



JOINT MEETING OF THE MILPITAS CITY COUNCIL AND THE MILPITAS HOUSING AUTHORITY

AGENDA

TUESDAY, MARCH 2, 2021
MILPITAS, CA

6:00 PM (CLOSED SESSION)
7:00 PM (PUBLIC BUSINESS)

For assistance in the following languages, you may call:

Đối với Việt Nam, gọi 408-586-3122

Para sa Tagalog, tumawag sa 408-586-3051

Para español, llame 408-586-3232

City Council meeting is held via teleconference /Zoom webinar only (no physical meeting space).
You may watch the Council meeting without providing public comment by accessing it via links here.

Meeting shall be livestreamed - Go to:

Facebook: <https://www.facebook.com/CityofMilpitas/>

YouTube: <https://www.ci.milpitas.ca.gov/youtube>

Web Streaming: <https://www.ci.milpitas.ca.gov/webstreaming>

PUBLIC COMMENT INSTRUCTIONS

Oral public comments may be provided live during the City Council meeting by first registering for the zoom meeting in advance by: providing email address (not disclosed) and a name. Here is the link to register for this meeting only:

https://ci-milpitas-ca-gov.zoom.us/webinar/register/WN_VjrkJrkSI2cjVBs1lkTmQ

A link will be sent to you to join the City Council meeting in order to give your comments. All registered meeting attendees who wish to speak must click on the "raise hand" icon when the Mayor calls for public comments. If participating by calling in on your phone, dial *9 to use the "raise hand" feature, and when you are called upon, hit *6 to unmute your phone. Your phone number will be displayed in the live meeting. The Mayor or staff will call the speakers to begin.

All comments provided shall be limited to three minutes or less as determined by the Mayor. All members of the public will be limited to one comment per agenda item, and one comment for non-agenda items. online written comment form previously used is no longer available for public comment.

MILPITAS CITY COUNCIL CODE OF CONDUCT

- Be respectful and courteous (words, tone, and body language).
- Model civility.
- Avoid surprises.
- Praise publicly and criticize privately.
- Focus on the issue, not the person.
- Refrain from using electronic devices while on the Council dais.
- Disclose conflicts of interest and affiliations related to agenda items.
- Separate governing from campaigning.
- The Council speaks with one voice after making policy on issues.
- Respect the line between policy and administration.
- Council will hold one another accountable to comply with this Code of Conduct.

CALL MEETING TO ORDER by Mayor and ROLL CALL by City Clerk (6:00 PM)

ADJOURN TO CLOSED SESSION

(a) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(d)(1)

City as Plaintiff

County Sanitation District 2-3, West Valley Sanitation District, Burbank Sanitary District, Cupertino Sanitary District, and City of Milpitas v. City of San Jose, City of Santa Clara

(b) CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6

Agency designated representative: Mayor Rich Tran

Employee: City Attorney

CLOSED SESSION ANNOUNCEMENT: Report on action taken in Closed Session, if required per Government Code Section 54957.1, including the vote or abstention of each member present

PLEDGE OF ALLEGIANCE (7:00 PM)

INVOCATION (*assigned to Councilmember Phan*)

PRESENTATIONS

- Proclaim March as Youth Arts Month

PUBLIC FORUM

Those interested are invited to address City Council on any subject not on tonight's agenda, orally via zoom webinar (instructions on page 1). Speakers may provide their name and city of residence for the Clerk's record, and comments may be limited to three minutes or less. As an item not listed on the agenda, no response is required from City staff or the Council and no action can be taken. The City Council may instruct the City Manager to place the item on a future meeting agenda.

ANNOUNCEMENTS AND FUTURE AGENDA ITEMS (7:20 PM)

Members of the City Council or City Manager may make brief announcements at this time. Members of the City Council may also suggest future agenda items at this time. For future agenda items, the City Council shall not debate the topic or engage in discussion but shall simply state a "yes" or "no" as to whether to direct the City Manager to place the item on a future meeting agenda. If a majority of the City Council agrees to place an item on a future meeting agenda, the City Manager shall place the item on a subsequent agenda for City Council discussion.

ANNOUNCEMENT OF CONFLICT OF INTEREST AND CAMPAIGN CONTRIBUTIONS

READING OF THE CITY COUNCIL CODE OF CONDUCT

APPROVAL OF AGENDA

CONSENT CALENDAR (7:45 PM)

Consent calendar items are considered to be routine and will be considered for adoption by one motion. There will be no separate discussion of these items unless a City Councilmember, member of the audience or staff requests the Council to remove an item from (or be added to) the consent calendar. Any person desiring to speak on any item on the consent calendar should ask to have that item removed from the consent calendar

- C1.** Receive City Council Calendar of Meetings for March 2021 (Staff Contact: Wendy Wood, 408-586-3001)

C2. Approve City Council meeting minutes of the February 11, 2021, Special City Council Meeting and February 16, 2021, Regular City Council Meeting (Staff Contact: Wendy Wood, 408-586-3003)

Recommendation: Approve meeting minutes of the February 16, 2021, Special City Council Meeting and February 16, 2021, Regular City Council Meeting as drafted by the City Clerk.

C3. Adopt a Resolution Initiating Proceedings for the Annual Levy and Collection of Assessments and Ordering the Preparation of the Annual Engineer's Report for Landscaping and Lighting Maintenance Assessment District No. 95-1 (McCarthy Ranch) (Staff Contact: Steve Erickson 408-586-3301)

Recommendation: Adopt a Resolution Initiating Proceedings for the Annual Levy and Collection of Assessments and Ordering the Preparation of the Annual Engineer's Report for Landscaping and Lighting Maintenance Assessment District No. 95-1 (McCarthy Ranch)

C4. Adopt a Resolution Initiating Proceedings for the Annual Levy and Collection of Assessments and Ordering the Preparation of the Annual Engineer's Report for Landscaping and Lighting Maintenance Assessment District No. 98-1 (Sinclair Horizon) (Staff Contact: Steve Erickson 408-586-3301)

Recommendation: Adopt a Resolution Initiating Proceedings for the Annual Levy and Collection of Assessments and Ordering the Preparation of the Annual Engineer's Report for Landscaping and Lighting Maintenance Assessment District No. 98-1 (Sinclair Horizon)

C5. Adopt a Resolution Authorizing the City Manager to Engage in Legislative Advocacy related to the COVID-19 Pandemic (Staff Contact: Walter C. Rossmann, 408-586-3111)

Recommendation: Adopt a Resolution Authorizing the City Manager to Engage in Legislative Advocacy related to the COVID-19 Pandemic

C6. Approve and Authorize the City Manager to Issue a Purchase Order for the Purchase of Six Police Vehicles from the National Auto Fleet Group through a Cooperative Procurement Contract with Sourcwell and related Budget Amendment (Staff Contacts: Captain Frank Morales, 408-586-2434 and Chris Schroeder, 408-586-3161)

Recommendation: Approve and authorize the City Manager to Issue a Purchase Order for the Purchase of Six Police Vehicles from the National Auto Fleet Group through a Cooperative Procurement Contract with Sourcwell and Appropriate \$107,842 from the Equipment Fund

C7. Report on Bids and Award of Construction Contract to Johnson Controls Fire Protection LP in the amount of \$138,480.00 for the City Hall Fire Suppression System Repairs Project. (Staff Contact: Tony Ndah, 408-586-2602)

Recommendations:

- a. Receive report on bids and award of construction contract to Johnson Controls Fire Protections LP, in the amount of \$138,480.00 for the City Hall Fire Suppression System Repairs project;
- b. Authorize the Director of Public Works to negotiate and execute contract change order(s) in an aggregate amount not to exceed \$10,000.00 for the City Hall Fire Suppression System Repairs Project.

C8. Approve and Authorize the City Manager to Execute an Agreement with the City of San Jose for the Pavement Restoration of Landess Avenue Between Highway 680 and Piedmont Road (Staff Contacts: Steve Erickson 408-586-3301 and Steve Chan 408-586-3324)

Recommendation: Approve and authorize the City Manager to execute an Agreement with the City of San Jose for the Pavement Restoration of Landess Avenue between Highway 680 and Piedmont Road.

C9. Reject All Bids and Authorize Staff to Re-package and Re-advertise the Project for Bid Proposals, McCandless Park Project No. 2005, No.5102, and No. 7076 (Staff Contact: Steve Erickson, 408-586-3301)

Recommendation: Reject All Bids and Authorize Staff to Re-package and Re-advertise the Project for Bid Proposals, McCandless Park Project No. 2005, No. 5102, and No. 7076.

C10. Receive the 2020 Housing Element Annual Progress Report and Housing Successor Agency Annual Report and Authorize the Submittal of Both Reports to California Department of Housing and Community Development (HCD) and Governor's Office of Planning and Research (OPR) (Sharon Goei, 408-586-3260 and Adam Marcus, 408-586-3244)

Recommendation: Receive the 2020 Housing Element Annual Progress Report and Housing Successor Agency Annual Report and authorize the submittal of both reports to California Department of Housing and Community Development (HCD) and Governor's Office of Planning and Research (OPR).

C11. Receive the 2020 General Plan Annual Progress Report and Authorize Submittal of the Report to the Governor's Office of Planning and Research (OPR) (Staff Contact: Jay Lee, 408-586-3077)

Recommendation: Receive the 2020 General Plan Annual Progress Report and authorize the submittal of the report to the Governor's Office of Planning and Research (OPR).

C12. Approve and Authorize the City Manager to Enter into a Side Letter to Amend the Memorandum of Understanding between the City and the Mid-Management-Confidential (Mid-Con) Unit – LIUNA/UPEC Local 792 (Staff Contact: Jeannine Seher, 408-586-3086)

Recommendation: Approve and authorize the City Manager to enter into a side letter agreement with the Mid-Management-Confidential (Mid-Con) Unit – LIUNA/UPEC Local 792 to extend the existing labor agreement through June 30, 2025; eliminate a 3% salary increase scheduled for July 2021; reduce the salary increase scheduled for July 2022 from 3% to 2%; add a salary increase of 2% in July 2023; and add a salary increase of 3% in July 2024.

PUBLIC HEARINGS (8:00 PM)

13. 2021 Weed Abatement Public Hearing and Adopt a Resolution to Abate the Weeds (Staff Contact: Albert Zamora, 408-586- 3371)

Recommendation: Conduct a Public Hearing and adopt a resolution directing the County of Santa Clara Consumer and Environmental Protection Agency- Weed Abatement Program to abate the nuisance, keep an account of the cost, and embody such account in a report and assessment list to the City Council in accordance with the Milpitas Municipal Code.

COMMUNITY DEVELOPMENT (8:30 PM)

- 14.** Conduct Fifth Study Session on the Milpitas Metro Specific Plan (Update of 2008 Transit Area Specific Plan) with a Presentation, Discussion and City Council direction on Key Plan Policies related to Parks, Trails, Streetscape, Placemaking and Sustainability (Staff Contacts: Ned Thomas, Planning Director, 408-586-3273 and Kevin Riley, TASP Manager 408-586-3292)

Recommendations:

- a. Receive a presentation from staff
- b. Provide feedback and direction on key policies for Parks, Trails, Streetscape, Placemaking and Sustainability to guide preparation of the Draft Milpitas Metro Specific Plan

LEADERSHIP AND SUPPORT SERVICES (9:30 PM)

- 15.** Introduce Ordinance No. 65.151 Regarding Responsible Construction (Staff Contacts: Christopher J. Diaz, City Attorney 408-586-3040 and Steve McHarris, City Manager 408-586-3059)

Recommendation: Following the reading of the title by the City Attorney, move to waive reading beyond the title and introduce Ordinance No. 65.151, amending various sections of Chapter 32 (Responsible Construction) of Title III of the Milpitas Municipal Code

REPORTS OF MAYOR & COUNCILMEMBERS - from assigned Commissions, Committees and Agencies (9:50 PM)

- 16.** Consider Recommendations from Mayor Tran for Appointments for City Commissions (Contact: Mayor Tran, 408- 586-3029)

Recommendation: Receive Mayor Tran's recommendations and approve recommendations for final appointment by the Mayor for the Veterans Commission, Energy & Environmental Sustainability Commission, Community Advisory Commission, Economic Development and Trade Commission, and Parks, Recreation, and Cultural Resources Commission.

- 17.** Per Mayor's Recommendations, Appoint Seven Members and Two Alternate Members to the Measure F Oversight Committee (Staff Contact: Mayor Rich Tran, 408-586-3029)

Recommendation: Per Mayor's Recommendations, Appoint Seven Members and Two Alternate Members to the Measure F Oversight Committee for 3-year terms to expire in March 2024.

- 18.** Receive and Direct Staff on List of Agenda Items Requested by City Councilmembers (Contacts: Mayor and City Councilmembers, 408-586-3000)

Recommendation: Review list of items presented (list in agenda packet) that have been requested by City Councilmembers on a form, at a Council meeting, or through the City Manager. Direct items to a City Council Subcommittee, to be placed onto a specific meeting date, or specify alternate direction to staff. No substantive discussion about any specific item shall occur and the City Council shall hold all debate about the item until it is scheduled as a full agenda item.

NEXT AGENDA PREVIEW (10:20 PM)

19. **Receive Preview List of Anticipated Items for the Next Regular City Council Meeting Scheduled on March 16, 2021 (Staff Contact: Wendy Wood, 408-586-3001)**

Recommendation: Receive list of anticipated agenda items for the March 16, 2021 regular City Council meeting.

ADJOURNMENT (10:30 PM)

KNOW YOUR RIGHTS UNDER THE OPEN GOVERNMENT ORDINANCE

Government's duty is to serve the public, reaching its decisions in full view of the public. Commissions and other City agencies exist to conduct the people's business. This ordinance assures that deliberations are conducted before the people and City operations are open to the people's review. For more information on your rights under the Open Government Ordinance or to report a violation, contact the City Attorney's office at Milpitas City Hall, 455 E. Calaveras Blvd., Milpitas, CA 95035
e-mail: cdiaz@ci.milpitas.ca.gov / Phone: 408-586-3040

The Open Government Ordinance is codified in the Milpitas Municipal Code as Title I Chapter 310 and is available online at the City's website www.ci.milpitas.ca.gov by selecting the Milpitas Municipal Code link.

Materials related to an item on this agenda submitted to the City Council after initial distribution of the agenda packet are available for public inspection ~~at the City Clerk's office at Milpitas City Hall, 3rd floor 455 E. Calaveras Blvd., Milpitas and~~ on City website. City Council agendas and related materials can be viewed online: www.ci.milpitas.ca.gov/government/council/agenda_minutes.asp (select meeting date)

APPLY TO SERVE ON A CITY COMMISSION

Commission application forms are available online at www.ci.milpitas.ca.gov or at Milpitas City Hall. Contact the City Clerk's office at 408-586-3003 for more information.

*If you need assistance, per the Americans with Disabilities Act, for any City of Milpitas public meeting, please call the City Clerk at 408-586-3001 or send an e-mail to wwood@ci.milpitas.ca.gov prior to the meeting.
You may request a larger font agenda*

February 2021						
S	M	T	W	T	F	S
	1	2	3	4	5	6
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April 2021						
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Milpitas City Council Calendar

March 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 7:00 PM -Parks, Recreation & Cultural Resources Commission (CM)	2 6:00 PM -Closed Session 7:00 PM -City Council	3 2:00 PM -Santa Clara VTA Monthly Briefing - Northeast Group (CM) 7:00 PM -Community Advisory Commission (EC)	4 5:30 PM -Santa Clara VTA Board of Directors (CM) 5:30 PM -Milpitas Chamber of Commerce Board (EC)	5	6
7	8 4:30 PM -Economic Development and Trade Commission (KD)	9 4:00 PM - Milpitas HOPE Suicide Prevention Task Force 5:30 PM -Special City Council – Milpitas General Plan	10 7:00 PM -Planning Commission 7:00 PM -Silicon Valley Clean Energy Board of Directors (EC)	11 4:00 PM -Santa Clara VTA Policy Advisory Committee (AP) 4:00 PM -Treatment Plant Advisory Committee (CM) 7:00 PM -Cities Assoc of SCC (CM) 7:00 PM -Youth Advisory Commission (EC)	12 <i>*4:30 PM-City Council Finance Subcommittee (RT/CM)</i>	13
14	15 7:00 PM -Science, Technology, and Innovation Commission (RT)	16 7:00 PM -Closed Session 7:00 PM -City Council	17 6:00 PM -Energy and Environmental Sustainability Commission (EC)	18 6:30 PM -Bay Area Water Supply Conserv Agency (CM) 7:00 PM -Public Safety and Emergency Preparedness Commission (KD)	19	20
21	22 7:00 PM -Arts Commission (RT)	23	24 7:00 PM -Planning Commission	25 4:00 PM -Silicon Valley Regional Interoperability Authority (SVRIA) (KD)	26	27
28	29 7:00 PM -Library and Education Commission (EC)	30	31  Cesar Chavez Day City Hall Closed			

**Finance Subcommittee will meet only as needed*

MEETING MINUTES CITY OF MILPITAS

Minutes of: Special Meeting of the Milpitas City Council
Date: Tuesday, February 11, 2021
Time: 5:30 PM Study Session
Location: Meeting held via teleconference/zoom webinar online
Milpitas, CA

CALL TO ORDER Mayor Tran called the virtual special City Council meeting to order at 5:35 PM. City Clerk called the roll. The meeting took place via teleconference/zoom webinar.

PRESENT: Mayor Tran, Vice Mayor Montano, Councilmembers Chua, Dominguez, and Phan

ABSENT: None

PLEDGE Mayor Tran led the pledge of allegiance.

APPROVE AGENDA The agenda for the special meeting was approved by a unanimous vote of the City Council.

ANNOUNCEMENT OF CONFLICT OF INTEREST AND CAMPAIGN CONTRIBUTIONS City Attorney Diaz asked the Mayor and City Councilmembers if they had any personal conflicts of interest or reportable campaign contributions. He noted that if there are any detailed discussions on the Pines Parking Program, Vice Mayor Montano may recuse and for any detailed discussions for the Midtown Specific Plan, Mayor Tran may recuse. City Attorney Diaz, by roll call, asked if there were any other conflicts of interest, no conflicts of interest or contributions were reported.

CODE OF CONDUCT City Attorney Diaz read aloud the City Council Code of Conduct.

APPROVAL OF AGENDA Motion: to approve the February 11, 2021, special meeting agenda, as submitted.

Motion/Second: Mayor Tran / Vice Mayor Montano

Motion carried by a vote of: AYES: 5
NOES: 0

PUBLIC FORUM The following spoke during the public forum:
1. Urvishkumar Mehta

DISCUSSION

Draft Capital Improvement Program FY 2021-2026 City Engineer Steve Erickson presented the next Capital Improvement Program (CIP) plan for Fiscal Years 2022-2026. He provided a timeline for the proposed CIP and reviewed the accomplishments in fiscal year 2020-21, highlighting completed project and projects underway

The CIP consists of six project categories, with identified projects included within each. This year a new category was added to track projects beyond five years; these projects are currently unfunded. City Engineer Erickson reviewed the progress made on the projects during the current fiscal year, 2020-21, and provided a summary of the five-

year funding. The total estimated CIP cost at the end of five years is \$120.6 million, with \$70.1 million of that total unfunded. City Engineer Erickson reviewed future projects beyond five years and stated that the anticipation funding need is \$171.6 million.

Recreation Services Director Renee Lorentzen gave an update on the girl's Bobby Sox softball fields and presented three potential project locations with four concept options and associated costs. Recreation Services Director Lorentzen gave a project timeline and possible interim solutions.

City Engineer Erickson summarized the proposed funding in the 2022-26 CIP draft document and reviewed the next steps. The annual five-year CIP is scheduled to be adopted by City Council on April 6.

The following spoke during Public Comment:

1. Urvishkumar Mehta
2. Tina Ortiz
3. Rosie Walker

Councilmember Phan stated support for the proposed softball fields at Cardoza Park.

Mayor Tran stated that he would like to see the softball project moved to year two or three.

Councilmember Dominguez requested information on the Joint Use Agreement between the City and the school district to use the softball fields and wanted information on the original amount of City funds allocated to enhance the fields. She commented on moving this project to year two and stated support for the proposed Cardoza Park location. Councilmember Dominguez also requested a specific plan for the Bobby Sox to have a field in the interim before the City moves into a partnership with any initiative with the school district.

Vice Mayor Montano commented on amending the Joint Use Agreement to ensure softball fields for the girls to use.

Councilmember Chua stated support for the Cardoza Park location and commenting on concerns with the Joint Use Agreement with the school district.

Councilmember Phan commented on exploring external funding sources for the softball fields.

Mayor Phan stated support for the City creating a Memorandum of Understanding (MOU) with the Bobby Sox organization.

Councilmember Dominguez stated that she supports an MOU and commented on the Joint Use Agreement. She requested that staff not terminate the current agreement until a new one is brought forward.

Assistant City Manager Kantak provided clarification on the Joint Use Agreement and confirmed with the Mayor that the direction to create an MOU with the Bobby Sox would be related to interim use only.

ADJOURNMENT

Motion: to adjourn the special meeting.

Motion/Second: Councilmember Phan / Mayor Tran

Motion carried by a vote of:

AYES: 5
NOES: 0

Mayor Tran adjourned the special City Council meeting at 7:13 PM.

The foregoing minutes were approved by the Milpitas City Council on March 2, 2021.

Wendy Wood, City Clerk

CITY OF MILPITAS MEETING MINUTES

Minutes of: Regular Meeting of the Milpitas City Council
Date: Tuesday, February 16, 2021
Time: 6:00 PM Closed Session
7:00 PM Open Session
Location: Meeting held via teleconference/zoom webinar online
Milpitas, CA

CALL TO ORDER

Mayor Tran called the regular meeting to order at 6:00 PM. City Clerk Wendy Wood called the roll. The meeting took place via teleconference/zoom webinar.

PRESENT: Mayor Tran, Vice Mayor Montano, Councilmembers Chua, Dominguez, and Phan.

ABSENT: None

CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(d)(1)

City as Plaintiff

County Sanitation District 2-3, West Valley Sanitation District, Burbank Sanitary District, Cupertino Sanitary District, and City of Milpitas v. City of San Jose, City of Santa Clara
City Council reconvened to the public portion of the meeting at 7:35 PM.

CLOSED SESSION ANNOUNCEMENT

City Attorney Diaz announced there was no reportable action out of Closed Session.

PLEDGE

Mayor Tran led all in the Pledge of Allegiance.

INVOCATION

Vice Mayor Montano conducted the invocation, reading the scripture from *Corinthian 1* Chapter 13, verse 438 "Love."

PUBLIC FORUM

The following spoke during Public Comment:

1. Barbara Jo "BJ" Navarro
2. Voltaire Montemayor
3. Urvishkumar Mehta
4. Allysson McDonald
5. Bill Korby
6. Jessica Yu

ANNOUNCEMENTS & FUTURE AGENDA ITEMS

City Manager Steve McHarris stated he had no announcements.

Councilmember Phan made a request to agendize the following:

1. An amendment to the existing ordinance for third-party food delivery vendor services to prohibit regulatory response fees. Mayor Tran supported the request.
2. A discussion to explore opportunity housing and prohibit single-family zoning. Stating that it can provide an opportunity to explore a diverse stock of housing and expand on the existing Accessory Dwelling Unit (ADU) ordinance.

Councilmember Dominguez spoke about Laura's Law, stating that the County would be voting on it the following day and requested that the City Manager send a document

After the agenda was posted, staff sent the List of Agenda Items Requested by City Councilmembers.

City Clerk Wood stated that item 12 was missing the List of Proposed Committee and Alternate Committee Members.

Motion: to postpone item 12 to the next regular City Council meeting.

Motion/Second: Mayor Tran / Vice Mayor Montano

Motion carried by a vote of: AYES: 5
NOES: 0

The following items were added to the Consent Calendar:

1. Agenda Item No. 9: Adopt Urgency Ordinance No. 310 Temporarily Suspending Penalties for Delinquent Fire Permit Fees
2. Agenda Item No. 10: Adopt a Resolution Authorizing the License Tax Collector to Delay or Waive Collection of the Business License Tax
3. Agenda Item No. 11: Consider Recommendations from Mayor Tran for Appointments and Removal for City Commissions
4. Agenda Item No. 14: Receive and Direct Staff on List of Agenda Items Requested by City Councilmembers
5. Agenda Item No. 15: Receive Preview List of Anticipated Items for the Next Regular City Council Meeting Scheduled on March 2, 2021

Motion: to approve the modified Consent Calendar, including Items No. C1 – C6 and Agenda Item No. 9, 10 (Councilmember Phan Recused), 11, 14, and 15 with noted items.

Motion/Second: Mayor Tran / Vice Mayor Montano

Motion carried by a vote of: AYES: 5
NOES: 0

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| C1. Council Calendar | Received the City Council calendar of upcoming meetings for February and March 2021. |
| C2. Meeting Minutes | Approved the meeting minutes of the January 26, 2021, Special City Council Meeting and February 2, 2021, Regular City Council meetings, as drafted by the Deputy City Clerk and submitted to Council. |
| C3. Adopt Resolution | Adopt Resolution No. 9040 granting acceptance of City improvements constructed by Valley Water District as part of the Lower Berryessa Creek Flood Protection Work and authorize reimbursement to Valley Water District for the Construction Cost of City Improvements completed. |
| C4. Adopt Resolution | Adopt Resolution No. 9041 granting acceptance of public improvements for Siena Amalfi II Subdivision at 600 Amalfi Loop, Tract 10420, Public Improvement Plan No. 2-1359; approving a reduction in the faithful performance bond to \$4,500, which shall be subject to and in effect for the duration of a one-year warranty period; and granting authorization to the City Engineer to release the performance bond after the one-year |

warranty period, without further City Council action, provided all required warranty work is completed to the satisfaction of the City Engineer.

C5. Five-Year Professional Services Agreement with JPMorgan Chase Bank, N.A.

Approve and authorize the City Manager to execute the Government Merchant Processing Agreement, Commercial Card Participation Agreement, and the five-year Professional Services Agreement and related banking services implementation documents with JPMorgan Chase Bank, N.A. to provide comprehensive banking services subject to annual appropriation of funds.

C6. Accept Commissioner Resignations

Accept the resignations of George Chen from the Community Advisory Commission; Binh Nguyen from the Science, Technology and Innovation Commission; Aakar Shah from the Parks, Recreation and Cultural Resources; and Vicky Young from the Public Safety and Emergency Preparedness Commission; and confirm noticing of the unscheduled vacancies.

LEADERSHIP

7. Report on 2021 Citywide Community Engagement Survey

Assistant City Manager Kantak gave a brief presentation on the 2021 Citywide Community Engagement Survey report.

Curtis Below, Partner and COO of FM3 Research, presented results from the community survey.

The following spoke during Public Comment:

1. Voltaire Montemayor
2. Urvishkumar Mehta
3. Frank Bush

No motion was made for this agenda item.

8. FY 2020-21 Second Quarter Financial Status Report and Mid-Year Budget Amendments

Deputy City Manager Rossmann presented the FY 2020-21 Second Quarter Financial Status Report and the mid-year budget adjustments.

The following spoke during Public Comment:

1. Voltaire Montemayor
2. Urvishkumar Mehta
3. Allysson McDonald
4. R. Walker

Motion: to review the FY 2020-21 Quarterly Financial Status Report for the Quarter Ending December 31, 2020; approve FY 2020-2021 Mid-Year Budget Amendments; and establish the "Public Art" Capital Improvement Project.

Motion/Second: Mayor Tran / Councilmember Dominguez

Motion carried by a vote of:

AYES: 5
NOES: 0

C9. Urgency Ordinance No. 310

Adopt Urgency **Ordinance No. 310** temporarily suspending penalties for delinquent fire permit fees.

This item was moved onto the Consent Calendar.

City Attorney Diaz read aloud the title of Ordinance 310, "An Urgency Ordinance of the City Council of the City of Milpitas Temporarily Suspending Penalties for Delinquent Fire Permit Fees in Chapter 300, Section 2.32 of Title V of the Milpitas Municipal Code"

Approved as follows:

Motion/Second: Mayor Tran / Vice Mayor Montano

Motion carried by a vote of: AYES: 4
NOES: 0

C10. Resolution - Delay or Waive Collection of the Business License Tax

Adopt **Resolution No. 9042** authorizing the License Tax Collector to Delay or Waive Collection of the Business License Tax.

This item was moved onto the Consent Calendar and approved as follows.

Motion/Second: Mayor Tran / Vice Mayor Montano

Motion carried by a vote of: AYES: 4
NOES: 0
RECUSED: 1 (Councilmember Phan)

REPORTS

C11. Appointments and Removal for City Commissions

Receive Mayor Tran's recommendations and approve recommendations for final appointment by the Mayor for Energy & Environmental Sustainability Commission; and approve the recommendation of two removals by the Mayor for the Parks, Recreation, and Cultural Resources Commission.

This item was moved onto the Consent Calendar and approved as follows.

Motion/Second: Mayor Tran / Vice Mayor Montano

Motion carried by a vote of: AYES: 5
NOES: 0

12. Appointments to the Measure F Oversight Committee

Motion: to postpone to the next regular City Council meeting.

Motion/Second: Mayor Tran / Vice Mayor Montano

Motion carried by a vote of: AYES: 5
NOES: 0

13. Discuss Allocation of Fund Towards Hotel Vouchers for Homeless Residents

Councilmember Chua presented a proposed pilot program for 30-days to provide hotel vouchers for the most vulnerable Milpitas Residents during the winter of 2021.

The following spoke during Public Comment:

1. Voltaire Montemayor
2. Urvishkumar Mehta
3. Yolanda Garcia
4. Allysson McDonald
5. Jessica Yu

Mayor Tran commented on the need for a more detailed policy framework.

Council discussed the proposed program providing feedback and commented on the contract passed in November of 2020 with the Santa Clara County, for homeless outreach, assessment, and street-based case management services.

Motion: to amend the item to implement a pilot program for 30 days with a seven-day hotel voucher from the lowest responsible bidder in Milpitas, for senior citizens ages 55 and older, disabled individuals with the proper medical record, and school district

students and their families for an amount not to exceed \$25,000. Mayor Tran stated that he would give his travel budget of \$5,000 and his budget for an intern to fund this program. Councilmember Chua stated that she would do the same.

Motion/Second: Mayor Tran / Councilmember Chua

Motion failed by a vote of: AYES: 2
NOES: 2
ABSTAIN:1

NEXT AGENDA PREVIEW

C14. Preview Agenda Items Received list of anticipated agenda items for the March 2, 2021, Regular City Council meeting.

This item was moved onto the Consent Calendar and approved as follows.

Motion/Second: Mayor Tran / Vice Mayor Montano

Motion carried by a vote of: AYES: 5
NOES: 0

ADJOURNMENT

Mayor Tran adjourned the meeting at 11:16 PM.

The foregoing minutes were approved by Milpitas City Council on March 2, 2021.

***Wendy Wood
City Clerk***



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Adopt a Resolution Initiating Proceedings for the Annual Levy and Collection of Assessments and Ordering the Preparation of the Annual Engineer's Report for Landscaping and Lighting Maintenance Assessment District No. 95-1 (McCarthy Ranch)
Category:	Consent Calendar-Community Development
Meeting Date:	3/2/2021
Staff Contact:	Steve Erickson 408-586-3301
Recommendation:	Adopt a Resolution Initiation Proceedings for the Annual Levy and Collection of Assessments and Ordering the Preparation of the Annual Engineer's Report for Landscaping and Lighting Maintenance Assessment District No. 95-1 (McCarthy Ranch)

Background:

On May 2, 1995, the City Council completed its proceedings in accordance with and pursuant to the Landscaping and Lighting Act of 1972, establishing the Landscaping and Lighting Maintenance Assessment District No. 95-1 (McCarthy Ranch) (LLMD 95-1) to provide for improvement and maintenance of public landscaping, irrigation, pedestrian lighting, gateway columns and entry signs along portions of North McCarthy Boulevard and the Ranch Drive gateway between State Route 237 and Dixon Landing Road.

Analysis:

The Landscaping and Lighting Act of 1972 requires adoption of a resolution directing preparation of the annual Engineer's Report evaluating LLMD 95-1 maintenance and improvement costs and generally describing any proposed new improvements or any substantial changes in existing improvements. At subsequent meetings, the City Council will be asked to approve the completed Engineer's Report and to schedule a public hearing for the proposed assessment in May and June 2021. Upon City Council approval, the assessment for the maintenance and improvement work will be added to the 2021-22 property tax bills of property owners within the boundaries of LLMD 95-1.

Policy Alternatives:

Alternative 1:

Not adopt a resolution initiating proceeding for the annual levy and collection of assessments and ordering the preparation of the annual engineer's report for LLMD 95-1.

Pros: None

Cons: The Landscaping and Lighting Act of 1972 requires the legislative body adopt the resolution, not adopting the resolution would jeopardize the City's ability to collect assessments for the maintenance and upkeep of LLMD 95-1.

Reason not recommended: To allow for the continued maintenance for LLMD 95-1, staff recommends ordering the preparation of the annual Engineer's Report to begin the proceedings for the levy and collection of assessments for fiscal year 2021/22.

Fiscal Impact:

The levy and collection of assessments provides a funding resource for the City to improve and maintain public landscaping, irrigation, pedestrian lighting, gateway columns and entry signs within LLMD 95-1.

California Environmental Quality Act:

Levy and collection of assessment is not considered a project under CEQA as there will be no direct or reasonably foreseeable indirect physical change in the environment.

Recommendation:

Adopt a resolution directing the preparation of the annual Engineer's Report for LLMD No. 95-1.

Attachments:

Resolution

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS, INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE LANDSCAPING AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT NO. 95-1 (MCCARTHY RANCH) FOR FISCAL YEAR 2021/22, ORDERING THE PREPARATION OF THE ANNUAL ENGINEER'S REPORT, AND MAKING CERTAIN FINDINGS RELATED THERETO

WHEREAS, on May 2, 1995, the City Council (the "City Council") of the City of Milpitas (the "City") completed its proceedings in accordance with and pursuant to the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) (the "Act") to establish Landscaping and Lighting Maintenance Assessment District No. 95-1 (McCarthy Ranch) (the "Maintenance District"), for the purpose of paying for the installation, construction, maintenance and/or servicing of certain improvements authorized under the Act, and incidental expenses in connection therewith (collectively, the "Improvements"); and

WHEREAS, Section 22620, *et seq.* of the Act provides for the levy of annual assessments after formation of the Maintenance District; and

WHEREAS, the City has retained NBS Government Finance Group as assessment engineer for the purpose of assisting with the annual levy of the Maintenance District, and the preparation and filing of a report in accordance with Section 22565, *et seq.*, of the Act (the "Engineer's Report"); and

WHEREAS, pursuant to Section 22622 of the Act, the City Council wishes to initiate proceedings to provide for the levy of assessments for Fiscal Year 2021/22 in order to provide funding for the necessary costs and expenses pertaining to the maintenance of the Improvements within the Maintenance District.

NOW, THEREFORE, the City Council hereby finds, determines, and resolves as follows:

1. The City Council has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. Engineer's Report: The City Council hereby orders NBS Government Finance Group to prepare and file with the City Clerk the Engineer's Report concerning the levy and collection of assessments within the Maintenance District for the fiscal year commencing July 1, 2021, and ending June 30, 2022, in accordance with Section 22565, *et seq.*, of the Act.
3. New Improvements or Changes to Existing Improvements: There are no changes to existing Improvements nor are there any items being added to the list of Improvements previously approved at the formation of the Maintenance District.

PASSED AND ADOPTED this ____ day of _____, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Wendy Wood, City Clerk

Rich Tran, Mayor

APPROVED AS TO FORM:

Christopher J. Diaz, City Attorney

CITY OF MILPITAS
LANDSCAPING MAINTENANCE DISTRICT (LMD) 95-1
(N.T.S.)



2021-2022 FISCAL YEAR LANDSCAPE AREA FUNDED FOR MAINTENANCE



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Adopt a Resolution Initiating Proceedings for the Annual Levy and Collection of Assessments and Ordering the Preparation of the Annual Engineer's Report for Landscaping and Lighting Maintenance Assessment District No. 98-1 (Sinclair Horizon)
Category:	Consent Calendar-Community Development
Meeting Date:	3/2/2021
Staff Contact:	Steve Erickson 408-586-3301
Recommendation:	Adopt a Resolution Initiating Proceedings for the Annual Levy and Collection of Assessments and Ordering the Preparation of the Annual Engineer's Report for Landscaping and Lighting Maintenance Assessment District No. 98-1 (Sinclair Horizon)

Background:

On June 16, 1998, the City Council completed its proceedings in accordance with and pursuant to the Landscaping and Lighting Act of 1972, establishing the Landscaping and Lighting Maintenance Assessment District No. 98-1 (Sinclair Horizon) (LLMD 98-1) to provide for improvement and maintenance of public landscaping, irrigation, and pedestrian walking path adjacent to Sinclair Frontage Road and Los Coches Creek abutting the Sinclair Horizon residential subdivision.

