of any law, rule, regulation, order, decree, judgment or administrative decision relating to the environment, the preservation or reclamation of natural resources, the management, release or threatened release of any hazardous material or to health and safety matters; in each case arising out of or in direct relation to the Project; provided, that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities, fines, penalties, costs or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee. In case any action or proceeding is brought against an

Indemnitee by reason of any claim with respect to which such Indemnitee is entitled to indemnification hereunder, the Borrower shall be entitled, at its expense, to participate in the defense thereof; provided, that such Indemnitee has the right to retain its own counsel, at the Borrower's expense, and such participation by the Borrower in the defense thereof shall not release the Borrower of any liability that it may have to such Indemnitee. Any Indemnitee against whom any indemnity claim contemplated in this Section 32 is made shall be entitled, after consultation with the Borrower and upon consultation with legal counsel wherein such Indemnitee is advised that such indemnity claim is meritorious, to compromise or settle any such indemnity claim. Any such compromise or settlement shall be binding upon the Borrower for purposes of this Section 32. Nothing herein shall be construed as a waiver of any legal immunity that may be available to any Indemnitee. To the extent permitted by applicable law, neither the Borrower nor the WIFIA Lender shall assert, and each of the Borrower and the WIFIA Lender hereby waives, any claim against any Indemnitee or the Borrower, respectively, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any of the other Related Documents, the other transactions contemplated hereby and thereby, the WIFIA Loan or the use of the proceeds thereof, provided, that nothing in this sentence shall limit the Borrower's indemnity obligations to the extent such damages are included in any third party claim in connection with which an Indemnitee is entitled to indemnification hereunder. All amounts due to any Indemnitee under this Section 32 shall be payable promptly upon demand therefor. The obligations of the Borrower under this Section 32 shall survive the payment or prepayment in full or transfer of the WIFIA Bond, the enforcement of any provision of this Agreement or the other Related Documents, any amendments, waivers (other than amendments or waivers in writing with respect to this Section 32) or consents in respect hereof or thereof, any Event of Default, and any workout, restructuring or similar arrangement of the obligations of the Borrower hereunder or thereunder.

Section 33. Sale of WIFIA Loan. The WIFIA Lender shall not sell the WIFIA Loan at any time prior to the Substantial Completion Date. After such date, the WIFIA Lender may sell the WIFIA Loan to another entity or reoffer the WIFIA Loan into the capital markets only in accordance with the provisions of this Section 33. Such sale or reoffering shall be on such terms as the WIFIA Lender shall deem advisable. However, in making such sale or reoffering the WIFIA Lender shall not change the terms and conditions of the WIFIA Loan without the prior written consent of the Borrower in accordance with Section 24 (*Amendments and Waivers*). The WIFIA Lender shall provide, at least sixty (60) days prior to any sale or reoffering of the WIFIA Loan, written notice to the Borrower of the WIFIA Lender's intention to consummate such a sale or reoffering; provided, however, that no such notice shall be required during the continuation of any Event of Default. The provision of any notice pursuant to this Section 33 shall not (x) obligate the WIFIA Lender to sell nor (y) provide the Borrower with any rights or remedies in the event the WIFIA Lender, for any reason, does not sell the WIFIA Loan.

Section 34. Effectiveness. This Agreement shall be effective on the Effective Date.

Section 35. Termination. This Agreement shall terminate upon the irrevocable payment in full in immediately available funds by the Borrower of the WIFIA Loan Balance, together with all accrued interest, fees and expenses with respect thereto; provided, however, that the indemnification requirements of Section 32 (*Indemnification*), the reporting and record keeping requirements of Section 14(q) (*Affirmative Covenants – Access; Records*) and the payment

requirements of Section 10 (*Fees and Expenses*) shall survive the termination of this Agreement as provided in such Sections.

Section 36. Integration. This Agreement constitutes the entire contract between the parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

**CITY OF SUNNYVALE,**  
by its authorized representative

By: \_\_\_\_\_  
Name:  
Title:

**UNITED STATES ENVIRONMENTAL  
PROTECTION AGENCY**, acting by and  
through the Administrator of the  
Environmental Protection Agency

By: \_\_\_\_\_  
Name: Andrew R. Wheeler  
Title: Administrator

**SCHEDULE I**  
**PROJECT BUDGET<sup>3</sup>**

<b>SOURCES OF FUNDS</b>	<b>AMOUNT (\$ USD)</b>	<b>PERCENTAGE (%)</b>
WIFIA Loan	\$220,628,721	49.0%
Revenue Bonds	161,631,547	35.9
Cash	68,000,000	15.1
<b>Total Sources of Funds</b>	<b>\$450,260,269</b>	<b>100.0%</b>
<b>USES OF FUNDS</b>	<b>AMOUNT (\$ USD)</b>	<b>PERCENTAGE (%)</b>
Construction	\$327,055,056	72.6%
Design and Permitting	34,757,907	7.7
Planning	987,658	0.2
Contingency	[included in Construction]	
Other: Contractor's Contingency	32,705,506	7.3
Other: Program Management	16,996,286	3.8
Other: Construction Management	17,103,009	3.8
Other: City Management	2,443,287	0.5
Other: Non-Federal Interest and Financing Costs	18,211,560	4.1
<b>Total Uses of Funds</b>	<b>\$450,260,269</b>	<b>100.0%</b>
<b>Total Eligible Project Costs</b>	<b>\$450,260,269</b>	<b>100.0%</b>
<b>Total Project Costs</b>	<b>\$450,260,269</b>	<b>100.0%</b>

<sup>3</sup> WIFIA Underwriting and Transaction Attorney should confirm with WIFIA Engineering to confirm that the reasonably anticipated Eligible Project Costs are reasonable and acceptable for purposes of determining the amount of the WIFIA Loan and for loan sizing.



**SCHEDULE II**  
**CONSTRUCTION SCHEDULE**

*[To be provided by Borrower]*<sup>4</sup>

<sup>4</sup> The schedule should clearly specify the projected substantial completion date, which should match up with the WLA's definition of "Projected Substantial Completion Date" and also be reflected accordingly in the Base Case Financial Model. Schedule should be confirmed with WIFIA Engineering that it is reasonable and in line with WIFIA's understanding.

**SCHEDULE III**  
**EXISTING INDEBTEDNESS<sup>5</sup>**

**A. Parity Debt**

		6
1.	Installment Sale Agreement entitled “Headworks and Primary Treatment, Phase 1(A), Clean Water State Revolving Fund Project No. C06-8153-110, Agreement No. D16-01024,” in the original principal amount of \$127,068,522, dated as of December 9, 2016, between the Borrower and the State of California Water Resources Control Board	\$127,068,522
2.	City of Sunnyvale Wastewater Revenue Refunding Bonds, Series 2017A and City of Sunnyvale Taxable Wastewater Revenue Refunding Bonds, Series 2017A-T issued pursuant to the Indenture of Trust, between the City of Sunnyvale and U.S. Bank National Association, as trustee	\$14,035,000, 2017A \$6,490,000, 2017A-T
3.		
4.		
5.		

**B. Subordinate Debt**

		7
1.		
2.		
3.		
4.		
5.		

<sup>5</sup> To be completed by Borrower.

<sup>6</sup> As of Effective Date

<sup>7</sup> As of Effective Date

## SCHEDULE IV

### WIFIA PAYMENT INSTRUCTIONS

#### Acceptable Methods for WIFIA Payments to EPA

##### Option 1 PAY.GOV

Use of Pay.gov to make payments to EPA is the preferred electronic payment method. In Pay.gov, users can track their payments to EPA and schedule recurring or automatic payments. Although it is not mandatory to register for a user id to access and use Pay.Gov, registration is recommended to have access to all Pay.gov system functionality.

1. Access the Pay.gov system by going to <https://www.pay.gov> and search for WIFIA or click on the following hyperlink to directly launch the WIFIA Loan Collection & Fees Form.
2. Provide the following information on your payment to ensure proper credit:
  - Remitter's contact phone number
  - Company/Organization Name as it appears on EPA document
  - Complete address, including city, state, zip code
  - Project Name
  - Loan Number: this is EPA WIFIA Loan number, NOT the remitter's number
  - From the "Payment Type" drop down menu select the type from the Fee Notice letter
  - Other Description: please note the reference number from the Fee Notice letter
3. Follow the remaining on-screen instructions to successfully process the payment to EPA.
4. Send an email to [OCFO-OC-ACAD-WIFIA@epa.gov](mailto:OCFO-OC-ACAD-WIFIA@epa.gov) and [wifia\\_portfolio@epa.gov](mailto:wifia_portfolio@epa.gov) informing that a payment has been made.

##### Option 2 FEDWIRE

Wire transfers made through FedWire are an alternative electronic wire transfer initiated between the borrower and its organization's financial institution (bank) and EPA. FedWire is typically used to initiate financial institution (bank) generated "same day" electronic payments.

Borrowers must work within the processing guidelines established by their bank, which may include processing cutoffs, transaction fees, and other bank requirements.

Banks that do not maintain an account at a Federal Reserve Bank (FRB) must use the services of correspondent banks that do have an FRB account. To process a payment using FedWire please:

1. Send FedWire deposits as early as possible and no later than 5 p.m. ET on the desired EPA receipt date
2. Review the FedWire form Instructions provided in Attachment 1 and complete the form. It is very important that all relevant details identified in the instructions are accurate.
3. Send an email to [OCFO-OC-ACAD-WIFIA@epa.gov](mailto:OCFO-OC-ACAD-WIFIA@epa.gov) and [wifia\\_portfolio@epa.gov](mailto:wifia_portfolio@epa.gov) informing that a payment has been made.

##### Option 3 CHECK PAYMENTS (Not allowed for payment of Principal or Interest)

1. Send checks to:

**USPS Mailing Address**

Laura Collier  
USEPA Headquarters  
William Jefferson Clinton Building  
1200 Pennsylvania Avenue, N. W.  
Mail Code: 2733R  
Washington, DC 20460

**Courier Address (e.g., FEDEX, UPS)**

Courier Address  
Laura Collier  
Ronald Reagan Building  
1300 Pennsylvania Ave., N.W.  
Rm # 81164  
Washington, DC 20004


2. Provide the following information on your check payment to ensure proper credit please:
  - Company/remitter's name (borrower name as it appears on EPA document)
  - Complete address, including city, state, zip
  - Remitter's point of contact person and phone number
  - EPA WIFIA Loan # (NOT the remitter's number)

- Payment Type/Reason for payment from the Fee Notice letter
  - Reference number from the Fee Notice letter.
3. Send an email to [OCFO-OC-ACAD-WIFIA@epa.gov](mailto:OCFO-OC-ACAD-WIFIA@epa.gov) and [wifia\\_portfolio@epa.gov](mailto:wifia_portfolio@epa.gov) informing that a payment has been submitted.

**NOTES:**

1. *When checks are provided as payment, you authorize the EPA to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When the EPA uses information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.*
2. *As of the Effective Date, EPA is temporarily unable to accept paper checks due to the COVID-19 response. Prior to sending any paper check, contact EPA to determine whether paper checks are acceptable for payment at the time.*

**Attachment 1 – FedWire Payment Form and Instructions**

		<b>U.S. Environmental Protection Agency FUNDS TRANSFER DEPOSIT</b>		
<b>PC</b>		<b>INSTRUCTIONS:</b> Explicit completion and routing instructions are located on the reverse of this form. It is requested that prudent care be taken to ensure that all information is provided in the requested format. Failure to provide the information in the requested format may cause a delay in the notification of the funds transfer to EPA.		
<b>TO</b> 021030004	<b>TYPE</b> 10			
<b>FROM</b>	<b>CL</b>	<b>REF</b>	<b>AMOUNT</b> \$	
<b>SENDER</b>				
<b>RECEIVER</b> TREAS NYC/(68010099)EPA				
<b>THIRD PARTY INFORMATION</b>				

The above FedWire form presented to your bank (*who will initiate and transmit the FedWire payment*) **MUST** contain all details below: \*

TO (ABA)	021030004
TYPE	10
RECEIVER	TREAS NYC/(68010099)EPA
THIRD PARTY INFORMATION	To ensure proper credit please include the following information on your payment: <ul style="list-style-type: none"> <li>• Company/remitter’s name (borrower name as it appears on EPA document)</li> <li>• Complete address, including city, state, zip code</li> <li>• Remitter’s point of contact person and phone number</li> <li>• EPA WIFIA Loan # (NOT the remitter’s number)</li> <li>• Payment Type/Reason for payment from the Fee Notice letter</li> <li>• Reference number from the Fee Notice letter</li> </ul>
Shaded Areas	Those items that are shaded on the Form are to be entered by the bank on the funds transfer message. (Depending on the Federal Reserve District, some items may not be required.)
<b><i>*Important: Failure to initiate the FedWire electronic wire transaction properly with the above fields included, will result in untimely or non-receipt of funds at EPA.</i></b>	

**For questions about payments to EPA please contact EPA’s Office of the Controller:**

Phone: 202-564-7593. Voicemails can be left when calling outside business hours

Email: [OCFO-OC-ACAD-WIFIA@epa.gov](mailto:OCFO-OC-ACAD-WIFIA@epa.gov)

**For questions about the WIFIA program:**

Email: [wifia@epa.gov](mailto:wifia@epa.gov)

**SCHEDULE 12(f)**

**LITIGATION<sup>8</sup>**

<b>No.</b>	<b>Parties</b>	<b>Date Initiated</b>	<b>Description</b>	<b>Venue</b>
--	--	--	--	--

<sup>8</sup> To be completed by Borrower.

**SCHEDULE 12(n)**

**PRINCIPAL PROJECT CONTRACTS**

**A. Existing Principal Project Contracts**

<b>Contract</b>	<b>Date</b>	<b>Parties</b>	<b>Description</b>
Condition Assessment	04/27/2017	City of Sunnyvale  AECOM	Professional services necessary to conduct a condition assessment of several Water Pollution Control Plant assets and related services for a project known as Sunnyvale Cleanwater Program Facility Condition Assessment
Existing Plant Rehabilitation Design 2.1	08/13/2019	City of Sunnyvale  Carollo Engineers, Inc	Professional services necessary for investigation, analysis, design, preparation of construction drawings and contract specifications, consultation, engineering services during construction and other services for a project known as Sunnyvale Cleanwater Program Existing Plant Rehabilitation Design 2.1
Secondary Treatment and Dewatering Project 2.2	09/11/2017  Amended: 02/11/2020	City of Sunnyvale  Carollo Engineers Inc.	Professional services necessary for development of a safe and efficient design, preparation of bid documents for Public Works competitive bidding and, construction support for the Secondary Treatment and Dewatering project
Evaluation of Alternate Locations for the Administration and Lab Building for the Sunnyvale Clean Water Program (SCWP) 8.3	05/14/2019	City of Sunnyvale  Carollo Engineers	Specialized services for the evaluation of alternate locations for the Administration and Lab Building, Project 8.3

Design And Construction Support Services for Administration and Laboratory Building at the Water Pollution Control Plant Project 8.3	09/18/2017  Amended: 11/12/2019	City of Sunnyvale  MWA	Professional services necessary for development of a safe and efficient design, preparation of bid documents for Public Works competitive bidding and, construction support for the Administration and Laboratory Building at the Water Pollution Control Plant Project
Water Pollution Control Plant Program Management Services	03/28/2014  Amended: 03/28/2017 07/29/2019	City of Sunnyvale  CDM Smith	Program management services necessary for oversight, analysis, coordination, review, consultation, services during construction and other services for the Cleanwater Program
Environmental Mitigation Groundwater Modeling	04/10/2019	City of Sunnyvale  Ulrick & Associates	Professional services necessary for groundwater modeling, preparation of a report, and participation in meetings for the Cleanwater Program's Environmental Mitigation Groundwater Modeling
Water Pollution Control Plant Construction Management Services	05/06/2015  Amended: 03/12/2018 10/16/2018 12/07/2019	City of Sunnyvale  Psomas (previously known as The Covello Group)	Professional 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

**B. Additional Principal Project Contracts**

<b>Contract</b>	<b>Expected Effective Date (if known)</b>	<b>Parties</b>	<b>Description</b>
4160-Volt Demo	05/2021	City of Sunnyvale  Pacific Gas and Electric	Demolish underground power line no longer in use



12-kV Relocation	To Be Determined (TBD)	City of Sunnyvale Pacific Gas and Electric	Relocate the Water Pollution Control Plant's main power feed line
Site Preparation Construction	05/2021	City of Sunnyvale Contractor TBD	Demolish existing facilities, relocate utilities, and construct temporary facilities
Existing Plant Rehabilitation Construction	11/2021	City of Sunnyvale Contractor TBD	Rehabilitate disinfection and secondary treatment facilities, replace select mechanical/ electrical equipment, and complete the Water Pollution Control Plant perimeter wall
Secondary Treatment and Thickening & Dewatering Construction	07/2022	City of Sunnyvale Contractor TBD	Construct a conventional activated sludge facility, thickening and dewatering facilities, and associated site improvements
Cleanwater Center Construction	11/2022	City of Sunnyvale Contractor TBD	Construct a Cleanwater Center to house the Water Pollution Control Plant's employees, laboratory, and maintenance/instrumentation shops.