Analysis:

The Landscaping and Lighting Act of 1972 requires adoption of a resolution directing preparation of the annual Engineer's Report evaluating LLMD 98-1 maintenance and improvement costs and generally describing any proposed new improvements or any substantial changes in existing improvements. At subsequent meetings, the City Council will be asked to approve the completed Engineer's Report and to schedule a public hearing for the proposed assessment in May and June 2021. Upon City Council approval, the assessment for the maintenance and improvement work will be added to the 2021-22 property tax bills of property owners within the boundaries of LLMD 98-1.

Policy Alternatives:

Alternative 1:

Not adopt a resolution initiating proceeding for the annual levy and collection of assessments and ordering the preparation of the annual engineer's report for LLMD 98-1.

Pros: None

Cons: The Landscaping and Lighting Act of 1972 requires the legislative body adopt the resolution, not adopting the resolution would jeopardize the City's ability to collect assessments for the maintenance and upkeep of LLMD 98-1.

Reason not recommended: To allow for the continued maintenance for LLMD 98-1, staff recommends ordering the preparation of the annual Engineer's Report to begin the proceedings for the levy and collection of assessments for fiscal year 2021/22.

Fiscal Impact:

The levy and collection of assessments provides a funding resource for the City to improve and maintain public landscaping, irrigation, and pedestrian walking path within LLMD 98-1.

California Environmental Quality Act:

Levy and collection of assessment is not considered a project under CEQA as there will be no direct or reasonably foreseeable indirect physical change in the environment.

Recommendation:

Adopt a resolution directing the preparation of the annual Engineer's Report for LLMD No. 98-1.

Attachments:

Resolution

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS, INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE LANDSCAPING AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT NO. 98-1 (SINCLAIR HORIZON) FOR FISCAL YEAR 2021/22, ORDERING THE PREPARATION OF THE ANNUAL ENGINEER'S REPORT, AND MAKING CERTAIN FINDINGS RELATED THERETO

WHEREAS, on June 16, 1998, the City Council (the "City Council") of the City of Milpitas (the "City") completed its proceedings in accordance with and pursuant to the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) (the "Act") to establish Landscaping and Lighting Maintenance Assessment District No. 98-1 (Sinclair Horizon) (the "Maintenance District"), for the purpose of paying for the installation, construction, maintenance and/or servicing of certain improvements authorized under the Act, and incidental expenses in connection therewith (collectively, the "Improvements"); and

WHEREAS, Section 22620, *et seq.* of the Act provides for the levy of annual assessments after formation of the Maintenance District; and

WHEREAS, the City has retained NBS Government Finance Group as assessment engineer for the purpose of assisting with the annual levy of the Maintenance District, and the preparation and filing of a report in accordance with Section 22565, *et seq.*, of the Act (the "Engineer's Report"); and

WHEREAS, pursuant to Section 22622 of the Act, the City Council wishes to initiate proceedings to provide for the levy of assessments for Fiscal Year 2021/22 in order to provide funding for the necessary costs and expenses pertaining to the maintenance of the Improvements within the Maintenance District.

NOW, THEREFORE, the City Council hereby finds, determines, and resolves as follows:

1. The City Council has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. Engineer's Report: The City Council hereby orders NBS Government Finance Group to prepare and file with the City Clerk the Engineer's Report concerning the levy and collection of assessments within the Maintenance District for the fiscal year commencing July 1, 2021, and ending June 30, 2022, in accordance with Section 22565, *et seq.*, of the Act.
3. New Improvements or Changes to Existing Improvements: There are no changes to existing Improvements nor are there any items being added to the list of Improvements previously approved at the formation of the Maintenance District.

PASSED AND ADOPTED this ____ day of _____, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Wendy Wood, City Clerk

Rich Tran, Mayor

APPROVED AS TO FORM:

Christopher J. Diaz, City Attorney

CITY OF MILPITAS
LANDSCAPING MAINTENANCE DISTRICT (LMD) 98-1
(N.T.S.)



2021-2022 FISCAL YEAR LANDSCAPE AREA FUNDED FOR MAINTENANCE



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Adopt a Resolution Authorizing the City Manager to Engage in Legislative Advocacy related to the COVID-19 Pandemic
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	3/2/2021
Staff Contact:	Walter C. Rossmann, 408-586-3111
Recommendation:	Adopt a Resolution Authorizing the City Manager to Engage in Legislative Advocacy related to the COVID-19 Pandemic

Background:

As discussed during the FY 2020-21 Mid-Year budget presentation, staff is closely tracking developments in Washington regarding the latest coronavirus relief to state local, tribal and territorial governments through legislative advocacy organizations such as the National League of Cities or the League of California Cities as well as staff's professional organizations such as the International City Manager Association and the Government Finance Officers Association.

Analysis:

In order to ensure success of legislative advocacy through the various groups mentioned above, it is imperative that the City send supporting letters to federal and state legislators. Currently, such process requires that the Council approve individual letters of support during a public meeting.

Adoption of the attached resolution will streamline the City's legislative advocacy process and allow staff to expeditiously express the City's position on any legislative change related to pandemic. The guiding principles for this legislative advocacy include but are not limited to:

- Maximize federal, state, and regional funding for City costs incurred and financial support for our residents and businesses to improve the City's financial position and spur local economic recovery and development.
- Align with approved policies such as the City's Statement of Values, the General Plan, or Fiscal Policies.
- Support the League of California Cities and National League of Cities positions that benefit the City of Milpitas.

Policy Alternatives:

Alternative 1: Do not approve the resolution authorizing the City Manager to engage in legislative advocacy related to the COVID-19 Pandemic

Pros: None.

Cons: The Council will have to review and approve all communication for legislative advocacy related to the COVID-19 Pandemic and this may hamper the City's ability to respond to these issues related in a timely manner.

Reason not recommended: With the authority to advocate, the Administration can expediently respond to legislative issues related to the COVID-19 Pandemic.

Fiscal Impact:

Not applicable.

California Environmental Quality Act:

Not applicable.

Recommendation:

Adopt a Resolution Authorizing the City Manager to Engage in Legislative Advocacy related to the COVID-19 Pandemic.

Attachment

Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS AUTHORIZING THE
CITY MANAGER TO ENGAGE IN LEGISLATIVE ADVOCACY RELATED TO THE
COVID-19 PANDEMIC**

WHEREAS, the COVID-19 Pandemic has severely impacted our economy and the City's economically sensitive tax revenues; and

WHEREAS, the President of the United States proposed a \$1.9 trillion coronavirus relief bill; and

WHEREAS, on Friday, February 18, 2021, the House of Representatives released its version of the Bill and scheduled it for approval the U.S. Senate will be deliberating the Bill during the week of February 22, 2021; and

WHEREAS, the House version of the Bill includes a \$350 billion allocation for local governments to cover costs incurred as a result of the emergency; to replace revenue lost, delayed, or decreased as a result of the emergency, as determined based on revenue projections as of January 27, 2020; or to address the negative economic impacts of the emergency; and

WHEREAS, staff is closely tracking developments in Washington regarding the latest coronavirus relief to state, local, tribal and territorial governments through legislative advocacy organizations such as the National League of Cities or the League of California Cities, as well as staff's professional organizations such as the International City Manager Association and the Government Finance Officers Association; and

WHEREAS, legislative advocacy organizations have requested that local agencies send letters of support to Congress on short notice; and

WHEREAS, the City Manager seeks authorization to engage in legislative advocacy related to the COVID-19 Pandemic in order to expediently respond to changes in legislation.

NOW, THEREFORE, the City Council of the City of Milpitas hereby finds, determines, and resolves as follows:

1. The City Council has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. The City Manager is authorized to engage in legislative advocacy related to the COVID-19 Pandemic.
3. The approval of this Resolution does not commit the City to any action that would have the potential for causing a significant effect on the environment as this Resolution will allow for general legislative advocacy with no clear commitment to any future project. As a result, there is no potential impact on the environment from this action per the California Environmental Quality Act ("CEQA") Guidelines Section 15061(b)(3). Further, this action is also exempt under CEQA Guidelines Section 15378(b)(4) as other governmental fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment.

PASSED AND ADOPTED this ____ day of _____, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Wendy Wood, City Clerk

Rich Tran, Mayor

APPROVED AS TO FORM:

Christopher J. Diaz, City Attorney



CITY OF MILPITAS

OFFICE OF THE CITY MANAGER

455 EAST CALAVERAS BOULEVARD, MILPITAS, CALIFORNIA 95035-5479
PHONE: 408-586-3059, www.ci.milpitas.ca.gov

February 25, 2021

The Honorable Congressman Ro Khanna
U.S. House of Representatives
Washington, DC 20515

via E-mail:
Simeone.Chien@mail.house.gov

RE: Support for Federal Relief Package for Cities

Dear Congressman Khanna:

The City of Milpitas writes today to offer our strong endorsement of the budget reconciliation language providing \$350 billion in direct and flexible aid for our states, cities, counties, tribes, and territories. We encourage the U.S. House of Representatives to swiftly pass this urgently needed aid and distribute it to cities immediately.

Our country's economic crisis from the pandemic is not over, and our cities are still waiting to receive meaningful levels of federal aid. By separating, and ultimately dropping, state and local aid from the omnibus appropriations and emergency spending bill in December, Congress has injected significant uncertainty into the capability of local governments to carry out their operations, just as a third wave of COVID-19 infections threatened to spread uncontrollably.

[Based on the most recently available fiscal data and updated survey results from the National League of Cities, municipal governments nationwide are facing a \\$90 billion shortfall to their current year revenues.](#)

For nearly a year, California cities have been on the front lines taking action to protect their residents and maintain the delivery of essential city services, despite the substantial unplanned expenses and revenue shortfalls caused by the pandemic. Cities are managing resources to support the efforts of first responders, coordinating regionally with other leaders across jurisdictional lines, enacting difficult and fiscally challenging emergency measures to slow the coronavirus epidemic, passing ordinances to limit the worst economic outcomes for residents and small businesses on the margins, and spending as necessary to protect public health and the economy in this extraordinary time. Despite significant reduction in General Fund revenues, the City invested over \$4 million in response to the pandemic in calendar year 2020. The investments included supporting testing efforts within the city including establishing a Fire Department administered mobile testing site, supporting our local businesses and vulnerable residents, and ensuring that our employees including first responders are safe.

At the same time, the still urgent, unmet need for federal aid has struck at the heart of local capacity to both carry out emergency response and participate in economic recovery. Without support, cities have been forced to cut budgets, services, and jobs. The City of Milpitas has lost nearly \$16 million, or 15%, of its General Fund revenues due to the pandemic and expects key economically sensitive revenues such as Hotel/Motel Tax to be depressed for several years. Therefore, the City had to cut positions and reduce services, negotiate wage concessions, and seek a temporary tax increase.

Without additional emergency funding in appropriate, fair, and equitable allocations for all cities, counties, and states, a preventable setback to response, recovery, and vaccination distribution, will be unavoidable. We urge you to maintain the following provisions in the reconciliation bill to reverse the fiscal shortfalls resulting from the pandemic:

- Emergency funding should be fair and appropriate for each and every local government, with no minimum population threshold for eligibility.
- Aid should be directly allocated through familiar and proven government revenue sharing programs.
- Entanglement of state and local funding should be minimized.

To be clear, our cities are not asking for a “bail-out” of local governments. Rather, we are seeking an emergency lifeline so local governments can delay and ultimately avoid making temporary cuts permanent at a time when our communities need local services most, laying-off furloughed city and county employees who comprise a large share of America’s middle class, and indefinitely cancelling capital projects that will further impact economic recovery.

Ultimately, we are seeking emergency federal assistance that will ensure local leaders are part of the solution to our country’s economic recovery.

We appreciate the thoughtful work of the drafting committees to ensure that aid to our states, cities, counties, tribes, and territories will be distributed fairly, so communities of all sizes can receive the help they need. As the House and Senate consider this legislation we ask that you maintain the \$350 billion fund that will get aid quickly to all corners of the country including your constituents.

Sincerely,



Steven G. McHarris

City Manager

City of Milpitas



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Approve and Authorize the City Manager to Issue a Purchase Order for the Purchase of Six Police Vehicles from the National Auto Fleet Group through a Cooperative Procurement Contract with Sourcewell and related Budget Amendment
Category:	Consent Calendar-Public Safety
Meeting Date:	3/2/2021
Staff Contact:	Captain Frank Morales, 408-586-2434; Chris Schroeder, 408-586-3161
Recommendation:	Approve and authorize the City Manager to Issue a Purchase Order for the Purchase of Six Police Vehicles from the National Auto Fleet Group through a Cooperative Procurement Contract with Sourcewell and Appropriate \$107,842 from the Equipment Fund

Background:

On June 2, 2020 as part of the fiscal year 2020-21 operating budget, City Council approved the purchase of three (3) vehicles for the Police Department to replace existing vehicles. For next fiscal year, another three (3) vehicles are scheduled for replacement consistent with Section 30.00 of the Memorandum of Understanding between the City and the Milpitas Police Officers Association, which states in part that “reasonable efforts shall be made to replace Police patrol vehicles before such vehicles have acquired 75,000 miles, provided that if said vehicles are safe and suitable for patrol purposes after 75,000 miles, they may remain in service for another 15,000 miles or a total of 90,000 miles.” All six vehicles recommended for replacement have a mileage balance in excess of 75,000 miles.

In accordance with the City of Milpitas Municipal Code Section I-2-3.05 titled “Public Agency Purchases,” it states in part that the Purchasing Agent may purchase supplies and services without complying with the quotation or bidding requirements of this Chapter, if such purchases are based on an agreement or entered into by any public agency or cooperative purchasing program utilizing public agency procurements as the basis for contracts offered, regardless of whether the City is a named party to the agreement or an actual participant in such a program, provided that:

- i. The underlying purchase was made using competitive negotiation or procurement procedures, and may include a nationally bid cooperative contract; and
- ii. The public agency is a “public agency” as defined in Government Code section 6500.

The referenced Government Code section defines “public agency” as including, but is not limited to, the federal government or any federal department or agency, this state, another state or any state department or agency, a county, county board of education, county superintendent of schools, city, public corporation, public district, regional transportation commission of this state or another state, a federally recognized Indian tribe, or any joint powers authority formed pursuant to this article by any of these agencies

On December 8, 2016 the National Joint Powers Alliance (NJPA) solicited Request for Proposal (RFP) No. 120716 for “Vehicles, Cars, Vans, SUV’s, and Light Trucks with Related Equipment, Accessories and Services”. On January 16, 2017 contract No. 120716-NAF was awarded by NJPA to National Auto Fleet Group pursuant to the aforementioned RFP. The contract period runs from January 17, 2017 to January 17, 2021. On June 17, 2020 Sourcewell (formerly NJPA) exercised its option and extended the contract for a fifth year to January 17, 2022. On June 6, 2018, NJPA changed its organization’s name to Sourcewell, and all prior agreements entered

into with NJPA will continue in full force and effect in accordance with their respective contract terms and conditions.

Analysis:

Staff recommends a cooperative purchase for the vehicles through Sourcewell (formerly National Joint Powers Alliance). The Purchasing Agent reviewed all of the documentation from Sourcewell regarding RFP No. 120716 and has determined that the underlying purchase was made using competitive bidding procedures. Further, Sourcewell is a local government unit, public corporation and public agency under the legislative authority of Minnesota Statute 123A.21.Feb 24, 2017. Sourcewell is authorized to establish competitively awarded cooperative purchasing contracts on behalf of itself and its member agencies. The City of Milpitas has been a member of National Joint Powers Alliance (NJPA) since 2008.

The purchase of the six police vehicle in the amount of \$303,821 will be made through the National Auto Fleet Group funded through the Equipment Fund (\$208,416) and from the Police Department operating budget (\$95,405.30).

Policy Alternatives:

Alternative 1: Purchase vehicles using a request for proposal (RFP)

Pros: An RFP allows the City to test the market for pricing.

Cons: Alternatively, a cooperative purchase allows for economies of scale by bringing together multiple organizations and their purchasing requirements, allow for more buying and negotiating power, and enables the City to obtain a better commercial deal than through a City RFP process.

Reason not recommended: Pricing under the cooperative procurement has already been negotiated under an RFP and reviewed by the Purchasing Agent as the best option for the City. Additionally, the acquisition would be delayed if the City issues its own solicitation.

Fiscal Impact:

The total cost for the purchase of the vehicles under the cooperative procurement contract is \$303,821. The equipment replacement fund allocation is \$208,416 of which staff recommends appropriating \$107,842. The difference between the total cost for the purchase and the equipment replacement fund allocation in the amount of \$95,405 is available in the Police Department's FY 2020-21 operating budget.

California Environmental Quality Act:

N/A

Recommendation:

Approve and Authorize the City Manager to Issue a Purchase Order for the Purchase of Six Police Vehicles from the National Auto Fleet Group through a Cooperative Procurement Contract with Sourcewell and Appropriate \$107,842 from the Equipment Fund.

Attachments:

Budget Change Form

City of Milpitas, California

BUDGET CHANGE FORM

Type of Change	From*		To*	
	Account	Amount	Account	Amount
Check one: ☒ Budget Appropriation ☐ Budget Transfer	500-2970	\$107,842	500-9304851	\$107,842

Authorize the Purchasing Agent to Purchase Six (6) Police Vehicles from the National Auto Fleet Group for a Total Amount of \$303,821.33 through a Cooperative Procurement Contract with Sourcewell.

Background:

On June 2, 2020 as part of the fiscal year 2020-21 operating budget, City Council approved the purchase of three (3) vehicles for the Police Department to replace existing vehicles. For next fiscal year, another three (3) vehicles are scheduled for replacement consistent with Section 30.00 of the Memorandum of Understanding between the City and the Milpitas Police Officers Association, which states in part that "reasonable efforts shall be made to replace Police patrol vehicles before such vehicles have acquired 75,000 miles, provided that if said vehicles are safe and suitable for patrol purposes after 75,000 miles, they may remain in service for another 15,000 miles or a total of 90,000 miles." All six vehicles recommended for replacement have a mileage balance in excess of 75,000 miles.

In accordance with the City of Milpitas Municipal Code Section I-2-3.05 titled "Public Agency Purchases," it states in part that the Purchasing Agent may purchase supplies and services without complying with the quotation or bidding requirements of this Chapter, if such purchases are based on an agreement or entered into by any public agency or cooperative purchasing program utilizing public agency procurements as the basis for contracts offered, regardless of whether the City is a named party to the agreement or an actual participant in such a program, provided that:

- i. The underlying purchase was made using competitive negotiation or procurement procedures, and may include a nationally bid cooperative contract; and
- ii. The public agency is a "public agency" as defined in Government Code section 6500.

The referenced Government Code section defines "public agency" as including, but is not limited to, the federal government or any federal department or agency, this state, another state or any state department or agency, a county, county board of education, county superintendent of schools, city, public corporation, public district, regional transportation commission of this state or another state, a federally recognized Indian tribe, or any joint powers authority formed pursuant to this article by any of these agencies

On December 8, 2016 the National Joint Powers Alliance (NJPA) solicited Request for Proposal (RFP) No. 120716 for "Vehicles, Cars, Vans, SUV's, and Light Trucks with Related Equipment, Accessories and Services". On January 16, 2017 contract No. 120716-NAF was awarded by NJPA to National Auto Fleet Group pursuant to the aforementioned RFP. The contract period runs from January 17, 2017 to January 17, 2021. On June 17, 2020 Sourcewell (formerly NJPA) exercised its option and extended the contract for a fifth year to January 17, 2022. On June 6, 2018, NJPA changed its organization's name to Sourcewell, and all prior agreements entered into with NJPA will continue in full force and effect in accordance with their respective contract terms and conditions.

Analysis:

Staff recommends a cooperative purchase for the vehicles through Sourcewell (formerly National Joint Powers Alliance). The Purchasing Agent reviewed all of the documentation from Sourcewell regarding RFP No. 120716 and has determined that the underlying purchase was made using competitive bidding procedures. Further, Sourcewell is a local government unit, public corporation and public agency under the legislative authority of Minnesota Statute 123A.21.Feb

24, 2017. Sourcewell is authorized to establish competitively awarded cooperative purchasing contracts on behalf of itself and its member agencies. The City of Milpitas has been a member of National Joint Powers Alliance (NJPA) since 2008.

The purchase of the six police vehicle in the amount of \$303,821.33 will be made through the National Auto Fleet Group funded through the Equipment Fund (\$208,416.00) and from the Police Department operating budget (\$95,405.30).

Policy Alternatives:

Alternative 1: Purchase vehicles using a request for proposal (RFP)

Pros: An RFP allows the City to test the market for pricing.

Cons: Alternatively, a cooperative purchase allows for economies of scale by bringing together multiple organizations and their purchasing requirements, allow for more buying and negotiating power, and enables the City to obtain a better commercial deal than through a City RFP process.

Reason not recommended: Pricing under the cooperative procurement has already been negotiated under an RFP and reviewed by the Purchasing Agent as the best option for the City. Additionally, the acquisition would be delayed if the City issues its own solicitation.

Fiscal Impact:

The total cost for the purchase of the vehicles under the cooperative procurement contract is \$303,821.33. The equipment replacement fund allocation is \$208,416 of which staff recommends appropriating \$107,842. The difference between the total cost for the purchase and the equipment replacement fund allocation in the amount of \$95,405.30 is available in the Police Department's FY 2020-21 operating budget.

California Environmental Quality Act:

N/A

Recommendation:

Authorize the City Manager to Issue a Purchase Order for the Purchase of Six Police Vehicles from the National Auto Fleet Group through a Cooperative Procurement Contract with Sourcewell and Appropriate \$107,842 from the Equipment Fund.

Attachments:

Budget Change Form

☐ **Check if City Council Approval required.**

Meeting Date: March 02, 2021

Requested by:	Department Head: Jared Hernandez	Date: March 02, 2021
Reviewed by:	Finance Director: Walter C. Rossmann	Date: March 02, 2021
Date approved by City Council, if required:		Confirmed by:



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	On Bids and Award Construction Contract to Johnson Controls Fire Protection LP in the amount of \$138,480.00 for the City Hall Fire Suppression System Repairs Project.
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	3/2/2021
Staff Contact:	Tony Ndah, 408-586-2602
Recommendation:	1. Receive report on bids and award construction contract to Johnson Controls Fire Protection LP, in the amount of \$138,480.00 for the City Hall Fire Suppression System Repairs project; 2. Authorize the Director of Public Works to negotiate and execute contract change order(s) in an aggregate amount not to exceed \$10,000.00 for the City Hall Fire Suppression System Repairs Project.

Background:

On August 15, 2020, the Milpitas City Hall fire suppression system experienced a partial system failure resulting in the activation of the sprinklers in the rotunda portion of the building. The failure was due to the overheating of a sprinkler sensor due to its proximity to the City Hall skylights in the rotunda. The failure resulted in the fire suppression system remaining inactive in a portion of the building, necessitating the implementation of an hourly fire watch program for the building.

Repair of the suppression system would involve performing work at heights of up to 70 feet to access the ceiling of the rotunda and require the use of scaffolding in order to facilitate the installation of the new sprinkler heads and repair of the suppression system. As such, Public Works staff coordinated with Purchasing in order to issue an invitation for bids for the City Hall fire suppression system repairs consistent with California Code of Regulations and National Fire Protection Association (NFPA) fire alarm and fire suppression system repair guidelines.

Analysis:

On October 6, 2020, the Purchasing Division released an Invitation for Bids under the Uniform Public Construction Cost Accounting Act ("Act"). Email notifications were sent to companies registered with the City via ProcureNow.com, the City's eProcurement system. Additionally, email notification to plan rooms and contractors registered with the City were sent in accordance with the Act.

Upon release, 93 firms received the solicitation notification and six (6) firms downloaded the related contract documents. The Purchasing Division received no bids by the October 23, 2020 deadline to respond to the IFB. The City then proceeded with negotiating a contract as authorized by California Public Contract Code 22038 which specifies "[i]f no bids are received through the formal or informal procedure, the project may be performed by negotiated contract ..."

The City negotiated directly with Johnson Controls Fire Protection LP as the firm has an extensive history providing maintenance of the City's various fire suppression systems and currently holds an on-call contract for repair services. The dollar amount of this project necessitates a separate contract specific for these repairs. Johnson Controls will be erecting a 70-foot scaffold in order to access the rotunda ceiling. The Contractor will then replace and upgrade the four fire sprinklers in the rotunda. The replacement sprinklers will be rated to

withstand higher temperatures and will not be set off by the extreme temperatures that occur near the ceiling due to the skylights.

Policy Alternatives:

Alternative 1: Direct City staff to re-bid the repair project.

Pros: Allows City to solicit bids from additional contractors capable of performing the work.

Cons: This would result in a delay in the completion of the repairs on the sprinkler system. City would continue to incur cost for implementation of the hourly fire watch program for the building.

Reason not recommended: Failure to execute the contract will result in significant delays to the fire suppression system repair. These delays will require staff to continue to maintain the fire watch during off hours at the building, resulting in additional costs to the City.

Fiscal Impact:

The cost to perform the repairs through a construction contract with Johnson Controls Fire Protection LP. is \$138,480.00. Staff is also requesting approval to execute contract change order(s) in an aggregate amount not to exceed \$10,000.00, for a total construction budget of \$148,480.00 for the Project. There are sufficient funds in Capital Improvement Project No. 3406 – Building Improvements (CP3406) for this contract and change order authorization.

California Environmental Quality Act:

This Project is exempt from CEQA under Class 1 - Section 15301 - Existing Facilities because they relate to the operation, repair, maintenance or minor alterations to a public facility involving no or negligible expansion of use.

Recommendation:

1. Receive report on bids and award construction contract to Johnson Controls Fire Protection LP, in the amount of \$138,480.00 for the City Hall Fire Suppression System Repairs project; and
2. Authorize the Director of Public Works to negotiate and execute contract change order(s) in an aggregate amount not to exceed \$10,000.00 for the City Hall Fire Suppression System Repairs Project.

Attachment

1. Short-Form Construction Contract with Johnson Controls Fire Protection LP.
2. Budget Change Form

CITY OF MILPITAS
CONSTRUCTION CONTRACT

MILPITAS CITY HALL FIRE SUPPRESSION SYSTEM REPAIR

1. PARTIES AND DATE.

This Contract is made and entered into this _____ by and between the City of Milpitas, a public agency and public corporation of the State of California ("City") and **Johnson Controls Fire Protection LP**, a corporation, with its principal place of business at **6952 Preston Ave. Suite A Livermore, CA 94551** ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Contract.

2. RECITALS.

2.1 City. City is a public agency organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain construction services required by the City on the terms and conditions set forth in this Contract. Contractor represents that it is duly licensed and experienced in providing **Milpitas City Hall Fire Suppression System Repair** related construction services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of City. The following license classifications are required for this Project: C-16 – Fire Protection Contractor

2.3 Project. City desires to engage Contractor to render such services for the **Milpitas City Hall Fire Suppression System Repair** ("Project") as set forth in this Contract.

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, a performance bond, a payment bond, and all insurance documentation, as required by the Contract.

3. TERMS

3.1 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto:

- Services/Schedule (Exhibit "A")
- Plans and Specifications (Exhibit "B")
- Special Conditions (Exhibit "C")
- Contractor's Certificate Regarding Workers' Compensation (Exhibit "D")
- Public Works Contractor Registration Certification (Exhibit "E")
- Payment and Performance Bonds (Exhibit "F")
- Insurance Requirements (Exhibit "G")
- Federal Requirements (Exhibit "H")
- Addenda
- Change Orders executed by the City

- Current Edition of the Caltrans Standard Specifications, Excluding Division I (Sections 1-9)
- Current Edition of the Caltrans Standard Plans
- Notice Inviting Bids, if any
- Instructions to Bidders, if any
- Contractor's Bid

3.2 Contractor's Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project, including all structures and facilities necessary for the Project or described in the Contract (hereinafter sometimes referred to as the "Work"), for a Total Contract Price as specified pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as well as the exhibits attached hereto and incorporated herein by reference. The plans and specifications for the Work are further described in Exhibit "B" attached hereto and incorporated herein by this reference. Special Conditions, if any, relating to the Work are described in Exhibit "C" attached hereto and incorporated herein by this reference.

3.2.1 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in writing by a valid change order executed by the City. Should Contractor request a change order due to unforeseen circumstances affecting the performance of the Work, such request shall be made within five (5) business days of the date such circumstances are discovered or shall waive its right to request a change order due to such circumstances. If the Parties cannot agree on any change in price required by such change in the Work, the City may direct the Contractor to proceed with the performance of the change on a time and materials basis.

3.2.2 Substitutions/"Or Equal". Pursuant to Public Contract Code Section 3400(b), the City may make a finding that designates certain products, things, or services by specific brand or trade name. Unless specifically designated in this Contract, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal."

Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in this Contract. However, the City may have adopted certain uniform standards for certain materials, processes and articles. Contractor shall submit requests, together with substantiating data, for substitution of any "or equal" material, process or article no later than thirty-five (35) days after award of the Contract. To facilitate the construction schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding submission of "or equal" requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed "or equal" substitution request is rejected, Contractor shall be responsible for providing the specified material, process or article. The burden of proof as to the equality of any material, process or article shall rest with Contractor.

The City has the complete and sole discretion to determine if a material, process or article is an "or equal" material, process or article that may be substituted. Data required to substantiate requests for substitutions of an "or equal" material, process or article data shall include a signed affidavit from Contractor stating that, and describing how, the substituted "or equal" material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted "or equal" material, process or article, and substantiates that it is an "or equal" to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted "or equal" material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to the City in a timely fashion will result in the rejection of the proposed substitution.

Contractor shall bear all of the City's costs associated with the review of substitution requests. Contractor shall be responsible for all costs related to a substituted "or equal" material, process or article. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code section 3400.

3.3 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Work under this Contract **within Forty-Five (45) calendar days**, beginning the effective date of the Notice to Proceed ("Contract Time"). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the City. Such schedules or milestones may be included as part of Exhibits "A" or "B" attached hereto or may be provided separately in writing to Contractor. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages the sum of Two Hundred Dollars and Zero Cents (\$200.00) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule or Project milestones established pursuant to the Contract.

3.4 Standard of Performance; Performance of Employees. Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, including an City Business License, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any work necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein. Any employee who is determined by the City to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the City, shall be promptly removed from the Project by Contractor and shall not be re-employed on the Work.

3.5 Control and Payment of Subordinates; Contractual Relationship. City retains Contractor on an independent contractor basis and Contractor is not an employee of City. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.6 City's Basic Obligation. City agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the City shall pay to Contractor, as full consideration for the satisfactory performance by Contractor of the services and obligations required by this Contract, the below-referenced compensation in accordance with compensation provisions set forth in the Contract.

3.7 Compensation and Payment.

3.7.1 Amount of Compensation. As consideration for performance of the Work required herein, City agrees to pay Contractor the Total Contract Price of **One Hundred Thirty-Eight Thousand Four Hundred Eighty Dollars and Zero Cents (\$138,480.00)** ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the City.

3.7.2 Payment of Compensation. If the Work is scheduled for completion in thirty (30) or less calendar days, City will arrange for payment of the Total Contract Price upon completion and approval by City of the Work. If the Work is scheduled for completion in more than thirty (30) calendar days, City will pay Contractor on a monthly basis as provided for herein. On or before the fifth (5th) day of each month, Contractor shall submit to the City an itemized application for payment in the format supplied by the City indicating the amount of Work completed since commencement of the Work or since the last progress payment. These applications shall be supported by evidence which is required by this Contract and such other documentation as the City may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated. Contractor may be required to furnish a detailed schedule of values upon request of the City and in such detail and form as the City shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments.

3.7.3 Prompt Payment. City shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. However, no progress payments will be made for Work not completed in accordance with this Contract. Contractor shall comply with all applicable laws, rules and regulations relating to the proper payment of its employees, subcontractors, suppliers or others.

3.7.4 Contract Retentions. From each approved progress estimate, five percent (5%) will be deducted and retained by the City, and the remainder will be paid to Contractor. All Contract retention shall be released and paid to Contractor and subcontractors pursuant to California Public Contract Code Section 7107.

3.7.5 Other Retentions. In addition to Contract retentions, the City may deduct from each progress payment an amount necessary to protect City from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the City in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by City during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Contract; and (11) any other sums which the City is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

3.7.6 Substitutions for Contract Retentions. In accordance with California Public Contract Code Section 22300, the City will permit the substitution of securities for any monies withheld by the City to ensure performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a state or federally chartered bank in California as the escrow agent, and thereafter the City shall then pay such monies to Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time the City has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by the City.

3.7.7 Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the City at the time of payment. To the extent that title has not previously been vested in the City by reason of payments, full title shall pass to the City at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the City, nor relieve Contractor from the responsibility to strictly comply with the Contract and shall not relieve Contractor of responsibility for any loss of or damage to items.

3.7.8 Labor and Material Releases. Contractor shall furnish City with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by City.

3.7.9 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and

“maintenance” projects. Since the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000.00 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at Contractor’s principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to \$200.00 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

3.7.10 Apprenticeable Crafts. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding \$100.00 for each full calendar day of noncompliance, or such greater amount as provided by law.

3.7.11 Hours of Work. Contractor is advised that eight (8) hours labor constitutes a legal day’s work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of \$25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

3.7.12 Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, 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 the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to City, forfeit not more than \$100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on Contractor. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.7.13 Contractor and Subcontractor Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor is directed to review, fill out and execute the Public Works Contractor Registration Certification attached hereto as Exhibit "E" prior to contract execution. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

3.7.14 Labor Compliance; Stop Orders. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.8 Performance of Work; Jobsite Obligations.

3.8.1 Water Quality Management and Compliance.

3.8.1.1 Water Quality Management and Compliance. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); local ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

3.8.1.2 Compliance with the Statewide Construction General Permit. Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board ("Permit"). It shall be Contractor's sole responsibility to file a Notice of Intent and procure coverage under the Permit for all construction activity which results in the disturbance of more than one acre of total land area or which is part of a larger common area of development or sale. Prior to initiating work, Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a "living document" that changes as necessary to meet the conditions and requirements of the job site as it progresses through different phases of construction and is subject to different weather

conditions. It shall be Contractor's sole responsibility to update the SWPPP as necessary to address conditions at the project site.

3.8.1.3 Other Water Quality Rules Regulations and Policies. Contractor shall comply with the lawful requirements of any applicable municipality, drainage City, or local agency regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

3.8.1.4 Cost of Compliance. Storm, surface, nuisance, or other waters may be encountered at various times during construction of The Work. Therefore, the Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

3.8.1.5 Liability for Non-Compliance. Failure to comply with the Permit is a violation of federal and state law. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to defend, indemnify and hold harmless the City and its directors, officials, officers, employees, volunteers and agents for any alleged violations. In addition, City may seek damages from Contractor for any delay in completing the Work in accordance with the Contract, if such delay is caused by or related to Contractor's failure to comply with the Permit.

3.8.1.6 Reservation of Right to Defend. City reserves the right to defend any enforcement action brought against the City for Contractor's failure to comply with the Permit or any other relevant water quality law, regulation, or policy. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to be bound by, and to reimburse the City for the costs (including the City's attorney's fees) associated with, any settlement reached between the City and the relevant enforcement entity.

3.8.1.7 Training. In addition to the standard of performance requirements set forth in paragraph 3.4, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them without impacting water quality in violation of the laws, regulations and policies described in paragraph 3.8.1. Consultant further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in paragraph 3.8.1 as they may relate to the Work provided under this Agreement. Upon request, City will provide the Contractor with a list of training programs that meet the requirements of this paragraph.

3.8.2 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures.

Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.8.3 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the City in writing. Any necessary changes shall be made by written change order. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.8.4 Permits and Licenses. Contractor shall be responsible for securing City permits and licenses necessary to perform the Work described herein, including, but not limited to, a City Business License. While Contractor will not be charged a fee for any City permits, Contractor shall pay the City's applicable business license fee. Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

3.8.5 Trenching Work. If the Total Contract Price exceeds \$25,000.00 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for City's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

3.8.6 Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify City of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by City; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, City shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

3.8.7 Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, City shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of City to provide for removal or relocation of such utility facilities.

3.8.8 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Although CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.8.9 State Recycling Mandates. Contractor shall comply with State Recycling Mandates. Any recyclable materials/debris collected by the contractor that can be feasibly diverted via reuse or recycling must be hauled by the appropriate handler for reuse or recycling.