**SCHEDULE 12(p)**  
**ENVIRONMENTAL MATTERS<sup>9</sup>**

*[To be provided by Borrower]*

<sup>9</sup> Delete if not applicable.

**EXHIBIT A**

**FORM OF WIFIA BOND**

**CITY OF SUNNYVALE**

**SUNNYVALE CLEANWATER PROGRAM PHASE 2  
(WIFIA — N[\_\_\_\_\_]CA)**

**WIFIA BOND**

**Maximum Principal Amount:       \$ [Maximum Amount of WIFIA Loan]  
(including the maximum amount of capitalized interest that has been authorized)**

**Effective Date:** \_\_\_\_\_ **Due:** \_\_\_\_\_

The CITY OF SUNNYVALE, a municipal corporation and charter city organized and existing under the laws of the State of California (the “**Borrower**”), for value received, hereby promises to pay to the order of the **UNITED STATES ENVIRONMENTAL PROTECTION AGENCY**, acting by and through the Administrator of the United States Environmental Protection Agency, or its assigns (the “**WIFIA Lender**”), the lesser of (x) the Maximum Principal Amount set forth above and (y) the aggregate unpaid principal amount of all disbursements (the “**Disbursements**”) made by the WIFIA Lender (such lesser amount, together with any interest that is capitalized and added to principal in accordance with the provisions of the WIFIA Loan Agreement (as defined below), being hereinafter referred to as the “**Outstanding Principal Sum**”), together with accrued and unpaid interest (including, if applicable, interest at the Default Rate, as defined in the WIFIA Loan Agreement) on the Outstanding Principal Sum and all fees, costs and other amounts payable in connection therewith, all as more fully described in the WIFIA Loan Agreement. The principal hereof shall be payable in the manner and at the place provided in the WIFIA Loan Agreement in accordance with **Exhibit F** (*WIFIA Debt Service*) to the WIFIA Loan Agreement, as revised from time to time in accordance with the WIFIA Loan Agreement, until paid in full (which **Exhibit F**, as modified from time to time in accordance with the terms of the WIFIA Loan Agreement, is incorporated in and is a part of this WIFIA Bond). The WIFIA Lender is hereby authorized to modify the Loan Amortization Schedule included in **Exhibit F** to the WIFIA Loan Agreement from time to time in accordance with the terms of the WIFIA Loan Agreement to reflect the amount of each disbursement made thereunder and the date and amount of principal or interest paid by the Borrower thereunder. Absent manifest error, the WIFIA Lender’s determination of such matters as set forth on **Exhibit F** to the WIFIA Loan Agreement shall be conclusive evidence thereof; provided, however, that neither the failure to make any such recordation nor any error in such recordation shall affect in any manner the Borrower’s obligations hereunder or under any other WIFIA Loan Document.

The interest rate on this WIFIA Bond shall be [\_\_\_\_] percent ([\_\_\_\_]%) per annum. Interest will accrue and be computed on the Outstanding Principal Sum (as well as on any past due interest) from time to time on the basis of a three hundred sixty (360) day year of twelve (12) thirty (30) day months; provided, that, upon the occurrence of an Event of Default, the Borrower shall pay interest on the Outstanding Principal Sum at the Default Rate (as defined in the WIFIA Loan

Agreement to be the sum of (a) the WIFIA Interest Rate set forth above plus (b) 200 basis points) in accordance with Section 6 (*Interest Rate*) of the WIFIA Loan Agreement.

Payments hereon are to be made in accordance with Section 8(d) (*Payment of Principal and Interest – Manner of Payment*) and Section 31 (*Notices*) of the WIFIA Loan Agreement as the same become due. Principal of and interest on this WIFIA Bond shall be paid in funds available on or before the due date and in any lawful coin or currency of the United States of America that at the date of payment is legal tender for the payment of public and private debts. [If the Final Maturity Date is amended in connection with an update to the Updated Financial Model approved by the WIFIA Lender pursuant to Section 16(a) (*Reporting Requirements – Updated Financial Model*) of the WIFIA Loan Agreement, the due date of this WIFIA Bond shall be deemed to be amended to change the due date to such revised Final Maturity Date without any further action required on the part of the Borrower or the WIFIA Lender and such amendment shall in no way amend, modify or affect the other provisions of this WIFIA Bond without the prior written agreement of the WIFIA Lender. Any such amendment shall be reflected in a revised **Exhibit F**.]<sup>10</sup>

This WIFIA Bond has been executed under and pursuant to that certain WIFIA Loan Agreement, dated as of the date hereof, between the WIFIA Lender and the Borrower (the “**WIFIA Loan Agreement**”) and is issued to evidence the obligation of the Borrower under the WIFIA Loan Agreement to repay the loan made by the WIFIA Lender and any other payments of any kind required to be paid by the Borrower under the WIFIA Loan Agreement or the other WIFIA Loan Documents referred to therein. Reference is made to the WIFIA Loan Agreement for all details relating to the Borrower’s obligations hereunder. All capitalized terms used in this WIFIA Bond and not defined herein shall have the meanings set forth in the WIFIA Loan Agreement.

This WIFIA Bond may be prepaid at the option of the Borrower in whole or in part (and, if in part, the principal installments and amounts thereof to be prepaid are to be determined in accordance with the WIFIA Loan Agreement; provided, however, such prepayments shall be in principal amounts of at least \$1,000,000 or any integral multiple of \$1 in excess thereof), from time to time, but not more than annually, without penalty or premium, by paying to the WIFIA Lender all or part of the principal amount of the WIFIA Bond in accordance with the WIFIA Loan Agreement.

This WIFIA Bond shall be subject to mandatory prepayment on the terms and conditions set forth in the WIFIA Loan Agreement.

Payment of the obligations of the Borrower under this WIFIA Bond is secured pursuant to the WIFIA Loan Agreement. Any delay on the part of the WIFIA Lender in exercising any right hereunder shall not operate as a waiver of any such right, and any waiver granted with respect to one default shall not operate as a waiver in the event of any subsequent default.

All acts, conditions and things required by the Constitution and laws of the State to happen, exist, and be performed precedent to and in the issuance of this WIFIA Bond have happened, exist and have been performed as so required. This WIFIA Bond is issued with the intent that the federal

<sup>10</sup> To be included when the WIFIA Lender has agreed to a Final Maturity Date that is a defined anniversary of the Substantial Completion Date. Pursuant to the Act, the Final Maturity Date cannot be later than the 35<sup>th</sup> anniversary of the Substantial Completion Date. The actual number of years will be determined as part of the WIFIA Lender’s underwriting process.

laws of the United States of America shall govern its construction to the extent such federal laws are applicable and the internal laws of the State shall govern its construction to the extent such federal laws are not applicable.

IN WITNESS WHEREOF, CITY OF SUNNYVALE has caused this WIFIA Bond to be executed in its name and its seal to be affixed hereto and attested by its duly authorized officer, all as of the Effective Date set forth above.

**CITY OF SUNNYVALE,**  
by its authorized representative

(SEAL)

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the Undersigned hereby unconditionally sells, assigns  
and transfers unto

*(Please Insert Social Security or other identifying number of Assignee(s)):*

the within note and all rights thereunder.

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

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within note in every particular, without alteration or enlargement or any change whatever.

**EXHIBIT B**

**ANTICIPATED WIFIA LOAN DISBURSEMENT SCHEDULE<sup>11</sup>**

<u>Federal Fiscal Year</u>	<u>Amount</u>
	\$

<sup>11</sup> WIFIA Underwriting to work with Borrower to provide.

## EXHIBIT C

### FORM OF NON-DEBARMENT CERTIFICATE

The undersigned, on behalf of the CITY OF SUNNYVALE, hereby certifies that the CITY OF SUNNYVALE has fully complied with its verification obligations under 2 C.F.R. § 180.320 and hereby further confirms, based on such verification, that, to its knowledge, the Borrower and its principals (as defined in 2 C.F.R. § 180.995 and supplemented by 2 C.F.R. 1532.995):

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

(b) Have not within a three (3) year period preceding the Effective Date been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three (3) year period preceding the Effective Date had one or more public transactions (federal, state or local) terminated for cause or default.

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

CITY OF SUNNYVALE,  
by its authorized representative

By: \_\_\_\_\_

Name:

Title:



## EXHIBIT D

### REQUISITION PROCEDURES

This **Exhibit D** sets out the procedures which the Borrower agrees to follow in submitting Requisitions for the disbursement of WIFIA Loan proceeds in respect of the Eligible Project Costs incurred in connection with the Project. Section 1 sets out the manner in which Requisitions are to be submitted and reviewed. Sections 2 through 4 set out the circumstances in which the WIFIA Lender may reject or correct Requisitions submitted by the Borrower or withhold a disbursement. The Borrower expressly agrees to the terms hereof, and further agrees that (i) the rights of the WIFIA Lender contained herein are in addition to (and not in lieu of) any other rights or remedies available to the WIFIA Lender under the WIFIA Loan Agreement, and (ii) nothing contained herein shall be construed to limit the rights of the WIFIA Lender to take actions including administrative enforcement action and actions for breach of contract against the Borrower if it fails to carry out its obligations under the WIFIA Loan Agreement during the term thereof.

Section 1. General Requirements. All requests by the Borrower for the disbursement of WIFIA Loan proceeds shall be made by electronic mail or overnight delivery service by submission to the WIFIA Lender, in accordance with Section 31 (*Notices*) of the WIFIA Loan Agreement, of a Requisition, in form and substance satisfactory to the WIFIA Lender and completed and executed by the Borrower's Authorized Representative. The form of Requisition is attached as **Appendix One** (*Form of Requisition*) to this **Exhibit D**.

Supporting documentation should be submitted with the Requisition. If the Borrower anticipates that it will draw down all or a portion of the proceeds of the WIFIA Loan to reimburse the Borrower for Eligible Project Costs paid by or on behalf of the Borrower prior to such disbursement of WIFIA Loan proceeds, whether paid from funds of the Borrower or proceeds of System Debt issued by the Borrower, including for the purpose of paying or redeeming such System Debt, the Borrower shall deliver appropriate documentation, including invoices and records, evidencing such incurred or paid Eligible Project Costs (the "**Eligible Project Costs Documentation**"). The Eligible Project Costs Documentation must provide sufficient detail to enable the WIFIA Lender to verify that such costs are Eligible Project Costs paid by the Borrower, in connection with the reimbursement of such Eligible Project Costs or for the purpose of paying or redeeming, in whole or part, the portion of any such short-term interim financing in respect of which the proceeds were used to pay such documented Eligible Project Costs. The WIFIA Lender shall review the Eligible Project Costs Documentation for compliance with WIFIA disbursement requirements, and any amounts approved by the WIFIA Lender as Eligible Project Costs will be disbursed at such time as the Borrower submits a Requisition in respect of such approved amounts.

A Certificate of the Borrower evidencing the Borrower's compliance with Section 15(a)(iii) (*Negative Covenants – Indebtedness – Additional Parity Debt*) and an opinion of Bond Counsel in connection with the Parity Debt incurred by the requested disbursement should be submitted with the Requisition.

The WIFIA Lender agrees to promptly send to the Borrower in accordance with Section 31 (*Notices*) of the WIFIA Loan Agreement, an acknowledgement of receipt of each Requisition in the form attached as **Appendix Two** (*[Approval/Disapproval] of the WIFIA Lender*) to this

**Exhibit D** setting forth the date of receipt by the WIFIA Lender of such Requisition and setting forth the Business Day on which disbursement will be made absent denial by the WIFIA Lender. All disbursement requests must be received by the WIFIA Lender at or before 5:00 P.M. (EST) on the first (1<sup>st</sup>) Business Day of a calendar month in order to obtain disbursement by the fifteenth (15<sup>th</sup>) day of such calendar month or, if either such day is not a Business Day, the next succeeding Business Day. If a Requisition is approved by the WIFIA Lender, the WIFIA Lender will notify the Borrower of such approval and of the amount so approved.

Section 2. Rejection. A Requisition may be rejected in whole or in part by the WIFIA Lender if it is: (a) submitted without signature; (b) submitted under signature of a Person other than a Borrower's Authorized Representative; (c) submitted after prior disbursement of all proceeds of the WIFIA Loan; (d) submitted without adequate Eligible Project Costs Documentation, including (i) copies of invoices and records evidencing the Eligible Project Costs, (ii) a summary of the progress of construction of the Project and a general description of the work done for which the funds being requisitioned are being applied (or a certification that no change has occurred since the date of the latest quarterly report provided pursuant to Section 16(d) (*Reporting Requirements – Construction Reporting*), and (iii) a copy of the most recent update to the Borrower's risk register, if requested by the WIFIA Lender.

The WIFIA Lender will notify the Borrower of any Requisition so rejected, and the reasons therefor. Any Requisition rejected for the reasons specified above (other than Section 2(c)) must be resubmitted in proper form in order to be considered for approval. If a Requisition exceeds the balance of the WIFIA Loan proceeds remaining to be disbursed, the request will be treated as if submitted in the amount of the balance so remaining, and the WIFIA Lender will so notify the Borrower.

Section 3. Correction. A Requisition containing an apparent mathematical error will be corrected by the WIFIA Lender, after telephonic or email notification to the Borrower, and will thereafter be treated as if submitted in the corrected amount.

Section 4. Withholding. The WIFIA Lender shall be entitled to withhold approval (in whole or in part) of any pending or subsequent requests for the disbursement of WIFIA Loan proceeds if: (a) a Default or an Event of Default shall have occurred and be continuing; (b) the Borrower (i) knowingly takes any action, or omits to take any action, amounting to fraud or violation of any applicable law, in connection with the transactions contemplated hereby; (ii) prevents or materially impairs the ability of the WIFIA Lender to monitor compliance by the Borrower with applicable law pertaining to the Project or with the terms and conditions of the WIFIA Loan Agreement; (iii) fails to observe or comply with any applicable law, or any term or condition of the WIFIA Loan Agreement; (iv) fails to satisfy the conditions set forth in Section 4 (*Disbursement Conditions*) and Section 11(b) (*Conditions Precedent – Conditions Precedent to Disbursements*) of the WIFIA Loan Agreement; or (v) fails to deliver Eligible Project Costs Documentation satisfactory to the WIFIA Lender at the times and in the manner specified by the WIFIA Loan Agreement; provided, that in such case of Section 4(v), the WIFIA Lender may, in its sole discretion, partially approve a disbursement request in respect of any amounts for which adequate Eligible Project Costs has been provided and may, in its sole discretion, disburse in respect of such properly documented amounts.