3.9 Completion of Work. When Contractor determines that it has completed the Work required herein, Contractor shall so notify City in writing and shall furnish all labor and material releases required by this Contract. City shall thereupon inspect the Work. If the Work is not acceptable to the City, the City shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a reinspection by the City. Once the Work is acceptable to City, City shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which City may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

3.10 Claims; Government Code Claim Compliance.

3.10.1 Intent. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000.00 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

3.10.2 Claims. For purposes of this Section, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with the terms of this Contract has been denied by the City, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the City. Claims governed by this Section may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not

necessarily limited to the change order procedures contained herein, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than the date of final payment. The claim shall be submitted in writing to the City and shall include on its first page the following in 16-point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

3.10.3 Supporting Documentation. The Contractor shall submit all claims in the following format:

3.10.3.1 Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made

3.10.3.2 List of documents relating to claim:

- (A) Specifications
- (B) Drawings
- (C) Clarifications (Requests for Information)
- (D) Schedules
- (E) Other

3.10.3.3 Chronology of events and correspondence

3.10.3.4 Analysis of claim merit

3.10.3.5 Analysis of claim cost

3.10.3.6 Time impact analysis in CPM format

3.10.4 City's Response. Upon receipt of a claim pursuant to this Section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the public entity issues its written statement.

3.10.4.1 If City needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, City shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

3.10.4.2 Within 30 days of receipt of a claim, City may request in writing additional documentation supporting the claim or relating to defenses or claims City may

have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor.

3.10.4.3 City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than \$50,000.00, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

3.10.5 Meet and Confer. If the Contractor disputes City's written response, or City fails to respond within the time prescribed, the Contractor may so notify City, in writing, either within 15 days of receipt of City's response or within 15 days of City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

3.10.6 Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after City issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with City and the Contractor sharing the associated costs equally. City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

3.10.6.1 If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

3.10.6.2 For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

3.10.6.3 Unless otherwise agreed to by City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

3.10.6.4 The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

3.10.7 Procedures After Mediation. If following the mediation, the claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her

written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation.

3.10.8 Civil Actions. The following procedures are established for all civil actions filed to resolve claims subject to this Section:

3.10.8.1 Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of these procedures. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

3.10.8.2 If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

3.10.8.3 In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

3.10.9 Government Code Claims. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City. A Government Code claim must be filed no earlier than the date the work is completed or the date the Contractor last performs work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.

3.10.10 Non-Waiver. City's failure to respond to a claim from the Contractor within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the claim being deemed rejected in its entirety. City's failure to respond shall not waive City's rights to any subsequent procedures for the resolution of disputed claims.

3.11 Loss and Damage. Except as may otherwise be limited by law, Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted

by City. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the City may terminate this Contract pursuant to Section 3.17.3; provided, however, that the City needs to provide Contractor with only one (1) day advanced written notice.

3.12 Indemnification.

3.12.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, employees, agents and authorized volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active negligence or willful misconduct of the City or the City's agents, servants, or independent contractors who are directly responsible to the City, or for defects in design furnished by those persons.

3.12.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against City or its officials, employees, agents and authorized volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, employees, agents and authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and authorized volunteers.

3.13 Insurance. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance required under Exhibit "G" (Insurance Requirements), attached hereto and incorporated herein by this reference. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required therein. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Contract for cause.

3.14 Bond Requirements.

3.14.1 Payment Bond. If required by Civil Code section 9550, as it may be amended from time to time, or otherwise specifically requested by City as set forth in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Contract a Payment Bond in an amount required by the City and in a

form provided or approved by the City. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the City.

3.14.2 Performance Bond. If specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Contract a Performance Bond in an amount required by the City and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the City.

3.14.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the City, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. If Contractor fails to furnish any required bond, the City may terminate the Contract for cause.

3.14.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.15 Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties

and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

3.16 Employee/Labor Certifications.

3.16.1 Contractor's Labor Certification. By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose, which is attached to this Contract as Exhibit "D" and incorporated herein by reference, shall be executed simultaneously with this Contract.

3.16.2 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.16.3 Verification of Employment Eligibility. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

3.17 General Provisions.

3.17.1 City's Representative. The City hereby designates the General Manager, or his or her designee, to act as its representative for the performance of this Contract ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.17.2 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the City ("Contractor's Representative"). Following approval by the City, Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Contract. Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the City, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the City, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the City's written approval.

3.17.3 Termination. This Contract may be terminated by City at any time, either with or without cause, by giving Contractor three (3) days advance written notice. In the event of termination by City for any reason other than the fault of Contractor, City shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, City may terminate the Contract immediately without notice, may reduce payment to Contractor in the amount necessary to offset City's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, City may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract.

3.17.4 Contract Interpretation. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from City, the matter shall be referred to City's Representative, whose decision shall be binding upon Contractor.

3.17.5 Anti-Trust Claims. This provision shall be operative if this Contract is applicable to California Public Contract Code Section 7103.5. In entering into this Contract to supply goods, services or materials, Contractor hereby offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the City tender final payment to Contractor, without further acknowledgment by the Parties.

3.17.6 Notices. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

CONTRACTOR:

Johnson Controls Fire Protection LP
6952 Preston Ave. Suite A
Livermore CA 94551
Attn: Daniel Williamson

CITY:

City of Milpitas
455 E. Calaveras Boulevard
Milpitas, California 95035
Attn: City Manager

Any notice so given shall be considered received by the other Party three (3) days after deposit in the U.S. Mail as stated above and addressed to the Party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.17.7 Time of Essence. Time is of the essence in the performance of this Contract.

3.17.8 Assignment Forbidden. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of City. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, City may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

3.17.9 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.17.10 Laws, Venue, and Attorneys' Fees. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Santa Clara, State of California.

3.17.11 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

3.17.12 Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.17.13 [Reserved]

3.17.14 Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City shall have the right to terminate this Contract without liability.

3.17.15 Conflict of Interest. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Contract, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom. In addition, Contractor agrees to file, or to cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Work.

3.17.16 Certification of License.

3.17.16.1 Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

3.17.16.2 Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

3.17.17 Authority to Enter Contract. Each Party warrants that the individuals who have signed this Contract have the legal power, right and authority to make this Contract and bind each respective Party.

3.17.18 Entire Contract; Modification. This Contract contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Contract may only be modified by a writing signed by both Parties.

3.17.19 Non-Waiver. None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

3.17.20 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project or other projects.

3.17.21 Wage Theft Prevention.

3.17.21.1 Contractor, and any subcontractor it employs to complete work under this Contract, shall comply with all applicable federal, state and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code and the Milpitas Minimum Wage Ordinance.

3.17.21.2 BY SIGNING THIS CONTRACT, CONTRACTOR AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY, FINDING IN THE FIVE (5) YEARS PRIOR TO EXECUTING THIS CONTRACT THAT CONTRACTOR OR ITS SUBCONTRACTORS HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONTRACTOR FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS EITHER FULLY SATISFIED EACH JUDGMENT, DECISION OR ORDER, OR, IF ANY JUDGMENT, DECISION OR ORDER HAS NOT BEEN FULLY SATISFIED, CONTRACTOR AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) IS CURRENTLY SATISFYING SAID JUDGMENT, DECISION OR ORDER THROUGH A PAYMENT OR ALTERNATIVE PLAN APPROVED BY THE APPLICABLE COURT/GOVERNMENT AGENCY AND THAT CONTRACTOR OR ITS SUBCONTRACTOR(S) ARE IN COMPLIANCE WITH SAID PLAN AS OF THE DATE OF EXECUTING THIS CONTRACT.

3.17.21.3 If at any time during the term of this Contract, a court or investigatory government agency issues a final judgment, decision or order finding that Contractor or a subcontractor it employs to perform work under this Contract has violated any applicable wage and hour law, or Contractor learns of such a judgment, decision, or order that was not previously disclosed in its bid/proposal, Contractor shall inform the City no more than

fifteen (15) calendar days after the judgment, decision or order becomes final or from the date of learning of the final judgment, decision or order. Contractor or its subcontractor(s) shall, within thirty (30) calendar days after notifying the City, either (i) fully satisfy any such judgment, decision, or order and provide the City with documentary evidence of satisfying said judgment, decision or order; or (ii) provide the City documentary evidence of a payment or other alternative plan approved by the court/government agency to satisfy the judgment, decision or order. If the Contractor or its subcontractor is subject to a payment or other alternative plan, the Contractor or its subcontractor shall continue to submit documentary evidence every thirty (30) calendar days during the term of the Contract demonstrating continued compliance with the plan until the judgment, decision or order has been fully satisfied.

3.17.21.4 For purposes of this Section, a "final judgment, decision, or order" refers to one for which all appeals have been exhausted or the time period to appeal has expired. Relevant investigatory government agencies include: the United States Department of Labor, the California Division of Labor Standards Enforcement, the City, or any other governmental entity or division tasked with the investigation and enforcement of wage and hour laws.

3.17.21.5 Failure to comply with any part of this Section constitutes a material breach of this Contract. Such breach may serve as a basis for immediate termination of this Contract and/or any other remedies available under this Contract and/or law.

3.17.21.6 Notice provided to the City shall be addressed to: Attention: Finance Director, 455 E. Calaveras Blvd. Milpitas, CA 95035. The Notice provisions of this Section are separate from any other notice provisions in this Contract and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

3.17.22 Federal Provisions. [RESERVED].

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE FOR CONSTRUCTION CONTRACT
BETWEEN THE CITY OF MILPITAS
AND JOHNSON CONTROLS FIRE PROTECTION LP**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

CITY OF MILPITAS

Approved By:

Steven G. McHarris, City Manager

Date

Approved As To Form:

Christopher J. Diaz, City Attorney

Approved:

Walter C. Rossmann, Risk Manager/ Director of Finance

Approved:

Tony Ndah, Director of Public Works

**JOHNSON CONTROLS FIRE
PROTECTION LP**

Signature

Name

Title

Date

EXHIBIT "A"

SERVICES / SCHEDULE

Milpitas City Hall Fire Suppression System Repair. On 15 August 2020, there was a failure in the Fire Suppression System at Milpitas City Hall. Due to this event, the Suppression System is only active in portions of the building. This has caused Public Works to implement an hourly Fire Watch Program during off hours.

Scope of Work:

1. Replace four sprinklers in sky light area. Approximately 70'-0" AFF Replace with 286 deg high temp heads in consideration of excessive heat at roof area.
2. Wipe down and clean rotunda skylight area walls
3. Use of Scaffold for Sprinkler Completion
4. Return area to pre-failure condition to the satisfaction of the City's project manager
5. Clean-up and remove any and all debris from the repair, returning the rotunda to pre-work condition to the satisfaction of the City's project Manager

EXHIBIT “B”

PLANS AND SPECIFICATIONS

Below are site photos made available for informational purposes only. Interested contractors are strongly encourages to attend the job walk to fully view and understand the work site. A link to City Hall as-built plans are below as well.

LINK TO CITY HALL AS-BUILT PLANS:

http://www.ci.milpitas.ca.gov/_pdfs/bids/milpitas_asbuilts.pdf

SITE PHOTOS





NOTE: YELLOW CIRCLES APPROXIMATE LOCATION OF SPRINKLERS





EXHIBIT “C”

SPECIAL CONDITIONS

ARTICLE 1. BONDS

Within ten (10) calendar days from the date the Contractor is notified of award of the Contract, the Contractor shall deliver to the City four identical counterparts of the Performance Bond and Payment Bond on the forms supplied by the City and included as Exhibit “F” to the Contract. Failure to do so may, in the sole discretion of City, result in the forfeiture of Contractor’s bid security. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the City. The Performance Bond and the Payment Bond shall be for one hundred percent (100%) of the Total Contract Price.

EXHIBIT "D"

**CERTIFICATION
LABOR CODE - SECTION 1861**

I, the undersigned Contractor, am aware of the provisions of Section 3700, et seq., of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

JOHNSON CONTROLS FIRE PROTECTION LP

By: _____
Signature

Name (Print)

Title (Print)

EXHIBIT "E"

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Contractor hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.¹

Name of Contractor: JOHNSON CONTROLS FIRE PROTECTION LP

DIR Registration Number: _____

DIR Registration Expiration: _____

Small Project Exemption: _____ Yes or ☒ No

Unless Contractor is exempt pursuant to the small project exemption, Contractor further acknowledges:

- Contractor shall maintain a current DIR registration for the duration of the project.
- Contractor shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
- Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Contractor **JOHNSON CONTROLS FIRE PROTECTION LP**

Signature _____

Name and Title _____

Dated _____

¹ If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

EXHIBIT “F”

PAYMENT AND PERFORMANCE BONDS

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Milpitas (hereinafter referred to as "City") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of _____ DOLLARS, (\$_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the City to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

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

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____
Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate)

Title _____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, \$ _____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or Representative for service of process in California, if different from above)

(Telephone number of Surety and Agent or Representative for service of process in California)

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)

Title or Type of Document

- ☐ Partner(s) ☐ Limited
 ☐ General

Number of Pages

- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Milpitas (hereinafter designated as the "City"), by action taken or a resolution passed _____, 20____ has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows:

_____ (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated _____ ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars (\$_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions

precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

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

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____
Attorney-in-Fact

Title _____

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so much be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
 ☐ General

- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

EXHIBIT "G"

INSURANCE REQUIREMENTS

Please refer to the insurance requirements listed below. **Those that have an "X" indicated in the space before the requirement apply to Contractor's or Consultant's Agreement.**

Contractor or Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor or Consultant, its agents, representatives, employees or subcontractors.

Contractor or Consultant shall provide its insurance broker(s)/agent(s) with a copy of these requirements and request that they provide Certificates of Insurance complete with copies of all required endorsements.

Contractor or Consultant shall furnish City with copies of original endorsements affecting coverage required by this Exhibit G. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements and certificates are to be received and approved by City before work commences. City has the right to require Contractor's or Consultant's insurer to provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Commercial General Liability (CGL):

☐ Coverage at least as broad as Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

☒ Coverage at least as broad as ISO Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

☐ Coverage at least as broad as ISO Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$5,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability:

☒ Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), of if Contractor or Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000.00 combined single limit for bodily injury and property damage.

___ Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), with limits no less than \$5,000,000.00 combined single limit for bodily injury and property damage.

___ Garage keepers' extra liability endorsement to extend coverage to all vehicles in the care, custody and control of the Contractor or Consultant, regardless of where the vehicles are kept or driven.

Professional Liability (Errors and Omissions):

___ Insurance appropriate to the Contractor or Consultant's profession, with limit no less than \$1,000,000.00 per occurrence or claim, \$2,000,000.00 aggregate.

___ (If Design/Build), with limits no less than \$1,000,000.00 per occurrence or claim, and \$2,000,000.00 policy aggregate.

___ Insurance appropriate to the Contractor or Consultant's profession, with limit no less than _____ per occurrence or claim, _____ aggregate

Workers' Compensation Insurance:

X Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000.00 per accident for bodily injury or disease. *(Not required if Contractor or Consultant provides written verification it has no employees)*

The Employer's Liability policy shall be endorsed to waive any right of subrogation as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees.

Builder's Risk (Course of Construction):

___ Insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

Contractor's or Consultant's Pollution Legal Liability:

___ Contractor's or Consultant's pollution legal liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000.00 per occurrence or claim and \$2,000,000.00 policy aggregate.

If the Contractor or Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor or

Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Cyber Liability Insurance

___ Cyber Liability Insurance with limits not less than \$1,000,000 per claim.

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor or Consultant in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security.

The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

Surety Bonds:

Contractor shall provide the following Surety Bonds:

☒ Bid Bond
☒ Performance Bond
☒ Payment Bond

The Payment Bond and Performance Bond shall be in a sum equal to the contract price. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain the following provisions:

☒ **Additional Insured Status and Primary/Non-Contributory Language:**

Contractor's general liability and automobile liability policies shall be primary and shall not seek contribution from the City's coverage and be endorsed to add the City and its officers, officials, employees, and agents as additional insureds under such policies using Insurance Services Office form CG 20 10 (or equivalent) on the general liability policy. For construction projects, an endorsement providing completed operations coverage for the additional insured on the general liability policy, ISO form CG 20 37 (or equivalent), is also required.

The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City (if agreed to in a written contract or agreement) before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

___ **Loss Payee Status – Builder's Risk/Course of Construction Insurance (applicable to Construction Contracts only)**

Contractor or Consultant may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the City as a loss payee as their interest may appear.

X Notice of Cancellation, Suspension or Otherwise Voiding Policies:

Each insurance policy required above shall contain or be endorsed to contain that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except with thirty (30) days' prior written notice by certified mail, return receipt requested to the City.

X Waiver of Subrogation:

Contractor or Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor or Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Contractor or Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Contractor or Consultant, its employees, agents and subcontractors.

X Completed Operations

For Construction Agreements, Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

THE FOLLOWING PROVISIONS APPLY TO ALL AGREEMENTS

Deductibles and Self-Insured Retentions ("SIR"):

Any deductibles or self-insured retentions must be declared to and approved by City. The City may require the Contractor or Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. At the option of the City, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees; or (2) the Contractor or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All SIRs must be disclosed to Risk Management for approval and shall not reduce the limits of liability.

Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City.

City reserves the right to obtain a full-certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Acceptability of Insurers:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to City.

Claims Made Policies: (note - should be applicable only to professional liability, see below)

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor or Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
4. A copy of the claims reporting requirements must be submitted to the City for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor's Pollution Liability Policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability Policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Subcontractors:

Contractor or Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Subcontractor agrees to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement and any other contract documents. Subcontractor further agrees to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the sub-subcontractor's work. A copy of the City indemnity and insurance provisions will be furnished to the subcontractor upon request.

Verification of Coverage:

Contractor or Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before

work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor or Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

Failure to Comply:

Each insurance policy required above shall contain or be endorsed to contain that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected and appointed officials, officers, attorneys, agents, and employees.

Applicability of Coverage:

Each insurance policy required above shall contain or be endorsed to contain that the Contractor's or Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

EXHIBIT “H”
FEDERAL REQUIREMENTS
[RESERVED]



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Approve and Authorize the City Manager to Execute an Agreement with the City of San Jose for the Pavement Restoration of Landess Avenue Between Highway 680 and Piedmont Road.
Category:	Consent Calendar-Community Development
Meeting Date:	3/2/2021
Staff Contact:	Steve Erickson 408-586-3301, Steve Chan 408-586-3324
Recommendation:	Approve and Authorize the City Manager to Execute an Agreement with the City of San Jose for the Pavement Restoration of Landess Avenue Between Highway 680 and Piedmont Road.

Background:

Landess Avenue is located at the City of Milpitas' southern border, between the City of Milpitas and City of San Jose. The boundary line between the cities runs along the center of Landess Avenue, and the roadway extends from Piedmont Road to State Route 680. The City of Milpitas and the City of San Jose each have jurisdiction and maintenance responsibility for their respective half of Landess Avenue.

The City of Milpitas 2020 Pavement Management Program indicates Landess Avenue asphalt pavement is in "poor" condition, and the report recommends a rehabilitation of the roadway surface. The cities of Milpitas and San Jose propose a partnership to repair and rehabilitate the entire segment of Landess Avenue from Piedmont Road to State Route 680.

Analysis:

Staff has drafted an Agreement between the City of Milpitas and the City of San Jose for pavement restoration of Landess Avenue between Highway 680 and Piedmont Rd (the "Cost Share Agreement") (Attachment 1) that identifies the project scope of work, agency coordination, and cost sharing responsibilities for the improvement of Landess Avenue. The project scope of work provides for the design and repair of pavement, installation of asphalt concrete pavement overlay, installation of Americans with Disabilities Act (ADA) compliant curb ramps, installation of new class II bike lanes, pavement delineation, and installation of traffic signal detector loops ("Project").

Per the terms of the Cost Share Agreement, the City of San Jose will provide the design of the improvements for the entire segment of Landess Avenue and will be the lead agency to administer the construction of the Project. The City of San Jose will administer the Project in two contracts, one consisting of concrete curb ramp installations and the second for asphalt pavement work, striping, and traffic detector loop installations. The Engineer's Estimate for the Project is \$2,063,419, and the City of Milpitas share for this work is \$1,097,275, including compensating the City of San Jose for project delivery and administration. The City of Milpitas cost share would be funded from the Capital Improvement Program Street Resurfacing Project 2019-20, Project No. 4296, and sufficient funding is available for this Project. The City of San Jose plans to advertise and award both construction contracts in early 2021. Construction is anticipated to be completed by the end of the year. The City of Milpitas engineering staff reviewed the proposed scope of work, schedule, and cost estimate and recommend the City Council approve the Cost Share Agreement with the City of San Jose for the Project.

Policy Alternatives:

Alternative 1: Deny approval and authorization for the City Manager to execute the Cost Share Agreement with the City of San Jose for the Project.

Pros: None.

Cons: A denial would prevent the City of Milpitas from partnering with the City of San Jose and cause a delay in completing the needed annual repairs to the City of Milpitas' pavement infrastructure on its side of Landess Avenue.

Reason not Recommended: The entire segment of Landess Avenue is in need of rehabilitation and it is cost effective for the cities of San Jose and Milpitas to share in the cost of this work. A delay in the approval of the Cost Share Agreement would delay the award of the construction contract for the needed Project.

Fiscal Impact:

Sufficient funds are available in the Street Resurfacing Project 2019-20, Project No. 4296 (CP 4296). As of 01/12/2021, the uncommitted balance of CP 4296 is \$1,572,389.

California Environmental Quality Act

The Project is exempt under Section 15301 (Existing Facilities) of the CEQA guidelines. A Notice of Exemption (NOE) will be filed with the County of Santa Clara by the City of San Jose.

Recommendation:

Approve and Authorize the City Manager to execute the Cost Share Agreement with the City of San Jose for the Project.

Attachments:

1. Agreement Between the City of Milpitas And the City of San Jose for Pavement Restoration of Landess Avenue Between Highway 680 and Piedmont Rd
2. Engineer's Estimate

**AGREEMENT BETWEEN THE CITY OF MILPITAS
AND CITY OF SAN JOSE
FOR PAVEMENT RESTORATION OF
LANDESS AVENUE BETWEEN HIGHWAY 680 AND PIEDMONT RD**

This Agreement (herein “Agreement”) is made and entered into this ____ day of _____, 2021, (herein the “Effective Date”) by and between the City of Milpitas, a California municipal corporation, with its principal place of business located at 455 E. Calaveras Boulevard, Milpitas, California 94577 (herein “MILPITAS”) and the City of San José, a California chartered municipal corporation, with its principal place of business located at 200 E. Santa Clara St., San José, CA 95113 (herein “SAN JOSE”). MILPITAS and SAN JOSE may be referred to herein individually as a “Party” or as “City” or collectively as the “Parties,” “Cities,” or the “Parties to this Agreement.”

RECITALS

WHEREAS:

- A. MILPITAS and SAN JOSE find that it is in the public interest to remove and replace failed asphalt on Landess Avenue between Highway 680 and Piedmont Avenue, over which MILPITAS and SAN JOSE have jurisdiction; and
- B. It is in the public interest for MILPITAS and SAN JOSE to complete the PROJECT (as defined in Section 1, below) in a cooperative and economical manner by constructing MILPITAS’ and SAN JOSE’s portions of the PROJECT together; and
- C. The Parties acknowledge SAN JOSE is the California Environmental Quality Act (“CEQA”) Lead Agency for the PROJECT, and SAN JOSE’s compliance with CEQA is a precondition to any construction of the PROJECT, including MILPITAS’ portion; and
- D. Each Party has agreed to perform its portion of the work as described herein, under its own direction.

In consideration of the above referenced recitals and the following mutual covenants, agreements and obligations of the parties, MILPITAS and SAN JOSE agree as follows:

AGREEMENT PROVISIONS

1. PROJECT DESCRIPTION:

The work to be performed under this Agreement will consist of milling approximately 484,000 square feet of asphalt to a depth of two (2) inches, placing approximately 6,100 tons of rubberized hot mix asphalt, adjusting utility covers, replacement of traffic markings, markers and legends, and installing ADA curb ramps (herein the “PROJECT”). The work to be performed is more fully described in the document entitled “Scope of Work and Schedule of Performance” set forth in Exhibit A, attached and incorporated by reference.

The City limit between MILPITAS and SAN JOSE along Landess Avenue between Highway 680 and Piedmont Avenue is approximately in the center of the street, and MILPITAS and SAN JOSE each maintains its respective half of the street within its jurisdiction. Therefore, MILPITAS and SAN JOSE will each be responsible for 50% of Pavement Construction Cost (as defined herein). MILPITAS will be

100% responsible for construction costs related to the installation of ADA curb ramps within its jurisdiction (“ADA Curb Cost”).

The Project Cost includes any and all costs paid to the selected contractor to complete the PROJECT. Pavement Construction Cost includes any and all costs paid to the selected contractor to complete the PROJECT except for the ADA Curb Cost.

2. SAN JOSE’S OBLIGATIONS:

SAN JOSE agrees as follows:

- A. To act as the lead agency to administer the construction of the PROJECT. Administration shall include preparation of specifications, contract documents and cost estimate; notification of local business; coordination with various agencies; preparation of all necessary environmental documents; obtaining permits; obtaining bids; awarding the construction agreement; administering the construction agreement; providing materials control and inspection services; and making progress payments to the contractor.
- B. To promptly provide MILPITAS with awarded final specifications and contract documents for the PROJECT.
- C. To pay SAN JOSE’s share of the Project Cost. The Project Cost is defined as the actual amount paid to the contractor for construction of the PROJECT. SAN JOSE’s share of the Project Cost is 50% of the Pavement Construction Cost.
- D. To cooperate with MILPITAS should MILPITAS raise any issues concerning the work in MILPITAS’ jurisdiction that requires correction by the selected contractor prior to acceptance or within the warranty period of the PROJECT.
- E. To assign as the designated project manager for SAN JOSE for the duration of the PROJECT Anie Yeh (email: anie.yeh@sanjoseca.gov). SAN JOSE’s project manager shall have all the necessary authority to direct technical and professional work within the scope of the Agreement and shall serve as the principal point of contact with SAN JOSE.
- F. To keep and maintain a complete copy of all records regarding costs and expenditures relating to the PROJECT, together with a complete copy of all plans, specifications, reports, contracts and other documents relating to the PROJECT, and the same shall be available for inspection by MILPITAS at any time during usual business hours.
- G. To allow MILPITAS staff reasonable access to the PROJECT site, at all reasonable times and upon advance notice, to perform observation of any work on the MILPITAS portion of the PROJECT.
- H. To provide MILPITAS with a copy of as-built record drawings for the PROJECT including specifically the MILPITAS portion thereof.
- I. To include, in its contract with the contractor on the PROJECT, a requirement that the contractor include MILPITAS, its officials, officers, employees and agents as additional insureds, and that the contractor indemnify MILPITAS, its officials, officers, employees and agents to the same extent that SAN JOSE is indemnified.

- J. To include a clause in its contract with the contractor on the PROJECT that MILPITAS is an intended third-party beneficiary of the construction contract.
- K. To require the contractor on the PROJECT obtain all required permits and approvals for all PROJECT work, including work associated with the MILPITAS portion thereof.
- L. To provide a final accounting of all PROJECT costs associated with the MILPITAS portion of the PROJECT to MILPITAS within thirty (30) days after the Parties accept the PROJECT as complete.

3. MILPITAS' OBLIGATION:

MILPITAS agrees as follows:

- A. Pay for 50% of the Pavement Construction Cost and 100% of the ADA Curb Cost plus an additional 10% of the Pavement Construction Cost to pay for Project Delivery (as defined herein), which is considered to be MILPITAS' cost share of the PROJECT. Total payments made by MILPITAS under this Agreement shall not exceed the maximum amount of One Million Ninety-Seven Thousand Two Hundred Seventy-Five Dollars (\$1,097,275) ("Total Reimbursement Amount").
- B. "Project Delivery" is defined as engineering, construction management, and associated management and administrative services provided by SAN JOSE as lead agency for the PROJECT.
- C. The Parties understand that the Project Cost is based upon the engineer's estimates and prior to public works bidding for PROJECT, as set forth in Exhibit "B". The engineer's estimate includes a 10% construction contingency which is consistent with SAN JOSE's practice for public works construction contracts awarded to the lowest responsive and responsible bidder as an allowance for potential contract change orders. Should actual costs based upon SAN JOSE's construction contractor's public works bid exceed the Total Reimbursement Amount, Parties shall confer, and any agreement to increase the Total Reimbursement Amount shall be documented in writing by a written amendment to this Agreement.
- D. To pay its share of the Project Cost within forty-five (45) business days of receiving and approving the detailed invoice from SAN JOSE, provided that the following conditions are met:
 - 1. The PROJECT has been completed and MILPITAS has approved the portion of the work in its jurisdiction. Acceptance by MILPITAS shall be made in writing to SAN JOSE. MILPITAS may request documentation of such costs, and may review the original invoices and weight certificates or request copies of same, which shall be provided within a reasonable time.
 - 2. The detailed invoice sets forth the cost of construction of all PROJECT work based on the actual contract unit prices paid and negotiated change order(s), if any.
 - 3. SAN JOSE shall invoice MILPITAS only one (1) time which shall occur after PROJECT completion, and this invoice shall be considered as the final detailed invoice for the PROJECT.

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- E. To assign as the designated project manager for MILPITAS for the duration of the PROJECT Fanny Yu (email: fyu@ci.milpitas.ca.gov). MILPITAS' project manager shall have all the necessary authority to review and approve and accept technical and professional work within the scope of the Agreement and shall serve as the principal point of contact with SAN JOSE .

4. TERM OF AGREEMENT:

- A. Unless otherwise modified by a written amendment to this Agreement, the term of this Agreement shall be until PROJECT acceptance by both parties and final payments of all outstanding balances.
- B. Consistent with City of San José Standard Specifications, Section 7-1.23, SAN JOSE shall cause the contractor to provide a warranty period of at least one (1) year from the acceptance date.

5. OWNERSHIP AND MAINTENANCE:

- A. Upon completion of all work under this Agreement, ownership and title to all materials, equipment and appurtenances installed as a part of the PROJECT within the City limits of SAN JOSE will automatically be vested in SAN JOSE, and all materials, equipment and appurtenances installed as a part of the PROJECT within the city limits of MILPITAS will be vested in MILPITAS, and no further agreement will be necessary to transfer ownership.
- B. This Agreement does not change any authority or responsibility between MILPITAS and SAN JOSE with regard to maintenance, operation or further repair responsibility.

6. CONTRACTOR SHALL BE AN INDEPENDENT CONTRACTOR:

Any contractor(s) hired by any Party to perform the work included in the PROJECT shall not be an agent or employee of any Party and will perform such work as independent contractor. All persons employed by or contracted with such contractor(s) to furnish labor and/or materials in connection with the work in the PROJECT shall not be employees of any Party in any respect.

The Parties agree and intend that SAN JOSE and MILPITAS are independent entities and do not intend by this Agreement to create any partnership, joint venture, or similar business arrangement, relationship or association between them, except as may be agreed to expressly by this Agreement.

7. TERMINATION:

Once SAN JOSE has awarded the construction contract for the PROJECT, the Agreement can be terminated only upon the mutual written consent and terms acceptable to all Parties.

8. NO PLEDGING OF EITHER CITY'S CREDIT:

Under no circumstances shall either MILPITAS or SAN JOSE have authority or power to pledge the credit of the other public entity or incur obligation in the name of the other public entity.

9. NO THIRD PARTY BENEFICIARY:

1/27/2021

This Agreement shall not be construed or deemed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action hereunder for any cause whatsoever.

10. AMENDMENTS:

No alternation or violation of the terms of this Agreement shall be valid unless made in writing and signed by the parties and incorporated into this Agreement

11. NOTICES:

Notices are to be sent as follows:

To SAN JOSE: Octavio Duran
Senior Engineer - Department of Transportation
City of San José
1404 Mabury Road
San José, CA 95133

To MILPITAS: Fanny Yu
City of Milpitas
Engineering
455 E. Calaveras Boulevard
Milpitas, CA 94577

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

12. 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.

13. ENCROACHMENT PERMITS:

All Parties to this Agreement will cooperate and/or provide access to its consultants, engineers and contractors for the PROJECT in the jurisdictional boundaries of each Party. Contractor shall obtain street opening permit from MILPITAS and MILPITAS shall provide such a permit at no cost.

14. HOLD HARMLESS/INDEMNIFICATION:

It is understood and agreed that pursuant to California Government Code Section 895.4, that each Party shall fully indemnify and hold the other Party harmless from any liability imposed for injury (as defined in Government Code Section 810.8) by reason of anything done or omitted to be done by the indemnifying Party in connection with any work, authority or jurisdiction delegated to the respective Party under this Agreement. This hold harmless and indemnification provision shall apply to any activities, errors or

omissions of the indemnifying Party and/or that Party's officers, employees, agents, or any person or entity acting or omitting to act for or on behalf of said Party or such person or entities as are specifically authorized and empowered by that Party to act for it. For the activities, errors, and/or omissions of the contractor retained for the Project, each Party shall defend, indemnify and hold harmless the other Party to the fullest extent legally possible for all work performed in the indemnifying Party's jurisdiction.

15. CAPTIONS:

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

16. INSURANCE REQUIREMENTS:

SAN JOSE shall require any contractor awarded a contract for any portion of the work to be done on the PROJECT to secure and maintain in full force and effect at all times during construction and performance of the PROJECT, and until said PROJECT is accepted by all Parties, and any other time periods specified in the 2021 MAJOR STREETS RESURFACING PROJECT and 2021 MAJOR STREETS CONCRETE & ADA PROJECT contract documents, insurance coverage described below, at no additional cost to either SAN JOSE or MILPITAS, with coverage amounts, required endorsements, certificates of insurance, and coverage verifications satisfactory and acceptable to all Parties. MILPITAS, its respective City Council, commissions, officers, employees, volunteers and agents shall be added as additional insureds on the commercial general liability policy with respect to liability arising out of the contractor's work for SAN JOSE on this Project.

It is mutually understood that during the term of the construction activities on the PROJECT, SAN JOSE will require the selected contractor to carry commercial general liability in amounts of not less than Two Million Dollars (\$2,000,000) per occurrence; automobile liability in an amount not less than Two Million Dollars (\$2,000,000) per accident; and a Workers' Compensation Insurance policy as required by the State of California, with Statutory and Employer's Liability Insurance limits of not less than One Million Dollars (\$1,000,000).

17. STATUTES AND LAW GOVERNING CONTRACT:

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. SAN JOSE shall require that any contractor awarded a contract for any portion of the work to be done on the PROJECT comply with the requirements for prevailing wage under Labor Code Section 1770, et seq. The PROJECT shall be paid for and constructed in accordance with all ordinances, resolutions, rules, regulations, and laws of SAN JOSE to the extent they are consistent with state statutes and the ordinances, resolutions, rules, regulations and laws of MILPITAS.

18. WAIVER:

The Parties' waiver of any term, condition or covenant, or breach of any term, condition or covenant shall not be construed as a waiver of any other term, condition or covenant or breach of any other term, condition or covenant.

19. ENTIRE AGREEMENT:

This Agreement contains the entire Agreement between MILPITAS and SAN JOSE relating to the PROJECT. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

20. OTHER AGREEMENTS:

This Agreement shall not prevent either Party from entering into similar agreements with others. The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. It is intent of the Parties that this Agreement shall become operative on the effective date.

NVF:JAC:MMK

1/27/2021

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

CITY OF MILPITAS, CALIFORNIA,

455 E. Calaveras Boulevard
Milpitas, California 94577
Phone: (408) 777-3212
Fax: (408) 777-3366

APPROVED AS TO FORM:

CHRISTOPHER J. DIAZ Date
City Attorney

STEVEN MCHARRIS Date
City Manager

ATTEST:

WENDY WOOD
City Clerk

CITY OF SAN JOSE, CALIFORNIA

200 E. Santa Clara Street
San José, CA 95113
Phone: (408) 277-5777
Fax: (408) 277-3131

APPROVED AS TO FORM:

JON CALEGARI Date
Deputy City Attorney

LELAND WILCOX Date
Chief of Staff
Office of the City Manager

EXHIBIT “A”

SCOPE OF WORK AND SCHEDULE OF PERFORMANCE

The PROJECT consists of milling approximately 484,000 square feet of existing asphalt to a depth of two inches and placement of approximately 6,100 tons of Rubberized Hot Mix Asphalt on Landess Ave between Highway 680 and Piedmont Rd, adjustment of utility covers, installation of asphalt striping legends and markers, and installation of ADA curb ramps. Fifty percent of the roadway work is located within MILPITAS and fifty percent of work is located within the SAN JOSE. Curb ramps on the north side of the PROJECT are within MILPITAS jurisdiction and 100% of the curb ramp work is the responsibility of MILPITAS.

SAN JOSE is to deliver the PROJECT and prepare pavement design, striping plans and provide surveying services for monument preservation within the PROJECT limits.

The work to be performed is fully described in the 2021 MAJOR STREETS RESURFACING PROJECT #1 AND 2021 MAJOR STREETS CONCRETE & ADA PROJECT contract documents.

The above-mentioned contract documents are herein incorporated to this Agreement by reference.

1/27/2021

EXHIBIT “B”: COST ESTIMATE

Landess Ave Resurfacing Estimate (San Jose and Milpitas Cost Sharing)						
	Item #	Item Description	Unit	Unit Price	Quantity	Total Cost
GENERAL	1	Portable Changeable Message Sign (Revocable)	EA	\$ 10,000.00	2	\$ 20,000.00
	2	Reserve Police Officer for Traffic Control (Revocable)	FA	\$ 70.00	16	\$ 1,120.00
RESURFACING	3	Cold Plane 2"	SF	\$ 0.55	484,000	\$ 264,215.60
	4	Rubberized HMA (1/2") - Type G (In Place)	TON	\$ 145.00	6,100.00	\$ 884,500.00
	5	Remove and Replace 3" AC Pavement	SY	\$ 35.15	1,000.00	\$ 35,148.75
	6	Conform Cut	SF	\$ 0.75	5,665	\$ 4,248.75
UTILITIES	7	Lower Manhole (Revocable)	EA	\$ 643.75	26	\$ 16,737.50
	8	Adjust Manhole to Grade (Revocable)	EA	\$ 643.75	26	\$ 16,737.50
	9	Lower Water Valve (Revocable)	EA	\$ 463.50	36	\$ 16,709.18
	10	Adjust Water Valve to Grade (Revocable)	EA	\$ 476.38	36	\$ 17,173.32
	11	Lower Survey Monument Box (Revocable)	EA	\$ 463.50	6	\$ 2,781.00
ELECTRICAL	12	Adjust Survey Monument Box to Grade (Revocable)	EA	\$ 476.38	6	\$ 2,858.25
	13	Type C (6' x 20') Detector Loop Replacement (Revocable)	EA	\$ 1,030.00	28	\$ 28,840.00
	14	Type D (6' x 6') Bicycle Detector Loop (Revocable)	EA	\$ 378.53	28	\$ 10,598.70
STRIPING & MARKINGS	15	Install Type B,C,D,G,H or Blue Raised Pavement Markers (Revocable)	EA	\$ 6.26	2,000	\$ 12,514.50
	16	Thermoplastic: 2-Way Left Turn Stripe (Revocable)	LF	\$ 3.25	3373.5	\$ 10,963.88
	17	Thermoplastic: Double Yellow Stripe (Revocable)	LF	\$ 3.00	3731	\$ 11,193.00
	18	Thermoplastic: 6" Stripe (Revocable)	LF	\$ 2.70	13,000	\$ 35,100.00
	19	Thermoplastic: 6" Skip Stripe (Revocable)	LF	\$ 2.20	13,000	\$ 28,600.00
	20	Thermoplastic: 8" Stripe (Revocable)	LF	\$ 3.00	4,000	\$ 12,000.00
	21	Thermoplastic: 12" Stripe (Revocable)	LF	\$ 7.50	5,000	\$ 37,500.00
	22	Thermoplastic: Traffic Markings and Legends (Revocable)	SF	\$ 7.50	3,000	\$ 22,500.00
	23	Thermoplastic: Bike Lane Stripe - 6" (Revocable)	LF	\$ 2.70	13,000	\$ 35,100.00
	24	Thermoplastic: Bike Lane Skip Stripe - 6" Skip (Revocable)	LF	\$ 2.20	3500	\$ 7,700.00
	25	Thermoplastic: Bike Lane Symbol With Person & Arrow (Revocable)	EA	\$ 160.00	25	\$ 4,000.00
	26	Thermoplastic: Bike Detection Stencil (Revocable)	EA	\$ 100.00	14	\$ 1,400.00
	27	Thermoplastic: Skid Resistant Green Paint Type 1 Pavement Material (Revocable)	SF	\$ 10.00	7,000	\$ 70,000.00
				Total	\$ 1,610,239.92	
				Milpitas Share (50%)	\$ 805,119.96	
Curb Ramps	8	PCC Wheelchair Ramp (R-10, R-11, or Modified) (Include Base)	EA	\$ 5,300.00	17	\$ 90,100.00
	9	Remove and Replace PCC Curb & Gutter (Revocable) (Include Base)	LF	\$ 73.00	136	\$ 9,928.00
	10	Remove and Replace PCC Sidewalk (Revocable) (Include Base)	SF	\$ 17.00	544	\$ 9,248.00
				Milpitas Share (100%)	\$ 109,276.00	
					City of Milpitas Total	
					Pavement (50%) \$ 805,119.96	
					Concrete (100%) \$ 109,276.00	
					Subtotal \$ 914,395.96	
					Delivery/Administration (10%) \$ 91,439.60	
					Construction Contingency (10%) \$ 91,439.60	
					City of Milpitas Total \$ 1,097,275.11	

Landess Ave Resurfacing Estimate (San Jose and Milpitas Cost Sharing)

	Item #	Item Description	Unit	Unit Price	Quantity	Total Cost
GENERAL	1	Portable Changeable Message Sign (Revocable)	EA	\$ 10,000.00	2	\$ 20,000.00
	2	Reserve Police Officer for Traffic Control (Revocable)	FA	\$ 70.00	16	\$ 1,120.00
RESURFACING	3	Cold Plane 2"	SF	\$ 0.55	484,000	\$ 264,215.60
	4	Rubberized HMA (1 1/2") - Type G (In Place)	TON	\$ 145.00	6,100.00	\$ 884,500.00
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					Total	\$ 1,610,239.92
					Milpitas Share (50%)	\$ 805,119.96

Curb Ramps	8	PCC Wheelchair Ramp (R-10, R-11, or Modified) (Include Base)	EA	\$ 5,300.00	17	\$ 90,100.00
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	10	Remove and Replace PCC Sidewalk (Revocable) (Include Base)	SF	\$ 17.00	544	\$ 9,248.00
					Milpitas Share (100%)	\$ 109,276.00

City of Milpitas Total	
Pavement (50%)	\$ 805,119.96
Concrete (100%)	\$ 109,276.00
Subtotal	\$ 914,395.96
Delivery/Administration (10%)	\$ 91,439.60
Construction Contingency (10%)	\$ 91,439.60
City of Milpitas Total	\$ 1,097,275.15



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Reject All Bids and Authorize Staff to Re-package and Re-advertise the Project for Bid Proposals, McCandless Park Project No. 2005, No.5102, and No. 7076
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	3/2/2021
Staff Contact:	Steve Erickson, 408-586-3301
Recommendation:	Reject All Bids and Authorize Staff to Re-package and Re-advertise the Project for Bid Proposals, McCandless Park Project No. 2005, No. 5102, and No. 7076

Background:

The McCandless Park Project No. 2005, 5102, and 7076 ("Project") is in the adopted 2020-2025 Capital Improvement Program. The project provides for the construction of a new 5-acre City park adjacent to McCandless Drive next to the Mabel Mattos Elementary School. The new park is partially funded through a Santa Clara County All-Inclusive Playground grant and will include play areas for children, sports field, community garden, butterfly garden, picnic areas, dog play areas, pathways, and restrooms facilities.

The Project plans and specifications were advertised for bid on digital construction trade publications and in the Milpitas Post on October 9 and 16, 2020, in accordance with the bidding requirements of the Uniform Public Construction Cost Accounting Act. Bid opening was held on February 10, 2021, and five sealed bids were received.

Analysis:

The following is a tabulation and summary of the five bids received and it is included in the agenda packet as **Attachment 1**.

Bidder	Location	Base Bid
Engineer's Estimate		\$7,159,655
McGuire & Hester, Inc.	Alameda, CA	\$6,396,959
Marina Landscape, Inc.	Orange, CA	\$6,686,130
Suarez & Munoz Construction	Alameda, CA	\$7,706,500
California Plus Engineering	Campbell, CA	\$8,176,500
Galeb Paving, Inc.	Saratoga, CA	\$8,234,010

The bid pricing submitted varies between 15% under to 15% over the Engineer's Estimate. The low bid was submitted by McGuire & Hester, Inc., with a Bid amount of \$6,396,959.

Unfortunately, Staff has reviewed all five bid packages and has determined that all five bids received include bid errors and all bids are recommended to be rejected. All five bidders submitted bids with problems related to the installation of the playground play surface. The bidders either failed to list a California licensed subcontractor registered with the California Department of Industrial Relations (DIR), or they did not list a subcontractor that is trained and certified by the manufacturer of the play surface for installation of the specified playground surface. Therefore, staff recommends City Council reject all bids in accordance with

Public Contract Code sections 20166 and 22038, and authorize staff to revise, re-package, and re-advertise the Project for new bid proposals.

Policy Alternatives:

Alternative 1: Not to reject all bids for the Project.

Pros: None.

Cons: Not rejecting all bids will delay construction of the Project and may jeopardize completion of the Project within the deadline for the grant, which is January 2023.

Reason not Recommended: The grant funding agreement with County of Santa Clara stipulates that the all-inclusive playground is to be open to the public by January 2023. A delay in the completion of the Project will result in loss of grant funding for both the City and Milpitas Unified School District's play areas.

Fiscal Impact:

Adequate funds are available in the Project budget and no additional funding appropriation will be required at this time.

California Environmental Quality Act:

In accordance with California Environmental Quality Act Guidelines Section 15164, an Addendum to the June 3, 2008 Transit Area Specific Plan Environmental Impact Report to address minor changes and additions was created and adopted by the City Council on February 4, 2020.

Recommendation:

Reject All Bids and Authorize Staff to Re-package and Re-advertise the Project for Bid Proposals.

Attachments:

Attachment 1: Bid Results



CITY OF MILPITAS
ENGINEERING DIVISION
BID SUMMARY

Project Name: McCandless Park
Project No. : 5102
Bid Date: February 10, 2021 @ 2:00PM

ASE BID				Engineer's Estimate		McGuire & Hester, Inc.		Marina Landscape, Inc.		California Plus Engineering		Suarez & Munoz Construction		Galeb Paving, Inc.	
ITEM	DESCRIPTION	Qty.	UNIT	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension
1	Mobilization (5% Max.)	1	LS	\$340,000.00	\$340,000.00	\$81,000.00	\$81,000.00	\$225,000.00	\$225,000.00	\$355,000.00	\$355,000.00	\$300,000.00	\$300,000.00	\$325,000.00	\$325,000.00
2	Site Preparation- Temporary Construction Fencing, Tree Protection, and Traffic Control	1	LS	\$68,750.00	\$68,750.00	\$52,000.00	\$52,000.00	\$63,000.00	\$63,000.00	\$65,000.00	\$65,000.00	\$70,000.00	\$70,000.00	\$606,000.00	\$606,000.00
3	Storm Water Pollution Prevention Plan Implementation	1	LS	\$88,000.00	\$88,000.00	\$83,200.00	\$83,200.00	\$47,000.00	\$47,000.00	\$55,000.00	\$55,000.00	\$40,000.00	\$40,000.00	\$25,000.00	\$25,000.00
4	Trenching, Shoring, and Bracing	1	LS	\$50,000.00	\$50,000.00	\$564.00	\$564.00	\$25,000.00	\$25,000.00	\$120,000.00	\$120,000.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00
5	Earthwork- Rough Grading, Fine Grading, Imported Soil	1	LS	\$415,000.00	\$415,000.00	\$305,250.00	\$305,250.00	\$510,000.00	\$510,000.00	\$350,000.00	\$350,000.00	\$1,300,000.00	\$1,300,000.00	\$1,011,000.00	\$1,011,000.00
6	Selective Demolition, Clearing and Grubbing, Tree Removal and Trimming	1	LS	\$82,000.00	\$82,000.00	\$61,000.00	\$61,000.00	\$51,000.00	\$51,000.00	\$210,000.00	\$210,000.00	\$150,000.00	\$150,000.00	\$635,000.00	\$635,000.00
7	Asphalt Concrete Paving	21000	SF	\$15.25	\$320,250.00	\$10.00	\$210,000.00	\$10.00	\$210,000.00	\$15.00	\$315,000.00	\$10.00	\$210,000.00	\$8.60	\$180,600.00
8	Stabilized Decomposed Granite Pavin and Header Board	32600	SF	\$10.00	\$326,000.00	\$8.00	\$260,800.00	\$6.30	\$205,380.00	\$15.00	\$489,000.00	\$10.00	\$326,000.00	\$9.45	\$308,070.00
9	Concrete Improvements	1	LS	\$410,000.00	\$410,000.00	\$461,720.00	\$461,720.00	\$320,000.00	\$320,000.00	\$610,000.00	\$610,000.00	\$557,000.00	\$557,000.00	\$498,000.00	\$498,000.00
10	Potable Water Improvements	1	LS	\$488,000.00	\$488,000.00	\$341,000.00	\$341,000.00	\$334,000.00	\$334,000.00	\$300,000.00	\$300,000.00	\$400,000.00	\$400,000.00	\$359,300.00	\$359,300.00
11	Sanitary Sewer Improvements	1	LS	\$109,200.00	\$109,200.00	\$78,025.00	\$78,025.00	\$70,000.00	\$70,000.00	\$250,000.00	\$250,000.00	\$170,000.00	\$170,000.00	\$138,100.00	\$138,100.00
12	Storm Drainage Improvements	1	LS	\$299,400.00	\$299,400.00	\$320,000.00	\$320,000.00	\$309,000.00	\$309,000.00	\$420,000.00	\$420,000.00	\$340,000.00	\$340,000.00	\$488,000.00	\$488,000.00
13	Miscellaneous Signage and Striping	1	LS	\$60,750.00	\$60,750.00	\$11,200.00	\$11,200.00	\$40,000.00	\$40,000.00	\$45,000.00	\$45,000.00	\$30,000.00	\$30,000.00	\$5,100.00	\$5,100.00
14	Site Furnishings	1	LS	\$466,700.00	\$466,700.00	\$621,425.00	\$621,425.00	\$480,000.00	\$480,000.00	\$180,000.00	\$180,000.00	\$500,000.00	\$500,000.00	\$628,000.00	\$628,000.00
15	Playground Equipment Installation	1	LS	\$405,600.00	\$405,600.00	\$336,775.00	\$336,775.00	\$257,000.00	\$257,000.00	\$250,000.00	\$250,000.00	\$230,000.00	\$230,000.00	\$153,800.00	\$153,800.00
16	City Playground Protective Surfacing	13300	SF	\$28.00	\$372,400.00	\$24.50	\$325,850.00	\$31.00	\$412,300.00	\$25.00	\$332,500.00	\$25.00	\$332,500.00	\$25.20	\$335,160.00
17	School Playground Protective Surfacing	8400	SF	\$25.50	\$214,200.00	\$24.50	\$205,800.00	\$28.00	\$235,200.00	\$25.00	\$210,000.00	\$25.00	\$210,000.00	\$24.70	\$207,480.00
18	Ornamental Fences & Gates	1	LS	\$356,200.00	\$356,200.00	\$323,600.00	\$323,600.00	\$375,000.00	\$375,000.00	\$60,000.00	\$60,000.00	\$350,000.00	\$350,000.00	\$305,000.00	\$305,000.00
19	Pre-Engineered Structures	1	LS	\$1,165,830.00	\$1,165,830.00	\$1,196,000.00	\$1,196,000.00	\$1,300,000.00	\$1,300,000.00	\$1,350,000.00	\$1,350,000.00	\$750,000.00	\$750,000.00	\$1,010,000.00	\$1,010,000.00
20	Joint Use Landscaping	1	LS	\$50,000.00	\$50,000.00	\$39,500.00	\$39,500.00	\$25,400.00	\$25,400.00	\$100,000.00	\$100,000.00	\$66,000.00	\$66,000.00	\$33,500.00	\$33,500.00
21	Park Landscaping	1	LS	\$311,600.00	\$311,600.00	\$197,500.00	\$197,500.00	\$122,000.00	\$122,000.00	\$320,000.00	\$320,000.00	\$350,000.00	\$350,000.00	\$138,200.00	\$138,200.00
22	Joint Use Irrigation System	1	LS	\$27,800.00	\$27,800.00	\$38,600.00	\$38,600.00	\$21,150.00	\$21,150.00	\$70,000.00	\$70,000.00	\$40,000.00	\$40,000.00	\$29,700.00	\$29,700.00
23	City Irrigation System	1	LS	\$263,575.00	\$263,575.00	\$192,750.00	\$192,750.00	\$112,700.00	\$112,700.00	\$120,000.00	\$120,000.00	\$270,000.00	\$270,000.00	\$195,000.00	\$195,000.00
24	90-day Maintenance Period	1	LS	\$45,000.00	\$45,000.00	\$20,800.00	\$20,800.00	\$36,000.00	\$36,000.00	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00	\$4,000.00	\$4,000.00
25	Communication, Electrical, and Lighting System	1	LS	\$423,400.00	\$423,400.00	\$632,600.00	\$632,600.00	\$900,000.00	\$900,000.00	\$950,000.00	\$950,000.00	\$700,000.00	\$700,000.00	\$605,000.00	\$605,000.00
TOTAL					\$7,159,655.00		\$6,396,959.00		\$6,686,130.00		\$7,546,500.00		\$7,706,500.00		\$8,234,010.00

Apparent Low Bidder

List of Sub-Contractors:

Description	McGuire & Hester, Inc.	Marina Landscape, Inc.	California Plus Engineering	Suarez & Munoz Construction	Galeb Paving, Inc.
Playground Equipment	Recreation Science Inc.	Creative Builders	Creative Builders	M.A.K. Associates DBA Playgrounds Unlimited	Creative Builders
Concrete	R&R Maher	MF Maher, Inc.			R&R Maher
Prefabricated Building	Bjork Construction Company	Romtec	Romtec		RL Zeigebn
Electrical	St Francis Electric	Pacific Power & Systems		W. Bradley Electric	4 Point Power
Fencing	AAA Fence Company, Inc	AAA Fence Company, Inc.		AAA Fence Company, Inc	AAA Fence Company, Inc
Rubber Surfacing	Rubber E Cycle	Recreation Project Builders		Recreation Project Builders	
Asphalt		Terramark General Engineering Contractors, Inc.			
Plumbing				Joe Kocher Plumbing, Inc.	
Earthwork			Radius Earthwork, Inc.		
Landscaping and Irrigation			Brightview		Brightview
Marking, Striping, Signs			Compass Engineering		

Bid non-responsive due to the subcontractor doesn't comply with Bid Documents.

Bid Amount total revised from \$8,274,101 to \$8,234,010.00



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Receive the 2020 Housing Element Annual Progress Report and Housing Successor Agency Annual Report and Authorize the Submittal of Both Reports to California Department of Housing and Community Development (HCD) and Governor's Office of Planning and Research (OPR)
Category:	Consent Calendar-Community Development
Meeting Date:	3/2/2021
Staff Contact:	Sharon Goei, 408-586-3260; Adam Marcus, 408-586-3244
Recommendation:	Receive the 2020 Housing Element Annual Progress Report and Housing Successor Agency Annual Report and authorize the submittal of both reports to California Department of Housing and Community Development (HCD) and Governor's Office of Planning and Research (OPR)

Background:

Government Code Section 65400 mandates that all cities and counties provide by April 1 of each year an Annual Progress Report of the Housing Element to the legislative body, the California Department of Housing and Community Development (HCD), and the Governor's Office of Planning and Research (OPR) on the status of the City's Housing Element and housing permit activity. More specifically, the State requests a report describing the community's progress in meeting its Regional Housing Needs Allocation (RHNA) goals to maintain, improve, and develop housing through permitting and housing related programs. The City's Housing Element was certified by the State when it demonstrated that adequate sites have been identified to accommodate the City's RHNA housing growth, whereas the Annual Report tracks the actual progress of permitting and constructing new housing. The reporting timeframe covers the RHNA cycle of 2015-2023.

In March 2015, a new State reporting requirement was established, which mandates that jurisdictions also submit a Housing Successor Agency Annual Report with the Annual Progress Report. The Housing Successor Annual Report details activities the Milpitas Housing Authority has undertaken over the 2019-2020 fiscal year relating to the Low and Moderate-Income Housing Asset Fund (LMIHAF). The format of the report is prepared in accordance with the forms adopted by HCD. Both reports are attached for reference.

Analysis:

The information that follows provides a summary of the City's housing production for calendar year 2020. The attachments include the full report to the California Department of Housing and Community Development and Office of Planning and Research. Some tables have been left blank because they do not apply.

Housing Element Annual Progress Report

Following recent changes in state law, this report tracks the entire development process from application through certificate of occupancy. The following table provides an overview which is followed by a breakdown for each of these development milestones. Some projects are recorded in several categories. For instance, applications for certain projects were submitted and entitled in 2020, and other projects were issued building permits and/or certificates of occupancy in 2020.

Housing Production in Milpitas		
Type	2019 Housing Units	2020 Housing Units
Applications	94	24

Entitlements	140	466
Building Permits	141	204
Occupancy	534	231

Housing Applications

Attachment 1, Table A lists the number of housing development applications submitted to the Planning Department. In 2020, the City received 24 housing development applications to develop a total of 24 units. This was a decrease of 70 applications compared to 2019. Of those 24 applications, 22 were for accessory dwelling units (ADUs) and 2 were approved for single family rebuilds. The below table summarizes this data. For full details see Attachment 1, Table A.

Housing Applications Submitted in 2020						
Unit Type	Projects	Extremely Low / Very Low	Low	Moderate	Above Moderate	Total Units
Multifamily	0	0	0	0	0	0
ADU	22	0	0	0	22	22
Single Family	2	0	0	0	2	2
Two to Four Unit	0	0	0	0	0	0
Total	24	0	0	0	24	24

Housing Entitlements, Building Permits, and Occupancy

Attachment 1, Table A2 lists the projects that have completed the entitlement process, have been issued building permits, or have passed the final inspection conducted by the Department of Building Safety and Housing. A few units in Table A were also entitled by the City in 2020 so they also appear on the Completed Entitlement section of Table A2.

In 2020, the City issued planning entitlements for 466 units. This was an increase of 326 units compared to 2019. The majority of the entitlements issued in 2020 were for market rate multifamily units. The below table summarizes entitlement data. For full details see Attachment 1, Table A2.

Housing Entitlements Approved in 2020						
Unit Type	Projects	Extremely Low / Very Low	Low	Moderate	Above Moderate	Total Units
Multifamily	2	22	41	0	353	416
ADU	1	0	0	0	10	10
Single Family	3	0	0	4	36	40
Two to Four Unit	0	0	0	0	0	0
Total	6	22	41	4	399	466

Building permits are what the state uses to measure progress against the City's Regional Housing Needs Allocation (RHNA) goals. In 2020, the City issued building permits for 23 projects for a total of 204 units. This was an increase of 63 units compared to 2019. Of the building permits issued in 2020, 132 units were for affordable housing and 72 units were for market rate housing. Most of the building permits were for multifamily housing. The below table summarizes building permit data. For full details see Attachment 1, Table A2.

Housing Building Permits Issued in 2020						
Unit Type	Projects	Extremely Low / Very Low	Low	Moderate	Above Moderate	Total Units
Multifamily	2	132	0	0	3	135
ADU	19	0	0	0	19	19
Single Family	2	0	0	0	50	50
Two to Four Unit	0	0	0	0	0	0
Total	23	132	0	0	72	204

The City issued occupancy for 231 housing units in 2020. This was a decrease of 303 units compared to 2019. None of the units that received occupancy in 2020 was deed restricted affordable. The majority of these units were townhomes from older projects that were not subject to inclusionary policies.

Housing Occupancy Issued in 2020						
Unit Type	Projects	Extremely Low / Very Low	Low	Moderate	Above Moderate	Total Units
Multifamily	2	0	0	0	45	45
ADU	14	0	0	0	14	14
Single Family	6	0	0	0	172	172
Two to Four Unit	0	0	0	0	0	0
Total	22	0	0	0	231	231

Overall Progress on RHNA Goals

While this report tracks all steps in the development cycle, RHNA production goals are measured by building permits issued. For the 2015-2023 RHNA cycle, the total housing production goal for the City of Milpitas is 3,290 housing units. The City has far exceeded its goal for above moderate-income housing units. In 2020, the City added 72 additional above moderate-income units and 132 affordable units.

The remaining RHNA goal for the next three years is to permit 1,997 units of extremely low, very low, low, and moderate-income units. This is summarized in the table below. For details on the City's yearly progress since 2015, see Attachment 1, Table B.

Milpitas RHNA By Income Level					
	Extremely Low / Very Low	Low	Moderate	Above Moderate	Total Units
RHNA Goals for 2015-2023	1,004	570	565	1,151	3,290
Building Permits 2015-2020	142	0	0	2,452	2,594
Remaining Balance of RHNA	862	570	565	0	1,997

Meeting the City's affordable housing production goals will require a combination of mixed income (inclusionary) and standalone affordable housing development. On June 19, 2018, the City adopted an Affordable Housing Ordinance which requires that 15% of all new residential development projects of 10 units or more designed and intended for permanent occupancy be affordable to very low-income, low-income, or moderate-income households. The current ordinance requires Council approval based on findings before a developer is allowed to pay an in-lieu fee.

The City is still working through older projects that were not subject to the Affordable Housing Ordinance and newer projects are coming forward that will build units on-site. The following developments have not yet received building permits, but they will help the City meet its remaining RHNA goals. These projects will yield approximately 318 affordable units for very-low, low, and moderate-income households. These projects are anticipated to apply for building permits in 2021 or later.

Affordable Housing and Mixed-Income Projects¹						
Project	Extremely Low / Very Low	Low	Moderate	Above Moderate	Total Affordable Units	Total Units
600 Barber Lane	15	41	0	316	56	372
91 Montague Expressway	0	2	10	60	12	72
1380-1400 S. Main Street	10	0	0	210	10	220
1504 S. Main Street	38	0	0	152	38	190
1005 N. Park Victoria Drive	0	0	4	39	4	43
308 Sango Court	0	84	0	1	84	85
355 Sango Court	85	16	0	1	101	102
1724 Sunnyhills Drive	7	0	0	37	7	44
2001 Tarob Court	0	0	6	34	6	40
Total	155	143	20	850	318	1,168

It is important to note that 862 units or 43% of our remaining RHNA goal is for extremely-low and very-low income housing. Currently, our Affordable Housing Ordinance does not require developers to provide extremely-low and very-low income housing. This underscores the importance of collaboration and using other strategies to incentivize and support developers who seek to build well-designed and professionally managed affordable housing at these income levels. For example, Measure A is a \$950 million affordable housing bond passed by Santa Clara County voters in November 2016. Measure A helps to fund housing development for special needs populations as well as housing for extremely low-income households.

Housing Programs

The annual submittal also reports on the City's progress on implementing housing related policies and programs. The following highlights programs where the City made progress in 2020:

- The City anticipates the construction of approximately 155 new extremely low/very-low income units, 143 low-income units, and 20 moderate-income units in the next few years. These will be built as stand-alone affordable housing and mixed-income housing in compliance with the City's Affordable Housing Ordinance.
- The City expects to adopt its new General Plan in early March 2021 and has identified areas that will need to be predesignated for either greater residential densities or mixed uses that allow residential. Adoption of the General Plan is anticipated in 2021.
- The City is also updating the Metro Specific Plan (formerly known as the Transit Area Specific Plan) with new design guidelines, densities, and land use designations and will begin updating the Midtown/Gateway Specific Plan in 2021. The City is also preparing Objective Design Standards for residential and mixed-use developments to establish clear and implementable design criteria which will help ensure that new projects are attractive and meet the intent of the City's General Plan.
- The City was awarded the Local Early Action Planning (LEAP) grant to implement Housing Opportunity Zones and utilize incentive-based zoning in its specific plan updates and to provide incentives (permit streamlining, CEQA streamlining, objective design standards, and financial incentives) for affordable developers and mixed-income housing.
- The City is preparing a Development Handbook and Accessory Dwelling Unit (ADU) Toolkit to clarify the City's development review process and ADU regulations. The City is also implementing a web-based ADU visualization tool to allow homeowners to visualize where an ADU can be located on their property and design their own ADUs by selecting or customizing pre-approved designs. These efforts are expected to improve customer service, reduce permit processing times, and streamline ADU production.
- The City Council continued funding the Rent Relief Program to provide assistance to Milpitas residents and families that have emergency housing needs such as rent, deposit relief, emergency hardship, eviction prevention, domestic violence relocation, child homelessness relief, and Section 8 Good Faith

¹ Affordability levels and units are estimates and may be subject to change as projects are finalized.

Deposit assistance. As of early February, the program has assisted over 70 households with a total of over 250 residents.

- In fiscal year 2020-21, the City awarded Project Sentinel CDBG funds for Fair Housing assistance and for COVID-19 related rent relief/reduction services through negotiations with tenant, property owner, mortgage holder, and mediators. Project Sentinel also hosted two educational workshops on fair housing laws and the local eviction moratorium.
- In 2020, the City endorsed the County's 2020-2025 Community Plan to End Homelessness and two Councilmembers served on the County's Unhoused Task Force. The City allocated funding for mobile shower and laundry service in Milpitas, and allocated funding for homeless outreach, assessment, and street-based case management in partnership with the County's Office of Supportive Housing.

For details on these and other programs, please refer to Attachment 1, Table D.

RHNA Update

Most jurisdictions throughout California have challenges meeting their RHNA goals, including those in the Bay Area. As housing production is a regional issue that transcends city boundaries and barriers, shared housing strategies can benefit all communities in the area. Toward this end, staff has closely followed the Association of Bay Area Governments' (ABAG) process for distributing units for the 2023-2031 RHNA cycle and has applied for grants through the ABAG Regional Early Action Planning (REAP) and Priority Development Area Planning technical assistance programs. Housing and Planning staff regularly attend meetings hosted by the Santa Clara County Cities Association Planning Collaborative and will continue to exchange best practices and lessons learned. Staff will also track new issue-based regional working groups as they form in 2021.

Housing Successor Agency Annual Report

The Housing Successor Annual Report (Attachment 2) addresses the requirements of California Health and Safety Code Section 34176.1(f) regarding the Low- and Moderate-Income Housing Asset Fund (LMIHAF). This Report outlines the financial and housing covenant details of the Milpitas Housing Authority (Housing Successor) for 2019-20 (Fiscal Year). The purpose of this Report is to provide the governing body of the Housing Successor an annual report on the housing assets and activities of the Housing Successor under Part 1.85, Division 24 of the California Health and Safety Code, in particular sections 34176 and 34176.1 (Dissolution Law).

This Report includes discussion on the deposits, ending balance, and expenditures from the LMIHAF. A description of the Housing Successor's assets, and any transfers of assets to other housing successor agencies are also addressed. The Report also discusses the Housing Successor's current projects, acquisitions of any real property since February 1, 2012, or any outstanding obligations. Finally, as required by law, three separate tests are discussed – the income test, senior housing test, and excess surplus test. The results of these tests are discussed in Attachment 2.

Policy Alternative:

Alternative: Do not accept or authorize the submittal of the Housing Element Annual Progress Report and Housing Successor Agency Annual Report to HCD and OPR.

Pros: None.

Cons: If the City does not submit the reports to HCD and OPR, the City would not be in compliance with Government Code Section 65400.

Reason not recommended: Per Government Code Section 65400, failure to submit the reports will result in a court order or judgment compelling compliance.

Fiscal Impact:

Receiving and submitting the Housing Element Annual Progress Report and Housing Successor Agency Annual Report to HCD and OPR will result in no fiscal impact to the City.

California Environmental Quality Act:

The action being considered has no potential for causing a significant effect on the environment and is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3).

Recommendation:

Receive the 2020 Housing Element Annual Progress Report and Housing Successor Agency Annual Report and authorize the submittal of both reports to California Department of Housing and Community Development (HCD) and Governor's Office of Planning and Research (OPR).