**APPENDIX ONE TO EXHIBIT D**  
**FORM OF REQUISITION**

United States Environmental Protection Agency<sup>12</sup>  
1200 Pennsylvania Avenue NW  
WJC-W 6201A  
Washington, D.C. 20460  
Attention: WIFIA Director

Re: Sunnyvale Cleanwater Program Phase 2 (WIFIA — N[\_\_\_\_\_]CA)

Ladies and Gentlemen:

Pursuant to Section 4 (*Disbursement Conditions*) of the WIFIA Loan Agreement, dated as of [\_\_\_\_], 2020 (the “**WIFIA Loan Agreement**”), by and between the CITY OF SUNNYVALE (the “**Borrower**”) and the UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, acting by and through the Administrator (the “**WIFIA Lender**”), the Borrower hereby requests disbursement in the amount set forth below in respect of Eligible Project Costs paid or incurred by the Borrower. Capitalized terms used but not defined herein have the meaning set forth in the WIFIA Loan Agreement.

In connection with this Requisition the undersigned, as the Borrower’s Authorized Representative, hereby represents and certifies the following:

1.	<b>Project name</b>	Sunnyvale Cleanwater Program Phase 2
2.	<b>Borrower name</b>	City of Sunnyvale
3.	<b>WIFIA reference number</b>	N[_____]CA
4.	<b>Requisition number</b>	[ ]
5.	<b>Requested disbursement amount</b>	[\$ ]
6.	<b>Requested disbursement date</b>	[ ]

<sup>12</sup> If there is a Servicer for the WIFIA Loan, provide a copy to the Servicer as well and include its notice details here.

	<b>(the “Disbursement Date”)</b>	
7.	<b>Total amounts previously disbursed under the WIFIA Loan Agreement</b>	\$[ ]
8.	<b>Wire instructions</b>	[ ]

9. The amounts hereby requisitioned have been paid or incurred and approved for payment by or on behalf of the Borrower for Eligible Project Costs and have not been paid for or reimbursed by any previous disbursement from WIFIA Loan proceeds. No portion of the amounts requisitioned will be applied to pay for Eligible Project Costs that have been previously paid, or are expected to be paid, with proceeds of debt of the Borrower that is not the WIFIA Loan (“**Other Debt**”)[.][, except as set forth below:

Source of Other Debt	Amount of Other Debt
[ ]	\$[ ]
<b>Total Amount of Other Debt</b>	\$[ ]

The portion of the amount requisitioned equal to the total amount of the Other Debt set forth above will be promptly applied by the Borrower to either (i) discharge a like principal amount of such Other Debt or (ii) reimburse the applicable fund or account from which the proceeds of such Other Debt were spent.]<sup>13</sup>

10. The aggregate amount of all disbursements of the WIFIA Loan (including the amount requested under this Requisition but excluding any interest that is capitalized in accordance with the WIFIA Loan Agreement) does not exceed (a) the amount of the WIFIA Loan, (b) the amount of Eligible Project Costs paid or incurred by the Borrower, and (c) the cumulative disbursements through the end of the current Federal Fiscal Year as set forth in the Anticipated WIFIA Loan Disbursement Schedule.
11. The Borrower has sufficient available funds committed to the Project, which together with funds that remain available and not yet drawn under the WIFIA Loan, will be sufficient to pay the reasonably anticipated remaining Total Project Costs.

<sup>13</sup> This paragraph should be included when the Eligible Project Costs for which the proceeds of the requisition are to be applied were previously funded with bond anticipation notes or other short-term interim financing by the Borrower on a temporary basis with the intent of redeeming the bond anticipation notes or other obligations with proceeds of the WIFIA Loan as permanent financing, or reimbursing the applicable funds of the other obligations such that they become available for payment of other Project costs.

12. The total federal assistance provided to the Project, including the maximum principal amount of the WIFIA Loan (excluding any interest that is capitalized in accordance with the terms hereof), does not exceed eighty percent (80%) of Total Project Costs.
13. The Borrower has all Governmental Approvals necessary as of the date hereof and as of the Disbursement Date (immediately after giving effect to the above-requested disbursement of WIFIA Loan proceeds), for the development, construction, operation and maintenance of the Project and each such Governmental Approval has been issued and is in full force and effect (and is not subject to any notice of violation, breach or revocation).
14. Each of the insurance policies obtained by the Borrower in satisfaction of Section 11(a)(xi) (*Conditions Precedent – Conditions Precedent to Effectiveness*) of the WIFIA Loan Agreement is in full force and effect, and no notice of termination thereof has been issued by the applicable insurance provider.
15. As of the date hereof and on the Disbursement Date (immediately after giving effect to the above-requested disbursement of WIFIA Loan proceeds), (i) no Default or Event of Default and (ii) no event of default under any other Related Document and no event that, with the giving of notice or the passage of time or both, would constitute an event of default under any Related Document, in each case, has occurred and is continuing. No Material Adverse Effect, or any event or condition that could reasonably be expected to have a Material Adverse Effect, has occurred or arisen since [October 10, 2019].
16. The Borrower, and each of its contractors and subcontractors at all tiers with respect to the Project, has complied with all applicable laws, rules, regulations and requirements, including without limitation 40 U.S.C. §§3141-3144, 3146, and 3147 (relating to Davis-Bacon Act requirements) (and regulations relating thereto) and 33 U.S.C. §3914 (relating to American iron and steel products). Supporting documentation, such as certified payroll records and certifications for all iron and steel products used for the Project, are being maintained and are available for review upon request by the WIFIA Lender.
17. The representations and warranties of the Borrower set forth in the WIFIA Loan Agreement and in each other Related Document are true and correct as of the date hereof and as of the Disbursement Date, except to the extent such representations and warranties expressly relate to an earlier date (in which case, such representations and warranties shall be true and correct as of such earlier date).
18. Each Principal Project Contract that has been delivered by the Borrower to the WIFIA Lender pursuant to Section 11(b) (*Conditions Precedent – Conditions Precedent to Disbursements*) is complete, fully executed and in full force and effect.

19. The current estimated percentage of physical completion of the Project is [ ]%. The Borrower is in compliance with Section 16(d) (*Reporting Requirements – Construction Reporting*) and no change has occurred since the date of the most recently delivered quarterly construction progress report that could reasonably be expected to cause a Material Adverse Effect.<sup>14</sup>
20. All documentation evidencing the Eligible Project Costs to be reimbursed to the Borrower [or to be used to pay Eligible Project Costs previously paid from proceeds of Other Debt] by the above-requested disbursement has been delivered by the Borrower to the WIFIA Lender at the times and in the manner specified by the WIFIA Loan Agreement, including the details set forth [in the attachment hereto, which is in form satisfactory to the WIFIA Lender][below:

Vendor or Contractor Name <sup>15</sup>	Invoice Number <sup>16</sup>	Invoice Date	Payment Date	Invoice Amount	WIFIA Requested Amount <sup>17</sup>	Activity Type <sup>18</sup>	Description of Activity <sup>19</sup>	WIFIA USE ONLY	
								Approved Amount	Notes

The undersigned acknowledges that if the Borrower makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Government in connection with the Project, the Government reserves the right to impose on the Borrower the penalties of 18 U.S.C. § 1001, to the extent the Government deems appropriate.

Date: \_\_\_\_\_

CITY OF SUNNYVALE ,

<sup>14</sup> The most recent quarterly progress report should set out a summary of the progress of construction of the Project, as well as a general description of the work done for which the funds being requisitioned are being applied and a summary of any material changes/risks. If not, PM should request additional information (including a risk register, if applicable).

<sup>15</sup> If seeking reimbursement for internal costs, enter “Internally financed activities.”

<sup>16</sup> Vendor’s number indicated on the invoice sent to the Borrower.

<sup>17</sup> If the amount requested for reimbursement by the WIFIA Lender is less than the total amount of the invoice, include an explanation for the difference.

<sup>18</sup> Specify whether activity is: (a) **Development phase activity**, which includes planning, preliminary engineering, design, environmental review, revenue forecasting and other pre-construction activities; (b) **Construction**, which includes construction, reconstruction, rehabilitation and replacement activities; (c) **Acquisition of real property**, which includes acquiring an interest in real property, environmental mitigation, construction contingencies and acquisition of equipment; (d) **Carrying costs**, including capitalized interest, as necessary to meet market requirements, reasonably required reserve funds, capital issuance expenses and other carrying costs during construction; (e) **WIFIA fees**, including for application and credit processing; or (f) **Other**, with an explanation in the “Description of Activity” column.

<sup>19</sup> Provide a brief description of the activities included in the invoice for which WIFIA funds are being requested and any other notes that will aid in the review of the disbursement request.

By its authorized representative

By: \_\_\_\_\_

Name:

Title: \_\_\_\_\_

**APPENDIX TWO TO EXHIBIT D**

**[APPROVAL/DISAPPROVAL] OF THE WIFIA LENDER  
(To be delivered to the Borrower)**

Requisition Number [\_\_\_\_\_] is [approved in the amount of \$[\_\_\_\_\_] [approved in part in the amount of \$[\_\_\_\_\_] [not approved, for the reasons set forth in Annex A attached hereto,]<sup>20</sup> by the WIFIA Lender (as defined herein) pursuant to Section 4 (*Disbursement Conditions*) of the WIFIA Loan Agreement, dated as of [\_\_\_\_\_] , 2020, by and between the City of Sunnyvale (the “**Borrower**”) and the United States Environmental Protection Agency, acting by and through the Administrator (the “**WIFIA Lender**”).

Any determination, action or failure to act by the WIFIA Lender with respect to the Requisition set forth above, including any withholding of a disbursement, shall be at the WIFIA Lender’s sole discretion, and in no event shall the WIFIA Lender be responsible for or liable to the Borrower for any and/or all consequence(s) which are the result thereof.

**UNITED STATES ENVIRONMENTAL  
PROTECTION AGENCY**, acting by and  
through the Administrator

By: \_\_\_\_\_  
WIFIA Lender’s Authorized Representative  
Name:  
Title:  
Dated:

<sup>20</sup>If there is any partial or full denial of approval, the WIFIA Lender should provide a separate attachment setting forth the reasons for such partial or full denial of approval.



**EXHIBIT E**

**FORM OF NON-LOBBYING CERTIFICATE**

The undersigned, on behalf of the CITY OF SUNNYVALE, hereby certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Borrower, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of the WIFIA Loan.

(b) If any funds other than proceeds of the WIFIA Loan have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the WIFIA Loan, the Borrower shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The Borrower shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when the WIFIA Lender entered into this Agreement. Submission of this certification is a prerequisite to the effectiveness of this Agreement imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

CITY OF SUNNYVALE,  
by its authorized representative

By: \_\_\_\_\_  
Name:  
Title:

**EXHIBIT F**  
**WIFIA DEBT SERVICE<sup>21</sup>**

<sup>21</sup> WIFIA Underwriting to work with Borrower to provide an initial amortization schedule. This will need to be finalized on the day of closing to account for the final interest rate.

## EXHIBIT G-1

### OPINIONS REQUIRED FROM COUNSEL TO BORROWER

An opinion of the counsel of the Borrower, dated as of the Effective Date, to the effect that:

(a) The Borrower is duly formed, validly existing, and in good standing under the laws of the State of California.

(b) The Borrower has all requisite power and authority to conduct its business and to execute and deliver, and to perform its obligations under the WIFIA Loan Agreement and the Principal Project Contracts and to issue the WIFIA Bond.

(c) The WIFIA Resolution was duly and validly adopted by the Borrower and is in full force and effect; the WIFIA Resolution and all other proceedings pertinent to the execution and delivery by the Borrower of, and the performance of its respective obligations under, the WIFIA Loan Agreement and the Principal Project Contracts, and the issuance by the Borrower of, and the performance of its respective obligations under, the WIFIA Bond, have been duly and validly adopted or undertaken in compliance with all applicable procedural requirements of the Borrower and in compliance with the Constitution and the laws of the State (including the charter of the Borrower as amended to the date hereof (the “**Charter**”)).

(d) The Borrower has duly executed and delivered the WIFIA Loan Agreement and each Principal Project Contract, and the WIFIA Loan Agreement and each Principal Project Contract constitutes the legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with their respective terms.

(e) The Borrower has duly issued the WIFIA Bond and the WIFIA Bond constitutes the legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms.

(e) No authorization, consent, or other approval of, or registration, declaration or other filing with any governmental authority of the United States of America or of the State is required on the part of the Borrower for the execution and delivery by the Borrower of, and the performance of the Borrower under, the WIFIA Loan Agreement or any Principal Project Contract, or for the issuance of, and the performance of the Borrower under, the WIFIA Bond, other than authorizations, consents, approvals, registrations, declarations and filings that have already been timely obtained or made by the Borrower.

(f) The execution and delivery by the Borrower of, and compliance with the provisions of, the WIFIA Loan Agreement and the Principal Project Contracts, and the issuance by the Borrower of, and compliance with the provisions of, the WIFIA Bond, in each case do not (i) violate the Organizational Documents of the Borrower or the WIFIA Resolution, (ii) violate the law of the United States of America or of the State or (iii) conflict with or constitute a breach of or default under any material agreement or other instrument known to such counsel to which the Borrower is a party, or to the best of such counsel’s knowledge, after reasonable review, any court order, consent decree, statute, rule, regulation or any other law to which the Borrower is subject.

(g) The Borrower is not an investment company required to register under the Investment Company Act of 1940, as amended.

(h) To our knowledge after due inquiry, there are no actions, suits, proceedings or investigations against the Borrower by or before any court, arbitrator or any other Governmental Authority in connection with the WIFIA Loan Agreement, the Principal Project Contracts, the WIFIA Bond or the Project that are pending; and

(i) The Borrower is not entitled to claim governmental immunity in any breach of contract action under the WIFIA Loan Agreement or the WIFIA Bond.

## EXHIBIT G-2

### OPINIONS REQUIRED FROM BOND COUNSEL

An opinion of bond counsel, dated as of the Effective Date, to the effect that:

(a) The Borrower has been duly created and validly exists as a municipal corporation and charter city under and pursuant to the laws of the State (including the charter of the Borrower as amended to the date hereof (the “**Charter**”)), with good right and power to enter into the WIFIA Loan Agreement and to issue the WIFIA Bond and to perform the agreements on its part contained therein.

(b) The Borrower has the right and power under the laws of the State, including the Charter, and the provisions of Chapter 3.70 (commencing with Section 3.70.010) of the Sunnyvale Municipal Code, enacted pursuant to the Charter and Ordinance No. 2917-10, adopted April 6, 2010 (collectively, the “**Bond Law**”) to enter into the WIFIA Loan Agreement and to issue the WIFIA Bond; the WIFIA Loan Agreement has been duly authorized, executed and delivered by the Borrower, is in full force and effect, and constitutes a legal, valid and binding agreement of the Borrower enforceable against the Borrower in accordance with its terms and conditions; the WIFIA Bond has been duly authorized, executed and delivered by the Borrower, is in full force and effect, and constitutes a legal, valid and binding special obligation of the Borrower enforceable against the Borrower in accordance with its terms and conditions and payable solely from the sources provided therefor in the WIFIA Loan Agreement.

(c) The obligations of the Borrower under the WIFIA Loan Agreement and the WIFIA Bond are (i) secured by a valid lien on the Pledged Collateral on a parity with other Parity Debt, (ii) Parity Debt, (iii) enforceable under the laws of the State without any further action by the Borrower or any other Person, and (iv) rank *pari passu* in right of payment and right of security with all Parity Debt and are senior in right of payment and right of security to all Subordinated Debt.

(d) Pursuant to the Bond Law, the WIFIA Loan Documents create the valid and binding assignment and pledge of and lien on the Pledged Collateral to secure the payment of the principal of, interest on, and other amounts payable in respect of, the WIFIA Loan pursuant to the WIFIA Loan Agreement and the WIFIA Bond on a parity with other Parity Debt, irrespective of whether any party has notice of the pledge and without the need for any physical delivery, recordation, filing or further act.