Attachments:

1. Housing Element Annual Progress Report
2. Housing Successor Agency Annual Report

Table A - Housing Development Applications Submitted

Jurisdiction	Milpitas
Reporting Year	2020 (Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT Housing Element Implementation

(CCR Title 25 §6202)

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table A																				
Housing Development Applications Submitted																				
Project Identifier					Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes							Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Notes		
1					2	3	4	5							6		7	8	9	10
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted (see instructions)	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project	Was APPLICATION SUBMITTED Pursuant to GC 65913.4(b)? (SB 35 Streamlining)	Notes*	
Summary Row: Start Data Entry Below								0	0	0	0	0	0	0	24	24	21	0		
	8808095	1461 Saturn Ct		P-SD20-0009	SFD	O	09/01/2020							1	1	1		No	APPROVED	
	2210018	230 Uvas St		P-SD20-0010	SFD	O	9/11/2020							1	1	1		No	APPROVED	
	2928064	1746 View Dr		P-ADU20-0001	ADU	R	2/13/2020							1	1	1		No	APPROVED	
	2944034	1135 Berg Ct		P-ADU20-0002	ADU	R	2/28/2020							1	1	1		No	APPROVED	
	8811009	193 S Temple Dr		P-ADU20-0003	ADU	R								1	1	1		No		
							3/6/2020												APPROVED	
	2942043	1571 Kennedy Dr		P-ADU20-0004	ADU	R	3/23/2020							1	1	1		No	APPROVED	
	2212046	621 Lexington St		P-ADU20-0005	ADU	R	6/8/2020							1	1	1		No	APPROVED	
	2625006	1330 Ciriolo St		P-ADU20-0006	ADU	R	6/29/2020							1	1	1		No	APPROVED	
	8802019	433 S Park Victoria Dr		P-ADU20-0007	ADU	R	7/29/2020							1	1	1		No	APPROVED	
	2220058	355 Smithwood St		P-ADU20-0008	ADU	R	8/24/2020							1	1	1		No	APPROVED	
	2952018	1031 Cervantez Ct		P-ADU20-0009	ADU	R	8/25/2020							1	1	1		No	APPROVED	
	2620006	802 Kevenaire Dr		P-ADU20-0010	ADU	R	8/28/2020							1	1	1		No	APPROVED	
																			APPROVED	
	2615060	171 Midwick Dr		P-ADU20-0011	ADU	R	9/14/2020							1	1	1		No	APPROVED	
	2906037	886 Calaveras Ridge Dr		P-ADU20-0012	ADU	R	9/14/2020							1	1	1		No	APPROVED	
	2208028	198 Orion Ct		P-ADU20-0013	ADU	R	9/17/2020							1	1	1		No	APPROVED	
	2601007	457 Dixon Rd		P-ADU20-0014	ADU	R	9/22/2020							1	1	0		No	INCOMPLETE SUBMITTAL	
	2219015	434 Heath St		P-ADU20-0015	ADU	R	9/23/2020							1	1	1		No	APPROVED	
	2806085	679 Corinthia Dr		P-ADU20-0016	ADU	R	10/5/2020							1	1	1		No	APPROVED	
	8619084	375 Timber Wy		P-ADU20-0017	ADU	R	10/6/2020							1	1	0		No	PENDING	
	2603053	233 Mazey St		P-ADU20-0018	ADU	R	10/19/2020							1	1	1		No	APPROVED	
	8807047	410 Carnegie Dr		P-ADU20-0019	ADU	R	10/27/2020							1	1	1		No	APPROVED	
	8823090	1613 Rocky Mountain Av		P-ADU20-0021	ADU	R	12/15/2020							1	1	0		No	PENDING	
	2233072	1148 Hermina Av		P-MS20-0156	ADU	R	11/16/2020							1	1	1		No	APPROVED	
	2944007	1121 S Park Victoria Dr		P-MS20-0132	ADU	R	10/2/2020							1	1	1		No	APPROVED	
															0				APPROVED	

Table A2 - New Construction Entitled

Table A2															
Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units															
Project Identifier					Unit Types		Affordability by Household Incomes - Completed Entitlement								
1					2	3	4								5
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Entitlement Date Approved	# of Units issued Entitlements
Summary Row: Start Data Entry Below							22	0	41	0	4	0	399		466
	2904040	1005 N Park Victoria Dr		P-SD18-0015	SFD	O					4		34	1/21/2020	38
	8825044	1889 GRAND TETON DR		P-SD19-0001	SFD	O							1	2/6/2020	1
	9237024	250 PIEDMONT RD		P-SD19-0004	SFD	O							1	8/28/2020	1
	8601034	600 BARBER LN		P-SD19-0006	5+	R	15		41			0	316	44055	372
	2606009	1724 SUNNYHILLS DR		P-SD18-0004	5+	R	7						37	44139	44
	2904040	1005 N Park Victoria Dr		P-SD18-0015	ADU	R							10	43851	10
	2826003	1000 Hillview Ct			5+	R									0
	8612021	1102 S ABEL ST			5+	R									0
	2621015	1051 Columbus Dr			ADU	R									0
	2810060	468 Dundee Av			ADU	R									0
	2944034	1135 Berg Ct			ADU	R									0
	2210034	810 Coyote St			ADU	R									0
	8803004	165 S Park Victoria Dr			ADU	R									0
	2942043	1567 Kennedy Dr			ADU	R									0
	8609077	335 Sylvia Av			ADU	R									0
	8808095	1461 Saturn Ct			ADU	R									0
	2928013	1882 Golden Hills Dr			ADU	R									0
	2802079	817 Terra Bella Dr			ADU	R									0
	2802079	815 Terra Bella Dr			ADU	R									0
	2625006	1332 Cirolero St			ADU	R									0
	2625006	1330 Cirolero St			ADU	R									0
	2208028	198 Orion Ct			ADU	R									0
	2814079	436 Tramway Pl			ADU	R									0
	2620006	802 Kevenaire Dr			ADU	R									0
	8803001	125 S Park Victoria Dr			ADU	R									0
	2904024	1119 Fox Hollow Ct			ADU	R									0
	8802019	433 S Park Victoria Dr			ADU	R									0
	8636039	506 SAGE CT	Tarob Court Townhomes		SFA	O									0
	8636039	2052 TAROB CT	Tarob Court Townhomes		SFA	O									0
	8636039	2056 TAROB CT	Tarob Court Townhomes		SFA	O									0
	8636039	2058 TAROB CT	Tarob Court Townhomes		SFA	O									0
	8636039	2062 TAROB CT	Tarob Court Townhomes		SFA	O									0
	8636039	2066 TAROB CT	Tarob Court Townhomes		SFA	O									0
	8636039	2068 TAROB CT	Tarob Court Townhomes		SFA	O									0
	8636039	2070 TAROB CT	Tarob Court Townhomes		SFA	O									0
	8636039	2072 TAROB CT	Tarob Court Townhomes		SFA	O									0
	8636039	2060 TAROB CT	Tarob Court Townhomes		SFA	O									0
	8636039	522 SAGE CT	Tarob Court Townhomes		SFA	O									0
	8636039	520 SAGE CT	Tarob Court Townhomes		SFA	O									0

Table A2 - New Construction Building Permits Issued

Table A2											
Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units											
Project Identifier			Affordability by Household Incomes - Building Permits							8	9
			7								
Current APN	Street Address	Project Name*	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Building Permits Date Issued	# of Units Issued Building Permits
			132	0	0	0	0	0	72		204
2904040	1005 N Park Victoria Dr										0
8825044	1889 GRAND TETON DR										0
9237024	250 PIEDMONT RD										0
8601034	600 BARBER LN										0
2606009	1724 SUNNYHILLS DR										0
2904040	1005 N Park Victoria Dr										0
2826003	1000 Hillview Ct		132						2	11/25/20	134
8612021	1102 S ABEL ST								1	6/25/20	1
2621015	1051 Columbus Dr								1	2/7/20	1
2810060	468 Dundee Av								1	3/2/20	1
2944034	1135 Berg Ct								1	3/11/20	1
2210034	810 Coyote St								1	5/22/20	1
8803004	165 S Park Victoria Dr								1	6/10/20	1
2942043	1567 Kennedy Dr								1	6/29/20	1
8609077	335 Sylvia Av								1	7/9/20	1
8808095	1461 Saturn Ct								1	7/16/20	1
2928013	1882 Golden Hills Dr								1	8/20/20	1
2802079	817 Terra Bella Dr								1	9/14/20	1
2802079	815 Terra Bella Dr								1	9/14/20	1
2625006	1332 Cirolero St								1	9/15/20	1
2625006	1330 Cirolero St								1	9/15/20	1
2208028	198 Orion Ct								1	10/9/20	1
2814079	436 Tramway Pl								1	10/13/20	1
2620006	802 Kevenaire Dr								1	10/19/20	1
8803001	125 S Park Victoria Dr								1	10/20/20	1
2904024	1119 Fox Hollow Ct								1	12/11/20	1
8802019	433 S Park Victoria Dr								1	12/23/20	1
8636039	506 SAGE CT	Tarob Court Townhomes							1	1/31/20	1
8636039	2052 TAROB CT	Tarob Court Townhomes							1	2/3/20	1
8636039	2056 TAROB CT	Tarob Court Townhomes							1	2/3/20	1

8636039	2058 TAROB CT	Tarob Court Townhomes							1	2/3/20	1
8636039	2062 TAROB CT	Tarob Court Townhomes							1	2/3/20	1
8636039	2066 TAROB CT	Tarob Court Townhomes							1	2/3/20	1
8636039	2068 TAROB CT	Tarob Court Townhomes							1	2/3/20	1
8636039	2070 TAROB CT	Tarob Court Townhomes							1	2/3/20	1
8636039	2072 TAROB CT	Tarob Court Townhomes							1	2/3/20	1
8636039	2060 TAROB CT	Tarob Court Townhomes							1	2/3/20	1
8636039	522 SAGE CT	Tarob Court Townhomes							1	2/3/20	1
8636039	520 SAGE CT	Tarob Court Townhomes							1	2/3/20	1
8636039	518 SAGE CT	Tarob Court Townhomes							1	2/3/20	1
8636039	516 SAGE CT	Tarob Court Townhomes							1	2/3/20	1
8636039	512 SAGE CT	Tarob Court Townhomes							1	2/3/20	1
8636039	510 SAGE CT	Tarob Court Townhomes							1	2/3/20	1
8636039	508 SAGE CT	Tarob Court Townhomes							1	2/3/20	1
8636039	2030 TAROB CT	Tarob Court Townhomes							1	7/18/20	1
8636039	2032 TAROB CT	Tarob Court Townhomes							1	7/18/20	1
8636039	2036 TAROB CT	Tarob Court Townhomes							1	7/18/20	1
8636039	2038 TAROB CT	Tarob Court Townhomes							1	7/18/20	1
8636039	2012 TAROB CT	Tarob Court Townhomes							1	7/18/20	1
8636039	2016 TAROB CT	Tarob Court Townhomes							1	7/18/20	1
8636039	2018 TAROB CT	Tarob Court Townhomes							1	7/18/20	1
8636039	2020 TAROB CT	Tarob Court Townhomes							1	7/18/20	1
8636039	2022 TAROB CT	Tarob Court Townhomes							1	7/18/20	1
8636039	2061 JOSHUA TREE CL	Tarob Court Townhomes							1	9/2/20	1
8636039	2059 JOSHUA TREE CL	Tarob Court Townhomes							1	9/2/20	1
8636039	2057 JOSHUA TREE CL	Tarob Court Townhomes							1	9/2/20	1
8636039	2055 JOSHUA TREE CL	Tarob Court Townhomes							1	9/2/20	1
8636039	2053 JOSHUA TREE CL	Tarob Court Townhomes							1	9/2/20	1
8636039	2025 JOSHUA TREE CL	Tarob Court Townhomes							1	9/2/20	1
8636039	2027 JOSHUA TREE CL	Tarob Court Townhomes							1	9/2/20	1
8636039	2029 JOSHUA TREE CL	Tarob Court Townhomes							1	9/2/20	1

8636039	2031 JOSHUA TREE CL	Tarob Court Townhomes							1	9/2/20	1
8636039	2033 JOSHUA TREE CL	Tarob Court Townhomes							1	9/2/20	1
8636039	2035 JOSHUA TREE CL	Tarob Court Townhomes							1	9/2/20	1
8636039	2037 JOSHUA TREE CL	Tarob Court Townhomes							1	9/2/20	1
8636039	2039 JOSHUA TREE CL	Tarob Court Townhomes							1	9/2/20	1
8636039	2077 JOSHUA TREE CL	Tarob Court Townhomes							1	9/2/20	1
8636039	2075 JOSHUA TREE CL	Tarob Court Townhomes							1	9/2/20	1
8636039	2073 JOSHUA TREE CL	Tarob Court Townhomes							1	9/2/20	1
8636039	2071 JOSHUA TREE CL	Tarob Court Townhomes							1	9/2/20	1
8636039	2069 JOSHUA TREE CL	Tarob Court Townhomes							1	9/2/20	1
8636039	2067 JOSHUA TREE CL	Tarob Court Townhomes							1	9/2/20	1
2904040	1058 Rankin Dr	Robson							1	11/6/20	1
2904040	1072 Rankin Dr	Robson							1	11/6/20	1
2904040	1103 Creed St	Robson							1	11/6/20	1
2904040	1109 Creed St	Robson							1	11/6/20	1
2904040	1066 Rankin Dr	Robson							1	11/6/20	1
2624079	860 Nieves St										0
2943060	1423 Traughber St										0
8827073	1720 Shenandoah Av										0
8820117	707 Carlsbad St										0
2219047	491 Marylinn Dr										0
2212001	658 Penitencia St										0
2222073	387 RUDYARD DR										0
2611120	255 Hazen St										0
2624037	1272 Madalen Dr										0
8808092	1470 Saturn Ct										0
8827004	1576 Edsel Dr										0
2602062	1931 Conway St										0
2910043	1185 Burdett Way										0
2814073	386 Tramway Drive										0
8628050	97 S MILPITAS BL	PRYNT									0
8628050	95 S MILPITAS BL	PRYNT									0
8628050	93 S MILPITAS BL	PRYNT									0
8628050	83 S MILPITAS BL	PRYNT									0
8628050	77 S MILPITAS BL	PRYNT									0
8628050	378 HEARST DR	PRYNT									0
8628050	382 HEARST DR	PRYNT									0
8628050	388 HEARST DR	PRYNT									0
8628050	372 HEARST DR	PRYNT									0
8628050	380 HEARST DR	PRYNT									0
8628050	386 HEARST DR	PRYNT									0
8628050	376 HEARST DR	PRYNT									0
8628050	390 HEARST DR	PRYNT									0
8628050	370 HEARST DR	PRYNT									0
2237017	479 SNAP DRAGON ST	California Circle									0

Table A2 - New Construction Building Permits Finaled (Occupancy)

Table A2											
Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units											
Project Identifier			Affordability by Household Incomes - Certificates of Occupancy								
			10							11	12
Current APN	Street Address	Project Name +	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Certificates of Occupancy or other forms of readiness (see instructions) <u>Date Issued</u>	# of Units issued Certificates of Occupancy or other forms of readiness
			0	0	0	0	0	0	231		231
2904040	1005 N Park Victoria Dr										0
8825044	1889 GRAND TETON DR										0
9237024	250 PIEDMONT RD										0
8601034	600 BARBER LN										0
2606009	1724 SUNNYHILLS DR										0
2904040	1005 N Park Victoria Dr										0
2826003	1000 Hillview Ct										0
8612021	1102 S ABEL ST										0
2621015	1051 Columbus Dr										0
2810060	468 Dundee Av										0
2944034	1135 Berg Ct										0
2210034	810 Coyote St										0
8803004	165 S Park Victoria Dr										0
2942043	1567 Kennedy Dr										0
8609077	335 Sylvia Av										0
8808095	1461 Saturn Ct										0
2928013	1882 Golden Hills Dr										0
2802079	817 Terra Bella Dr										0
2802079	815 Terra Bella Dr										0
2625006	1332 Cirolero St										0
2625006	1330 Cirolero St										0
2208028	198 Orion Ct										0
2814079	436 Tramway Pl										0
2620006	802 Kevenaire Dr										0
8803001	125 S Park Victoria Dr										0
2904024	1119 Fox Hollow Ct										0
8802019	433 S Park Victoria Dr										0
8636039	506 SAGE CT	Tarob Court Townhomes									0
8636039	2052 TAROB CT	Tarob Court Townhomes									0

8636039	2029 JOSHUA TREE CL	Tarob Court Townhomes									0
8636039	2031 JOSHUA TREE CL	Tarob Court Townhomes									0
8636039	2033 JOSHUA TREE CL	Tarob Court Townhomes									0
8636039	2035 JOSHUA TREE CL	Tarob Court Townhomes									0
8636039	2037 JOSHUA TREE CL	Tarob Court Townhomes									0
8636039	2039 JOSHUA TREE CL	Tarob Court Townhomes									0
8636039	2077 JOSHUA TREE CL	Tarob Court Townhomes									0
8636039	2075 JOSHUA TREE CL	Tarob Court Townhomes									0
8636039	2073 JOSHUA TREE CL	Tarob Court Townhomes									0
8636039	2071 JOSHUA TREE CL	Tarob Court Townhomes									0
8636039	2069 JOSHUA TREE CL	Tarob Court Townhomes									0
8636039	2067 JOSHUA TREE CL	Tarob Court Townhomes									0
2904040	1058 Rankin Dr	Robson									0
2904040	1072 Rankin Dr	Robson									0
2904040	1103 Creed St	Robson									0
2904040	1109 Creed St	Robson									0
2904040	1066 Rankin Dr	Robson									0
2624079	860 Nieves St								1	1/9/20	1
2943060	1423 Traughber St								1	1/21/20	1
8827073	1720 Shenandoah Av								1	2/19/20	1
8820117	707 Carlsbad St								1	2/19/20	1
2219047	491 Marylinn Dr								1	3/2/20	1
2212001	658 Penitencia St								1	5/14/20	1
2222073	387 RUDYARD DR								1	6/3/20	1
2611120	255 Hazen St								1	6/17/20	1
2624037	1272 Madalen Dr								1	7/31/20	1
8808092	1470 Saturn Ct								1	8/6/20	1
8827004	1576 Edsel Dr								1	10/5/20	1
2602062	1931 Conway St								1	12/8/20	1
2910043	1185 Burdett Way								1	1/27/2020	1
2814073	386 Tramway Drive								1	6/19/2020	1
8628050	97 S MILPITAS BL	PRYNT							1	1/21/20	1
8628050	95 S MILPITAS BL	PRYNT							1	1/21/20	1
8628050	93 S MILPITAS BL	PRYNT							1	1/21/20	1
8628050	83 S MILPITAS BL	PRYNT							1	1/21/20	1
8628050	77 S MILPITAS BL	PRYNT							1	1/21/20	1
8628050	378 HEARST DR	PRYNT							1	1/21/20	1
8628050	382 HEARST DR	PRYNT							1	1/21/20	1
8628050	388 HEARST DR	PRYNT							1	1/21/20	1
8628050	372 HEARST DR	PRYNT							1	1/21/20	1
8628050	380 HEARST DR	PRYNT							1	1/21/20	1
8628050	386 HEARST DR	PRYNT							1	1/21/20	1
8628050	376 HEARST DR	PRYNT							1	1/21/20	1
8628050	390 HEARST DR	PRYNT							1	1/21/20	1

8628050	370 HEARST DR	PRYNT							1	1/21/20	1
2237017	479 SNAP DRAGON ST	California Circle							1	1/22/20	1
2237017	477 SNAP DRAGON ST	California Circle							1	1/22/20	1
2237017	475 SNAP DRAGON ST	California Circle							1	1/22/20	1
2237017	473 SNAP DRAGON ST	California Circle							1	1/22/20	1
2237017	471 SNAP DRAGON ST	California Circle							1	1/22/20	1
2237017	469 SNAP DRAGON ST	California Circle							1	1/22/20	1
8632036	1392 PIPER DR								1	1/23/20	1
8632036	1390 PIPER DR								1	1/23/20	1
8632036	1388 PIPER DR								1	1/23/20	1
8632036	1382 PIPER DR								1	1/23/20	1
8632036	1380 PIPER DR								1	1/23/20	1
8632036	1378 PIPER DR								1	1/23/20	1
2237017	495 SNAP DRAGON ST	California Circle							1	2/10/20	1
2237017	493 SNAP DRAGON ST	California Circle							1	2/10/20	1
2237017	491 SNAP DRAGON ST	California Circle							1	2/10/20	1
2237017	489 SNAP DRAGON ST	California Circle							1	2/10/20	1
2237017	485 SNAP DRAGON ST	California Circle							1	2/10/20	1
2237017	487 SNAP DRAGON ST	California Circle							1	2/11/20	1
8637020	430 MONTAGUE EX 20	Montague Ex							1	2/21/20	1
8637020	430 MONTAGUE EX 21	Montague Ex							1	2/21/20	1
8637020	430 MONTAGUE EX 22	Montague Ex							1	2/21/20	1
8637020	430 MONTAGUE EX 30	Montague Ex							1	2/21/20	1
8637020	430 MONTAGUE EX 31	Montague Ex							1	2/21/20	1
8637020	430 MONTAGUE EX 32	Montague Ex							1	2/21/20	1
8637020	430 MONTAGUE EX 40	Montague Ex							1	2/21/20	1
8637020	430 MONTAGUE EX 41	Montague Ex							1	2/21/20	1
8637020	430 MONTAGUE EX 42	Montague Ex							1	2/21/20	1
8627052	286 SUNFLOWER LN								1	3/3/20	1
8632036	1386 PIPER DR								1	3/6/20	1
8627052	288 SUNFLOWER LN								1	3/6/20	1
8627052	290 SUNFLOWER LN								1	3/6/20	1
8627052	292 SUNFLOWER LN								1	3/6/20	1
8632033	1470 NIGHTSHADE RD 30	METRO Flats							1	3/11/20	1

8632033	1470 NIGHTSHADE RD 31	METRO Flats							1	3/11/20	1
8632033	1470 NIGHTSHADE RD 21	METRO Flats							1	3/11/20	1
8632033	1470 NIGHTSHADE RD 41	METRO Flats							1	3/11/20	1
8632033	1470 NIGHTSHADE RD 40	METRO Flats							1	3/11/20	1
8632033	1470 NIGHTSHADE RD 20	METRO Flats							1	3/11/20	1
8627052	300 SUNFLOWER LN								1	3/19/20	1
8627052	302 SUNFLOWER LN								1	3/19/20	1
8627052	306 SUNFLOWER LN								1	3/19/20	1
8627052	308 SUNFLOWER LN								1	3/19/20	1
8627052	310 SUNFLOWER LN								1	3/19/20	1
8636040	505 SAGE CT	Tarob Court Townhomes							1	5/12/20	1
8636040	507 SAGE CT	Tarob Court Townhomes							1	5/12/20	1
8636040	509 SAGE CT	Tarob Court Townhomes							1	5/12/20	1
8636040	511 SAGE CT	Tarob Court Townhomes							1	5/12/20	1
8636040	513 SAGE CT	Tarob Court Townhomes							1	5/12/20	1
8636040	515 SAGE CT	Tarob Court Townhomes							1	5/12/20	1
8636040	517 SAGE CT	Tarob Court Townhomes							1	5/12/20	1
8636040	519 SAGE CT	Tarob Court Townhomes							1	5/12/20	1
8627052	121 TIGER LILY ST	260 S. Main							1	5/21/20	1
8627052	123 TIGER LILY ST	260 S. Main							1	5/21/20	1
8627052	125 TIGER LILY ST	260 S. Main							1	5/21/20	1
8627052	127 TIGER LILY ST	260 S. Main							1	5/21/20	1
8627052	129 TIGER LILY ST	260 S. Main							1	5/21/20	1
8627052	113 TIGER LILY ST	260 S. Main							1	5/21/20	1
8627052	111 TIGER LILY ST	260 S. Main							1	5/21/20	1
8627052	109 TIGER LILY ST	260 S. Main							1	5/21/20	1
8627052	107 TIGER LILY ST	260 S. Main							1	5/21/20	1
8627052	105 TIGER LILY ST	260 S. Main							1	5/21/20	1

8632033	1475 NIGHTSHADE RD 30	METRO Flats							1	6/26/20	1
8632033	1475 NIGHTSHADE RD 31	METRO Flats							1	6/26/20	1
8632033	1475 NIGHTSHADE RD 21	METRO Flats							1	6/26/20	1
8632033	1475 NIGHTSHADE RD 41	METRO Flats							1	6/26/20	1
8632033	1475 NIGHTSHADE RD 40	METRO Flats							1	6/26/20	1
8632033	1475 NIGHTSHADE RD 20	METRO Flats							1	6/26/20	1
8636040	1953 JOSHUA TREE CL	Tarob Court Townhomes							1	6/30/20	1
8636040	1955 JOSHUA TREE CL	Tarob Court Townhomes							1	6/30/20	1
8636040	1957 JOSHUA TREE CL	Tarob Court Townhomes							1	6/30/20	1
8636040	1959 JOSHUA TREE CL	Tarob Court Townhomes							1	6/30/20	1
8636040	1961 JOSHUA TREE CL	Tarob Court Townhomes							1	6/30/20	1
8636040	1963 JOSHUA TREE CL	Tarob Court Townhomes							1	6/30/20	1
8636040	1965 JOSHUA TREE CL	Tarob Court Townhomes							1	6/30/20	1
2237017	1226 California Cl								1	7/15/20	1
2237017	1222 California Cl								1	7/15/20	1
2237017	1220 California Cl								1	7/15/20	1
2237017	1218 California Cl								1	7/15/20	1
2237017	418 DESERT HOLLY ST								1	7/16/20	1
2237017	416 DESERT HOLLY ST								1	7/16/20	1
2237017	412 DESERT HOLLY ST								1	7/16/20	1
2237017	410 DESERT HOLLY ST								1	7/16/20	1
2237017	408 DESERT HOLLY ST								1	7/16/20	1
2237017	428 DESERT HOLLY ST								1	7/16/20	1
2237017	430 DESERT HOLLY ST								1	7/16/20	1
2237017	432 DESERT HOLLY ST								1	7/16/20	1
2237017	436 DESERT HOLLY ST								1	7/16/20	1
2237017	438 DESERT HOLLY ST								1	7/16/20	1
2237017	460 DESERT HOLLY ST								1	7/16/20	1
2237017	458 DESERT HOLLY ST								1	7/16/20	1

2237017	456 DESERT HOLLY ST								1	7/16/20	1
2237017	452 DESERT HOLLY ST								1	7/16/20	1
2237017	1212 CALIFORNIA CL								1	7/20/20	1
2237017	1208 California Cl								1	7/20/20	1
2237017	1206 California Cl								1	7/20/20	1
2237017	1202 California Cl								1	7/20/20	1
8632033	1461 CURRANT RD 21								1	7/20/20	1
8632033	1461 CURRANT RD 41								1	7/20/20	1
8632033	1461 CURRANT RD 40								1	7/20/20	1
8632033	1461 CURRANT RD 20								1	7/20/20	1
8632033	1461 CURRANT RD 30								1	7/20/20	1
8632033	1461 CURRANT RD 31								1	7/20/20	1
8632033	1487 NIGHTSHADE RD 30								1	7/20/20	1
8632033	1487 NIGHTSHADE RD 31								1	7/20/20	1
8632033	1487 NIGHTSHADE RD 21								1	7/20/20	1
8632033	1487 NIGHTSHADE RD 41								1	7/20/20	1
8632033	1487 NIGHTSHADE RD 40								1	7/20/20	1
8632033	1487 NIGHTSHADE RD 20								1	7/20/20	1
2237017	439 SNAP DRAGON ST								1	7/20/20	1
2237017	437 SNAP DRAGON ST								1	7/20/20	1
2237017	435 SNAP DRAGON ST								1	7/20/20	1
2237017	433 SNAP DRAGON ST								1	7/20/20	1
2237017	431 SNAP DRAGON ST								1	7/20/20	1
2237017	429 SNAP DRAGON ST								1	7/20/20	1
2237017	427 SNAP DRAGON ST								1	7/20/20	1
2237017	453 DESERT HOLLY ST								1	7/20/20	1
2237017	455 DESERT HOLLY ST								1	7/20/20	1
2237017	457 DESERT HOLLY ST								1	7/20/20	1
2237017	459 DESERT HOLLY ST								1	7/20/20	1

2237017	461 DESERT HOLLY ST								1	7/20/20	1
2237017	467 DESERT HOLLY ST								1	7/20/20	1
2237017	469 DESERT HOLLY ST								1	7/20/20	1
2237017	471 DESERT HOLLY ST								1	7/20/20	1
2237017	473 DESERT HOLLY ST								1	7/20/20	1
2237017	475 DESERT HOLLY ST								1	7/20/20	1
2237017	477 DESERT HOLLY ST								1	7/20/20	1
2237017	479 DESERT HOLLY ST								1	7/20/20	1
2237017	1178 CALIFORNIA CL								1	7/21/20	1
2237017	1176 CALIFORNIA CL								1	7/21/20	1
2237017	1172 CALIFORNIA CL								1	7/21/20	1
2237017	1170 CALIFORNIA CL								1	7/21/20	1
2237017	1168 CALIFORNIA CL								1	7/21/20	1
8636040	1929 JOSHUA TREE CL								1	7/23/20	1
8636040	1931 JOSHUA TREE CL								1	7/23/20	1
8636040	1933 JOSHUA TREE CL								1	7/23/20	1
8636040	1935 JOSHUA TREE CL								1	7/23/20	1
8636040	1937 JOSHUA TREE CL								1	7/23/20	1
8636040	1939 JOSHUA TREE CL								1	7/23/20	1
8641034	227 HOURET DR								1	8/5/20	1
8627052	263 RED BERRY LN								1	8/5/20	1
8627052	265 RED BERRY LN								1	8/5/20	1
8627052	267 RED BERRY LN								1	8/5/20	1
8627052	269 RED BERRY LN								1	8/5/20	1
8627052	271 RED BERRY LN								1	8/5/20	1
8641034	389 MONTAGUE EXP								1	8/28/20	1
8641034	387 MONTAGUE EXP								1	8/28/20	1
8641034	385 MONTAGUE EXP								1	8/28/20	1
8641034	383 MONTAGUE EXP								1	8/28/20	1
8641034	381 MONTAGUE EXP								1	8/28/20	1
8641034	379 MONTAGUE EXP								1	8/28/20	1

8641034	377 MONTAGUE EXP								1	8/28/20	1
8636040	1913 JOSHUA TREE CL								1	9/12/20	1
8636040	1915 JOSHUA TREE CL								1	9/12/20	1
8636040	1917 JOSHUA TREE CL								1	9/12/20	1
8636040	1919 JOSHUA TREE CL								1	9/12/20	1
8636040	1921 JOSHUA TREE CL								1	9/12/20	1
8636040	1923 JOSHUA TREE CL								1	9/12/20	1
8641034	229 HOURET DR								1	9/14/20	1
8641034	1795 IRONWOOD LN								1	9/18/20	1
8636040	1899 JOSHUA TREE CL								1	9/25/20	1
8636040	1901 JOSHUA TREE CL								1	9/25/20	1
8636040	1905 JOSHUA TREE CL								1	9/25/20	1
8636040	1907 JOSHUA TREE CL								1	9/25/20	1
8636040	1882 JOSHUA TREE CL								1	10/15/20	1
8636040	1886 JOSHUA TREE CL								1	10/15/20	1
8636040	1888 JOSHUA TREE CL								1	10/15/20	1
8636040	1890 JOSHUA TREE CL								1	10/15/20	1
8636040	1892 JOSHUA TREE CL								1	10/15/20	1
8636040	1896 JOSHUA TREE CL								1	10/15/20	1
8636040	1898 JOSHUA TREE CL								1	10/15/20	1
8632033	760 GARDEN ST 20								1	10/16/20	1
8632033	760 GARDEN ST 21								1	10/16/20	1
8632033	760 GARDEN ST 30								1	10/16/20	1
8632033	760 GARDEN ST 31								1	10/16/20	1
8632033	760 GARDEN ST 40								1	10/16/20	1
8632033	760 GARDEN ST 41								1	10/16/20	1
2237017	1266 MILKWEED ST								1	10/20/20	1
2237017	1268 MILKWEED ST								1	10/20/20	1
2237017	1270 MILKWEED ST								1	10/20/20	1
2237017	1272 MILKWEED ST								1	10/20/20	1
2237017	1276 MILKWEED ST								1	10/20/20	1

Table A2 - New Construction Additional Information

Table A2													
Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units													
Project Identifier				Streamlining	Infill	Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction	Demolished/Destroyed Units			Notes
			13	14	15	16	17	18	19		20		21
Current APN	Street Address	Project Name*	How many of the units were Extremely Low Income?	Was Project APPROVED using GC 65913.4(b)? (SB 35 Streamlining) Y/N	Infill Units? Y/N*	Assistance Programs for Each Development (see instructions)	Deed Restriction Type (see instructions)	For units affordable without financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 1000)*	Number of Demolished/Destroyed Units*	Demolished or Destroyed Units*	Demolished/Destroyed Units Owner or Renter*	Notes*
			139	0						2	0	0	
2904040	1005 N Park Victoria Dr		0	N	Y		INC		45				
8825044	1889 GRAND TETON DR			N	Y								
9237024	250 PIEDMONT RD			N	Y								
8601034	600 BARBER LN		0	N	Y		INC		55				
2606009	1724 SUNNYHILLS DR		7	N	Y		INC		55				
2904040	1005 N Park Victoria Dr			N	Y								
2826003	1000 Hillview Ct		132	N	Y	HKEY	Other		55				
8612021	1102 S ABEL ST			N	Y								
2621015	1051 Columbus Dr			N	Y								
2810060	468 Dundee Av			N	Y								
2944034	1135 Bern Ct			N	Y								
2210034	810 Coyote St			N	Y								
8803004	165 S Park Victoria Dr			N	Y								
2942043	1567 Kennedy Dr			N	Y								
8609077	335 Sylvia Av			N	Y								
8808095	1461 Saturn Ct			N	Y								
2928013	1882 Golden Hills Dr			N	Y								
2802079	817 Terra Bella Dr			N	Y								
2802079	815 Terra Bella Dr			N	Y								
2625006	1332 Cirolero St			N	Y								
2625006	1330 Cirolero St			N	Y								
2208028	198 Orion Ct			N	Y								
2814079	436 Tramway Pl			N	Y								
2620006	802 Kevenaire Dr			N	Y								
8803001	125 S Park Victoria Dr			N	Y								
2904024	1119 Fox Hollow Ct			N	Y								
8802019	433 S Park Victoria Dr			N	Y								
8636039	506 SAGE CT	Tarob Court Townhomes		N	Y								
8636039	2052 TAROB CT	Tarob Court Townhomes		N	Y								
8636039	2056 TAROB CT	Tarob Court Townhomes		N	Y								
8636039	2058 TAROB CT	Tarob Court Townhomes		N	Y								
8636039	2062 TAROB CT	Tarob Court Townhomes		N	Y								
8636039	2066 TAROB CT	Tarob Court Townhomes		N	Y								
8636039	2068 TAROB CT	Tarob Court Townhomes		N	Y								
8636039	2070 TAROB CT	Tarob Court Townhomes		N	Y								
8636039	2072 TAROB CT	Tarob Court Townhomes		N	Y								
8636039	2060 TAROB CT	Tarob Court Townhomes		N	Y								
8636039	522 SAGE CT	Tarob Court Townhomes		N	Y								
8636039	520 SAGE CT	Tarob Court Townhomes		N	Y								
8636039	518 SAGE CT	Tarob Court Townhomes		N	Y								
8636039	516 SAGE CT	Tarob Court Townhomes		N	Y								

8636039	512 SAGE CT	Tarob Court Townhomes		N	Y								
8636039	510 SAGE CT	Tarob Court Townhomes		N	Y								
8636039	508 SAGE CT	Tarob Court Townhomes		N	Y								
8636039	2030 TAROB CT	Tarob Court Townhomes		N	Y								
8636039	2032 TAROB CT	Tarob Court Townhomes		N	Y								
8636039	2036 TAROB CT	Tarob Court Townhomes		N	Y								
8636039	2038 TAROB CT	Tarob Court Townhomes		N	Y								
8636039	2012 TAROB CT	Tarob Court Townhomes		N	Y								
8636039	2016 TAROB CT	Tarob Court Townhomes		N	Y								
8636039	2018 TAROB CT	Tarob Court Townhomes		N	Y								
8636039	2020 TAROB CT	Tarob Court Townhomes		N	Y								
8636039	2022 TAROB CT	Tarob Court Townhomes		N	Y								
8636039	2061 JOSHUA TREE CL	Tarob Court Townhomes		N	Y								
8636039	2059 JOSHUA TREE CL	Tarob Court Townhomes		N	Y								
8636039	2057 JOSHUA TREE CL	Tarob Court Townhomes		N	Y								
8636039	2055 JOSHUA TREE CL	Tarob Court Townhomes		N	Y								
8636039	2053 JOSHUA TREE CL	Tarob Court Townhomes		N	Y								
8636039	2025 JOSHUA TREE CL	Tarob Court Townhomes		N	Y								
8636039	2027 JOSHUA TREE CL	Tarob Court Townhomes		N	Y								
8636039	2029 JOSHUA TREE CL	Tarob Court Townhomes		N	Y								
8636039	2031 JOSHUA TREE CL	Tarob Court Townhomes		N	Y								
8636039	2033 JOSHUA TREE CL	Tarob Court Townhomes		N	Y								
8636039	2035 JOSHUA TREE CL	Tarob Court Townhomes		N	Y								
8636039	2037 JOSHUA TREE CL	Tarob Court Townhomes		N	Y								
8636039	2039 JOSHUA TREE CL	Tarob Court Townhomes		N	Y								
8636039	2077 JOSHUA TREE CL	Tarob Court Townhomes		N	Y								
8636039	2075 JOSHUA TREE CL	Tarob Court Townhomes		N	Y								
8636039	2073 JOSHUA TREE CL	Tarob Court Townhomes		N	Y								
8636039	2071 JOSHUA TREE CL	Tarob Court Townhomes		N	Y								
8636039	2069 JOSHUA TREE CL	Tarob Court Townhomes		N	Y								
8636039	2067 JOSHUA TREE CL	Tarob Court Townhomes		N	Y								
2904040	1058 Rankin Dr	Robson		N	Y								
2904040	1072 Rankin Dr	Robson		N	Y								
2904040	1103 Creed St	Robson		N	Y								
2904040	1109 Creed St	Robson		N	Y								
2904040	1066 Rankin Dr	Robson		N	Y								
2624079	860 Nieves St			N	Y								
2943060	1423 Traughber St			N	Y								
8827073	1720 Shenandoah Av			N	Y								
8820117	707 Carlsbad St			N	Y								
2219047	491 Marylinn Dr			N	Y								
2212001	658 Penitencia St			N	Y								
2222073	387 RUDYARD DR			N	Y								
2611120	255 Hazen St			N	Y								
2624037	1272 Madalen Dr			N	Y								
8808092	1470 Saturn Ct			N	Y								
8827004	1576 Edsel Dr			N	Y								
2602062	1931 Conway St			N	Y								
2910043	1185 Burdett Way			N	Y								
2814073	386 Tramway Drive			N	Y								
8628050	97 S MILPITAS BL	PRYNT		N	Y								

8628050	95 S MILPITAS BL	PRYNT		N	Y								
8628050	93 S MILPITAS BL	PRYNT		N	Y								
8628050	83 S MILPITAS BL	PRYNT		N	Y								
8628050	77 S MILPITAS BL	PRYNT		N	Y								
8628050	378 HEARST DR	PRYNT		N	Y								
8628050	382 HEARST DR	PRYNT		N	Y								
8628050	386 HEARST DR	PRYNT		N	Y								
8628050	372 HEARST DR	PRYNT		N	Y								
8628050	380 HEARST DR	PRYNT		N	Y								
8628050	386 HEARST DR	PRYNT		N	Y								
8628050	376 HEARST DR	PRYNT		N	Y								
8628050	390 HEARST DR	PRYNT		N	Y								
8628050	370 HEARST DR	PRYNT		N	Y								
2237017	479 SNAP DRAGON ST	California Circle		N	Y								
2237017	477 SNAP DRAGON ST	California Circle		N	Y								
2237017	475 SNAP DRAGON ST	California Circle		N	Y								
2237017	473 SNAP DRAGON ST	California Circle		N	Y								
2237017	471 SNAP DRAGON ST	California Circle		N	Y								
2237017	469 SNAP DRAGON ST	California Circle		N	Y								
8632036	1392 PIPER DR			N	Y								
8632036	1390 PIPER DR			N	Y								
8632036	1388 PIPER DR			N	Y								
8632036	1382 PIPER DR			N	Y								
8632036	1390 PIPER DR			N	Y								
8632036	1378 PIPER DR			N	Y								
2237017	495 SNAP DRAGON ST	California Circle		N	Y								
2237017	493 SNAP DRAGON ST	California Circle		N	Y								
2237017	491 SNAP DRAGON ST	California Circle		N	Y								
2237017	489 SNAP DRAGON ST	California Circle		N	Y								
2237017	485 SNAP DRAGON ST	California Circle		N	Y								
2237017	487 SNAP DRAGON ST	California Circle		N	Y								
8637020	430 MONTAGUE EX 20	Montague Ex		N	Y								
8637020	430 MONTAGUE EX 21	Montague Ex		N	Y								
8637020	430 MONTAGUE EX 22	Montague Ex		N	Y								
8637020	430 MONTAGUE EX 30	Montague Ex		N	Y								
8637020	430 MONTAGUE EX 31	Montague Ex		N	Y								
8637020	430 MONTAGUE EX 32	Montague Ex		N	Y								
8637020	430 MONTAGUE EX 40	Montague Ex		N	Y								
8637020	430 MONTAGUE EX 41	Montague Ex		N	Y								
8637020	430 MONTAGUE EX 42	Montague Ex		N	Y								
8627052	286 SUNFLOWER LN			N	Y								
8632036	1386 PIPER DR			N	Y								
8627052	288 SUNFLOWER LN			N	Y								
8627052	290 SUNFLOWER LN			N	Y								
8627052	292 SUNFLOWER LN			N	Y								
8632033	1470 NIGHTSHADE RD 30	METRO Flats		N	Y								
8632033	1470 NIGHTSHADE RD 31	METRO Flats		N	Y								
8632033	1470 NIGHTSHADE RD 21	METRO Flats		N	Y								
8632033	1470 NIGHTSHADE RD 41	METRO Flats		N	Y								
8632033	1470 NIGHTSHADE RD 40	METRO Flats		N	Y								

8632033	1470 NIGHTSHADE RD 20	METRO Flats		N	Y								
8627052	300 SUNFLOWER LN			N	Y								
8627052	302 SUNFLOWER LN			N	Y								
8627052	306 SUNFLOWER LN			N	Y								
8627052	308 SUNFLOWER LN			N	Y								
8627052	310 SUNFLOWER LN			N	Y								
8636040	505 SAGE CT	Tarob Court Townhomes		N	Y								
8636040	507 SAGE CT	Tarob Court Townhomes		N	Y								
8636040	509 SAGE CT	Tarob Court Townhomes		N	Y								
8636040	511 SAGE CT	Tarob Court Townhomes		N	Y								
8636040	513 SAGE CT	Tarob Court Townhomes		N	Y								
8636040	515 SAGE CT	Tarob Court Townhomes		N	Y								
8636040	517 SAGE CT	Tarob Court Townhomes		N	Y								
8636040	519 SAGE CT	Tarob Court Townhomes		N	Y								
8627052	121 TIGER LILY ST	260 S. Main		N	Y								
8627052	123 TIGER LILY ST	260 S. Main		N	Y								
8627052	125 TIGER LILY ST	260 S. Main		N	Y								
8627052	127 TIGER LILY ST	260 S. Main		N	Y								
8627052	129 TIGER LILY ST	260 S. Main		N	Y								
8627052	113 TIGER LILY ST	260 S. Main		N	Y								
8627052	111 TIGER LILY ST	260 S. Main		N	Y								
8627052	109 TIGER LILY ST	260 S. Main		N	Y								
8627052	107 TIGER LILY ST	260 S. Main		N	Y								
8627052	105 TIGER LILY ST	260 S. Main		N	Y								
8632033	1475 NIGHTSHADE RD 30	METRO Flats		N	Y								
8632033	1475 NIGHTSHADE RD 31	METRO Flats		N	Y								
8632033	1475 NIGHTSHADE RD 21	METRO Flats		N	Y								
8632033	1475 NIGHTSHADE RD 41	METRO Flats		N	Y								
8632033	1475 NIGHTSHADE RD 40	METRO Flats		N	Y								
8632033	1475 NIGHTSHADE RD 20	METRO Flats		N	Y								
8636040	1953 JOSHUA TREE CL	Tarob Court Townhomes		N	Y								
8636040	1955 JOSHUA TREE CL	Tarob Court Townhomes		N	Y								
8636040	1957 JOSHUA TREE CL	Tarob Court Townhomes		N	Y								
8636040	1959 JOSHUA TREE CL	Tarob Court Townhomes		N	Y								
8636040	1961 JOSHUA TREE CL	Tarob Court Townhomes		N	Y								
8636040	1963 JOSHUA TREE CL	Tarob Court Townhomes		N	Y								
8636040	1965 JOSHUA TREE CL	Tarob Court Townhomes		N	Y								
2237017	1226 California CI			N	Y								
2237017	1222 California CI			N	Y								
2237017	1220 California CI			N	Y								
2237017	1218 California CI			N	Y								

2237017	418 DESERT HOLLY ST			N	Y								
2237017	416 DESERT HOLLY ST			N	Y								
2237017	412 DESERT HOLLY ST			N	Y								
2237017	410 DESERT HOLLY ST			N	Y								
2237017	408 DESERT HOLLY ST			N	Y								
2237017	428 DESERT HOLLY ST			N	Y								
2237017	430 DESERT HOLLY ST			N	Y								
2237017	432 DESERT HOLLY ST			N	Y								
2237017	436 DESERT HOLLY ST			N	Y								
2237017	438 DESERT HOLLY ST			N	Y								
2237017	460 DESERT HOLLY ST			N	Y								
2237017	458 DESERT HOLLY ST			N	Y								
2237017	456 DESERT HOLLY ST			N	Y								
2237017	452 DESERT HOLLY ST			N	Y								
2237017	1212 CALIFORNIA CL			N	Y								
2237017	1208 California Cl			N	Y								
2237017	1206 California Cl			N	Y								
2237017	1202 California Cl			N	Y								
8632033	1461 CURRANT RD 21			N	Y								
8632033	1461 CURRANT RD 41			N	Y								
8632033	1461 CURRANT RD 40			N	Y								
8632033	1461 CURRANT RD 20			N	Y								
8632033	1461 CURRANT RD 30			N	Y								
8632033	1461 CURRANT RD 31			N	Y								
8632033	1487 NIGHTSHADE RD 30			N	Y								
8632033	1487 NIGHTSHADE RD 31			N	Y								
8632033	1487 NIGHTSHADE RD 21			N	Y								
8632033	1487 NIGHTSHADE RD 41			N	Y								
8632033	1487 NIGHTSHADE RD 40			N	Y								
8632033	1487 NIGHTSHADE RD 20			N	Y								
2237017	439 SNAP DRAGON ST			N	Y								
2237017	437 SNAP DRAGON ST			N	Y								
2237017	435 SNAP DRAGON ST			N	Y								
2237017	433 SNAP DRAGON ST			N	Y								
2237017	431 SNAP DRAGON ST			N	Y								
2237017	429 SNAP DRAGON ST			N	Y								
2237017	427 SNAP DRAGON ST			N	Y								
2237017	453 DESERT HOLLY ST			N	Y								
2237017	455 DESERT HOLLY ST			N	Y								
2237017	457 DESERT HOLLY ST			N	Y								
2237017	459 DESERT HOLLY ST			N	Y								

2237017	461 DESERT HOLLY ST			N	Y								
2237017	467 DESERT HOLLY ST			N	Y								
2237017	469 DESERT HOLLY ST			N	Y								
2237017	471 DESERT HOLLY ST			N	Y								
2237017	473 DESERT HOLLY ST			N	Y								
2237017	475 DESERT HOLLY ST			N	Y								
2237017	477 DESERT HOLLY ST			N	Y								
2237017	479 DESERT HOLLY ST			N	Y								
2237017	1178 CALIFORNIA CL			N	Y								
2237017	1176 CALIFORNIA CL			N	Y								
2237017	1172 CALIFORNIA CL			N	Y								
2237017	1170 CALIFORNIA CL			N	Y								
2237017	1168 CALIFORNIA CL			N	Y								
8636040	1929 JOSHUA TREE CL			N	Y								
8636040	1931 JOSHUA TREE CL			N	Y								
8636040	1933 JOSHUA TREE CL			N	Y								
8636040	1935 JOSHUA TREE CL			N	Y								
8636040	1937 JOSHUA TREE CL			N	Y								
8636040	1939 JOSHUA TREE CL			N	Y								
8641034	227 HOURET DR			N	Y								
8627052	263 RED BERRY LN			N	Y								
8627052	265 RED BERRY LN			N	Y								
8627052	267 RED BERRY LN			N	Y								
8627052	269 RED BERRY LN			N	Y								
8627052	271 RED BERRY LN			N	Y								
8641034	389 MONTAGUE EXP			N	Y								
8641034	387 MONTAGUE EXP			N	Y								
8641034	385 MONTAGUE EXP			N	Y								
8641034	383 MONTAGUE EXP			N	Y								
8641034	381 MONTAGUE EXP			N	Y								
8641034	379 MONTAGUE EXP			N	Y								
8641034	377 MONTAGUE EXP			N	Y								
8636040	1913 JOSHUA TREE CL			N	Y								
8636040	1915 JOSHUA TREE CL			N	Y								
8636040	1917 JOSHUA TREE CL			N	Y								
8636040	1919 JOSHUA TREE CL			N	Y								
8636040	1921 JOSHUA TREE CL			N	Y								
8636040	1923 JOSHUA TREE CL			N	Y								
8641034	229 HOURET DR			N	Y								
8641034	1795 IRONWOOD LN			N	Y								
8636040	1899 JOSHUA TREE CL			N	Y								
8636040	1901 JOSHUA TREE CL			N	Y								
8636040	1905 JOSHUA TREE CL			N	Y								
8636040	1907 JOSHUA TREE CL			N	Y								

8636040	1882 JOSHUA TREE CL			N	Y								
8636040	1886 JOSHUA TREE CL			N	Y								
8636040	1888 JOSHUA TREE CL			N	Y								
8636040	1890 JOSHUA TREE CL			N	Y								
8636040	1892 JOSHUA TREE CL			N	Y								
8636040	1896 JOSHUA TREE CL			N	Y								
8636040	1898 JOSHUA TREE CL			N	Y								
8632033	760 GARDEN ST 20			N	Y								
8632033	760 GARDEN ST 21			N	Y								
8632033	760 GARDEN ST 30			N	Y								
8632033	760 GARDEN ST 31			N	Y								
8632033	760 GARDEN ST 40			N	Y								
8632033	760 GARDEN ST 41			N	Y								
2237017	1266 MILKWEED ST			N	Y								
2237017	1268 MILKWEED ST			N	Y								
2237017	1270 MILKWEED ST			N	Y								
2237017	1272 MILKWEED ST			N	Y								
2237017	1276 MILKWEED ST			N	Y								
2237017	1278 MILKWEED ST			N	Y								
2237017	1098 CALIFORNIA CL			N	Y								
2237017	1096 CALIFORNIA CL			N	Y								
2237017	1092 CALIFORNIA CL			N	Y								
2237017	1090 CALIFORNIA CL			N	Y								
2237017	1259 MILKWEED ST			N	Y								
2237017	1258 MILKWEED ST			N	Y								
2237017	1070 CALIFORNIA CL			N	Y								
2237017	1068 CALIFORNIA CL			N	Y								
2237017	1066 CALIFORNIA CL			N	Y								
2237017	1062 CALIFORNIA CL			N	Y								
2237017	1060 CALIFORNIA CL			N	Y								
8636040	1906 JOSHUA TREE CL			N	Y								
8636040	1908 JOSHUA TREE CL			N	Y								
8636040	1910 JOSHUA TREE CL			N	Y								
8636040	1912 JOSHUA TREE CL			N	Y								
8632033	750 GARDEN ST 20			N	Y								
8632033	750 GARDEN ST 40			N	Y								
8632033	750 GARDEN ST 41			N	Y								
8632033	750 GARDEN ST 21			N	Y								
8632033	750 GARDEN ST 31			N	Y								
8632033	750 GARDEN ST 30			N	Y								
2603037	205 Autrey Street			N	Y					1	Demolished	O	
2904040	1005 N Park Victoria Drive			N	Y					1	Demolished	R	

Table B - RHNA Progress (Building Permits Issued)

Jurisdiction	Milpitas	
Reporting Year	2020	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT Housing Element Implementation (CCR Title 25 §6202)

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.
Please contact HCD if your data is different than the material supplied here

Table B													
Regional Housing Needs Allocation Progress													
Permitted Units Issued by Affordability													
		1	2									3	4
Income Level		RHNA Allocation by Income Level	2015	2016	2017	2018	2019	2020	2021	2022	2023	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted	1004				10		132				142	862
	Non-Deed Restricted												
Low	Deed Restricted	570											570
	Non-Deed Restricted												
Moderate	Deed Restricted	565											565
	Non-Deed Restricted												
Above Moderate		1151	270	82	111	1776	141	72				2452	
Total RHNA		3290											
Total Units			270	82	111	1786	141	204				2594	1997

Note: units serving extremely low-income households are included in the very low-income permitted units totals
Cells in grey contain auto-calculation formulas

TABLE C – NOT APPLICABLE

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction		Milpitas	
Reporting Year		2020 (Jan. 1 - Dec. 31)	
Table D			
Program Implementation Status pursuant to GC Section 65583			
Housing Programs Progress Report Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
Program A.1.1: Facilitate land acquisition and site assembly.	The City will continue to work with local property owners to assemble small sites for future developments.	Report annually, ongoing	City staff is working with a few property owners to assemble small parcels, with a focus on the Midtown Specific Plan area and Metro Specific Plan area (former Transit Area Specific Plan, or TASP). As staff undertakes both the Metro (TASP) and the Midtown Specific Plan update in 2020 and 2021, staff will work closely with property owners to incentivize and identify other sites for lot assemblage to allow greater residential densities in close proximity to public transit.
Program A.2.1: Consider land use re-designations as needed	The City will consider land use re-designations as needed in order to accommodate specific residential projects.	Ongoing	The City is updating the General Plan currently, and has identified areas that will need to be redesignated for either greater residential densities or mixed uses that allow residential. Adoption of the General Plan is anticipated in early 2021.
Program B.1.1: Enforce housing code and regulations to correct code violations while minimizing the displacement of residents.	The City will continue to enforce its existing codes through code enforcement.	Ongoing	The City's code enforcement officers enforce the Neighborhood Beautification Ordinance and the following subsections of the Milpitas Municode: Solid Waste, Graffiti, Animal, Zoning Signs, Noise, Junk Car, and Administrative Citations.

Program B.1.2:	The City will assist any households displaced through code enforcement activities to relocate to other suitable housing that is affordable to the households that are displaced.	Ongoing	No activity to report in 2020.
Program B.2.1: Provide assistance for the rehabilitation of housing units occupied by very low-income and low-income households.	The City will provide funds to assist very low- and low-income owner households to undertake repairs to their homes to bring them up to standard.	Ongoing	In FY 2020, the City allocated \$25,205 in CDBG funds for this service which is administered by Rebuilding Together Silicon Valley.
Program B.2.2:	The City will continue to provide CDBG funds to Rebuilding Together to provide safety, accessibility, and mobility repairs to mobile and single family homes owned by very low- and low-income households.	Report annually, ongoing	In FY 2020, the City allocated \$25,205 in CDBG funds for this service which is administered by Rebuilding Together Silicon Valley.
Program B.2.3:	The City will continue to support Project Sentinel, which provides fair housing assistance, landlord-tenant mediation services, and mortgage default counseling to Milpitas residents.	Report annually, ongoing	In fiscal year 2020/2021, the City awarded Project Sentinel a total of \$56,290 in CDBG funds for Fair Housing assistance and \$50,000 for COVID-19 related rent relief/reduction services through negotiations with tenant, property owner, mortgage holder, and mediators.
Program B.3.1: Monitor the need to replace infrastructure as needed to conserve older neighborhoods.	The City will allocate resources to rehabilitate and/or replace infrastructure in older neighborhoods whose infrastructure has reached obsolescence.	Ongoing	The Public Works Engineering Division is currently developing new master plans for water, sewer and stormwater along with an all utility financial master plan. This assessment evaluates the infrastructure of the City as a whole (versus looking at only older neighborhoods) to determine the likelihood of failure and the potential impact. Staff is reviewing draft master plan reports and capital improvement recommendations. These master plans will inform the City's financial master plan and all of these plans are scheduled for completion by summer 2021.

Program B.4.1: Collaborate with other public and private entities to ensure that no extremely low-, very low-, or low-income residents are adversely impacted by the conversion of existing affordable housing projects to market rate rents.	The City will continue to monitor the status of the 149 units at risk of conversion to market rates at Sunnyhills Apartments.	By the March 2018 expiration of the HUD contract	In March 2018, the City and the owner reached an agreement to renew the HUD contract for an additional five years, with the City reimbursing the owner for \$250,000 per year for 5 years, for improvements and repairs completed on the property.
Program B.5.1: Maintain the existing stock of housing affordable to ELI, VLI, and moderate-income households that is provided through the private market and provide tenant protections for apartmetns at risk of condo conversion	The City will continue to administer its condominium conversion ordinance to minimize the negative impacts of conversions on the rental market.	Ongoing	Ongoing, and the City currently sees very few condominium conversions for rental projects.
Program B.5.2:	The City will continue to administer its mobile home rent control ordinance, which regulates rental rates and the rights and responsibilities of tenants and property owners for the three mobile home parks in Milpitas.	Ongoing	No activity to report in 2020.

Program C.1.1: Continue to facilitate housing production through implementation of the TASP and Midtown Specific Plan.	Continue to expedite environmental review in the TASP area by utilizing the Specific Plan EIR for projects that are consistent with the TASP.	Report annually, ongoing	When possible, the City is tiering off the Metro (TASP) EIR to streamline the required CEQA analysis for development projects in the Metro (TASP) area that are consistent with the Metro (TASP).
Program C.1.2:	The City will continue to implement the planning and design guidelines specified in the Midtown and Transit Specific Plans, including minimum densities, intensive land utilization, and mixed-use zoning.	Ongoing	Ongoing, and staff will be updating the Metro (TASP) and Midtown Plans in 2021 with new design guidelines, densities and land use designations. The City is also preparing Objective Design Standards for residential and mixed-use developments to establish clear and implementable design criteria.
Program C.2.1: Address public infrastructure constraints to housing production where feasible.	The City will continue to coordinate sanitary and storm sewer improvements with the Cities of San Jose and Santa Clara if needed to acquire sufficient wastewater capacity to serve residential development. Measures may include reduction of wastewater flows, and the purchase of surplus capacity.	Ongoing	This work is ongoing. The City is currently updating its Utility Master Plan to plan for future development and anticipated growth in Milpitas. Staff will coordinate the Utility Master Plan Update with the Metro (TASP) and Midtown Plan Updates to ensure that there will be adequate water and sewer infrastructure to support the City's development potential.
Program C.2.2:	The City will continue to work with Valley Water to reduce the extent of the flood plain on the housing sites identified in the Midtown Specific Plan in accordance with the Safety Element Update.	Ongoing	This work is ongoing.
Program C.2.3:	The City will explore alternatives to the on-site retention of stormwater on each housing site, including the development of an area-wide retention pond or allowances for porous pavement to absorb runoff.	Ongoing	Staff has not yet begun to coordinate on this effort with the Engineering Department, but is open to the exploration.

Program C.2.4:	The City will continue to pursue state and federal grants and other financing to reduce the cost of off-site traffic improvements for housing developers in the City.	Ongoing	Staff collaborates with the Engineering Department on any financing options and/or grants to reduce off-site traffic improvement costs to developers.
Program C.2.5:	The City will continue to monitor additional infrastructure needed for access to the Union Pacific Site.	Ongoing	The Midtown Specific Plan update will explore options for the site.
C.3.1: Facilitate development of executive-luxury style housing to support the City's economic development strategy.	The City will continue to work with builders developing high-rise buildings and with custom homebuilders to assist in the creation of additional executive-luxury style housing within the City.	Ongoing	In 2019, Lyon Homes applied for building permits for their 7-story, 355 for-sale luxury apartment, mixed-use development
Program D.1.1: Seek out new funding sources to support the development and preservation of housing that is affordable to extremely low-, very low-, low-, and moderate-income households and housing for individuals with special housing needs.	Advocate for policies and legislation at the state and federal level that increase funding available to support the development and preservation of housing that is affordable to ELI, VLI, LI and moderate income households.	Report annually, ongoing	The City did not advocate for any specific policies or legislation at the state or federal level in 2020 but did receive periodic updates on COVID-19 response and on the Federal CARES Act. The City is using CARES Act funding to provide rent relief to prevent homelessness and to prevent further spread of COVID-19 among vulnerable populations. Milpitas received additional federal dollars due to the higher risk of eviction in this area.

Program D.1.2:	The City will continue to monitor federal, State, and other public and private funding sources that support the development and preservation of housing that is affordable to extremely low-, very low-, low-, and moderate-income households and submit applications for funding as appropriate.	Report annually, ongoing	In 2020, productivity on a package of state housing bills was limited due to COVID-19 and other challenges. Staff will continue to monitor how Milpitas can help avoid mass evictions and prevent homelessness as the pandemic continues. City staff are also pursuing Regional Early Action Planning (REAP) Grants and Priority Development Area Planning (PDA) Grants from ABAG/MTC for housing planning. The City continues to monitor federal appropriations that may impact Community Development Block Grant program funding for Milpitas.
Program D.2.1: Facilitate the development of at least 565 new housing units affordable to moderate-income households, 570 units affordable to low-income households and 1,004 new housing units affordable to very low-income households.	The City will continue to operate its Below-Market Rate Financing Program for new construction.	Report annually, ongoing	The City anticipates the construction of approximately 155 new extremely-low and very-low income units, 143 low-income units, and 20 moderate-income units in the next few years. These will be built as stand-alone affordable housing and as mixed-income housing in compliance with the City's on-site inclusionary ordinance.

Program D.2.2:	The City will continue to promote affordable units in residential projects. In conformance with Section XI-10-6.03 of the City's Zoning Ordinance, affordable housing requirements are negotiated on a project-by-project basis, aiming for a minimum percentage (20 percent) of units in all housing developments to be affordable to extremely low-, very low-, low-, and/or moderate-income households.	Report annually, ongoing	On June 19, 2018, the City of Milpitas passed Ordinance 297. The Ordinance created a 15% Inclusionary Housing requirement requiring any new project of 10 units or more to build at least 15% of the total units as affordable or pay a fee in lieu of building the units. The City is currently preparing administrative guidelines to assist with implementation and is exploring additional ways to encourage on-site compliance rather than in-lieu fees.
Program D.2.3:	The City will continue to provide density bonuses in accordance to the City's Density Bonus Ordinance.	Report annually, ongoing	The City worked with a number of developers to utilize the density bonus, including 308 Sango, 600 Barber lane, the Sunnyhills apartments and other developments being proposed.
Program D.2.4:	When possible, the City will continue to provide fee reductions, waivers, or financial assistance to cover the cost of fees for housing developments that provide units that are affordable to extremely low-, very low-, low-, or moderate-income households.	Report annually, ongoing	The City Council authorized the allocation of \$341,400 in Rent Relief assistance to Milpitas residents and families that have emergency housing needs such as rent, deposit relief, emergency hardship, eviction prevention, domestic violence relocation, child homelessness relief, and Section 8 Good Faith Deposit assistance. To date, the program has assisted 74 households with a total of 254 residents.

Program D.2.5:	When possible, the City will allow for deviations from development standards or provide other incentives to developers that agree to provide community benefits such as housing that is affordable extremely low-, very low-, low-, and/or moderate- income households.	Report annually, ongoing	In 2019, the City Council approved the development of 1005 N. Park Victoria Dr, a single family development, with 4 duet style units of affordable housing. The City is preparing a Development Handbook and ADU Toolkit to clarify the City's development review process and ADU regulations. The City is also implementing a web-based ADU tool to allow homeowners to visualize where an ADU can be located on their property and design their own ADUs by selecting or customizing pre-approved designs. These efforts are expected to improve customer service, reduce permit processing times, and streamline ADU production. The City will also implement Housing Opportunity Zones and utilize incentive-based zoning in its specific plan updates to provide incentives (permit streamlining, CEQA streamlining, relaxed development standards, and financial incentives) for affordable developers and mixed-income housing.
Program D.3.1: Promote homeownership opportunities for low- and moderate-income households.	The City will continue to provide assistance to first-time homebuyers to purchase below market rate units.	Report annually, ongoing	The City placed \$50,000 in the FY 2020 budget for first-time homebuyer down payment assistance. In 2020, the program assisted two households with down payment assistance.
Program D.4.1: Support the development of housing for individuals and households with special housing needs.	The City will encourage affordable housing developers to include units for extremely low-income households in future developments and will provide its housing trust funds to help subsidize development costs to achieve affordability targeting to extremely low-households.	Report annually, ongoing	No activity to report in 2020.
Program D.4.2:	The City will continue to facilitate the development of emergency and transitional housing through financial and/or other incentives.	Report annually, ongoing	In 2020, the City endorsed the County's 2020-2025 Community Plan to End Homelessness and two Councilmembers served on the County's Unhoused Task Force where development of emergency and transitional housing was discussed.

Program D.4.3:	The City will modify its Zoning Ordinance to allow transitional and supportive housing in all mixed-use zoning districts that allow residential uses, subject to the same requirements as other residential uses in the same zones.	Report annually, ongoing	Staff will be updating the Zoning Code in 2021-22, and will consider this option in the process. The City will implement Housing Opportunity Zones through overlay zoning districts to incentivize transitional and supportive housing.
Program D.4.4:	The City will continue to support emergency services and housing resources consistent with the City's ongoing commitment to and participation in the Santa Clara County Continuum of Care Plan.	Report annually, ongoing	In 2020, the City endorsed the County's 2020-2025 Community Plan to End Homelessness and two Councilmembers served on the County's Unhoused Task Force. The City allocated funding for mobile shower and laundry service in Milpitas, and allocated funding for homeless street outreach and case management in partnership with the County's Office of Supportive Housing. The City also moved to form a Homelessness Task Force which will convene in 2021.
Program D.4.6:	Milpitas will require units that are accessible to individuals with disabilities in new housing developments.	Report annually, ongoing	Yes, Milpitas will continue to require accessible units in new housing developments as required by the governing laws such as those given in the response below, and any local requirements as stipulated by ordinance.
Program D.4.7:	Milpitas will continue to enforce Title 24 of the California Building Code and the Americans with Disabilities Act (ADA) when reviewing proposed development plans.	Report annually, ongoing	Milpitas will continue to enforce Chapter 11A HOUSING ACCESSIBILITY, Chapter 11B ACCESSIBILITY TO PUBLIC BUILDINGS, PUBLIC ACCOMODATIONS, COMMERCIAL BUILDINGS, AND PUBLIC HOUSING of the California Building Code, Title 24 Part 2, and other accessibility laws such as the Unruh Civil Rights Act for units that are subject to its requirements. Refer to Division I, Part 2, of the California Civil Code for additional information regarding application and interpretation.
Program D.4.8	The City will provide information on housing resources and suitable housing opportunities in Milpitas to individuals with disabilities.	Report annually, ongoing	The City provides information to residents on website and via responses to inquiries.

Program D.4.9	Working with the San Andreas Regional Center, Milpitas will implement an outreach program that informs residents on housing and services available for persons with developmental disabilities. The program could include the development of an informational brochure, updating the City's housing assistance resource web page to provide additional information on services, and providing housing-related training for individuals and families through workshops.	Report annually, ongoing	The City's Recreation and Community Services has continued to promote inclusive programming through its classes and programs with a more streamlined intake process with a single point of contact. Staff conducted a Families with Special Needs Focus group for feedback on current programs and ideas for new programming. RCS staff continue to work on offering programs that promote inclusiveness. Special Events now include quiet spaces and in some cases special adaptive sessions. Families with children with special needs are referred to San Andreas Regional Center if they are unaware of services for their family.
Program D.4.10	During project review, City staff shall encourage the inclusion of studio and four- bedroom units in new projects as feasible and provide financial and regulatory incentives when possible.	Report annually, ongoing	Staff worked with several developers, including 1380-1400 S Main Street, to allow for greater numbers of studio units in the City.
Program D.5.10	Consistent with the Midtown Specific Plan, the City will favorably consider applications for live-work units in zoning districts where live-work units are a permitted or conditionally-permitted use.	Report annually, ongoing	Staff will analyze the success of live-work units in the City, and explore options for the Midtown area during the update.

Program D.5.2: Support alternative housing types such as live/work lofts and manufactured housing.	The City will continue to permit manufactured housing in R1 zones subject to the same architectural requirements and development standards as other dwellings in the same zone.	Report annually, ongoing	Complete. Under current zoning, a single manufactured home may be permitted on lots zoned for single-family dwellings where it has been determined the lot and structure are compatible: 1. In districts where site plan and architectural review is not generally required for single-family dwellings, the site plan and architectural review process shall be utilized to initially determine if a lot and structure is compatible for a manufactured home. Compatibility of a lot and structure shall be determined by such factors as height, bulk and character of other structures in the neighborhood. If a lot and structure is determined to be compatible, site plan and architectural review is limited only to specifying roof overhang, roofing material and siding material based on the following standards.
Program D.5.3:	The City will modify the zoning ordinance to allow manufactured housing in all zoning districts where residential development is allowed, subject to the same 104 architectural requirements and development standards as other dwellings in the same zone.	Report annually, ongoing	Staff hasn't considered this option, but will explore when the Zoning Code is updated in 2021-22.
Program D.6.1:	The City will continue to encourage new residential developers to provide space for childcare facilities to promote the integration of this needed service in residential areas as they are developed.	Report annually, ongoing	This is an item staff can consider for both the Metro (TASP) and Midtown Plan updates.
E.1.1.	The City will work with appropriate local, State, and federal agencies to ensure that fair housing laws are enforced.	Report annually, ongoing	In 2020, the City awarded Project Sentinel a total of \$56,290 in CDBG funds for Fair Housing assistance.

Program E.1.2: Work to eliminate all unlawful discrimination in housing with respect to age, race, gender, sexual orientation, marital or familial status, ethnic background, medical condition, or other arbitrary factors, so that all residents can obtain decent housing throughout the City.	The City will continue to implement its ordinances and policies prohibiting discrimination in housing practices.	Report annually, ongoing	In 2019, the City awarded Project Sentinel a \$50,000 contract to administer the Milpitas Rent Review Ordinance. The program helps tenants and landlords resolve rent increase disputes, prohibits discrimination based on a tenant's source of income, and prohibits landlord retaliation. Additional funding was not needed in 2020.
Program E.1.3:	The City will carry out necessary actions to address any impediments to fair housing choice identified in the City's HUD-mandated Analysis of Impediments to Fair Housing (AI).	Report annually, ongoing	In 2020 the City began the process of hiring a consultant to prepare an Assessment of Fair Housing or AFH. The AFH would replace the Analysis of Impediments and will ensure the City's new Housing Element is in compliance with Assembly Bill 686 (2019).
Program E.1.4	The City will continue to distribute information on fair housing laws through flyers, brochures, public service announcements, and other means.	Report annually, ongoing	In 2020, Project Sentinel hosted two educational workshops to distribute information about fair housing laws and the local eviction moratorium. The promotion for the workshops included social media announcements and flyer distribution.
Program E.1.5	The City will continue to fund an appropriate agency, such as Project Sentinel, to advocate for Milpitas households that may have experienced unfair or illegal housing practices.	Report annually, ongoing	In 2020, the City awarded Project Sentinel a total of \$56,290 in CDBG funds for Fair Housing assistance.

Program F.1.1:	The City will continue to partner with local utility providers to promote participation of Milpitas' low-income residents in available energy efficiency programs, such as PG&E's Energy Partners Program.	Report annually, ongoing	The City of Milpitas implemented its first Milpitas Assistance Program (MAP) which provides low-income residents subsidy for Recreation and Community Services programs, water utilities bill discounts, and reduction of building permit fees from Building Safety and Housing for replacement of a water heater, furnace, or air conditioner. The City also implemented a Residential Building Incentive Program (RBIP) that provides discounts on building permit fees for installation of solar photovoltaic or thermal systems.
Program F.1.2: Promote energy efficiency in new and existing residential development.	The City will continue to promote use of passive solar devices and promote energy audits of existing homes.	Report annually, ongoing	This has been addressed in the recently adopted 2019 California Energy and Green Building Standards (CALGreen) Codes.
Program F.1.3:	Milpitas will continue to implement the City's Green Building Ordinance	Report annually, ongoing	The Milpitas Municipal Code Chapter 20, Green Building Regulations, was adopted on June 16, 2009 and revised November 19, 2013. It continues to provide requirements related to sustainability in building construction.
Program F.1.4:	The City will continue to encourage the incorporation of energy- and water-saving principles in the design and planning of new residential developments, including features such as solar orientation and the use of recycled water.	Report annually, ongoing	The Milpitas Municipal Code Chapter 20 Green Building Regulations are designed to achieve the following goals: 1.) increase energy efficiency; 2.) encourage water and resource conservation; 3.) reduce waste generated by construction products, and 4.) promote the health of residents, workers and visitors to the City.
Program F.1.5:	The City will continue to encourage mixed-use and transit-oriented development at transit nodes.	Report annually, ongoing	The Metro (TASP) and Midtown updates will continue to support mixed-uses and TOD at nodes near the new BART station, along key corridors (Great Mall Parkway, Main Street, etc.), and near commercial/employment centers. The Metro (TASP) and Midtown updates will explore allowing higher densities in these areas.
Program F.1.6:	In accordance with the Green Building Policy Resolution adopted in February 2008, the City will continue to require that planning applications for new buildings include a completed LEED checklist.	Report annually, ongoing	Staff will explore during the next Green Building Standards Code update and Zoning Code update.

TABLE E – NOT APPLICABLE

TABLE F – NOT APPLICABLE

TABLE G – NOT APPLICABLE

Table H: Locally Owned Surplus Sites

Jurisdiction	Milpitas	
Reporting Period	2020	(Jan. 1 - Dec. 31)

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

ANNUAL ELEMENT PROGRESS REPORT Housing Element Implementation (CCR Title 25 §6202)

Table H						
Locally Owned Surplus Sites						
Parcel Identifier				Designation	Size	Notes
1	2	3	4	5	6	7
APN	Street Address/Intersection	Existing Use	Number of Units	Surplus Designation	Parcel Size (in acres)	Notes
Summary Row: Start Data Entry Below						
8341001	1440 South Main Street	Industrial		Excess	0.99	Former Redevelopment Agency Land.
8341002	1452 South Main Street	Industrial		Excess	0.87	
8341003	1474 South Main Street	Industrial		Excess	0.85	
2230041	North McCarthy Blvd at Dixon Landing Road	Vacant		Excess	1.43	Flood control project (soon to be exempt surplus).
2230042	North McCarthy Blvd at Dixon Landing Road	Public Facilities		Excess	1.44	Flood control project and I-880 on ramp
2230043	North McCarthy Blvd at Dixon Landing Road	Public Facilities		Excess	3.05	I-880 on ramp

Summary

Jurisdiction	Milpitas	
Reporting Year	2020	(Jan. 1 - Dec. 31)

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	132
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		72
Total Units		204

Note: Units serving extremely low-income households are included in the very low-income permitted units totals

Housing Applications Summary	
Total Housing Applications Submitted:	24
Number of Proposed Units in All Applications Received:	24
Total Housing Units Approved:	21
Total Housing Units Disapproved:	0

Use of SB 35 Streamlining Provisions	
Number of Applications for Streamlining	0
Number of Streamlining Applications Approved	0
Total Developments Approved with Streamlining	0
Total Units Constructed with Streamlining	0

Units Constructed - SB 35 Streamlining Permits			
Income	Rental	Ownership	Total
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0

Cells in grey contain auto-calculation formulas

Local Early Action Planning Grant (LEAP) Report

Jurisdiction	Milpitas
Reporting Year	2020 (Jan. 1 - Dec. 31)

Please update the status of the proposed uses listed in the entity's application for funding and the c 50515.02 or 50515.03, as applicable.

Total Award Amount	\$
---------------------------	----

Task	\$ Amount Awarded	\$ Cumulative Reimbursement Requested
Prepare scope		
Issue RFP, secure consultant		
Existing conditions, sites analysis	\$ 35,000.00	
Community engagement #1	\$ 12,500.00	
Admin Draft HOZ Ordinance/Map	\$ 30,000.00	
Community engagement #2	\$ 12,500.00	
Draft HOZ Ordinance/Map	\$ 5,000.00	
CEQA analysis	\$ 200,000.00	
Staff report and noticing	\$ 2,000.00	
Final HOZ Ordinance/Map	\$ 1,000.00	
Public hearings, adoption	\$ 2,000.00	

Summary of entitlements, building permits, and certificates of occupancy (auto-populated from Tab

Completed Entitlement Issued by Affordability Summary	
Income Level	
Very Low	Deed Restricted
	Non-Deed Restricted
Low	Deed Restricted
	Non-Deed Restricted
Moderate	Deed Restricted
	Non-Deed Restricted
Above Moderate	
Total Units	

Building Permits Issued by Affordability Summary	
Income Level	
Very Low	Deed Restricted
	Non-Deed Restricted
Low	Deed Restricted
	Non-Deed Restricted

Moderate	Deed Restricted
	Non-Deed Restricted
Above Moderate	
Total Units	

Certificate of Occupancy Issued by Affordability Summary	
Income Level	
Very Low	Deed Restricted
	Non-Deed Restricted
Low	Deed Restricted
	Non-Deed Restricted
Moderate	Deed Restricted
	Non-Deed Restricted
Above Moderate	
Total Units	

HOUSING SUCCESSOR ANNUAL REPORT

April 1, 2021

LOW AND MODERATE INCOME HOUSING ASSET FUND
FOR FISCAL YEAR 2019-20
PURSUANT TO
CALIFORNIA HEALTH AND SAFETY CODE SECTION 34176.1(f)
FOR THE
MILPITAS HOUSING AUTHORITY

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INTRODUCTION

This Housing Successor Annual Report ("Report") addresses the requirements of California Health and Safety Code Section 34176.1(f) regarding the Low and Moderate Income Housing Asset Fund ("LMIHAF"). This Report outlines the financial and housing covenant details of the Milpitas Housing Authority ("Housing Successor") for 2019-20 (the "Fiscal Year"). The purpose of this Report is to provide the governing body of the Housing Successor an annual report on the housing assets and activities of the Housing Successor under Part 1.85, Division 24 of the California Health and Safety Code, in particular sections 34176 and 34176.1 ("Dissolution Law").