## EXHIBIT H

### FORM OF CLOSING CERTIFICATE

Reference is made to that certain WIFIA Loan Agreement, dated as of [\_\_\_\_\_], 2020 (the “WIFIA Loan Agreement”), by and among the City of Sunnyvale (the “Borrower”) and the United States Environmental Protection Agency, acting by and through the Administrator (the “WIFIA Lender”). Capitalized terms used in this certificate and not defined shall have the respective meanings ascribed to such terms in the WIFIA Loan Agreement.

In connection with Section 11(a) (*Conditions Precedent – Conditions Precedent to Effectiveness*) of the WIFIA Loan Agreement, the undersigned, [\_\_\_\_\_], as Borrower’s Authorized Representative, does hereby certify on behalf of the Borrower and not in his/her personal capacity, as of the date hereof:

- (a) pursuant to Section 11(a)(viii), the Borrower has delivered to the WIFIA Lender an incumbency certificate that lists all persons, together with their positions and specimen signatures, who are duly authorized by the Borrower to execute the Related Documents to which the Borrower is or will be a party, and who have been appointed as a Borrower’s Authorized Representative in accordance with Section 21 (*Borrower’s Authorized Representative*) of the WIFIA Loan Agreement, a true, correct and complete copy of which is included in the closing transcripts for the WIFIA Loan;
- (b) pursuant to Section 11(a)(ii), the Borrower has delivered to the WIFIA Lender copies of the WIFIA Resolution and the Ordinance, true, correct and complete copies of which are included in the closing transcripts for the WIFIA Loan, and each such document is complete, fully executed, and in full force and effect, and all conditions contained in such documents that are necessary to the closing of the WIFIA transactions contemplated hereby have been fulfilled;
- (c) pursuant to Section 11(a)(iii), the Borrower has delivered to the WIFIA Lender copies of each Existing Principal Project Contract, together with any amendments, waivers or modifications thereto, and each such document is complete, fully executed, and in full force and effect;
- (d) pursuant to Section 11(a)(iv), the Borrower has delivered to the WIFIA Lender a copy of Chapter 3.70 (commencing with Section 3.70.010) of the Sunnyvale Municipal Code, as in effect on the Effective Date, a true, correct and complete copy of which is included in the closing transcripts for the WIFIA Loan; the Borrower’s Organizational Documents (including Chapter 3.70 (commencing with Section 3.70.010) of the Sunnyvale Municipal Code), as in effect on the Effective Date, are in full force and effect; the Borrower has also delivered to the WIFIA Lender a copy of Resolution No. [\_\_\_\_\_], adopted by the City Council of the Borrower on [\_\_\_\_\_], 2020, authorizing the execution and delivery of the WIFIA Loan Agreement, the WIFIA Bond, and certain related actions by the Borrower in connection with the issuance of the WIFIA Loan (the “WIFIA

Resolution”), a true, correct and complete copy of which is included in the closing transcripts for the WIFIA Loan, which WIFIA Resolution has been duly adopted by the City Council of the Borrower and is in full force and effect; and other than the WIFIA Resolution, there are no additional instruments or documents necessary for the Borrower to execute and deliver, or to perform its obligations under, the WIFIA Loan Documents to which it is a party and to consummate and implement the transactions contemplated by the WIFIA Loan Documents;

- (e) pursuant to Section 11(a)(viii)(1), the aggregate of all funds committed to the development and construction of the Project as set forth in the Base Case Financial Model and in the Project Budget are sufficient to carry out the Project, pay all Total Project Costs anticipated for the Project and achieve Substantial Completion by the Projected Substantial Completion Date;
- (f) pursuant to Section 11(a)(viii)(2), the Borrower has obtained all Governmental Approvals necessary (i) as of the Effective Date in connection with the Project and (ii) to execute and deliver, and perform its obligations under the WIFIA Loan Documents, and each such Governmental Approval is final, non-appealable and in full force and effect (and is not subject to any notice of violation, breach or revocation);
- (g) pursuant to Section 11(a)(viii)(3), (i) the maximum principal amount of the WIFIA Loan (excluding any interest that is capitalized in accordance with the terms hereof), together with the amount of any other credit assistance provided under the Act to the Borrower, does not exceed forty-nine percent (49%) of reasonably anticipated Eligible Project Costs and (ii) the total federal assistance provided to the Project, including the maximum principal amount of the WIFIA Loan (excluding any interest that is capitalized in accordance with the terms hereof), does not exceed eighty percent (80%) of Total Project Costs;
- (h) pursuant to Section 11(a)(viii)(4), the Borrower is in compliance with NEPA and any applicable federal, state or local environmental review and approval requirements with respect to the Project, and, if requested by the WIFIA Lender, has provided evidence satisfactory to the WIFIA Lender of such compliance;
- (i) pursuant to Section 11(a)(viii)(5), the Borrower has developed, and identified adequate revenues to implement, a plan for operating, maintaining and repairing the Project during its useful life;
- (j) pursuant to Section 11(a)(viii)(6), (i) the Borrower’s Federal Employer Identification Number is [\_\_\_\_], and the Borrower has delivered to the WIFIA Lender evidence of such Federal Employer Identification Number, a true, correct and complete copy of which is included in the closing transcripts for the WIFIA Loan, (ii) the Borrower’s Data Universal Numbering System number is [\_\_\_\_], and the Borrower has delivered to the WIFIA Lender evidence of such Data Universal Numbering System number, a true, correct and complete copy of which is included in the closing transcripts for the WIFIA Loan, and (iii) the Borrower has registered

with, and obtained confirmation of active registration status from, the federal System for Award Management (www.SAM.gov), and the Borrower has delivered to the WIFIA Lender evidence of such confirmation of active registration status, a true, correct and complete copy of which is included in the closing transcripts for the WIFIA Loan;

- (k) pursuant to Section 11(a)(viii)(7), the CUSIP number for the WIFIA Loan is [\_\_\_\_], and the Borrower has delivered to the WIFIA Lender evidence of such CUSIP number, a true, correct and complete copy of which is included in the closing transcripts for the WIFIA Loan;
- (l) pursuant to Section 11(a)(viii)(8), the representations and warranties of the Borrower set forth in the WIFIA Loan Agreement and in each other Related Document to which the Borrower is a party are true and correct on and as of the date hereof, except to the extent that such representations and warranties expressly relate to an earlier date, in which case such representations and warranties were true and correct as of such earlier date;
- (m) pursuant to Section 11(a)(viii)(9), no Material Adverse Effect, or any event or condition that could reasonably be expected to have a Material Adverse Effect, has occurred or arisen since [October 10, 2019];
- (n) pursuant to Section 11(a)(ix), none of the rating letters delivered to the WIFIA Lender pursuant to such Section 11(a)(ix) has been reduced, withdrawn or suspended as of the Effective Date;
- (o) pursuant to Section 11(a)(x), the Borrower has delivered to the WIFIA Lender the Base Case Financial Model, a true, correct and complete copy of which is included in the closing transcripts for the WIFIA Loan, which (i) demonstrates that projected Gross Revenues are sufficient to meet the Loan Amortization Schedule, (ii) demonstrates compliance with the Rate Covenant for each Borrower Fiscal Year through the Final Maturity Date, (iii) reflects principal amortization and interest payment schedules acceptable to the WIFIA Lender, (iv) demonstrates that the Borrower has developed, and identified adequate revenues to implement, a plan for operating, maintaining and repairing the Project over its useful life and (v) otherwise meets the requirements of such Section 11(a)(x); [and]
- (p) pursuant to Section 11(a)(xi), the Borrower has delivered to the WIFIA Lender [certificates of insurance][a certificate of the Borrower's risk management department pertaining to the Borrower's self-insurance program], true, correct and complete copies of which are included in the closing transcripts for the WIFIA Loan, and such [certificates of insurance are]/[insurance certificate is] true and correct and demonstrates compliance with the requirements of Section 14(f) (*Affirmative Covenants – Insurance*) of the WIFIA Loan Agreement[; and][.].
- (q) [*any other attachments and provisions, as may apply to the specific WIFIA Loan Agreement*].



IN WITNESS WHEREOF, the undersigned has executed this certificate as of the date first mentioned above.

CITY OF SUNNYVALE,  
by its authorized representative

By: \_\_\_\_\_  
Name:  
Title:

**FORM OF INCUMBENCY CERTIFICATE**

The undersigned certifies that he/she is the [Secretary] of the City of Sunnyvale, a municipal corporation and charter city organized and existing under the laws of the State of California, (the “Borrower”), and as such he/she is authorized to execute this certificate and further certifies that the following persons have been elected or appointed, are qualified, and are now acting as officers or authorized persons of the Borrower in the capacity or capacities indicated below, and that the signatures set forth opposite their respective names are their true and genuine signatures. He/She further certifies that any of the officers listed below is authorized to sign agreements and give written instructions with regard to any matters pertaining to the WIFIA Loan Documents as the Borrower’s Authorized Representative (each as defined in that certain WIFIA Loan Agreement, dated as of the date hereof, between the Borrower and the United States Environmental Protection Agency, acting by and through the Administrator):

<u>Name</u>	<u>Title</u>	<u>Signature</u>
[_____]	[_____]	_____
[_____]	[_____]	_____
[_____]	[_____]	_____
[_____]	[_____]	_____
[_____]	[_____]	_____

IN WITNESS WHEREOF, the undersigned has executed this certificate as of this \_\_\_\_\_ day of [\_\_\_\_], 2020.

CITY OF SUNNYVALE,  
by its authorized representative

By: \_\_\_\_\_  
Name:  
Title:

## EXHIBIT I

### FORM OF CERTIFICATE OF SUBSTANTIAL COMPLETION

*[Letterhead of Borrower]*

*[Date]*

WIFIA Program Office  
*[Insert Proper Address]*  
Attention: Administrator

**Project:** Sunnyvale Cleanwater Program Phase 2 (WIFIA — N[\_\_\_\_\_]CA)

Dear Director:

This Notice is provided pursuant to Section 16(a)(i)(A) (*Affirmative Covenants – Notice – Substantial Completion*) of that certain WIFIA Loan Agreement (the “WIFIA Loan Agreement”), dated as of [\_\_\_\_], 2020, by and between the City of Sunnyvale (the “**Borrower**”) and the United States Environmental Protection Agency, acting by and through its Administrator (the “**WIFIA Lender**”).

Unless otherwise defined herein, all capitalized terms in this Notice have the meanings assigned to those terms in the WIFIA Loan Agreement.

I, the undersigned, in my capacity as the Borrower’s Authorized Representative and not in my individual capacity, do hereby certify to the WIFIA Lender that:

- (a) on *[insert date Substantial Completion requirements were satisfied]*, the Project satisfied each of the requirements for Substantial Completion set forth in the *[Insert reference to the concession agreement, design-build or similar agreement for the Project]*;
- (b) Substantial Completion has been declared under each of the above-referenced agreements and copies of the notices of Substantial Completion under such agreements are attached to this certification; and
- (c) Substantial Completion, as defined in the WIFIA Loan Agreement, has been achieved.

CITY OF SUNNYVALE,  
by its authorized representative

By: \_\_\_\_\_  
Name:  
Title:

**EXHIBIT J**  
**FORM OF QUARTERLY REPORT**

United States Environmental Protection Agency  
WIFIA Director  
WJC-W 6201A  
1200 Pennsylvania Avenue NW  
Washington, DC 20460  
WIFIA\_Portfolio@epa.gov

Re: Sunnyvale Cleanwater Program Phase 2 (WIFIA — N[\_\_\_\_\_]CA)

This Quarterly Report for the period of [\_\_\_\_\_] is provided pursuant to Section 16(d) (*Reporting Requirements – Construction Reporting*) of the WIFIA Loan Agreement, dated as of [\_\_\_\_\_] 2020 (the “**WIFIA Loan Agreement**”), by and between the City of Sunnyvale (“**the Borrower**”) and the United States Environmental Protection Agency, acting by and through the Administrator of the Environmental Protection Agency (the “**WIFIA Lender**”). Unless otherwise defined herein, all capitalized terms in this Quarterly Report have the meanings assigned to those terms in the WIFIA Loan Agreement.

**(i) Amount Expended**

Principal Project Contract (PPC)	Original Contract Amount	Change Orders to Date	Total Estimated Costs	Estimated Costs to Complete	Costs Earned or Paid Through Previous Reporting period	Current Reporting Period Costs Earned or Paid	Total Costs Earned or Paid to date	% Costs Earned or Paid to Date
<b>TOTAL</b>								

**(ii) Construction Progress, Governmental Approvals, Updated Schedule**

**Assessment of overall construction progress:**

**Notice of receipt of relevant Governmental Approvals since the Effective Date and since the prior Quarterly Report:**

**Assessment of construction progress compared to Construction Schedule provided in the prior Quarterly Report:**

Principal Project Contract (PPC)	NTP Effective Date	Original Time for Completion (days)	Original Contract Completion (date)	Time Added to Date (days)	Current Contract Completion (date)	Days Elapsed	% Contract Duration

**(iii) Substantial Completion Date**

**Current projection for the Substantial Completion Date:** \_\_\_\_\_

If the current projection for the substantial completion date is later than previously reported in the prior Quarterly Report, provide a description in reasonable detail for such projected delay:

**(iv) Material Problems (if any)**

Detailed description of all material problems (including actual and anticipated cost and/or schedule overruns, if any), encountered or anticipated in connection with the construction of the Project during the preceding quarter, together with an assessment of how such problems may impact the Construction Schedule and the meeting of critical dates thereunder and a detailed description of the proposed solutions to any such problems:

**(v) Proposed or pending change orders that exceed the threshold set out in Section 16(f) (*Modifications to Total Project Costs*) or could reasonably be expected to result in a Material Adverse Effect**

**(vi) Other matters related to the Project**

Date: \_\_\_\_\_

**CITY OF SUNNYVALE,**  
by its authorized representative

By: \_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT K

### FORM OF PUBLIC BENEFITS REPORT

Pursuant to [Section 11(a)(xii)] [and] [Section 16(e)] of the WIFIA Loan Agreement, the City of Sunnyvale (the “**Borrower**”) is providing this Public Benefits Report in connection with the Sunnyvale Cleanwater Program Phase 2 (WIFIA — N[\_\_\_\_\_]CA):

**(i) The estimated interest savings the Borrower is realizing through the use of the WIFIA Loan compared to comparable market rate financing:**

The estimated interest savings from use of the WIFIA Loan compared to a comparable market rate financing is \$[\_\_\_\_\_] million on a gross savings basis and \$[\_\_\_\_\_] million on a present value basis.

**(ii) With respect to the report delivered [prior to the Effective Date][within ninety (90) days following the Substantial Completion Date][within ninety (90) following the fifth anniversary of the Substantial Completion Date], the number of jobs projected to be created by the Project during the period between the Effective Date and the Substantial Completion Date:**

The Borrower projects [\_\_\_\_\_] jobs to be created by the Project during the period between [[(1)] the Effective Date and the Substantial Completion Date]<sup>22</sup> [and] [[(2)] the Substantial Completion Date and the fifth anniversary of the Substantial Completion Date]<sup>23</sup>.

**(iii) Whether the Project will assist the Borrower in complying with applicable regulatory requirements, and if so, a narrative description describing such enhancements:**

[\_\_\_\_].

**(iv) The amount by which the Project will [assist the Borrower (measured by percent annually) in reducing levels of Nitrogen, Phosphorus, biochemical oxygen demand (BOD) and total suspended solids (TSS)][increase the volume of potable water produced (measured in MGD annually)][increase the volume of water recycled, recharged or redirected (measured in MGD annually)][increase Class [A][B] biosolids (measured in tons annually)]<sup>24</sup>:**

[\_\_\_\_].

<sup>22</sup> Include for both the reports delivered (i) prior to the Effective Date and (ii) 90 days following the Substantial Completion Date.

<sup>23</sup> Include for both the reports delivered (i) prior to the Effective Date and (ii) 90 days following the fifth anniversary of the Substantial Completion Date.

<sup>24</sup> Include one of the bracketed items as applicable.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

[Closing Date]

City of Sunnyvale  
456 W. Olive Avenue  
Sunnyvale, CA 94086

RE: WIFIA Term Sheet for the City of Sunnyvale Cleanwater Program Phase 2 (WIFIA  
Project No. [\_\_\_\_])

Ladies and Gentlemen:

This WIFIA Term Sheet (this “**Term Sheet**”) constitutes (a) the approval of the United States Environmental Protection Agency, acting by and through the Administrator of the Environmental Protection Agency (hereinafter, the “**USEPA**”), of the application for credit assistance of the Borrower (as defined below) dated [October 10, 2019] (the “**Application**”) and (b) the agreement of USEPA to provide financing for the above-referenced project (as further described below, the “**Project**”) in the form of a secured loan (the “**WIFIA Loan**”), pursuant to the Water Infrastructure Finance and Innovation Act (“**WIFIA**”), § 5021 *et seq.* of Public Law 113-121 (as amended by Public Law 114-94, Public Law 114-322 and Public Law 115-270) (the “**Act**”), codified as 33 U.S.C. §§ 3901-3914, subject in all respects to (i) the terms and conditions contained herein and (ii) the execution and delivery of the WIFIA loan agreement to be entered into on or after the date hereof (the “**WIFIA Loan Agreement**”) and the terms and conditions contained therein. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the WIFIA Loan Agreement.

USEPA’s agreement to provide WIFIA credit assistance to the Project is based upon the Application and the supplemental information and documents, including the base case financial model, provided to USEPA. This Term Sheet is an agreement of USEPA only to the terms specified herein, which may be modified or supplemented by USEPA in its discretion at any time and from time to time during the course of its due diligence and credit approval process.

By executing this Term Sheet, the Borrower confirms its agreement to reimburse USEPA for any and all fees and expenses that USEPA incurs for legal counsel, financial advice, and other consultants in connection with the evaluation of the Project and the negotiation and preparation of the WIFIA Loan Agreement and related documents, whether or not such agreement is ultimately executed.

This Term Sheet shall be governed by the federal laws of the United States of America if and to the extent such federal laws are applicable, and the internal laws of the State of California, if and to the extent such federal laws are not applicable.



INDICATIVE TERMS OF THE WIFIA LOAN

WIFIA LENDER	United States Environmental Protection Agency, an agency of the United States of America, acting by and through the Administrator of the Environmental Protection Agency (the “ <b>WIFIA Lender</b> ”).
BORROWER	The City of Sunnyvale, a municipal corporation and charter city organized and existing under the laws of the State of California (the “ <b>Borrower</b> ”).
PROJECT	<p>The Sunnyvale Cleanwater Program Phase 2, consisting of the rehabilitation of the City of Sunnyvale Water Pollution Control Plant’s existing secondary and tertiary treatment facilities, construction of new secondary treatment and solids handling facilities, and reconstruction of support facilities necessary to operate the plant, located in Sunnyvale, California (the “<b>Project</b>”).</p> <p>The Project will be part of the existing wastewater system of the Borrower, comprising all facilities for the collection, treatment, disposal or reuse of wastewater, including sewage treatment plants, intercepting and collecting sewers, outfall sewers, force mains, pumping stations, ejector stations, oxidation ponds, pipes, valves, machinery and all other appurtenances necessary, useful or convenient for the collection, treatment, purification, reclamation or disposal of sewage, together with any necessary lands, rights, entitlements and other property useful in connection therewith, and all extensions thereof and improvements thereto hereafter acquired, constructed or installed by the Borrower (the “<b>System</b>”).</p>
WIFIA LOAN AMOUNT	A maximum principal amount (sum of disbursements) not to exceed \$220,628,721; provided that (a) the maximum principal amount of the WIFIA Loan, together with the amount of any other credit assistance provided under the Act, shall not exceed forty-nine percent (49%) of reasonably anticipated Eligible Project Costs, (b) the total federal assistance for the Project, including but not limited to the maximum principal amount of the WIFIA Loan and all federal direct and indirect grants, shall not exceed eighty percent (80%) of Total Project Costs, and (c) such amount does not include any interest that may be capitalized in accordance with

	<p>the WIFIA Loan Agreement and added to the principal amount of the WIFIA Loan.</p>
INTEREST RATE	<p>The WIFIA Loan shall bear interest at a fixed rate, calculated by adding one basis point (0.01%) to the rate of securities of a similar maturity (based on the weighted-average life of the WIFIA Loan) as published, on the execution date of the WIFIA Loan Agreement, in the United States Treasury Bureau of Public Debt's daily rate table for State and Local Government Series (SLGS) securities, currently located on the Internet at <a href="https://www.treasurydirect.gov/GA-SL/SLGS/selectSLGSDate.htm">https://www.treasurydirect.gov/GA-SL/SLGS/selectSLGSDate.htm</a>.</p> <p>Interest shall accrue and be computed on the basis of a 360-day year of twelve (12) thirty (30) day months.</p> <p>The WIFIA Loan shall also bear default interest at a rate of 200 basis points above the otherwise applicable interest rate, at such times and upon such terms as provided in the WIFIA Loan Agreement.</p>
PAYMENT DATES	<p>Principal of the WIFIA Loan shall be repaid in semi-annual installments on each April 1 and October 1, commencing on October 1, 2054.</p> <p>Interest shall be paid in arrears on April 1 and October 1 of each year, beginning on the Debt Service Payment Commencement Date.</p> <p>The Debt Service Payment Commencement Date shall in no event be later than five (5) years after the Substantial Completion Date of the Project.</p> <p>Subject to the terms and conditions of the WIFIA Loan Agreement, no principal or interest shall be paid during the Capitalized Interest Period.</p>
FINAL MATURITY DATE	<p>The earlier of (a) [April 1, 2060] and (b) the Payment Date immediately preceding the date that is thirty-five (35) years following the Substantial Completion Date.</p>

<p>PROJECTED SUBSTANTIAL COMPLETION DATE</p>	<p>[April 22, 2025].</p>
<p>DEDICATED SOURCE OF REPAYMENT</p>	<p>The dedicated source of repayment for the WIFIA Loan shall be all gross charges received for, and all other gross income and receipts derived by the Borrower from, the ownership and operation of the System or otherwise arising from the System (the “Gross Revenues”) minus the amount required to pay all Operation and Maintenance Costs becoming payable during such period (the “Net Revenues”).</p>
<p>SECURITY AND LIEN PRIORITY</p>	<p>The WIFIA Loan shall be secured by the Pledged Collateral, consisting of all of the interests of the Borrower in (a) the Net Revenues, (b) all amounts set forth in the WIFIA Payment Account, including all amounts on deposit therein or credited thereto, and (c) all Net Revenues on deposit in the Wastewater Fund. For avoidance of doubt, all Net Revenues, including Parity Debt Set-Aside Amounts and Subordinate Debt Set-Aside Amounts, shall remain Pledged Collateral subject to the pledge and Lien of the WIFIA Loan Agreement until applied to the payment of obligations as and to the extent permitted under the WIFIA Loan Agreement. The debt obligation of the Borrower under the WIFIA Loan shall be evidenced through the issuance by the Borrower of the WIFIA Bond.</p> <p>The Borrower shall deposit all Gross Revenues in the Wastewater Fund promptly upon the receipt thereof, and shall apply amounts in the Wastewater Fund at the times and for the purposes, and in the priority, as follows:</p> <ul style="list-style-type: none"> <li>(i) <u>Operation and Maintenance Costs</u>. First, when and as the same become due and payable, to pay Operation and Maintenance Costs in amounts reasonably projected to be necessary for the payment of Operation and Maintenance Costs.</li> <li>(ii) <u>Parity Debt Payments</u>. Second, the following amounts (and if the amounts on deposit in the Wastewater Fund are at any time insufficient to enable the Borrower to make all of the transfers required in this subparagraph (ii), such transfers will be made on a pro rata basis, such that payment of the</li> </ul>

principal of and interest on any Parity Debt shall be made without preference or priority):

- (A) on the first Business Day of each month, to the WIFIA Payment Account, an amount equal to 1/6th of the amount of interest payable as part of the WIFIA Debt Service on the next succeeding Interest Payment Date and an amount equal to 1/12th of the amount of principal payable as part of the WIFIA Debt Service on the next succeeding Principal Payment Date, plus an amount equal to any transfer shortfalls that remain unfunded from prior months; provided, however, that in each month intervening between the Effective Date and the next succeeding Interest Payment Date or Principal Payment Date, respectively, the amount of interest or the amount of principal, respectively, specified above shall be that amount which when multiplied by the number of deposits to the credit of the WIFIA Payment Account required to be made during such respective periods will equal the amounts required to be paid on such next succeeding Interest Payment Date and next succeeding Principal Payment Date, respectively;
- (B) not later than the third Business Day preceding each interest payment date or principal payment date for any other Parity Debt (other than the WIFIA Loan), to the trustee for such Parity Debt for deposit into the debt service fund for such Parity Debt or, for Parity Debt without a trustee, directly to the lender or holder of such Parity Debt, an amount, which together with other available amounts then on deposit in the debt service fund for such Parity Debt, is at least equal to the aggregate principal of (including sinking payments) and interest coming due and payable on such Parity Debt on such interest payment date or principal payment date; and
- (C) on the first Business Day of each month, if and to the extent required by any Parity Debt Documents (other than the WIFIA Loan Agreement), to the applicable set-aside accounts within the Wastewater Fund for the applicable Parity Debt, an amount equal to the Parity

	<p>Debt Set-Aside Amounts for such Parity Debt accruing during such month.</p> <p>(iii) <u>Other Payments Under Parity Debt Documents.</u> Third, to pay any other payments required to comply with the provisions of the Parity Debt Documents, including, without limitation, any replenishment of reserve funds, if any, for Parity Debt.</p> <p>(iv) <u>Parity Debt Prepayment/Redemption.</u> Fourth, if the Borrower elects to optionally prepay the WIFIA Loan, the Borrower shall transfer to the WIFIA Lender the amount required to be paid by the Borrower under the WIFIA Loan Agreement to effect such optional prepayment, excluding interest which is payable from the WIFIA Payment Account and if the Borrower elects to redeem or prepay Outstanding Parity Debt under the applicable Parity Debt Documents, the Borrower shall transfer to the applicable trustee for deposit into the applicable redemption fund for such Parity Debt or, for Parity Debt without a trustee, directly to the lender or holder of such Parity Debt, an amount at least equal to the redemption price of such Parity Debt, excluding accrued interest, which is payable from the applicable debt service fund for such Parity Debt.</p> <p>(v) <u>Subordinate Debt Payments.</u> Fifth, as required by the applicable Subordinate Debt Documents to (A) pay interest on (or interest component of an installment payment of capital lease payment comprising) and principal of (or principal component of an installment payment or capital lease payment comprising) the Subordinate Debt and if amounts in the Wastewater Fund are insufficient for such purposes, such application shall be made toward payments with respect to Subordinate Debt on a pro rata basis, (B) if the Borrower elects to optionally redeem Outstanding Subordinate Debt under the applicable Subordinate Debt Documents, the Borrower shall transfer to the applicable trustee for deposit into the applicable redemption fund for such Subordinate Debt or, for Subordinate Debt without a trustee, directly to the lender or holder of such Subordinate Debt, an amount at least equal to the redemption price of the Subordinate Debt, excluding accrued interest, which is payable from the applicable debt service fund for such</p>
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	<p>Subordinate Debt, and (C) to replenish any reserve funds, if any, for Subordinate Debt.</p> <p>(vi) <u>Remainder</u>. Sixth, any remainder of the Gross Revenues shall be retained in the Wastewater Fund, and, so long as all of the required payments described in clauses (i) through (v) above have been made by the Borrower, available to be used for any other lawful purpose of the Borrower relating to the System, subject to the requirements of the WIFIA Loan Agreement. For avoidance of doubt, any remainder of the Gross Revenues not required to make any of the payments required above or expended by the Borrower at any time for any purpose permitted by law relating to the System as set forth above shall remain Net Revenues and remain subject to the pledge and lien provided in the WIFIA Loan Agreement.</p>
<p>PREPAYMENT</p>	<p>The Borrower shall prepay one hundred percent (100%) of the WIFIA Loan Balance in full in immediately available funds upon the occurrence of a Bankruptcy Related Event, the Event of Default relating to acceleration of Parity Debt or the Event of Default relating to invalidity of WIFIA Loan Documents.</p> <p>Commencing with the Borrower Fiscal Year ending June 30, 2035, if the audited financial statements of the System for a Borrower Fiscal Year shows a year-end balance of System Reserves that exceeds twice the amount of Operation and Maintenance Costs during that Borrower Fiscal Year (any such excess is referred to as the “<b>Excess Reserves</b>”), the Borrower shall prepay a portion of the WIFIA Loan Balance in an amount equal to such Excess Reserves, provided that no prepayment will be required if the amount of Excess Reserves is less than \$1,000,000. If the amount of Excess Reserves equals or exceeds \$1,000,000, not later than thirty (30) days following completion of the System’s audited financial statements for the applicable Borrower Fiscal Year the Borrower shall deliver a notice of Excess Reserves to the WIFIA Lender (the “<b>Excess Reserves Mandatory Prepayment Notice</b>”) stating the amount of the Excess Reserves and the date of the mandatory prepayment (as determined in accordance with the following sentence). The Borrower shall prepay an amount of the WIFIA Loan Balance equal to the amount of the Excess Reserves in immediately available funds on the next Payment Date that is at least ten (10)</p>

	<p>days following the date the Excess Reserves Mandatory Prepayment Notice was given (or, if the Borrower fails to deliver such notice, ten (10) days following the date by which the notice was required to have been given), and otherwise in accordance with the WIFIA Loan Agreement.</p> <p>As used above, “<b>System Reserves</b>” means, with respect to any Borrower Fiscal Year, the Borrower’s unrestricted and available Borrower Fiscal Year-end cash and cash equivalents, equivalent to the amount so designated as “Current Assets: Deposits and Investments Held by City” on the Borrower’s Statement of Net Position Proprietary Funds: Wastewater Management (the “Wastewater System Statement of Net Position”). For purposes of this definition, references to line items in the Wastewater System Statement of Net Position refer to those in the audited financial statements of the Borrower for the Borrower Fiscal Year ended June 30, 2019, and for any subsequent Borrower Fiscal Year shall include such line items as reflect substantially the cash and cash equivalents that would have been included in the corresponding line items (whether or not the same terminology is used).</p> <p>The Borrower may prepay the WIFIA Loan in whole at any time or in part on any Payment Date (but in the case of a partial prepayment the Borrower is limited to one prepayment annually) and, if in part, the amounts thereof to be prepaid shall be determined by the Borrower; <u>provided, however</u>, that such prepayments shall be in principal amounts of \$1,000,000 or any integral multiple of \$1.00 in excess thereof, from time to time, without penalty or premium, and otherwise in accordance with the WIFIA Loan Agreement.</p>
<p>RATE COVENANT</p>	<p>(i) <u>Covenant Regarding Gross Revenues.</u> The Borrower will fix, prescribe, revise and collect rates, fees and charges for the services and facilities furnished by the System during each Borrower Fiscal Year which (together with other funds transferred from the Revenue Stabilization Fund or other funds which are lawfully available to the Borrower for payment of any of the following amounts during such Borrower Fiscal Year) are at least sufficient, after making</p>