This report includes discussion on the deposits to, ending balance of, and expenditures from the LMIHAF. A description of the Housing Successor's assets, and any transfers of assets to other housing successor agencies are addressed as well. The report also discusses the Housing Successor's current projects, acquisitions of any real property since February 1, 2012, or any outstanding obligations. Finally, as required by law, three separate tests are discussed – the income test, senior housing test, and excess surplus test.

The following Report is based upon information prepared by Housing Successor staff and conforms with Sections 1 through 13, of Section 34176.1(f) of the Dissolution Law.

In addition this Report and the former redevelopment agency's pre-dissolution Implementation Plans are to be made available to the public on the City's website. (<http://www.ci.milpitas.ca.gov>)

I. AMOUNT DEPOSITED INTO LMIHAF

This section provides the total amount of funds deposited into the LMIHAF during the Fiscal Year. Any amounts deposited for items listed on the Recognized Obligation Payment Schedule ("ROPS") must be distinguished from the other amounts deposited.

Revenues (amount deposit to the LMIHAF):	
Loan repayments	\$286,778
Rental/lease income	\$102,487
Interest income	\$754,935
Total:	\$1,144,200

A total of \$1,144,200 was deposited into the LMIHAF during the Fiscal Year. Of the total funds deposited into the LMIHAF, a total of \$0 was held for items listed on the ROPS.

II. ENDING BALANCE OF LMIHAF

This section provides a statement of the balance in the LMIHAF as of the close of the Fiscal Year. Any amounts deposited for items listed on the ROPS must be distinguished from the other amounts deposited.

At the close of the Fiscal Year, the ending balance in the LMIHAF was \$39,413,095, of which \$0 is held for items listed on the ROPS.

III. DESCRIPTION OF EXPENDITURES FROM LMIHAF

This section provides a description of the expenditures made from the LMIHAF during the Fiscal Year. The expenditures are to be categorized. There was a total of \$745,197 expended from the LMIHAF, divided into the following categories:

TABLE 1: DESCRIPTION OF LMIHAF EXPENDITURES

Description of Expenditures	Total Expenditures
Maintenance, Monitoring and Administration Expenditures	\$689,191
Homeless Prevention and Rapid Rehousing Services Expenditures	\$56,006
Housing Development Expenditures (Total of Next Three Lines)	\$0
<i>Expenditures on Low Income Units</i>	\$0
<i>Expenditures on Very Low Income Units</i>	\$0
<i>Expenditures on Extremely Low Income Units</i>	\$0
Total LMIHAF Expenditures in Fiscal Year	\$745,197

IV. STATUTORY VALUE OF ASSETS OWNED BY HOUSING SUCCESSOR

This section provides the statutory value of real property owned by the Housing Successor, the value of loans and grants receivables, and the sum of these two amounts.

TABLE 2: STATUTORY VALUE OF ASSETS OWNED BY HOUSING SUCCESSOR

Asset Type	Statutory Value of Assets
Loans Receivable	\$28,855,124
Land held for resale	\$2,333,018
Total Value of Real Property and Loans Receivable	\$31,188,142

V. DESCRIPTION OF TRANSFERS

This section describes transfers, if any, to another housing successor agency made in previous fiscal year(s), including whether the funds are unencumbered and the status of projects, if any, for which the transferred LMIHAF will be used. The sole purpose of the transfers must be for the development of transit priority projects, permanent supportive housing, housing for agricultural employees or special needs housing.

The Housing Successor did not make any LMIHAF transfers to other housing successor(s) under Section 34176.1(c)(2) during the Fiscal Year.

VI. PROJECT DESCRIPTIONS

This section describes any project for which the Housing Successor receives or holds property tax revenue pursuant to the ROPS and the status of that project.

The Housing Successor does not receive or hold property tax revenue pursuant to the ROPS during the Fiscal Year.

VII. STATUS OF COMPLIANCE WITH SECTION 33334.16

This section provides a status update on compliance with Section 33334.16 for interests in real property acquired by the former redevelopment agency prior to February 1, 2012. For interests in real property acquired on or after February 1, 2012, provide a status update on the project.

With respect to interests in real property acquired by the former redevelopment agency prior to February 1, 2012, the time period described in Section 33334.16 shall be deemed to have commenced on the date that the Department of Finance approved the property as a housing asset in the LMIHAF (August 31, 2012); thus, as to real property acquired by the former redevelopment agency now held by the Housing Successor in the LMIHAF, the Housing Successor must initiate activities consistent with the development of the real property for the purpose for which it was acquired within five years of the date of the DOF approved such property as a housing asset.

The following provides a status update on the real property or properties housing asset(s) that were acquired prior to February 1, 2012 and compliance with five-year period:

TABLE 3: SECTION 33334.16 COMPLIANCE

Address of Property	Date of Acquisition	Deadline to Initiate Development Activity	Status of Housing Successor Activity
1504, 1556, 1620 S. Main St. (APN 086-22-027,028,033,034,041,042)	11/1/2009	8/31/2022	APN 086-22-033,034,041,042 sold to Milpitas Phase I, LP on April 11, 2018 for the Senior Lifestyles Development with 48 extremely-low income units in phase I and 2 combined.
1432-1446 S. Main St. (APN 083-41-001)	2/28/2011	8/31/2022	Site is zoned for future housing in the Midtown Specific Plan Area. Staff is exploring various development options for this site.
254 Parc Place Dr. (APN 086-54-052)	1/27/2011	8/31/2022	This is a rental unit for very low and low-income households with the option to purchase. Staff is working with occupants to purchase unit.
600 S. Abel St. #208 (APN 086-61-177)	5/24/2011	8/31/2022	This is a rental unit for very low and low-income households with the option to purchase. Staff is working with occupants to purchase unit.

Health and Safety Code Section 33334.16 required former redevelopment agencies to initiate activities, such as zone changes or disposition and development agreements within five years of acquiring a property.

The following provides a status update on the project(s) for property or properties that have been acquired by the Housing Successor using LMIHAF on or after February 1, 2012.

The Housing Successor did not acquire property on or after February 1, 2012.

VIII. DESCRIPTION OF OUTSTANDING OBLIGATIONS UNDER SECTION 33413.

This section describes the outstanding inclusionary housing obligations, if any, under Section 33413 that remained outstanding prior to dissolution of the former redevelopment agency as of February 1, 2012 along with the Housing Successor's progress in meeting those prior obligations, if any, of the former redevelopment agency and how the Housing Successor plans to meet unmet obligations, if any.

The housing successor does not have any obligations to fulfill under Section 33413.

IX. EXTREMELY-LOW INCOME TEST

Section 34176.1(a)(3)(A) requires that the Housing Successor must require at least 30% of the LMIHAF (excluding funds used for maintenance, monitoring and administrative expenses, and homeless prevention/rapid rehousing services) to be expended for development of rental housing affordable to and occupied by households earning 30% or less of the AMI. If the Housing Successor fails to comply with the Extremely-Low Income (ELI) requirement in any five-year report, then the Housing Successor must ensure that at least 50% of the funds expended from the LMIHAF in each subsequent fiscal year be expended for development of rental housing affordable to and occupied by households earning 30% or less of the AMI until the Housing Successor demonstrates compliance with the Extremely-Low Income requirement.

In fiscal year 2019/2020 the City satisfied the Extremely-Low Income test by expending 86.14% of the LMIHAF over the previous five fiscal years. The City is not required to perform this test in fiscal year 2020/2021. The next five-year Extremely Low-Income test will be required in the Annual Report for fiscal year 2024/2025.

X. SENIOR HOUSING TEST

This section provides the percentage of units of deed-restricted rental housing restricted to seniors and assisted individually or jointly by the Housing Successor, its former Redevelopment Agency, and the City within the previous 10 years in relation to the aggregate number of units of deed-restricted rental housing assisted individually or jointly by the Housing Successor, its former Redevelopment Agency and the City within the same time period. For this Report the ten-year period reviewed is January 1, 2010 to January 1, 2020.

If the percentage of assisted senior rental housing is more than 50 percent of the total of all assisted rental housing, no additional senior rental housing can be assisted until the percentage falls to 50 percent or less.

TABLE 4: SENIOR HOUSING TEST

Unit Category	# of Units
Assisted Senior Rental Units	15
Total Assisted Rental Units	197
Senior Housing Test (%)	7.6%

XI. EXCESS SURPLUS TEST

Excess Surplus is defined in Section 34176.1(d) as an unencumbered amount in the account that exceeds the greater of one million dollars (\$1,000,000) or the aggregate amount deposited into the account during the Housing Successor's preceding four Fiscal Years, whichever is greater. The housing successor is required to encumber the excess surplus amount or transfer that amount to another jurisdiction as provided in Health and Safety Code Section 34176.1(c)(2) within three fiscal years. If not, the excess surplus amount must be transferred to HCD to use pursuant to the Multifamily Housing Program or the Joe Serna, Jr. Farmworker Housing Grant Program.

The following provides the Excess Surplus test for the 2019/2020 fiscal year:

Test for fiscal year ending June 30, 2020	
Opening fund balance of prior year	\$39,300,871
Less: Unavailable Funds:	
Loans Receivable	(\$28,684,909)
Land Held for Resale	(\$2,333,018)
Sango Court Loan Encumbered	(\$6,500,000)
Unencumbered Fund Balance	\$1,782,944
Limitation (greater of \$1,000,000 or four years deposits).	
Aggregate amount deposited for the last four years:	
2018-2019	\$1,019,065
2017-2018	\$886,290
2016-2017	\$907,029
2015-2016	\$961,316
Total Amount Deposited	\$3,773,700
Excess Surplus	None

This analysis indicates there is no excess surplus as of 6/30/2020.

XII. DESCRIPTION OF OUTSTANDING OBLIGATIONS UNDER SECTION 34176.1(D)(13).

This section provides an inventory of homeownership units assisted by the former Redevelopment agency or the Housing Successor that are subject to covenants or restrictions of to an adopted program that protects the former Redevelopment Agency's investment of moneys from the Low- and Moderate-Income Housing Fund pursuant to subdivision (f) of Section 33334.3.

This inventory shall include all the following information:

(A) Number of those units:

The number of homeownership units assisted by the former Redevelopment agency is 189.

(B) In the first report pursuant to this subdivision, the number of units lost to the portfolio after February 1, 2012, and the reason or reasons for those losses. For subsequent reports, the number of the units lost to the portfolio in the last fiscal year and the reason for those losses:

There are no losses of inventory to report from February 1, 2012 to FY 2019/2020.

(C) Any funds returned to the Housing Successor as part of an adopted program that protects the former Redevelopment agency's investment of moneys from the Low- and Moderate-Income Housing Fund:

No funds were returned to the Housing Successor.

(D) Whether the Housing Successor has contracted with any outside entity for the management of the units and, if so, the identity of the entity:

The Housing Successor does not contract with any outside entity.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Receive the 2020 General Plan Annual Progress Report and Authorize Submittal of the Report to the Governor's Office of Planning and Research (OPR)
Category:	Consent Calendar-Community Development
Meeting Date:	3/2/2021
Staff Contact:	Jay Lee, Principal Planner, 408-586-3077
Recommendation:	Receive the 2020 General Plan Annual Progress Report and authorize the submittal of the report to the Governor's Office of Planning and Research (OPR).

Background:

California Government Code Section 65400 mandates that all cities and counties submit an annual report on the status and progress on implementation of their General Plan, including the Housing Element, to their legislative bodies, the Governor's Office of Planning and Research (OPR), and the Housing and Community Development (HCD) by April 1 of each year. The intent of this statute is to ensure that the General Plan directs land use decisions and remains an effective guide for the long-term physical development of a community. It also provides local jurisdictions a tool to assess its effectiveness in implementing its General Plan.

The 2020 General Plan Annual Progress Report (APR) highlights the City's progress toward implementation of the previous General Plan, which was in effect during 2020.

Analysis:

The following information provides a brief recap of the General Plan Update and a summary of the General Plan implementation highlights for calendar year 2020.

General Plan Update

The General Plan Update, which establishes a new planning horizon of 2040, provides updated goals, policies, and implementation actions and addresses new planning issues such as air quality and energy, community design, and economic and fiscal sustainability. The City initiated the effort in 2016 and completed the following key tasks prior to adoption:

- Comprehensive community outreach and visioning;
- Existing Conditions Report;
- Analysis of issues and opportunities;
- Land Use Alternatives Report;
- Comprehensive series of GPAC meetings to develop draft goals and policies;
- Council selection of the preferred land use map;
- Admin Draft and Final General Plan; and
- Programmatic Environmental Impact Report (EIR).

Future development projects consistent with the General Plan Update will be eligible for CEQA streamlining through the Programmatic EIR. The General Plan Update also includes a detailed implementation plan, which provides the responsible department, priority, and timing for all implementation actions. The City will review implementation of the General Plan on an annual basis, amend the General Plan as necessary, and update the City's Zoning Ordinance and planning documents to ensure consistency with the General Plan.

General Plan Implementation Highlights

The 2020 General Plan APR (Attachment A) provides the implementation highlights of the current General Plan by element. The City's key efforts to implement the goals and policies of the General Plan include but are not limited to comprehensive master plan updates and capital improvement projects.

The City completed, initiated, or continued updates to the following policies and comprehensive master plans:

- Economic Development Strategy – Adopted May 2020
- Milpitas Metro Specific Plan (formerly the Transit Area Specific Plan) – In progress
- Gateway/Main St. Specific Plan (formerly the Midtown Specific Plan) – In progress
- Climate Action Plan (CAP) Update – In progress
- Trail, Pedestrian, and Bikeways Master Plan Update – In progress
- Parks and Recreation Master Plan Update – In progress
- Sewer Master Plan Update – In progress
- Water Master Plan Update – In progress
- Development Handbook and Accessory Dwelling Unit (ADU) Toolkit – In progress
- ADU Visualization Tool by Symbium – In progress
- Objective Design Standards for Residential and Mixed-Use Developments – In progress
- Citywide VMT Policy – In progress

Although not discussed in the annual report, staff is also working on these two important projects:

- Housing Opportunity Zones – The City received a Local Early Action Planning (LEAP) Grant from the State to implement a zoning overlay district aimed at incentivizing affordable and supportive housing in key opportunity areas within the City. This effort was not discussed in the annual report because it was initiated in 2021, not 2020.
- Smoke-Free Policies – The City received a grant from Santa Clara County through its Health Cities Program to develop and implement a comprehensive no-smoking policy for all multi-unit housing and other areas within the City. This effort was not discussed in the annual report because it did not implement a specific policy in the previous General Plan.

The City also designed or constructed capital improvements to transportation infrastructure, public utility systems, and public facilities. Refer to the 2020 General Plan APR (Attachment A) for a detailed description of each implementation activity.

Policy Alternative:

Alternative 1: Do not authorize the submittal of the General Plan APR to OPR.

Pros: None.

Cons: The City would not be in compliance with Government Code Section 65400, which mandates all cities to submit an annual report on the status and progress on implementation of their General Plan to OPR each year.

Reasons not recommended: The General Plan APR assists OPR in identifying statewide trends in land use decision-making and informs modifications to OPR's *General Plan Guidelines*. Failure to submit the General Plan APR to OPR would limit OPR's ability to consider local planning and development activities in refining statewide planning goals and policies.

Fiscal Impact:

Preparation of the General Plan Annual Progress Report and submittal of the report to HCD will result in no fiscal impact to the City.

Environmental Review:

The action being considered is exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) in that the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.

Recommendation:

Receive the 2020 General Plan Annual Progress Report and authorize submittal of the report to the Governor's Office of Planning and Research (OPR).

Attachment:

A. 2020 General Plan Annual Progress Report

MEMORANDUM

Planning Department



DATE: March 3, 2021

TO: Governor's Office of Planning and Research

THROUGH: Steven G. McHarris, City Manager

FROM: Jay Lee, Principal Planner

SUBJECT: 2020 General Plan Annual Progress Report

Background

The City of Milpitas recently completed a comprehensive update of its General Plan, which was adopted by the Milpitas City Council on February 23, 2021. The City has experienced significant growth and change since the last comprehensive update in 1994 and the State has passed new laws related to climate change and multimodal transportation. While the previous General Plan had been amended several times since 1994 to incorporate specific plan updates and recently amended in 2015 to update the Housing Element for the fifth housing element cycle (2015-2023), a comprehensive update was needed to plan effectively for the next 20 years.

Government Code Section 65400 mandates that all cities and counties submit an annual report on the status of the General Plan and progress in its implementation to their legislative bodies, the Governor's Office of Planning and Research (OPR), and the Housing and Community Development (HCD) by April 1 of each year. The intent of this statute is to ensure that the General Plan directs land use decisions and remains an effective guide for the long-term physical development of a community. It also provides local jurisdictions a tool to assess their effectiveness in implementing the Plan's long-term vision.

Although adoption of the General Plan Update is anticipated in the coming weeks, this report highlights the City's progress toward implementation of the previous General Plan, which was in effect during 2020. On March 2, 2021, staff shared this report to City Council, which authorized the submittal of the report to HCD.

General Plan Update

The General Plan Update, which establishes a new planning horizon of 2040, provides updated goals, policies, and implementation actions and addresses new planning issues such as air quality and energy, community design, and economic and fiscal sustainability. The City initiated the effort in 2016 and completed the following key tasks:

- Comprehensive community outreach and visioning;
- Existing Conditions Report;
- Analysis of issues and opportunities;
- Land Use Alternatives Report;
- Comprehensive series of General Plan Advisory Committee meetings to develop draft goals and policies;
- Council selection of the preferred land use map;
- Admin Draft and Final General Plan; and
- Programmatic Environmental Impact Report (EIR).

Future development projects consistent with the General Plan Update will be eligible for CEQA streamlining through the Programmatic EIR. The General Plan Update also includes a detailed implementation plan, which

MEMORANDUM

Planning Department



provides the responsible department, priority, and timing for all implementation actions. The City will review implementation of the General Plan on an annual basis, amend the General Plan as necessary, and update the City's Zoning Ordinance and planning documents to ensure consistency with the General Plan.

Implementation Highlights by General Plan Element

Below is the City's annual progress toward implementation of the previous General Plan by element.

Land Use Element

- **Transit Area Specific Plan (TASP) Update:** The City is currently updating the TASP, which was adopted by the City Council in June 2008 and amended in December 2011. The TASP will be renamed the "Milpitas Metro Specific Plan" (MMSP) to reflect new boundaries and focused attention on strategic redevelopment sites, circulation, and access. The MMSP area is concentrated around the new Milpitas Transit Center, which includes Bay Area Rapid Transit (BART) and Santa Clara Valley Transportation Agency (VTA) Light Rail and bus stations. The MMSP area has enjoyed significant residential development in the recovery from the Great Recession of 2008. Of the 7,109 potential dwelling units approved in the original 2008 Plan, over 6,900 units have been entitled, constructed, occupied, or are currently within the entitlement process. However, only a small amount of the proposed commercial space is entitled or under construction to date, and there are nearly 170 acres within the area that have not been redeveloped. Furthermore, there are sites beyond the current boundary that could be annexed into the MMSP area. The MMSP update will leverage these development opportunities to reinforce the 2008 TASP's vision for a high-density urban neighborhood with a mix of land uses around the Transit Center. The update will also enhance pedestrian and bicycle access throughout the MMSP area to complement these high-density mixed-use neighborhoods. **Policies 2.a-I-31 and 2.a-I-32**
- **Midtown Specific Plan Update:** The City is currently updating the Midtown Specific Plan, which was adopted by the City Council in March 2002 and amended in November 2010. The Midtown Specific Plan will be renamed the "Milpitas Gateway/Main St. Specific Plan" (MGSP) to reflect new boundaries and a new strategic focus on key redevelopment areas. The MGSP area, which contains the original commercial and industrial core of the City, has undergone significant changes related to its growing role as a housing and employment center. Development activity over the past several years has included approval or construction of 1,200 multi-family residential units, reinvestment and upgrades to the Great Mall, and extension of VTA's Tasman East Light Rail Transit (LRT) line. However, several vacant and underutilized sites remain within the MGSP area and there is significant potential for development and redevelopment. The MGSP will provide policies and guidelines and identify improvements to streetscapes, infrastructure, and public open spaces to facilitate this area's transition into an attractive and economically vital district with a compatible mixture of residential, retail, office, and service-oriented commercial uses served by a viable multi-model transportation network. **Policies 2.a-I-29 and 2.a-I-30**
- **Development Handbook, ADU Toolkit, and ADU Visualization Tool:** The City initiated several projects to streamline housing production and diversify its housing stock. The Development Handbook will provide a comprehensive explanation of the development review process from beginning to end, which will educate the public and improve internal operations. The user-friendly Accessory Dwelling Unit (ADU) Toolkit will facilitate ADU production by informing, inspiring, and guiding homeowners through a full-service permit review. The web based ADU Visualization Tool will complement the ADU Toolkit by allowing homeowners to visualize and design their own ADUs in compliance with local and State regulations. **Policy 2.a-G-3**

MEMORANDUM

Planning Department



- **Objective Design Standards:** The City initiated work on the Objective Design Standards, which will provide clear and implementable design criteria for all new residential and mixed-use developments throughout the City. The Objective Design Standards will streamline housing approvals, comply with recent State legislation requiring objective and quantifiable design guidelines, and ensure that new residential development protects and improves the character of existing neighborhoods. **Policies 2.a-I-17**
- **Urban Growth Boundary:** The City passed Measure I in November 2016 to continue the City's urban growth boundary established by Measure Z in 1998, which was set to expire in 2018. The urban growth boundary, which limits development in Milpitas to the valley floor and the base of the foothills by prohibiting the City from providing services to new land use developments in the hillside area, will now continue through December 31, 2038. The City's Urban Service Area boundary established by the Santa Clara County Local Agency Formation Commission (LAFCO) is coterminous with the City's urban growth boundary. **Policy 2.a-I-2**
- **Zoning Ordinance:** The City's Zoning Ordinance is one of the primary implementation tools for the Land Use Element goals and policies. A Zoning Map, consistent with the General Plan Land Use Map, is also part of the Zoning Ordinance. Together, the Zoning Ordinance and Zoning Map are used to identify the specific types of use, intensity, and development standards applicable to given parcels or areas of land. The City ensures that amendments to the Zoning Ordinance and Zoning Map are consistent with the Land Use Element, and the City plans to initiate a comprehensive update to the Zoning Ordinance in early 2022 to ensure consistency with the new General Plan. The City limits the number of amendments to the General Plan to four per year and ensures that amendments fulfill the City's broader objectives and benefits the community at large in keeping with Guiding Principle 2-a-G-11. **Policy 2.a-I-1**
- **Hillside Ordinance:** The City's Hillside Ordinance established the Hillside Combining District (Municipal Code Section XI-10-45.09), which promotes and encourages the orderly development of the hillside area of the City. The Hillside Ordinance provides regulations to ensure that development is in keeping with the natural character of the hillside, minimize grading of and alterations to hillsides, and address constraints associated with hillside development including geologic issues, slopes, access, and visibility. New developments in the Hillside Combining District are subject to these regulations and require review by the Planning Commission and approval by the City Council for compliance with the Hillside Site and Architectural Guidelines. **Policies 2.a-I-23, 2.a-I-25, and 2.a-I-26**
- **Economic Development Strategy:** The City and surrounding Silicon Valley region have changed significantly since the City's last economic development strategy was approved in 2006. As such, in May 2020, the City adopted a new Economic Development Strategy (EDS) that will guide the City's efforts over the next five years to grow the local economy and foster local economic health, diversity, and vibrancy. As part of this effort, the consultant prepared an Industry Data Analysis Report, which summarizes the existing conditions and dynamics of the local economy to identify the City's strengths, weaknesses, and opportunities for future growth. The City also completed a Real Estate Analysis to identify catalyst sites throughout the City for future redevelopment. **Policies 2.a-I-3 through 2.a-I-13**
- **Public Facilities and Utilities:** The City maintains its public facilities and utilities to ensure that vital public services are available to its citizens. As part of its development review process, the City confirms that the development will be adequately served by public facilities and utilities by requiring public improvements when necessary and collecting development impact fees to defray all or a portion of the cost of public facilities and improvements necessary to serve the new development. A detailed discussion of the various public facilities and utilities is provided below. Several relevant topics

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Planning Department



including fire safety, parks and recreation, and stormwater are discussed in the implementation highlights for other General Plan elements, which provide more detailed policies regarding these topics.

- **Water Services:** The City's Urban Water Management Plan (UWMP) provides a framework for long term water planning to ensure adequate water supplies through the year 2040 and establishes a water use target that aids in meeting the State's goal of reducing water use by 20 percent by 2020. The City is updating its Water Master Plan, which will be completed this summer and guide the City's decisions on water infrastructure investments over the next 20 years and incorporate the water needs associated with the TASP and Midtown Specific Plan updates. Following a Water Supply Augmentation Feasibility Report completed in 2015, the City has concentrated its CIP efforts in utilizing groundwater wells, expanding the existing recycled water supply delivery and treatment infrastructure, and continued conservation efforts.
- **Wastewater:** The City is updating its Sewer Master Plan, which includes a summary of the City's wastewater collection system, flow projections, an analysis of the system's capacity, and a summary of the capacity improvements that are needed. The update, which will be completed this summer, will incorporate the sewer needs associated with the TASP and Midtown Specific Plan updates. The City's Sewer System Management Plan (SSMP) provides a plan to properly operate and maintain the sanitary sewer collection system. The SSMP aims to prevent sewer outflow, provide adequate capacity to convey peak flows. The City experiences very few sewer system overflows and the required system improvements have been incorporated into the CIP.
- **Police Protection:** The City contains one police station with a Communications Center that coordinates information from 9-1-1 callers to responders in the field. The City is currently meeting its goal for response times to emergency calls of 3 minute or less. Although the new BART station is expected to increase demand for police services, the General Plan Update evaluates the need for service improvements and recommends policies to maintain operations. The adequacy of police services is also evaluated for any projects subject to CEQA.
- **Schools:** Mabel Mattos Elementary School opened its doors with the start of the new school year in August 2018. With the completion of Phase I, the school will start by serving 238 students. Additional funding is needed for Phases II, III and IV, which are delayed due to the ongoing pandemic. The school will eventually accommodate approximately 700 students.

Policies 2.d-I-1 to 2.d-I-5

Circulation Element

- **Trails and Bikeway Master Plans Update:** The City is currently updating the Trails and Bikeway Master Plans, which were adopted by City Council in June 1997 and June 2009 respectively. The Trails Master Plan describes and maps approximately 35 miles of trails, 6 miles of which have been built. The Bikeway Master Plan recommends bicycling projects with cost estimates and priorities for implementation, identifies funding sources, and provides design guidelines with best practices for implementing bikeways. The Trails, Pedestrian, and Bicycle Master Plan Update, which will be completed this summer, will identify gaps in the trail, pedestrian, and bicycle networks and provide recommendations to expand existing networks, increase safety and accessibility for all users, support economic development, and enhance the quality of life for area residents. The update will also evaluate bicycle/scooter share programs, identify priorities, and recommend improvements. **Policies 3.b-I-5, 3.d-I-2, 3.d-I-4, 3.d-I-19, and 3.d-I-21**

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- **Development Review and Traffic Impact Fees:** As part of its development review process, the City requires private development projects to implement traffic mitigation measures to address potential impacts and deficiencies created by the project and identified in the transportation impact analysis. Required mitigation measures include improvements to transportation infrastructure and transportation demand management (TDM) programs. Additionally, the City collects both citywide and area-specific traffic impact fees to fund and construct transportation improvements. Furthermore, the VTA serves as the Congestion Management Agency for Santa Clara County and maintains the County's Congestion Management Program (CMP), which includes several intersections within Milpitas. Although traffic congestion is no longer considered a potentially significant impact under the California Environmental Quality Act (CEQA) in accordance with Senate Bill (S.B.) 743, the City will continue to utilize level-of-service (LOS) analysis to address local traffic congestion while transitioning to vehicle miles traveled (VMT) as the new metric for assessing transportation impacts under CEQA. **Policies 3.a-I-3, 3.a-I-4, 3.a-I-5, 3.b-I-1, and 3.b-I-2**
- **Citywide VMT Policy:** The City initiated work on a citywide VMT policy to implement Senate Bill 743 and establish the methodology for analyzing transportation impacts under CEQA. The policy will facilitate the buildout of the General Plan and support new development in suitable areas near transit and mixed-use neighborhoods. The policy will help the City move away from auto-dependency and prioritize multimodal improvements to create a balanced and accessible transportation network that meets the needs of all users. **Policies 3.a-G-3, 3.b-I-5, 3.c-I-1, 3.d-G-5, and 3.d-I-8**
- **Capital Improvement Program (CIP):** Consistent with the Circulation Element goals and policies, the City also made significant investment in transportation infrastructure and safety improvements through its CIP, which is updated every year. The significant transportation-related projects are discussed below.
 - Enhanced Crosswalk Striping & Beacons: This project provides high visibility crosswalk striping and pedestrian actuated flashing beacons to facilitate safer pedestrian crossings at high vehicle and pedestrian volume intersections along school and bike routes and in residential areas. Four locations have been completed and work has started on eight additional locations are proposed. The City is also currently installing radar speed feedback signs as a traffic calming measure.
 - Street Resurfacing Program: This annual program provides for roadway pavement repair, rehabilitation, and/or reconstruction. The program includes replacement and upgrade of curb, gutter, driveway, and sidewalk. The program also includes implementation of Class II bike lanes and Class III bike route facilities as described in the City's Bikeway Master Plan.
 - ADA Curb Ramp Transition Program: This annual program involves citywide replacement or upgrade of existing curb ramps to current standard Americans with Disabilities Act (ADA) compliant ramps. The program also includes construction of segments of new sidewalk to close gaps and allow the City to be eligible for future Federal transportation aid funds.
 - S. Milpitas Blvd. Vehicular Bridge at Penitencia Creek: Design of the project is underway. The project will provide a vehicular bridge over Penitencia Creek at the end of the new S. Milpitas Blvd. Extension. The vehicular bridge is part of the TASP circulation infrastructure improvement to provide safe and convenient pedestrian connectivity within the TASP area.
 - Montague Pedestrian Overcrossings: These projects will provide a pedestrian overcrossing over Montague Expressway at Piper Drive and the east levee of Penitencia Creek. The overcrossing at Piper Drive is in the construction phase and the overcrossing at Penitencia Creek is in the

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design phase. These projects are part of the TASP circulation infrastructure improvements to provide safe and convenient pedestrian connectivity within the TASP area.

Policies 3.b-I-4, 3.c-I-4, 3.d-I-1, 3.d-I-3, 3.d-I-6, 3.d-I-11, 3.d-I-13, and 3.d-I-24

Open Space & Environmental Conservation Element

- **Parks & Recreation Master Plan Update:** The City is currently updating the Parks and Recreation Master Plan, which was adopted in 2008, to include City recreational facilities and parks in the TASP and Midtown areas. The update will include an existing conditions assessment of all parks and recreation facilities, public engagement and outreach, a strategic plan to provide high-quality accessible parks and recreation facilities, and a programming and growth assessment. The community outreach phase is nearing completion and work has begun on the draft plan. **Policies 4.a-I-1 and 4.a-I-9**
- **Park Dedication or In-Lieu Fee:** As part of its development review process, the City requires private development projects to either dedicate land or pay a park in-lieu fee (based on project square footage) to fund improvements to parks and recreation facilities to meet the additional demand for such facilities resulting from new developments and achieve the goals and policies of the Recreation Master Plan. **Policy 4.a-I-2**
- **Parks & Recreation Facilities Improvements:** Consistent with the Open Space & Environmental Conservation Element goals and policies, the City also made significant investment in parks and recreation facilities through its CIP. The significant projects are discussed below.
 - Citywide Park Rehabilitation: The City assessed and rehabilitated citywide park playgrounds needing minor improvements. Work includes additional fill material to meet fall attenuation, play equipment repairs, signage installation, and minor improvements to park lighting, pathways, restrooms, and snack shacks.
 - Minor Sports Courts Rehabilitation: The program provides for the rehabilitation of one to two sports courts annually.
 - Sports Field Turf Rehabilitation Program: The program is underway and provides for turf rehabilitation at City sports fields. Work includes re-sodding, re-seeding, irrigation repairs, and other minor rehabilitations.
 - Park Renovations: The City completed renovation of one neighborhood park (Sandalwood Park) and will soon begin construction on another (Creighton Park). Improvements include new picnic and playground areas, new dog park area, ADA access and path improvements, new restrooms, and upgraded lighting, irrigation, and landscaping.
 - New Parks: The City began design or construction of two new parks (Trade Zone/Montague Park – North and McCandless Park) and completed another (Sports Center Skate Park). These new parks will add approximately 9.5 acres of new parkland.

Policies 4.a-I-1, 4.a-I-7 and 4.a-I-10

- **Climate Action Plan (CAP):** In compliance with Assembly Bill (A.B.) 32 and S.B. 375, the City adopted its CAP in May 2013. The CAP is designed to streamline environmental review of future development projects in the City, consistent with CEQA Guidelines Section 15183.5(b). The CAP identifies an overall strategy, baseline emissions and forecasts, reduction measures, and implementation strategies to achieve the State-recommended greenhouse gas (GHG) emissions reduction target of 15 percent below 2005 emission levels by 2020. The City is currently updating its CAP with new programs to meet

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the State's new mid- and long-term statewide emissions targets (40 percent reduction below 1990 levels by 2030 and 80 percent reduction below 1990 levels by 2050).

- **Stormwater & Drainage:** The City participates in the Santa Clara Valley Urban Runoff Pollution Prevention Program (SCVURPPP). The SCVURPPP and member agencies implement programs aimed at reducing pollutants in stormwater runoff and protecting water quality of the San Francisco Bay and Santa Clara Valley creeks and rivers. The City also requires post-construction stormwater controls on development projects as part of its obligations under Provision C.3 of the Bay Area Municipal Regional Stormwater Permit (MRP). Furthermore, the City's Storm Drain Master Plan identifies the capital improvements needed to maintain recommended levels of protection against stormwater runoff, which have been incorporated into the CIP. **Policies 4.d-P-1 to 4.d-P-3, 4.d-P-7 to 4.d-P-9, 4.d-P-12, and 4.d-A-1 to 4.d-A-7**
- **Energy Use:** The Open Space and Conservation Element currently does not provide any goals or policies related to energy use. However, the Housing Element provides a policy and set of programs to promote energy efficiency in residential developments and the General Plan Update provides policies addressing energy consumption in all sectors (i.e., residential and nonresidential development, transportation, etc.) in a new Air Quality and Energy Element. As part of its development review process, the City requires new buildings to comply with the State's Energy Efficiency Standards for Residential and Nonresidential Buildings and offers expedited building permit processing for residential projects achieving Build It Green's GreenPoint Rated standard and for commercial and industrial projects achieving the Leadership in Energy and Environmental Design (LEED) Silver rating. The General Plan Update also provides policies to increase renewable energy generation and consumption to meet the State's renewable energy mandates. Furthermore, in 2017, the City joined Silicon Valley Clean Energy (SVCE), which is a community-owned agency serving Santa Clara County communities by acquiring and offering clean, carbon-free electricity. **Housing Policy F.1**

Seismic and Safety Element

- **Development Review Process:** One of the ways the City strives to minimize risk from geologic, fire, and flood hazards is through its development review process as discussed below.
 - **Seismic and Geologic Hazards:** The City requires development projects in hillsides or fault zones to submit a geotechnical report, reviews the findings of the report, and conditions projects to adhere to the report's recommendations. Projects subject to CEQA are also analyzed for potential geotechnical impacts and mitigation measures are required as necessary. **Policies 5.a-I-1 to 5.a-I-3**
 - **Fire Hazards:** The Milpitas Fire Department reviews and inspects projects during the development review process to ensure that all new developments comply with the Uniform Fire Code and other local fire safety regulations. **Policy 5.c-I-3**
 - **Flood Management:** The City coordinates with the Santa Clara Valley Water District while reviewing development projects to ensure that buildings and structures are located, designed, and constructed in a manner that minimizes flood risks and complies with the City's floodplain management regulations, which provide standards for any construction or other development within any area of special flood hazard. **Policies 5.b-I-1 to 5.b-I-3**
- **Fire Safety:** The Fire Department operates four fire stations within its service area. The average response time in 2020 was 4 minutes, 32 seconds, which is slightly over the City's response goal of 4 minutes. The City maintains its fire stations through regularly scheduled minor improvements. However,

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construction of the new Fire Station No. 2 is underway, and major building and site improvements at Fire Station No. 1 and a new Fire Station No. 3 are identified in the CIP as future projects. The Fire Department also performs routine fire inspections of existing buildings, structures, and properties in the City with the exception of single and multi-family dwellings in which the owner of the property resides.