	<p>allowances for contingencies and error in the estimates, to pay the following amounts in the following order:</p> <ul style="list-style-type: none"><li>(A) all Operation and Maintenance Costs estimated by the Borrower to become due and payable in such Borrower Fiscal Year;</li><li>(B) the principal of and interest on all Outstanding Parity Debt as they become due and payable during such Borrower Fiscal Year, without preference or priority;</li><li>(C) all amounts, if any, required to restore the balances in any reserve funds established for Outstanding Parity Debt to their respective required levels;</li><li>(D) all payments coming due and payable during the Borrower Fiscal Year and required for compliance with the Parity Debt Documents; and</li><li>(E) all payments required to meet any other obligations of the Borrower which are charges, liens, encumbrances upon or payable from the Gross Revenues or Net Revenues during the Borrower Fiscal Year.</li></ul> <p>(ii) <u>Covenant Regarding Net Revenues: Parity Debt.</u> In addition to the covenant set forth in the preceding clause (i) of this section, the Borrower will fix, prescribe, revise and collect rates, fees and charges for the services and facilities furnished by the System during each Borrower Fiscal Year which, taking into account allowances for contingencies, are sufficient to yield estimated Net Revenues which are at least equal to 120% of the aggregate amount of principal of and interest on all Outstanding Parity Debt coming due and payable during such Borrower Fiscal Year. The provisions of this clause (ii) are subject to the adjustments made for any transfers made from the Revenue Stabilization Fund under the WIFIA Loan Agreement. Notwithstanding the foregoing provisions, if the actual collection of Net Revenues based on such rates, fees and charges is insufficient to yield Net Revenues which meet the requirements of this clause (ii), such event shall not constitute an Event of Default unless it has continued uncured for a period of at least 12 months. For purposes of determining the amount of principal to be considered for</p>
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	<p>purposes of this computation, with respect to Parity Debt that is a Drawdown Debt, the foregoing amount shall be calculated based only on amounts that have actually been drawn down by the Borrower and disbursed by the lender or registered owner, minus any amounts that have been repaid by the Borrower.</p> <p>(iii) <u>Covenant Regarding Net Revenues: Subordinate Debt.</u> In addition to the covenant set forth in the preceding clauses (i) and (ii) of this section, the Borrower will fix, prescribe, revise and collect rates, fees and charges for the services and facilities furnished by the System during each Borrower Fiscal Year which, taking into account allowances for contingencies, are sufficient to yield estimated Net Revenues which are at least equal to 110% of the aggregate amount of principal of and interest on all Outstanding Parity Debt and Subordinate Debt coming due and payable during such Borrower Fiscal Year (with disbursements of the proceeds of the WIFIA Loan or any other Parity Debt or any Subordinate Debt treated as Outstanding in the amount disbursed for purposes of this covenant). The provisions of this clause (iii) are subject to the adjustments made for any transfers made from the Revenue Stabilization Fund under the WIFIA Loan Agreement. Notwithstanding the foregoing provisions, if the actual collection of Net Revenues based on such rates, fees and charges is insufficient to yield Net Revenues which meet the requirements of this section, such event shall not constitute an Event of Default unless it has continued uncured for a period of at least 12 months. For purposes of determining the amount of principal to be considered for purposes of this computation, with respect to Drawdown Debt, the foregoing amount shall be calculated based only on amounts that have actually been drawn down by the Borrower and disbursed by the lender or registered owner, minus any amounts that have been repaid by the Borrower.</p> <p>(iv) <u>Rolling Covenant Regarding Net Revenues: Parity Debt.</u> In addition to the covenant set forth in the preceding clauses (i), (ii) and (iii) of this section, commencing with the Borrower Fiscal Year ending June 30, 2050, the Borrower will fix, prescribe, revise and collect rates, fees</p>
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	<p>and charges for the services and facilities furnished by the System during each Borrower Fiscal Year which[, taking into account allowances for contingencies,]<sup>1</sup> are sufficient to yield estimated Net Revenues which are at least equal to 100% of the average aggregate amount of principal of and interest on all Outstanding Parity Debt coming due and payable during such Borrower Fiscal Year and the immediately following four (4) Borrower Fiscal Years (with disbursements of the proceeds of the WIFIA Loan or any other Parity Debt or any Subordinate Debt treated as Outstanding in the amount disbursed for purposes of this covenant). The provisions of this section shall not include any transfers made from the Revenue Stabilization Fund under the flow of funds provision of the WIFIA Loan Agreement. Notwithstanding the foregoing provisions, if the actual collection of Net Revenues based on such rates, fees and charges is insufficient to yield Net Revenues which meet the requirements of this section, such event shall not constitute an Event of Default unless it has continued uncured for a period of at least 12 months. For purposes of determining the amount of principal to be considered for purposes of this computation, with respect to Drawdown Debt, the foregoing amount shall be calculated based only on amounts that have actually been drawn down by the Borrower and disbursed by the lender or registered owner, minus any amounts that have been repaid by the Borrower. The covenants set forth in clauses (ii) and (iii) above and this clause (iv) are collectively referred to as the “<b>Rate Covenant</b>”).</p>
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<sup>1</sup> Should this be in this rolling rate covenant?

<p>ADDITIONAL INDEBTEDNESS</p>	<p>(i) Except for Permitted System Debt, the Borrower shall not without the prior written consent of the WIFIA Lender issue or incur indebtedness of any kind; <u>provided</u>, that the Borrower shall not incur any indebtedness of any kind payable from, secured or supported by the Pledged Collateral, including Permitted System Debt, without the prior written consent of the WIFIA Lender, while an Event of Default has occurred and is continuing.</p> <p>(ii) The Borrower may not create, incur or suffer to exist (A) any System Debt the payments of which are senior or prior in right to the payment by the Borrower of the Parity Debt, or (B) any debt of the Project that is secured by a Lien on any assets or property of the Borrower other than the Pledged Collateral;</p> <p>(iii) <u>Additional Parity Debt</u>. The Borrower may issue Additional Parity Debt from time to time in such principal amount as it determines (with drawdown Parity Debt (including the WIFIA Loan) treated as a separate issuance in the amount of each disbursement or drawdown proceeds for purposes of this covenant), subject to the following conditions precedent:</p> <p>(A) No Event of Default (or no event with respect to which notice has been given and which, once all notice of grace periods have passed, would constitute an Event of Default) has occurred and is continuing.</p> <p>(B) The amount of such Net Revenues, calculated in accordance with generally accepted accounting principles, as shown by the books of the Borrower for the latest Borrower Fiscal Year or as shown by the books of the Borrower for any more recent 12-month period selected by the Borrower, in either case verified by a certificate or opinion of an Independent Accountant, plus (at the option of the Borrower) the Additional Revenues, are at least equal to 120% of the amount of Parity Debt Maximum Annual Debt</p>
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	<p>Service,<sup>2</sup> taking into account the proposed issuance of Additional Parity Debt.</p> <p>(C) The issuance of such Additional Parity Debt shall comply with all conditions to the issuance thereof as set forth in the applicable provisions of the Parity Debt Documents.</p> <p>(D) Such Additional Parity Debt shall not require payments or transfers (whether of principal or interest or otherwise) more often than once a month.</p> <p>(E) Such Additional Parity Debt shall be issued pursuant to a Parity Debt Document that complies with the requirements of the WIFIA Loan Agreement.</p> <p>(F) The Borrower shall deliver to the WIFIA Lender a Certificate of the Borrower certifying, and an opinion of Bond Counsel stating, that the conditions precedent to the issuance of such Additional Parity Debt set forth in this clause (iii) have been satisfied.</p> <p>(iv) <u>Additional Subordinate Debt.</u> The Borrower may issue Additional Subordinate Debt from time to time in such principal amount as it determines (with drawdown Subordinate Debt treated as a separate issuance in the amount of each disbursement or drawdown proceeds for purposes of this covenant), subject to the following conditions precedent:</p> <p>(A) No Event of Default (or no event with respect to which notice has been given and which, once all notice of grace periods have passed, would constitute an Event of Default) has occurred and is continuing.</p> <p>(B) The amount of such Net Revenues, calculated in accordance with generally accepted accounting principles, as shown by the books of the Borrower for the latest Borrower Fiscal Year or as shown by the books of the Borrower for any more recent 12-month</p>
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<sup>2</sup> See Attachment A for the definition thereof.

	<p>period selected by the Borrower, in either case verified by a certificate or opinion of an Independent Accountant, plus (at the option of the Borrower) the Additional Revenues, are at least equal to 110% of the amount of Maximum Annual Debt Service,<sup>3</sup> taking into account the proposed issuance of Additional Subordinate Debt.</p> <p>(C) The issuance of such Additional Subordinate Debt shall comply with all conditions to the issuance thereof as set forth in the applicable provisions of the Subordinate Debt Documents.</p> <p>(D) Such Additional Subordinate Debt shall be issued pursuant to a Subordinate Debt Document that expressly makes the pledge of and lien upon the Net Revenues securing such Additional Subordinate Debt junior and subordinate to the pledge of and lien upon the Net Revenues established hereunder and which Subordinate Debt Document otherwise complies with the requirements of the WIFIA Loan Agreement and no such Subordinate Debt Document shall contain a right to accelerate without the consent of the holders of Parity Debt.</p> <p>(E) The Borrower shall deliver to the WIFIA Lender a Certificate of the Borrower certifying, and an opinion of Bond Counsel stating, that the conditions precedent to the issuance of such Additional Subordinate Debt set forth in this clause (iv) have been satisfied.</p> <p>(v) <u>Superior and Subordinate Obligations.</u> The Borrower shall not issue or incur any additional bonds or other obligations having any priority in payment of principal or interest out of the Gross Revenues or the Net Revenues over the Parity Debt. Nothing herein limits or affects the ability of the Borrower to issue or incur (a) Additional Parity Debt or (b) obligations which are either unsecured or which are Additional Subordinate Debt.</p>
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<sup>3</sup> See Attachment A for the definition thereof.

	<p>(vi) Upon the incurrence of Permitted System Debt consisting of Additional Parity Debt that satisfies the requirements of clause (iii) above; Additional Subordinate Debt that satisfies the requirements of clause (iv) above; and indebtedness incurred in respect of any swap or hedging transaction relating to Subordinate Debt permitted under the WIFIA Loan Agreement, the Borrower shall provide to the WIFIA Lender a certificate signed by the Borrower's Authorized Representative, (A) specifying the closing date with respect to such proposed indebtedness and (B) confirming that such proposed indebtedness is authorized pursuant to this section and satisfies the applicable requirements under the definitions of "Permitted System Debt" and "Additional Parity Debt" or "Additional Subordinate Debt" as applicable.</p> <p>(vii) The Borrower may not create, incur or suffer to exist any System Debt as Tender Option Obligations, except as Subordinate Debt. To the extent any Permitted System Debt consists of Tender Option Obligations, the Borrower must maintain a credit or liquidity facility that will pay any amounts payable by the Borrower in respect of such Tender Option Obligations.</p> <p>(viii) The Borrower may not create, incur or suffer to exist any System Debt in the form of commercial paper, balloon indebtedness or bond anticipation notes, except as Subordinate Debt.</p> <p>(ix) The Borrower may not create, incur or suffer to exist any System Debt as Variable Interest Rate Obligations, except as Subordinate Debt.</p>
<p><b>RESTRICTED PAYMENTS AND TRANSFERS</b></p>	<p>The Borrower shall not permit Gross Revenues or other assets of the System, or any funds in any accounts held under the WIFIA Loan Documents or in any other fund or account held by or on behalf of the Borrower, to be paid or transferred or otherwise applied for purposes other than ownership, operation or maintenance of the System.</p>

<p>WIFIA LOAN DOCUMENTATION</p>	<p>The WIFIA Loan shall be subject to the preparation, execution and delivery of the WIFIA Loan Agreement and any other loan documentation required by the WIFIA Lender in connection therewith, in each case acceptable to the WIFIA Lender and the Borrower, which will contain certain conditions precedent, representations and warranties, affirmative and negative covenants, events of default, and other provisions as are typical of WIFIA loan agreements.</p>
<p>GOVERNING LAW</p>	<p>Federal laws of the United States of America, if and to the extent such federal laws are applicable, and the internal laws of the State of California, if and to the extent such federal laws are not applicable.</p>
<p>COUNTERPARTS</p>	<p>This Term Sheet, and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Electronic delivery of an executed counterpart of a signature page shall be effective as delivery of an original executed counterpart.</p>

*[Signature pages follow]*

If the foregoing terms are acceptable, please countersign this letter in the space indicated below.

Sincerely,

**UNITED STATES ENVIRONMENTAL  
PROTECTION AGENCY**, acting by and  
through the Administrator of the United States  
Environmental Protection Agency

By: \_\_\_\_\_  
Name: Andrew R. Wheeler  
Title: Administrator



ACKNOWLEDGED AND AGREED:

**CITY OF SUNNYVALE,**  
by its authorized representative

By: \_\_\_\_\_  
Name:  
Title:

*[Signature Page to City of Sunnyvale – Sunnyvale Cleanwater Program Phase 2 – WIFIA Term Sheet]*

## Attachment A

### Definitions

The definitions of the terms Maximum Annual Debt Service and Parity Debt Maximum Annual Debt Service in the WIFIA Loan Agreement will read as follows:

**“Maximum Annual Debt Service”** means, as of the date of any calculation, the maximum sum obtained for the current or any future Borrower Fiscal Year so long as the WIFIA Bond remains Outstanding by totaling the following amounts for such Borrower Fiscal Year:

(a) the aggregate amount of principal of and interest on the WIFIA Loan coming due and payable in such Borrower Fiscal Year (with disbursements of the proceeds of the WIFIA Loan treated as Outstanding in the amount disbursed, minus any amounts that have been repaid by the Borrower, for purposes of this definition);

(b) the principal amount of all Outstanding System Debt (other than the WIFIA Loan), if any, coming due and payable by their terms in such Borrower Fiscal Year, including the principal of any such System Debt coming due and payable by operation of mandatory sinking fund redemption; and

(c) the amount of interest which would be due during such Borrower Fiscal Year on the aggregate principal amount of all Outstanding System Debt (other than the WIFIA Loan) which would be Outstanding in such Borrower Fiscal Year if such System Debt is retired as scheduled;

provided, that, for purposes of the calculation of Maximum Annual Debt Service with respect to Outstanding Parity Debt, in determining the principal amount due in each Borrower Fiscal Year on the WIFIA Loan, it shall be assumed that the principal of the WIFIA Loan will be amortized in a manner resulting in approximately equal annual installments of the then outstanding WIFIA Loan Balance on such date of calculation over the Remaining Assumed Amortization Period. As used above, “Remaining Assumed Amortization Period” shall mean the period commencing on the earlier of (x) April 1, 2035 and (y) such date of calculation, and ending on the Final Maturity Date;

provided further, that, for purposes of the calculation of Maximum Annual Debt Service with respect to Outstanding Subordinate Debt, the following shall apply:

(i) Excluded Principal Payments (and the interest related thereto provided such interest is being paid from the same source as the Excluded Principal Payments) for any Outstanding Subordinate Debt in the form of commercial paper, balloon indebtedness or bond anticipation notes shall be excluded from such calculation and Assumed Debt Service for such Subordinate Debt shall be included in such calculation;

(ii) in determining the principal amount due in each Borrower Fiscal Year, payment shall (unless a different subsection of this definition applies for purposes of determining principal maturities or amortization) be assumed to be made in accordance with any amortization schedule established for such Outstanding Subordinate Debt, including any mandatory sinking account payments or any scheduled redemption or payment of Outstanding Subordinate Debt on the basis of accreted value, and for such purpose, the redemption payment or payment of accreted value shall be deemed a principal payment and interest that is compounded and paid as accreted value shall be deemed due on the scheduled redemption or payment date of Outstanding Subordinate Debt issued as capital appreciation obligations;

(iii) if any Outstanding Subordinate Debt bears, or if any Outstanding Subordinate Debt proposed to be issued will bear, interest at a variable interest rate for which a swap or hedging transaction is not in place and the interest on which is excluded or expected to be excluded from gross income for federal income tax purposes, the interest rate on such Outstanding Subordinate Debt for periods when the actual interest rate cannot yet be determined shall be assumed to be equal to the average of the SIFMA Swap Index for the five years preceding such date of calculation;

(iv) if any Outstanding Subordinate Debt bears, or if any Outstanding Subordinate Debt proposed to be issued will bear, interest at a variable interest rate for which a swap or hedging transaction is not in place and the interest on which is included or expected to be included in gross income for federal income tax purposes, the interest rate on such Outstanding Subordinate Debt shall be calculated at an interest rate equal to 100% of the average One Month USD LIBOR Rate during the five years preceding such date of calculation;

(v) with respect to any Outstanding Subordinate Debt bearing interest, or expected to bear interest, at a variable interest rate for which a swap or hedging transaction is in place providing for a fixed rate of interest to maturity or for a specific term with respect to such Outstanding Subordinate Debt, the interest rate on such Outstanding Subordinate Debt shall be assumed to be the synthetic fixed interest rate specified in such swap or hedging transaction for such term; provided that if, pursuant to a certificate of the Borrower, the sum of (A) interest payable on such Outstanding Subordinate Debt, plus (B) amounts payable by the Borrower under such swap or hedging transaction, less (C) amounts receivable by the Borrower under such swap or hedging transaction, is expected to be greater than the interest payable on the Outstanding Subordinate Debt to which such swap or hedging transaction relates (i.e., if such swap or hedging transaction is an "off-market" swap or hedging transaction), then, in such instance, such excess amounts payable by the Borrower under such swap or hedging transaction shall be included in the calculation of Maximum Annual Debt Service; and

(vi) if any Outstanding Subordinate Debt features an option, on the part of the owners or an obligation under the terms of such Outstanding Subordinate Debt, to tender all or a portion of Outstanding Subordinate Debt to the Borrower or other fiduciary or agent, and requires that such Outstanding Subordinate Debt or portion thereof be purchased if properly presented, then for purposes of determining the amounts of principal and interest due in any Borrower Fiscal Year on such Outstanding Subordinate Debt, the options or obligations of the owners of such Outstanding Subordinate Debt to tender the same for purchase or payment prior to the stated maturity or maturities shall be ignored and not treated as a principal maturity.

**“Parity Debt Maximum Annual Debt Service”** means, as of the date of any calculation, the maximum sum obtained for the current or any future Borrower Fiscal Year so long as the WIFIA Bond remains Outstanding by totaling the following amounts for such Borrower Fiscal Year:

(a) the aggregate amount of principal of and interest on the WIFIA Loan coming due and payable in such Borrower Fiscal Year (with disbursements of the proceeds of the WIFIA Loan treated as Outstanding in the amount disbursed, minus any amounts that have been repaid by the Borrower, for purposes of this definition);

(b) the principal amount of all Outstanding Parity Debt (other than the WIFIA Loan), if any, coming due and payable by their terms in such Borrower Fiscal Year, including the principal of any such Parity Debt coming due and payable by operation of mandatory sinking fund redemption; and

(c) the amount of interest which would be due during such Borrower Fiscal Year on the aggregate principal amount of all Outstanding Parity Debt (other than the WIFIA Loan) which would be Outstanding in such Borrower Fiscal Year if such Parity Debt is retired as scheduled;

provided, that, for purposes of the calculation of Maximum Annual Debt Service with respect to Outstanding Parity Debt, in determining the principal amount due in each Borrower Fiscal Year on the WIFIA Loan, it shall be assumed that the principal of the WIFIA Loan will be amortized in a manner resulting in approximately equal annual installments of the then outstanding WIFIA Loan Balance on such date of calculation over the Remaining Assumed Amortization Period. As used above, “Remaining Assumed Amortization Period” shall mean the period commencing on the earlier of (x) April 1, 2035 and (y) such date of calculation, and ending on the Final Maturity Date.



Sunnyvale

# City of Sunnyvale

## Agenda Item

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**20-0711**

**Agenda Date: 9/15/2020**

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Tentative Council Meeting Agenda Calendar



## City of Sunnyvale Tentative Council Meeting Agenda Calendar

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### Tuesday, September 29, 2020 - City Council

#### **Closed Session**

- 20-0666** 5 P.M. SPECIAL COUNCIL MEETING (Closed Session)  
Closed Session Held Pursuant to California Government Code Section 54957.6:  
CONFERENCE WITH LABOR NEGOTIATORS  
Agency Designated Representatives: Tina Murphy, Director of Human Resources; Kent Steffens, City Manager; Charles Sakai, Labor Attorney
- Employee Organization: Public Safety Officers Association (PSOA)

#### **Study Session**

- 20-0520** 6 P.M. SPECIAL COUNCIL MEETING (Study Session)  
Moffett Park Specific Plan Update

#### **Presentation**

- 20-0803** PRESENTATION - Peninsula Corridor Joint Powers Authority (CalTrain)  
Sales Tax Ballot Measure RR by San Mateo County Transit District Chief Communications Officer Seamus Murphy

#### **Public Hearings/General Business**

- 20-0811** Civic Center Financing
- 20-0815** Adoption of the Roadway Safety Plan
- 20-0476** Accept Findings of the Eruv Study and Authorize Next Steps for Implementation
- 20-0659** Adopt Positions on State and Local Ballot Measures for the November 3, 2020 Election
- 20-0392** Discussion of Impacts of District Elections on Council Seniority Outlined in Council Policy 7.3.11 (Seating Arrangements/City Council) and Possible Updates to Council Policy 7.3.11

### Tuesday, October 13, 2020 - City Council

#### **Study Session**

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**20-0751** 5 P.M. SPECIAL COUNCIL MEETING (Study Session)  
Public Safety Policies and Practices

**Special Order of the Day**

**20-0744** SPECIAL ORDER OF THE DAY - Freedom From Workplace Bullies Week

**Public Hearings/General Business**

**20-0809** Consideration of Draft 2020 Housing Strategy (Study Issue)

**20-0714** Review the First Quarter Budget Update

**20-0808** Approve Participation in the Bay Area Air Quality Management District Spare the Air Cut the Commute Pledge

**Tuesday, October 27, 2020 - City Council**

**Closed Session**

**20-0667** 5 P.M. SPECIAL COUNCIL MEETING (Closed Session)  
Closed Session Held Pursuant to California Government Code Section 54957.6:  
CONFERENCE WITH LABOR NEGOTIATORS  
Agency Designated Representatives: Tina Murphy, Director of Human Resources; Kent Steffens, City Manager; Charles Sakai, Labor Attorney  
  
Employee Organization: Public Safety Officers Association (PSOA)

**Study Session**

**20-0693** 6 P.M. SPECIAL COUNCIL MEETING (Study Session)  
Cleanwater Program Update

**Public Hearings/General Business**

**20-0314** Introduce an Ordinance to Amend Chapter 9.28 (Regulation of Smoking) of Title 9 (Public Peace, Safety or Welfare) of the Sunnyvale Municipal Code to Prohibit the Sale of Flavored Tobacco Products (Study Issue)

**20-0319** Approve The Master Plan For Public Art

**20-0799** Award of Bid No. PW20-16 to XXXXXX for Civic Center Modernization Phase 1, Finding of California Environmental Quality Act (CEQA) Categorical Exemption]

**20-0814** Approve a Phased Reach Codes program and implement Phase 1 for new Residential and Non-Residential Construction Projects: Introduce an Ordinance to Amend Chapter 16.42 (Energy Code) of Title 16 (Buildings and

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Construction) and Find that the Action is Exempt from CEQA

**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**

**20-0049**                    Third Quarter General Plan Initiation Request

**Tuesday, November 17, 2020 - City Council**

**Closed Session**

**20-0668**                    4:30 P.M. SPECIAL COUNCIL MEETING (Closed Session)  
Closed Session Held Pursuant to California Government Code Section  
54957.6:  
CONFERENCE WITH LABOR NEGOTIATORS  
Agency Designated Representatives: Tina Murphy, Director of Human  
Resources; Kent Steffens, City Manager; Charles Sakai, Labor Attorney

Employee Organization: Public Safety Officers Association (PSOA)

**Study Session**

**20-0425**                    5:30 P.M. SPECIAL COUNCIL MEETING (Study Session)  
Joint Meeting of City Council with Board and Commission Chairs and Vice  
Chairs to Review and Improve Overall Effectiveness of Commission Meetings

**Public Hearings/General Business**

**20-0777**                    Proposed Project: Redevelop the site with 391,131 square feet of office and  
R&D buildings and five level parking structure. (2-five story buildings) 100%  
FAR. Net new area-252,968 square feet.  
Location: 888 Ross Drive (APNs: 110-07-035, 036)  
File #: 2018-7860  
Zoning: Innovation Edge  
General Plan: Peery Park Specific Plan  
Applicant / Owner: Perry Hariri /STP Property LLC  
Environmental Review: The project is exempt from CEQA review per CEQA  
Guidelines Section 15168 (c)(2) and (4) Public Resources Code Section  
21094 (c). The project is within the scope of the Peery Park Specific Plan  
Program EIR as no new environmental impacts are anticipated and no new  
mitigations are required.  
Project Planner: Margaret Netto, (408) 730-7628, mnetto@sunnyvale.ca.gov



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**20-0013** Appoint Applicants to Boards and Commissions (As Needed)

**Tuesday, December 1, 2020 - City Council**

**Closed Session**

**20-0729** 5:00 P.M. SPECIAL COUNCIL MEETING (Closed Session)  
Closed Session Held Pursuant to California Government Code Section  
54957:  
PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
Title: City Manager and City Attorney

**20-0669** 6:00 P.M. SPECIAL COUNCIL MEETING (Closed Session)  
Closed Session Held Pursuant to California Government Code Section  
54957.6:  
CONFERENCE WITH LABOR NEGOTIATORS  
Agency Designated Representatives: Tina Murphy, Director of Human  
Resources; Kent Steffens, City Manager; Charles Sakai, Labor Attorney  
  
Employee Organization: Public Safety Officers Association (PSOA)

**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**

**20-0027** Agenda Items Pending - to be scheduled

**Tuesday, December 8, 2020 - City Council**

**Closed Session**

**20-0696** 4:45 P.M. SPECIAL COUNCIL MEETING (Closed Session)  
Closed Session Held Pursuant to California Government Code Section  
54957:  
PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
Title: City Attorney

**20-0697** 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

**Study Session**

**20-0022** 6:15 P.M. SPECIAL COUNCIL MEETING (Study Session)

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Discussion of Upcoming Selection of Vice Mayor for 2021

**20-0023** Discussion of 2021 Council Intergovernmental Assignments

**Public Hearings/General Business**

**20-0760** Receive and File the FY 2019/20 Budgetary Year-End Financial Report, Comprehensive Annual Financial Report (CAFR), the Sunnyvale Financing Authority Financial Report, Agreed Upon Procedure Reports, the Report to the City Council Issued by the Independent Auditors, and Approve Budget Modification No. XX

**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

**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**

**Study Session**

**21-0023** 6 P.M. SPECIAL COUNCIL MEETING (Study Session)  
Pricing and Fee Policy for Recreation Services

**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**

**21-0025** Approve the Proposed 2021 Priority Advocacy Issues and review Long-term Legislative Advocacy Positions (LAPs)

**21-0026** Annual Public Hearing-Discussion of Potential Council Study Issues and Budget Issues for Calendar Year 2021

**21-0052** Review the Second Quarter Budget Update

**Tuesday, January 26, 2021 - City Council**

**Public Hearings/General Business**

**21-0050** Adopt Updated Lawrence Station Area Plan and Related Actions

**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**

**21-0020** Fourth Quarter General Plan Initiation Request

**Tuesday, February 23, 2021 - City Council**

**Study Session**

**21-0024** 6 P.M. SPECIAL COUNCIL MEETING (Study Session)  
Cultural Inclusion Study and Plan

**Public Hearings/General Business**

**21-0002** Appoint Applicants to Boards and Commissions (As Needed)

**21-0003** Discussion and Introduction of an Ordinance Amending Sunnyvale Municipal Code Section 2.28.030 to Reduce the Number of Signatures Required for the City to Partially or Fully Cover Publication Costs of City Council Candidate Statements for Municipal Elections

**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**

**21-0030**                    El Camino Real Specific Plan

**20-0660**                    Moffett Park Specific Plan: Selection of a Preferred Land Use for Study



Sunnyvale

# City of Sunnyvale

## Agenda Item

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**20-0758**

**Agenda Date: 9/15/2020**

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Board/Commission Meeting Minutes



# City of Sunnyvale

## Meeting Minutes - Draft Bicycle and Pedestrian Advisory Commission

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Thursday, August 20, 2020

6:30 PM

Telepresence Meeting: City Web Stream

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### **CALL TO ORDER**

Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, the meeting was conducted telephonically.

Chair Mehlinger called the meeting to order at 6:35 p.m. via teleconference.

### **ROLL CALL**

- Present** 6 - Chair Richard Mehlinger  
Vice Chair Leia Mehlman  
Commissioner John Cordes  
Commissioner Dan Hafeman  
Commissioner Timothy Oey  
Commissioner Scott Swail
- Absent** 1 - Commissioner Arwen Davé

Commissioner Davé attended via teleconference at 7:00 p.m.  
Commissioner Davé's absence is excused.

Nancy Smith, Council Liaison, Lillian Tsang, Principal Transportation Engineer, and Ralph Garcia, Senior Transportation Engineer attended via teleconference.

### **PRESENTATION**

[20-0771](#) City of Santa Clara 2018 Bicycle Master Plan Update

Commissioner Cordes presented on the City of Santa Clara 2018 Bicycle Master Plan Update. Commissioner Cordes highlighted the following:

- Peer City Comparisons
- City of Sunnyvale's and City of Santa Clara's current and proposed bicycle routes
- Comparison of City of Santa Clara Bicycle Plan to City of Sunnyvale's Active

#### Transportation Plan

- Policy comparisons between City of Santa Clara and City of Sunnyvale
- Bicycle cost comparison table between City of Santa Clara and City of Sunnyvale

Chair Mehlinger opened for Public Comment.

Chair Mehlinger closed for Public Comment.

Commissioner Hafeman commented and asked about the following:

- Mode Share
- Price difference in Class IV bike paths
- Bicycle facilities on El Camino Real in Santa Clara

Commissioner Cordes addressed the comments.

Commissioner Oey commented and asked about the following:

- Cross City connections on Benton Street, Cabrillo Avenue, Reed/Monroe & Scott/Arques
- Mapping out bicycle connections
- Joint BPAC meetings

Ralph Garcia, Senior Transportation Engineer, stated that there are no plans at the moment to have joint BPAC meeting with neighboring cities.

Vice Chair Mehlman commented and asked about the following:

- Mapping out bicycle connections
- Mapping of the Mountain View side
- Quick build options

Commissioner Cordes addressed the comments.

Chair Mehlinger asked about the following:

- Price differential per mile on Class IV bike lanes

Lillian Tsang, Principal Transportation Engineer stated in some locations there is a need for green stormwater infrastructure improvements which may account for the price differential.

#### **ORAL COMMUNICATIONS**

Chair Mehlinger opened for Public Comment.

Dave Simons, member of the public, commented on equipment for street sweeping Class IV bike lanes.

Chair Mehlinger closed for Public Comment.

### **CONSENT CALENDAR**

Commissioner Hafeman moved and Commissioner Oey seconded to approve item 1.A.

The motion carried the following vote:

**Yes 7 -** Chair Mehlinger  
Vice Chair Mehلمان  
Commissioner Cordes  
Commissioner Davé  
Commissioner Hafeman  
Commissioner Oey  
Commissioner Swail

**No 0**

**1.A**     [20-0728](#)     Approve the Bicycle and Pedestrian Commission Meeting Minutes of July 16, 2020.

Approve the Bicycle and Pedestrian Commission Meeting Minutes of July 16, 2020 as submitted.

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

**2**        [20-0712](#)     Adoption of the Roadway Safety Plan

Alternative 1: Recommend to City Council to Adopt the Roadway Safety Plan.

Steve Davis, Fehr & Peers Consultant, gave a presentation on the Roadway Safety Plan Draft Final Report, which included the following topics:

- What is the Roadway Safety Plan
- Project Development Timeline
- Roadway Safety Plan background
- Data Analysis Techniques and results



- Safety Countermeasures Toolbox
- Project Recommendations
- What's next
- Bicycle and Pedestrian Advisory Commission Recommendation to City Council

Chair Mehlinger called for a recess at 7:45 p.m. Chair Mehlinger reconvened the meeting at 7:50 p.m.

Commissioner Oey asked about the following:

- Crash analysis "other" category
- Caribbean Drive and Moffett Park Project

Commissioner Cordes asked about the following:

- Lawrence/Central Expressways analysis
- Table 7 - HSIP Prioritization of Representative Projects by Benefit/Cost Ratio
- Table 7 - Thresholds
- Project at Location S - Sandia Avenue
- Project notes

Commissioner Davé asked about the following:

- Proven countermeasure efficacy

Vice Chair Mehلمان asked about the following:

- Grant funds

Commissioner Hafeman asked about the following:

- Types and number of collisions
- Intersection corner radius reduction and the impact on the bike lanes

Mr. Davis addressed the comments.

Chair Mehlinger asked about the following:

- Future Study Issue Proposals potential conflicts
- Project at Location M - Evelyn and Murphy Avenue
- Project at Location T - Hollenbeck Avenue

Mr. Davis and Mr. Garcia addressed the comment.

Chair Mehlinger opened for Public Comment.

The following public comment was received via email:

Ari Feinsmith, member of the public, commented and asked about the following:

1. Projects included in the Roadway Safety Plan and Active Transportation Plan
2. Project at Location M - Murphy and Evelyn Avenue and current closure of Murphy Avenue to vehicle traffic
3. Project at Location F - Caribbean Drive and Moffett Park Drive

Chair Mehlinger closed for Public Comment.

Commissioner Oey commented and asked about the following:

- Public input opportunities for the Project at Location F - Caribbean Drive and Moffett Park Drive
- Vice Chair Mehلمان participation in the development of the Roadway Safety Plan.

Chair Mehlinger asked if there is a substantial cost differential between Alternative A and Alternative for the Project at Location F - Caribbean Drive and Moffett Park Drive. Mr. Davis stated it depends on structural changes needed for each alternative.

MOTION: Commissioner Cordes moved and Commissioner Oey seconded to approve Alternative 1: Recommend to City Council to Adopt the Roadway Safety Plan:

Commissioner Cordes thanked staff for all their hard work and finding ways to get grants to improve safety that will help implement the goals of the Vision Zero Plan.

Commissioner Oey agreed with Commissioner Cordes comments.

FRIENDLY AMENDMENT: Chair Mehlinger proposed a friendly amendment to the motion to strike Alternative B diverging diamond interchange concept from the Project at Location F - Caribbean Drive and Moffett Park Drive. Commissioner Cordes declines the friendly amendment because it is a conceptual project planning document.

Chair Mehlinger commented on how he is in favor of Alternative 1. Chair Mehlinger appreciates the work that has gone into the document and he appreciates the toolkit of safety measures and he believes they are good projects that will improve the safety of residents in a cost effective fashion.

Vice Chair Mehلمان commented on how she is in favor of Alternative 1. Vice Chair Mehلمان agrees with the reason Chair Mehlinger gave and that there is funding allocated for it and there is no reason why it shouldn't be adopted by City Council.

Commissioner Hafeman commented on how he is in favor of Alternative 1. Commissioner Hafeman supports it because it is a well written report with a lot of projects to choose from and it's a good document to get funding.

Commissioner Cordes commented on how he is in favor of Alternative 1. Commissioner Cordes appreciates staff's hard work to seek additional grant funding to implement more and better safety improvements in Sunnyvale.

Commissioner Oey commented on how he is in favor of Alternative 1. Commissioner Oey found the report very well written and very easy to understand. Commissioner Oey appreciated the project analysis with the project benefit cost ratio and the graphics that were used to understand it. Commissioner Oey appreciated all the hard work that went into the document.

Commissioner Davé commented on how she is in favor of Alternative 1. Commissioner Davé supports it because of the metrics that were well chosen and backed with good research and the logic to screen them both together were appropriate.

Commissioner Swail commented on how he is in favor of Alternative 1. Commissioner Swail appreciates the work that has gone into the document and it is a well written report and comprehensive. Commissioner Swail appreciates the opportunity to have been able to see the document beforehand and to make comments.

The motion carried the following vote:

**Yes 7 -** Chair Mehlinger  
Vice Chair Mehlman  
Commissioner Cordes  
Commissioner Davé  
Commissioner Hafeman  
Commissioner Oey  
Commissioner Swail

**No 0**

- 3**      [20-0772](#)      Report and Discussion of Recent Santa Clara Valley Transportation Authority (VTA) Bicycle and Pedestrian Advisory Committee (BPAC) Meeting

Dave Simons, VTA BPAC Representative, gave the meeting summary reports regarding the following topics:

- More people are participating due to Zoom conference calls
- Outcomes of the VTA governance process
- Recommendations to support funding
- 2016 Measure B Competitive Grant Program and scoring
- County network concept for a bike super highway
- Social Engineer people out of their cars

Ms. Tsang stated that the term for Dave Simons's appointment as the VTA Sunnyvale BPAC Representative has ended on June 30, 2020 or when the jurisdiction makes a new appointment. VTA will send out a request to make a new appointment for the next two-year term which will end on June 30, 2022. This item will be on the September BPAC Agenda for BPAC to recommend an appointment to serve as the next Sunnyvale BPAC representative for the VTA BPAC.

Chair Mehlinger commented on Social Engineering.

Chair Mehlinger opened for Public Comment.

Chair Mehlinger closed for Public Comment.

**STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES**

- 4**      [20-0773](#)      BPAC 2021 Proposed Study Issues

Ms. Tsang stated there are two proposed Study Issues. Ms. Tsang explained the Study Issue Sponsorship Process and Timeline.

BPAC will have two opportunities to sponsor a Study Issue:

1. At the September meeting - BPAC will review the two proposed Study Issues, (as shown in the Attachment in the agenda packet). BPAC can vote to sponsor or drop these Study Issues. They require a motion, second, and a majority vote.
2. Any Study Issue Papers that are submitted to staff via email on or before September 8, 2020 will be agendized for the October meeting.
  - At the October meeting, BPAC can discuss the Study Issue Idea, and make a motion and vote to place the Study Issue on the Proposed Study Issue List or to drop it. (Motion, second, majority vote).
  - If placed on the Proposed Study Issue List, at the same meeting, BPAC can review it and make a motion and vote to sponsor or drop the Proposed Study Issue. (Motion, second, majority vote).

For all Sponsored Study Issues:

- Staff will write up Study Issue Papers
- BPAC can review and comment on Draft Study Issue Papers if Study Issues are sponsored in the September 2020 BPAC meeting.
- For Study Issues sponsored in the October BPAC meeting, Study Issue Papers will be included as Information Only items in the November BPAC meeting agenda packet.
- December(first week) - Staff submits Study Issue Papers to City Manager
- January/February 2021 - BPAC ranks sponsored Study Issues

Chair Mehlinger asked about the following:

- Propose Study Issues pertaining to the Study Issue process

Ms. Tsang stated that would be within the City Council's purview and can be proposed at a City Council meeting or to a City Council member.

Ms. Tsang stated that she will send all the Commissioners a template of the Study Issue form.

Chair Mehlinger opened for Public Comment.

Chair Mehlinger closed for Public Comment.

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

### **-Commissioner Comments**

Commissioner Oey commented on the following:

- Silicon Valley Bicycle Coalition Bike Summit success
- September - Bike to wherever days - Virtual bike event throughout the Bay Area
- BPAC answer point responses
- Sunnyvale/Saratoga Road response from staff

Mr. Garcia addressed the comments.

Commissioner Cordes commented on the following:

- Thanked staff for their hard work on the Active Transportation Plan (ATP)
- Active Transportation Plan going to City Council for Plan Adoption on August 25

Chair Mehlinger commented on the following:

- Deadline for submission of Study Issue form on September 8
- Speaking at the City Council meeting on the ATP on August 25
- BPAC answer point
- Future presentation from the Slow Streets Working Group
- Thanked staff for the responses to the BPAC recommendations pertaining to the Active Transportation Plan

Commissioner Davé commented on the following:

- Follow up mechanism to address public comment sent to BPAC

Ms. Tsang addressed the comment.

Commissioner Hafeman commented on the following:

- Public comments and their concerns

Mr. Garcia and Ms. Tsang addressed the comment.

Vice Chair Mehlman commented on the following:

- BPAC answer point and tracking
- Follow up public satisfaction survey
- Access Sunnyvale languages

Mr. Garcia and Ms. Tsang addressed the comment.

Commissioner Swail commented on the following:

- BPAC answer point and monitoring of responses

**-Staff Comments**

Lillian Tsang, Principal Transportation Engineer, commented on the following:

- Active Transportation Plan will be brought to City Council for adoption on August 25, 2020
- Mathilda/US 101/SR 237 project is complete. VTA will host an online opening event, details to follow.
- Deadline for Bicycle Friendly Community Application has been extended to October 1, 2020. A revised set of questions has been issued. Working with the consultant to fill out the application. Application will be brought to the BPAC as an information only item at the October meeting.
- Mary Avenue Overcrossing public outreach meetings will be held sometime in September.
- Maude Avenue/Wolfe Road new traffic signal
- Silicon Valley Bicycle Coalition Bike Summit

**INFORMATION ONLY REPORTS/ITEMS**

[20-0774](#)

Bicycle and Pedestrian Advisory Commission 2020 Annual  
Work Plan

Chair Mehlinger asked when the 2021 Annual Work Plan will be developed. Mr. Garcia stated it will be discussed at the November and December BPAC meetings.

Chair Mehlinger commented on the following:

- Mary Avenue Overcrossing/Public Outreach meetings
- Quarterly Annual Work Plan updates

Commissioner Hafeman commented on the following:

- Mary Avenue Overcrossing/Public Outreach meetings

Commissioner Cordes commented on the following:

- Mary Avenue Overcrossing/Public Outreach meetings

Ms. Tsang addressed the comments.

[20-0775](#) Active Items List - August 2020

Commissioner Cordes commented on the following:

- Maude Avenue temporary parking evaluation

Ms. Tsang addressed the comment.

**ADJOURNMENT**

Chair Mehlinger adjourned the meeting at 9:52 p.m.





Sunnyvale

# City of Sunnyvale

## Agenda Item

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**20-0759**

**Agenda Date: 9/15/2020**

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Information/Action Items

Information/Action Items - Council Directions to Staff

Date Requested	Directive/Action Required	Dept	Due Date	Completed
2/7/19	Produce quarterly report on staff vacancies and include, actual staff total numbers for each department, including part-time positions.	HRD	Oct 2020	
3/31/20	Provide updates on staffing as the City Manager makes modifications on staffing or recruitment efforts in the next few months based on the state of the economy	OCM	Oct 2020	
5/21/20	Provide a quarterly status report of vacant positions that were frozen	OCM	Oct 2020	
5/21/20	Review the First Quarter Budget Update	FIN	Oct 2020	
7/28/20	Conduct a review and analysis of the Neighborhood Preservation Program, to include the fee schedule	DPS	Oct 2020	
8/25/20	Prepare RTC for consideration by Council to approve a 3-month pilot program to stream Council meetings through Facebook Live	OCM	Dec 2020	

## New Study/Budget Issues Sponsored by Council

Date Requested	Study/Budget Issue Topic	Requested By	Dept	Approved by City Manager
8/25/20	Rules that can be put into place on drones flying over personal property	<b>Hendricks, Melton,</b> Klein	DPS	

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>



## Agenda Item

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**20-0823**

**Agenda Date:** 9/15/2020

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Study Session Summary of August 11, 2020 - Moffett Park Specific Plan Update

**Call to Order:**

Mayor Larry Klein called the meeting to order at 5 p.m.

**City Councilmembers Present:**

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

**City Councilmembers Absent:**

None

**Study Session Summary:**

Michelle King (Principal Planner), and the City's Lead Consultant Eric Yurkovich (Raimi + Associates) delivered a presentation that discussed the work completed to date on the Moffett Park Specific Plan. The presentation provided an overview of the background data, outreach efforts and input received, and preliminary land use concepts. The goal of the Study Session was to obtain City Council and public input on the preliminary land use concepts.

Councilmembers asked questions on the following items:

- How will vehicles and other transit options get into and out of Moffett Park?
- How will community benefits will be provided?
- Why is housing being considered?
- Where are school districts in the plan area?
- What are the economic impacts of various land use options?
- How will the plan provide land use areas for research and development uses?
- How will research and development be protected in the plan area?

In addition, Councilmembers made the following statements:

- Appreciated the project website and informational videos.
- Requested more information on technical studies.
- Don't rush the process.
- Consider Mary Avenue overpass in planning for Moffett Park.
- Consider tools like habitat overlay zones and transfer of development rights to keep development away from the habitat area.
- Provide land use areas for research and development uses.

- 
- Land use concepts should consider comments raised regarding sea level rise.
  - Consider sea level rise impacts on infrastructure.
  - Protecting the ecosystem and habitat area should be the priority.
  - Groundwater contamination issues should be considered in addition to flooding resolution.
  - More stringent sustainability protocols should be implemented as part of the plan.
  - A great area for new housing opportunities and affordable housing should be integral to the plan.
  - Locating housing away from the Bay was preferred.
  - Odor concern may be raised with new residential added in the area - west side of the district might be better for this concern.
  - Community Land Trust for affordable housing to be considered.
  - Mixed-use development needed to create a vibrant neighborhood.
  - Dedicated or improved bike lanes to connect from the south of 237 to the MPSP area and the Bay.
  - Increase walkability in the plan area.

**Public Comment:**

- Concerns about sea level rise and the plan area.
- Consider habitat overlay zones along the shoreline and channels to enhance/increase the habitat and use Transfer of Development Rights to locate development away from the habitat areas.
- Consider a Community Land Trust for administering affordable housing in the district.
- The process should not be rushed.
- Mountain View's North Bayshore Plan deals with similar issues and should be studied.
- Concept B preferred because housing located away from the bay; need to be away from the highway as well.
- Consider diagonal street south of Java as main street.
- Questions about flooding and infrastructure.
- Groundwater impact and evaluation should be considered.
- Vision statement and framework sound very exciting.
- Mixed use housing is a key issue - Concept B preferred for housing concerns.
- Significant new opportunities for housing development to relieve housing crisis in the bay area and the state.
- Providing housing in vibrant neighborhoods helps fight against climate change and makes city more resilient.
- Affordable housing should be integral part of this effort.
- Mixed-use neighborhood should be considered to create a true neighborhood - not just offices.
- Moffett Park is a retail desert, and nothing is walkable; more housing and retail options needed here.
- Proximity of residential to water pollution control plant may create odor issues - consider residential on the plan area west side.
- Housing is problematic due to sea level rise
- Habitat protection is a priority.
- Protect the coastal and wetland areas and plan for Sea Level Rise (SLR) and flooding (which could contribute to contamination of groundwater supply).
- More stringent sustainability protocols to be implemented for development
- Consider ecological impacts and mindful about housing crisis.
- In favor of concept B (and then A to C). Proximity of housing to the Bay in Concept C is the

reason for the last preference.

- Connect proposed neighborhoods to the Bay.

**Adjournment:**

Mayor Larry Klein adjourned the meeting at 6:30 p.m.