Policies 5.c-I-1

- **Emergency Preparedness:** The Milpitas Fire Department Office of Emergency Services (OES) coordinates the City's preparedness efforts to mitigate against, plan for, respond to, and recover from natural disasters. The OES maintains the City's Emergency Operations Plan (EOP), which provides a blueprint for emergency management within the City and requires the development of departmental Standard Operating Procedures (SOPs). The City also partnered with Santa Clara County and other local jurisdictions to prepare the Santa Clara Operational Area Hazard Mitigation Plan, which is an updated multi-jurisdictional hazard mitigation plan that assesses local hazard risks and recommends a tailored and coordinated mitigation strategy to improve the resiliency of the County. The OES actively implements the recommendations of these emergency plans by keeping the Emergency Operation Center in a state of readiness and training citizens in basic disaster response through the Community Emergency Response Team (CERT). **Policies 5.d-I-1 and 5.d-I-2**

Noise Element

- **Development Review Process and Enforcement:** As part of its development review process, the City conditions development projects to comply with the City's noise regulations the Milpitas Municipal Code and noise compatibility standards in the Noise Element of the General Plan. Additionally, projects subject to CEQA are required to analyze potential noise impacts resulting from the project and mitigation measures are required to mitigate any significant noise impacts. The City's Neighborhood Services Division and the Milpitas Police Department jointly enforce the City's noise regulations, project conditions of approval, and CEQA mitigation measures to ensure compliance throughout the City. **Policies 6-I-1, 6-I-2, 6-I-4, 6-I-5, 6-I-7, and 6-I-9 through 6-I-13**
- **General Plan Update:** As part of the General Plan Update, the City prepared an Existing Conditions Report, which analyzed existing noise levels throughout the City. The analysis in the Existing Conditions Report informed the update of the Noise Element goals and policies, which reflect and account for the significant changes in the noise environment since 1994. The new Noise Element includes policies to protect neighborhoods from noise impacts associated with new development and establishes updated acceptable noise levels for all land uses.

Housing Element

On March 2, 2021, staff presented the 2020 APR for the Housing Element and 2020 Housing Successor Agency Annual Report to City Council, which authorized the submittal of both reports to HCD. The City will also soon start work on the Housing Element Update for the sixth housing element cycle (2023-2031) and accommodate the City's Regional Housing Needs Allocation (RHNA) adopted by the Association of Bay Area Governments (ABAG).

Conclusion

This report documents the City's recent progress in implementing the General Plan. The information contained herein will be forwarded in the form of a letter to OPR to serve as the City of Milpitas's General Plan Progress Report for 2020.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Approve and Authorize the City Manager to Enter into a Side Letter to Amend the Memorandum of Understanding between the City and the Mid-Management-Confidential (Mid-Con) Unit – LIUNA/UPEC Local 792
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	3/2/2021
Staff Contact:	Jeannine Seher, Director of Human Resources, 408-586-3086
Recommendation:	Approve and authorize the City Manager to enter into a side letter agreement with the Mid-Management-Confidential (Mid-Con) Unit – LIUNA/UPEC Local 792 to extend the existing labor agreement through June 30, 2025; eliminate a 3% salary increase scheduled for July 2021; reduce the salary increase scheduled for July 2022 from 3% to 2%; add a salary increase of 2% in July 2023; and add a salary increase of 3% in July 2024.

Background:

In 2019, the City and the Mid-Management-Confidential Unit, LIUNA/UPEC Local 792 (Mid-Con), through good faith labor negotiations, negotiated a successor Memorandum of Understanding (MOU), which delineated the wages, hours terms and conditions of employment for all employees of the bargaining unit, effective July 1, 2019 through June 30, 2023. The provisions of this labor agreement included salary increases during the term of the agreement, including a provision for a 3% base salary increase effective with the beginning of the first full pay period July 4, 2021 and a 3% salary increase on July 3, 2022. The MOU is a binding agreement and absent agreement between the City and Mid-Con to do otherwise, the City is obligated to adhere to the previously negotiated provisions, despite the current fiscal constraints brought about by the Pandemic.

When the City adopted the terms of the 2019-2023 MOU, it did so under extremely different circumstances than that which the City faces today. Today, the City of Milpitas faces a structural deficit due to the global pandemic of COVID-19. Significant revenue shortfalls from the loss of both Sales and Transient Occupancy Tax (TOT) have been realized and are expected to continue per the Preliminary FY 2022-31 Ten-Year General Fund Financial Forecast presented to the Council on January 26, 2021 as part of the Preliminary FY 2021-22 Budget Study Session.

Analysis:

To address the impact of these challenges, the parties, sharing a mutual philosophy that working together is the best way to successfully maneuver through these challenging times, came together to explore cost saving alternatives. As a result of those discussions, a tentative agreement has been reached and the membership of the Mid-Con has voted to ratify changes to their existing MOU.

The agreement reached in the side letter makes the following changes:

Terms of Agreement: The term of the MOU shall be extended through June 30, 2025.

Salaries: The 3% base salary increase effective the first full pay period in July 2021 is eliminated; the salary increase scheduled for July 2022 is adjusted from 3% to 2%; provides a salary increase of 2% in July 2023 and a salary increase of 3% in July 2024.

Policy Alternative:

Alternative: Maintain the existing 3% salary increase as specified in the MOU.

Pros: Will provide a previously committed benefit to City employees in the Mid-Con bargaining unit.

Cons: The City is facing a structural deficit. The elimination of the pay raise specified above is an action that assists in the effort to bridge that gap.

Reason for Not Recommending: Providing a 3% salary increase is not a prudent course of action in light of the pandemic and resulting impacts on the economy and the City's fiscal situation. The Mid-Con bargaining unit is willing and has voted to ratify the changes to their MOU, which is a significant gesture to addressing the City's structural deficit. Additionally, elimination of the raises provides cost savings that will mitigate the impact of the structural budget deficit without reducing services to the community.

Fiscal Impact:

The Preliminary FY 2022-31 Ten-Year General Fund Financial Forecast assumes a 3% salary increase effective July 4, 2021 and a 3% salary increase effective July 3, 2022. consistent with the current MOU between the City and Mid-Con. Thereafter, the Forecast assumes a 3% increase effective July 2023 and July 2024. The recommended action is estimated to reduce anticipated cumulative expenditures for all funds by approximately \$1.4 million and for the General Fund by \$1.1 million between July 4, 2021 until June 30, 2025 in comparison to Forecast assumptions as detailed in the table below.

Fiscal Year	Incremental Saving (General Fund)	Cumulative Saving (General Fund)	Incremental Saving (All Funds)	Cumulative Saving (All Funds)
2021-22	\$186,096	\$186,096	\$242,750	\$242,750
2022-23	65,638	251,734	78,364	321,114
2023-24	70,465	322,200	99,170	420,284
2024-25	10,269	332,469	13,396	433,681
Total	\$332,469	\$1,092,500	\$433,681	\$1,417,829

The savings for FY 2021-22 will be incorporated into the development of the FY 2021-22 Proposed Budget and the FY 2022-31 Ten-Year General Fund Financial Forecast scheduled for release early May 2021.

California Environmental Quality Act:

Approval of the recommendation is not an activity defined as a "project" under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines 15061(b) (3) and 15378(b)(4) either because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment and/or because the action is financial and/or administrative and does not directly impact the environment.

Recommendation:

Approve and authorize the City Manager to enter into a side letter agreement with the Mid-Management-Confidential (Mid-Con) Unit – LIUNA/UPEC Local 792 to extend the existing labor agreement through June 30, 2025; eliminate a 3% salary increase scheduled for July 2021; reduce the salary increase scheduled for July 2022 from 3% to 2%; add a salary increase of 2% in July 2023; and add a salary increase of 3% in July 2024.

Attachment:

Side Letter to MOU with Mid-Con Unit, LIUNA/UPEC (792) and Attachments

CITY OF MILPITAS
COUNTER PROPOSAL TO MID-CON UNIT/LIUNA
MOU SIDELETTER

The City of Milpitas is facing a structural deficit; and due to the global pandemic of COVID-19, faces a significant revenue shortfall from the loss of both Sales and Transient Occupancy Tax (TOT). To help mitigate the impact of these challenges, the parties share a mutual philosophy that working together is the best way to successfully maneuver through these challenging times.

The Mid-Con existing labor agreement, which expires on June 30, 2023, includes a salary increase of a 3% salary increase in July 2021. Given the City's current economic condition, the parties recognize the fiscal problems associated with timing and amount of this raise, and hereby agree as follows:

The existing Salary Schedules (negotiated and adopted in 2019 reflecting salary increases due in July 2021 and 2022) are deleted and will be replaced with the salary schedules as delineated below.

All other provisions of the MOU not expressly modified shall remain unchanged.

PREAMBLE

The term of this Memorandum of Understanding (MOU) is from July 1, 2019 through June 30, ~~2023~~2025.

This MOU shall apply to represented permanent and probationary employees hereafter referred to as "employee(s)" unless otherwise specifically indicated, assigned to those classes listed in the salary schedule set forth in Appendix "A" attached hereto. When classes are created which the City determines fall under the representation of the Union, this MOU shall also apply.

Appendix "A" also indicates whether employees covered by this MOU are "hourly non-exempt" employees whom the City pays overtime or "exempt" employees whom the City does not pay overtime.

Section 28.00 Salary

28.01 July 2019 Salary Schedule Increase: Effective July 7, 2019, the Salary Schedule previously in effect shall be increased by 5%. This shall be the July 2019 Salary Schedule.

28.02 July 2020 Salary Schedule Increase: Effective July 5, 2020, the Salary Schedule previously in effect shall be increased by 4%. This shall be the July 2020 Salary Schedule.

28.03 July 2021 Salary Schedule Increase: ~~Effective July 4, 2021, the Salary Schedule previously in effect shall be increased by 3%. This shall be the July 2021 Salary Schedule. The July 2021 Salary Schedule Increase shall be eliminated.~~

28.04 July 2022 Salary Schedule Increase: Effective July 3, 2022, the Salary Schedule previously in effect shall be increased by 32%. This shall be the July 2022 Salary Schedule.

28.05 July 2023 Salary Schedule Increase: Effective with the first full pay period in July 2023, the salary previously in effect shall be increased by 2%. This shall be the July 2023 Salary Schedule.

28.06 July 2024 Salary Schedule Increase: Effective with the first full pay period in July 2024, the salary previously in effect shall be increased by 3%. This shall be the July 2024 Salary Schedule.

28.07~~5~~ Effective February 4, 2015, “confidential” pay was eliminated. Those employees who were receiving 2% confidential pay at the time of the elimination shall retain the pay, which is pensionable compensation to the extent permitted by law.

For the City of Milpitas:

For Mid-Con/LIUNA:

Jeannine M. Seher
Human Resources Director

Date

Ryan Heron, LIUNA

Date

Steven McHarris
City Manager

Date

Toni-Lynn Charlop, President

Date

Alison Phagan, Team Member

Date

Michael Fossati, Team Member

Date

Natalie Livezy, Team Member

Date

CITY OF MILPITAS
COUNTER PROPOSAL TO MID-CON UNIT/LIUNA
MOU SIDELETTER

The City of Milpitas is facing a structural deficit; and due to the global pandemic of COVID-19, faces a significant revenue shortfall from the loss of both Sales and Transient Occupancy Tax (TOT). To help mitigate the impact of these challenges, the parties share a mutual philosophy that working together is the best way to successfully maneuver through these challenging times.

The Mid-Con existing labor agreement, which expires on June 30, 2023, includes a salary increase of a 3% salary increase in July 2021. Given the City's current economic condition, the parties recognize the fiscal problems associated with timing and amount of this raise, and hereby agree as follows:

The existing Salary Schedules (negotiated and adopted in 2019 reflecting salary increases due in July 2021 and 2022) are deleted and will be replaced with the salary schedules as delineated below.

All other provisions of the MOU not expressly modified shall remain unchanged.

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28.03 July 2021 Salary Schedule Increase: The July 2021 Salary Schedule Increase shall be eliminated.

28.04 July 2022 Salary Schedule Increase: Effective July 3, 2022, the Salary Schedule previously in effect shall be increased by 2%. This shall be the July 2022 Salary Schedule.

28.05 July 2023 Salary Schedule Increase: Effective with the first full pay period in July 2023, the salary previously in effect shall be increased by 2%. This shall be the July 2023 Salary Schedule.

28.06 July 2024 Salary Schedule Increase: Effective with the first full pay period in July 2024, the salary previously in effect shall be increased by 3%. This shall be the July 2024 Salary Schedule.

28.07 Effective February 4, 2015, “confidential” pay was eliminated. Those employees who were receiving 2% confidential pay at the time of the elimination shall retain the pay, which is pensionable compensation to the extent permitted by law.

For the City of Milpitas:

For Mid-Con/LIUNA:

_____ Jeannine M. Seher Human Resources Director	_____ Date	_____ Ryan Heron, LIUNA	_____ Date
_____ Steven McHarris City Manager	_____ Date	_____ Toni-Lynn Charlop, President	_____ Date
		_____ Alison Phagan, Team Member	_____ Date
		_____ Michael Fossati, Team Member	_____ Date
		_____ Natalie Livezy, Team Member	_____ Date

	Appendix C - Salary Schedule Revised		
	2% Salary Increase		
	Effective July 3, 2022		
Job Classification	Annual Salary		
Administrative Analyst I	\$85,693.28	-	\$112,809.72
Administrative Analyst II	\$94,638.21	-	\$124,565.77
Administrative Assistant*	\$81,753.73	-	\$99,371.77
Budget Manager	\$124,914.50	-	\$164,424.00
Building Inspection Manager	\$130,131.78	-	\$158,177.21
Buyer	\$84,916.51	-	\$111,776.50
Crime Analyst	\$102,582.81	-	\$135,030.56
Customer Service Supervisor	\$99,471.75	-	\$130,926.85
Deputy City Clerk	\$97,681.12	-	\$118,731.90
Economic Development Coordinator	\$107,792.13	-	\$133,660.80
Economic Development Specialist	\$102,650.43	-	\$123,909.13
Emergency Services Coordinator	\$113,411.98	-	\$149,265.38
Environmental & Regulatory Compliance Specialist	\$109,555.45	-	\$144,206.48
Executive Assistant*	\$89,916.06	-	\$109,294.22
Financial Analyst I	\$80,013.76	-	\$105,321.53
Financial Analyst II	\$88,368.34	-	\$116,319.64
Housing & Neigh Svcs Manager	\$109,869.97	-	\$144,627.88
Human Resources Analyst I	\$85,693.32	-	\$112,809.58
Human Resources Analyst II	\$94,638.21	-	\$124,565.77
Human Resources Assistant*	\$61,043.21	-	\$74,196.06
Human Resources Technician*	\$74,037.74	-	\$89,998.54
Information System Analyst	\$108,523.02	-	\$142,848.12
Information Technology Manager	\$129,007.11	-	\$169,820.50
Management Analyst**	\$113,611.68	-	\$159,091.09
Principal Civil Engineer	\$135,580.58	-	\$176,335.19
Principal Planner**	\$139,786.92	-	\$169,303.68
Purchasing Agent	\$111,928.99	-	\$144,357.11
Recreation Services Supervisor	\$106,920.95	-	\$140,722.02
Senior Accountant	\$99,471.75	-	\$130,926.85
Senior Administrative Analyst	\$109,869.97	-	\$144,627.88
Senior Executive Assistant**	\$94,638.21	-	\$124,565.77
Senior HR Analyst	\$102,583.60	-	\$135,030.56
Senior Planner	\$128,148.09	-	\$155,769.20
Senior Information Analyst/Developer	\$114,235.43	-	\$150,368.67
Video Media Specialist	\$88,368.35	-	\$116,319.64

*=Non-Exempt Status

** = New Classifications Approved on 06/11/19

*** = New Classifications Approved on 06/05/18

	Appendix D - Salary Schedule		
	2% Salary Increase		
	Effective July X, 2023		
Job Classification	Annual Salary		
Administrative Analyst I	\$87,407.15	-	\$115,065.91
Administrative Analyst II	\$96,530.98	-	\$127,057.08
Administrative Assistant*	\$83,388.81	-	\$101,359.20
Budget Manager	\$127,412.79	-	\$167,712.48
Building Inspection Manager	\$132,734.42	-	\$161,340.76
Buyer	\$86,614.84	-	\$114,012.03
Crime Analyst	\$104,634.46	-	\$137,731.17
Customer Service Supervisor	\$101,461.18	-	\$133,545.39
Deputy City Clerk	\$99,634.74	-	\$121,106.53
Economic Development Coordinator	\$109,947.97	-	\$136,334.02
Economic Development Specialist	\$104,703.44	-	\$126,387.31
Emergency Services Coordinator	\$115,680.22	-	\$152,250.69
Environmental & Regulatory Compliance Specialist	\$111,746.55	-	\$147,090.61
Executive Assistant*	\$91,714.38	-	\$111,480.11
Financial Analyst I	\$81,614.03	-	\$107,427.96
Financial Analyst II	\$90,135.71	-	\$118,646.03
Housing & Neigh Svcs Manager	\$112,067.37	-	\$147,520.44
Human Resources Analyst I	\$87,407.19	-	\$115,065.77
Human Resources Analyst II	\$96,530.98	-	\$127,057.08
Human Resources Assistant*	\$62,264.07	-	\$75,679.99
Human Resources Technician*	\$75,518.50	-	\$91,798.51
Information System Analyst	\$110,693.48	-	\$145,705.09
Information Technology Manager	\$131,587.25	-	\$173,216.91
Management Analyst**	\$115,883.91	-	\$162,272.92
Principal Civil Engineer	\$138,292.19	-	\$179,861.90
Principal Planner**	\$142,582.66	-	\$172,689.75
Purchasing Agent	\$114,167.57	-	\$147,244.25
Recreation Services Supervisor	\$109,059.37	-	\$143,536.46
Senior Accountant	\$101,461.18	-	\$133,545.39
Senior Administrative Analyst	\$112,067.37	-	\$147,520.44
Senior Executive Assistant**	\$96,530.98	-	\$127,057.08
Senior HR Analyst	\$104,635.28	-	\$137,731.17
Senior Planner	\$130,711.05	-	\$158,884.58
Senior Information Analyst/Developer	\$116,520.14	-	\$153,376.04
Video Media Specialist	\$90,135.72	-	\$118,646.03

*=Non-Exempt Status

** = New Classifications Approved on 06/11/19

*** = New Classifications Approved on 06/05/18

	Appendix E - Salary Schedule		
	3% Salary Increase		
	Effective July X, 2024		
Job Classification	Annual Salary		
Administrative Analyst I	\$90,029.36	-	\$118,517.89
Administrative Analyst II	\$99,426.90	-	\$130,868.79
Administrative Assistant*	\$85,890.47	-	\$104,399.98
Budget Manager	\$131,235.18	-	\$172,743.85
Building Inspection Manager	\$136,716.45	-	\$166,180.98
Buyer	\$89,213.28	-	\$117,432.39
Crime Analyst	\$107,773.50	-	\$141,863.10
Customer Service Supervisor	\$104,505.02	-	\$137,551.75
Deputy City Clerk	\$102,623.78	-	\$124,739.73
Economic Development Coordinator	\$113,246.41	-	\$140,424.04
Economic Development Specialist	\$107,844.55	-	\$130,178.93
Emergency Services Coordinator	\$119,150.63	-	\$156,818.21
Environmental & Regulatory Compliance Specialist	\$115,098.95	-	\$151,503.33
Executive Assistant*	\$94,465.81	-	\$114,824.51
Financial Analyst I	\$84,062.45	-	\$110,650.80
Financial Analyst II	\$92,839.78	-	\$122,205.41
Housing & Neigh Svcs Manager	\$115,429.39	-	\$151,946.05
Human Resources Analyst I	\$90,029.40	-	\$118,517.75
Human Resources Analyst II	\$99,426.90	-	\$130,868.79
Human Resources Assistant*	\$64,131.99	-	\$77,950.39
Human Resources Technician*	\$77,784.05	-	\$94,552.46
Information System Analyst	\$114,014.29	-	\$150,076.24
Information Technology Manager	\$135,534.87	-	\$178,413.42
Management Analyst**	\$119,360.43	-	\$167,141.10
Principal Civil Engineer	\$142,440.96	-	\$185,257.75
Principal Planner**	\$146,860.14	-	\$177,870.45
Purchasing Agent	\$117,592.59	-	\$151,661.58
Recreation Services Supervisor	\$112,331.15	-	\$147,842.55
Senior Accountant	\$104,505.02	-	\$137,551.75
Senior Administrative Analyst	\$115,429.39	-	\$151,946.05
Senior Executive Assistant**	\$99,426.90	-	\$130,868.79
Senior HR Analyst	\$107,774.33	-	\$141,863.10
Senior Planner	\$134,632.38	-	\$163,651.12
Senior Information Analyst/Developer	\$120,015.74	-	\$157,977.32
Video Media Specialist	\$92,839.79	-	\$122,205.41
*=Non-Exempt Status			
** = New Classifications Approved on 06/11/19			
*** = New Classifications Approved on 06/05/18			



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	2021 Weed Abatement Public Hearing and Adopt a Resolution to Abate the Weeds
Category:	Public Hearings - Public Safety
Meeting Date:	3/2/2021
Staff Contact:	Albert Zamora, Deputy Fire Chief / Fire Marshal, (408) 586-3371
Recommendation:	Conduct a Public Hearing and adopt a resolution directing the County of Santa Clara Consumer and Environmental Protection Agency- Weed Abatement Program to abate the nuisance, keep an account of the cost, and embody such account in a report and assessment list to the City Council in accordance with the Milpitas Municipal Code.

Background:

On February 2, 1976, both the City of Milpitas and the County of Santa Clara entered into an Agreement for the County to abate weeds for the City of Milpitas. The purpose of the Agreement is to promote the efficiency and economy of operations in the abatement of weeds by the City and the County.

Per the agreement, the major procedural functions to be performed by the County and / or City shall include but are not limited to:

1. The County shall prepare the list of parcels requiring abatement of weeds in the City and transmit the said list to the City for review and approval for processing.
2. The County shall prepare the notice of weed abatement and cause such notice to be mailed to the owners of the parcels requiring weed abatement.
3. The City Council shall conduct public hearings on the proposed removal of weeds pursuant to the provisions of the City Ordinance when the City Fire Marshal presents such appropriate resolutions for adoption. The City Council may by resolution declare the weeds on the respective parcels of the land as nuisance, and make the determination to proceed with the abatement of weeds, and authorize the performance of the service to remove the weeds in accordance with the aforementioned Agreement.
4. Upon proper authorization by the City, the County shall remove the weeds on the designated properties.
5. The County shall render to the City an itemized assessment report for the cost of the weed abatement services performed per the respective parcels.
6. The City Council, after a public hearing, shall require the County Assessor's Office to include the costs of the weed abatement services performed for the City for the current year, as a special assessment on bills for taxes levied against the affected parcels. Such special assessments shall be liens on the respective properties.
7. Pursuant to California Health and Safety Code 14915, a copy of the report, as confirmed, shall be turned over to the auditor of the county, on or before the tenth day of August following such

confirmation, and the auditor shall enter the amounts of the assessments against the respective parcels of land as they appear on the current assessment roll, (Amended by Stats. 1939, Ch. 354).

The City of Milpitas is the Authority Having Jurisdiction (AHJ) relative to the enforcement and abatement of overgrown vegetation and weeds throughout the city limits, both public and private, except for the following agencies:

1. **California Department of Transportation** – On / Off ramps, certain areas under joint contractual agreements between City of Milpitas Public Works Department and Cal-Trans, embankments, and right of ways along the 880 and 680 Freeways.
2. **Santa Clara Valley Water District** – All creeks and associated tributary waterways.
3. **San Jose Roads and Airports** – Medium strip along Montague Expressway after the Freeway 680 Overpass (heading east bound) to Dempsey Rd.

Analysis:

On February 2, 2021, the City Council adopted Resolution No. 9038 declaring weeds on certain described properties (see Exhibit A of the attached Resolution) to be a public nuisance, and to set a public hearing for March 2, 2021. A copy of the resolution was forwarded to the County of Santa Clara Consumer and Environmental Protection Agency- Weed Abatement Program (County). Furthermore, a notice for the public hearing was sent by the City Clerk's Office to the local newspaper for publication, as well as mailed to the affected property owners of the proposed abatement by the City of Milpitas and the County. The purpose of the public hearing is for the parcel owners who object to the removal of the weeds to state their objections before the weeds are removed and the costs made a lien upon the property. A list of properties to be abated is included in the City Council's agenda packet along with a resolution directing the County to abate the weeds.

Fiscal Impact:

At the first City Council meeting in August or earlier of each year during a public hearing, the City's municipal code requires that the City Council hear the assessment report for the list of weeds abated within the City, together with any objections of the property owners liable to be assessed, and to make such modifications on the proposed assessment as it deems necessary. Following adoption by the City Council, the resolution will be recorded and charges thereon become a lien on the land involved to be collected in the same manner as property taxes.

California Environmental Quality Act:

This project is exempt from CEQA.

Recommendations:

1. Open the Public Hearing for public comment and close the Public Hearing.
2. Adopt a resolution directing the County of Santa Clara Consumer and Environmental Protection Agency- Weed Abatement Program to abate the nuisance, keep an account of the cost, and embody such account in a report and assessment list to the City Council in accordance with the Milpitas Municipal Code.

Attachment:

Resolution with attached Exhibit A - 2021 Weed Abatement Program Commencement Report (46 parcels) for the City of Milpitas

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS AUTHORIZING THE CITY MANAGER TO CONTRACT WITH THE OFFICE OF SANTA CLARA COUNTY CONSUMER AND ENVIRONMENTAL PROTECTION AGENCY – WEED ABATEMENT PROGRAM TO ABATE WEEDS AND/OR CAUSE THE REMOVAL OF RUBBISH, REFUSE OR DIRT DECLARED TO BE A PUBLIC NUISANCE, TO KEEP AN ACCOUNT OF THE COSTS OF ABATING SUCH NUISANCE, AND TO FILE SUCH ACCOUNT IN A REPORT AND ASSESSMENT LIST WITH THE CITY COUNCIL

WHEREAS, the City Council of the City of Milpitas adopted Resolution No. 9038 on February 2, 2021, declaring weeds and/or the accumulation of rubbish, refuse or dirt on the properties listed on the annual list attached hereto as **Exhibit A** to be a public nuisance and setting a public hearing in accordance with Title V, Chapter 202 of the Milpitas Municipal Code; and

WHEREAS, a public hearing was duly noticed as required by law and such hearing was held on March 2, 2021, to hear public comments and consider any objections to the proposed removal of the weeds, rubbish, refuse and/or dirt; and

WHEREAS, the City Council duly considered and overruled any objections to the proposed nuisance abatement by the Office of Santa Clara County Consumer and Environmental Protection Agency – Weed Abatement Program.

NOW, THEREFORE, the City Council of the City of Milpitas hereby finds, determines, and resolves as follows:

1. The City Council has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. The City Manager is hereby ordered and authorized to contract with the Office of Santa Clara County Consumer and Environmental Protection Agency – Weed Abatement Program to abate such public nuisances existing on those properties included on the attached **Exhibit A**. The Office of Santa Clara County Consumer and Environmental Protection Agency – Weed Abatement Program shall keep an account of the cost of abatement on each listed parcel and submit to the City Clerk, for confirmation by the City Council, an itemized written report showing such costs to be assessed on the listed properties as provided for in the Milpitas Municipal Code, Sections V-202-7.00 through V-202-10.00.

PASSED AND ADOPTED this ____ day of _____, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Wendy Wood, City Clerk

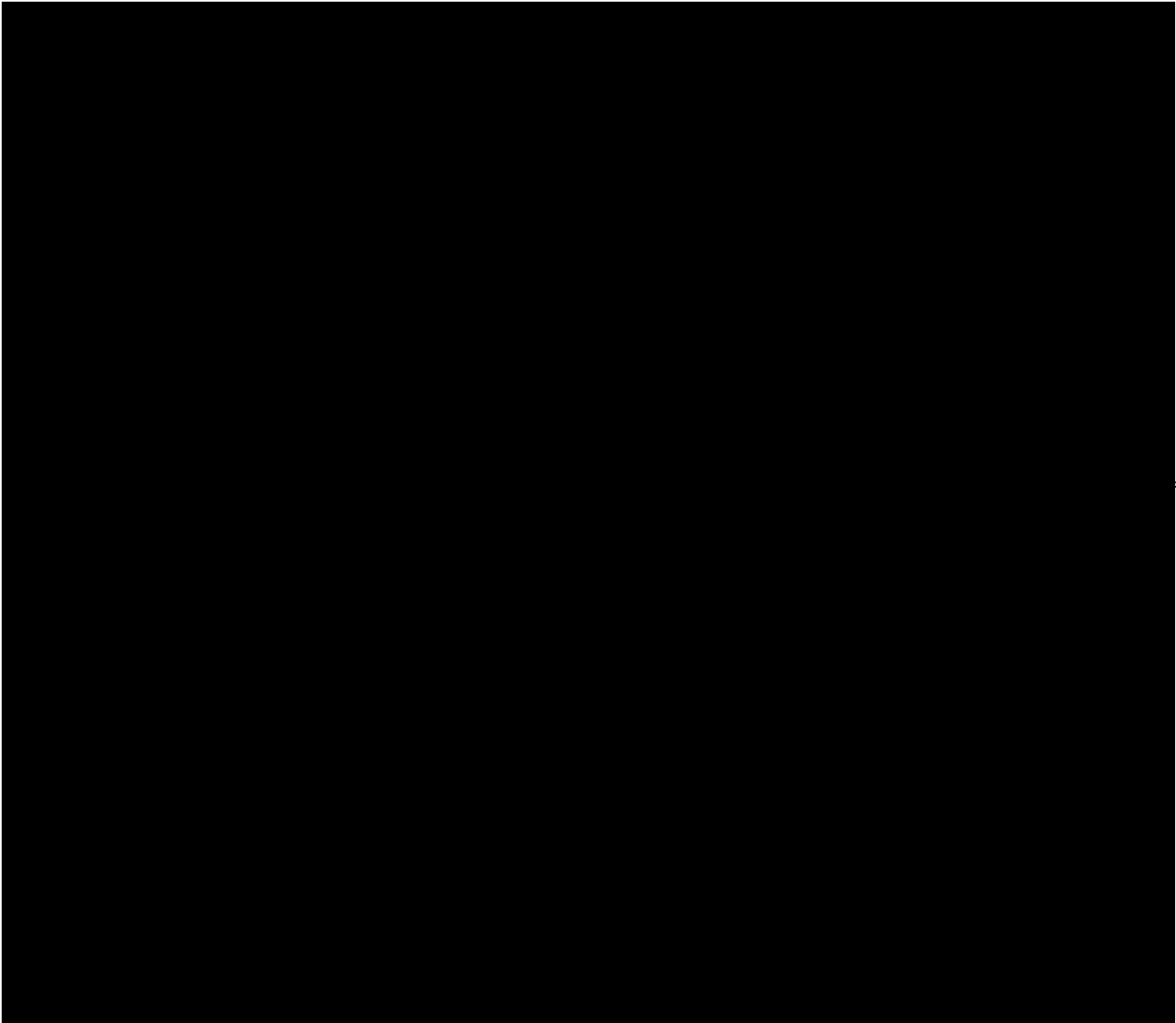
Rich Tran, Mayor

APPROVED AS TO FORM:

Christopher J. Diaz, City Attorney

2021 WEED ABATEMENT PROGRAM
COMMENCEMENT REPORT
CITY OF MILPITAS

Exhibit A

Situo				APN	CITY/STATE
1	634	N	ABEL	022-06-010	
2	7280		MARYLINN	022-07-007	
3	1735		CALIFORNIA	022-37-002	
4	1301		CALIFORNIA	022-38-002	
5			DIXON	026-05-023	
6	1878	N	MILPITAS	026-05-024	
7	51		DIXON	026-05-053	
8	1750		ARIZONA	026-07-044	
9	0		BOTHELO	028-23-017	
10				028-24-006	
11	860		EVANS	029-06-016	
12	826		CALAVERAS	029-06-031	
13	898		CALAVERAS	029-06-038	
14	322	N	PARK	029-16-006	
15	1220		COUNTRY	029-52-014	
16	1039		CAMARILLO	029-52-015	
17	517		VISTA RIDGE	042-30-009	
18	519		VISTA RIDGE	042-30-010	
19	529		VISTA RIDGE	042-30-015	
20	410		VISTA RIDGE	042-30-024	
21	350		VISTA RIDGE	042-30-025	
22	531		VISTA RIDGE	042-30-029	
23	0			086-25-018	
24	0	S	MAIN	086-25-020	

**2021 WEED ABATEMENT PROGRAM
COMMENCEMENT REPORT
CITY OF MILPITAS**

Exhibit A

Situs			APN	CITY/STATE
25	0	S MAIN	086-25-028	
26		NO SITUS	086-25-030	
27	0	SINNOTT	086-26-024	
28	0	NO SITUS	086-26-032	
29	0	MILPITAS	086-28-006	
30	0	VISTA	086-29-005	
31	0	WRIGLEY	086-29-047	
32	0	YOSEMITE	086-29-047	
33	876	YOSEMITE	086-30-047	
34	0	YOSEMITE	086-30-048	
35	0	AMES	086-31-044	
36	0		086-31-003	
37	0	YOSEMITE	086-31-044	
38	0		086-32-084	
39	375	DEMPSEY	088-01-002	
40	335	S PARK	088-03-019	
41	531	DEMPSEY	088-04-060	
42	0	S PARK	088-04-062	
43	0	DEMPSEY	088-04-076	
44	0	OLD	092-34-008	
45	1250	PIEDMONT	092-34-014	
46	2235	URIDIAS	092-37-050	



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Conduct Fifth Study Session on the Milpitas Metro Specific Plan (Update of 2008 Transit Area Specific Plan) with a Presentation, Discussion and City Council direction on Key Plan Policies related to Parks, Trails, Streetscape, Placemaking and Sustainability
Category:	Community Development
Meeting Date:	3/2/2021
Staff Contact:	Ned Thomas, Planning Director, 408-586-3273 Kevin Riley, TASP Manager 408-586-3292
Recommendation:	1. Receive a presentation from staff 2. Provide feedback and direction on key policies for Parks, Trails, Streetscape, Placemaking and Sustainability to guide preparation of the Draft Milpitas Metro Specific Plan

Background:

The City's consultant, Urban Field Studio (UFS) and City staff continue work on the Milpitas Metro Specific Plan (MMSP), which is an update of the Transit Area Specific Plan (TASP) originally adopted in 2008. On January 19, the project team met with the Council to discuss key plan policies related to proposed land use, density, and intensities of development in the Metro Plan area. On February 2, we met again to discuss key policies related to circulation, mobility, and parking. The presentations for these first two meetings can be found in the *Timeline* section on the Metro website at: www.milpitasmetro.org. In this fifth study session with the Council, the project team will present information on key plan policies related to parks, trails, streetscape, placemaking, and sustainability.

As previously noted, the startup of regional BART service at the Milpitas Transit Center last summer presents an opportunity whereby the City can position itself as a complete, accessible, and highly attractive destination for housing, jobs and entertainment/retail activity. The original impetus for the TASP over 12 years ago was the anticipation of BART and its interconnection with the VTA Light Rail system. With continuing high housing demand in the South Bay region, much of the housing in the original TASP has been entitled and built, and the actual opening of BART service should now enhance interest in the City for development of jobs and services. Although the original TASP called for significant commercial and office development, little of this type of development occurred, but circumstances may change as the economy improves. The Metro Plan will further promote such development and will also enhance housing opportunities that can substantially address the City's obligations under the State-mandated Regional Housing Needs Assessment (RHNA) process.

At the first framework session the Council supported seven (7) key principles for the Metro Plan area. Most relevant to a discussion about parks, trails, streetscapes, and placemaking is the following:

The MMSP will establish design guidelines for buildings and the public realm to ensure a high-quality environment, walkable scale, and a strong sense of place.

This session will look at key policies related to parks, trails, streetscapes, and placemaking needed to address these development objectives.

Analysis:

Creating complete, cohesive neighborhoods and providing safe, convenient connections among those neighborhoods and to the Milpitas Transit Center challenges us to further improve upon the emerging network of trails, pathways, parks and other open spaces in the Metro Plan area. This network can help establish a strong sense of place by establishing cohesive design ideas for the Metro neighborhood and establishing a sustainable approach for development and quality of life within the City.

Coordination with Parks Master Plan Update: City staff and the consulting teams for Milpitas Metro Specific Plan and the Parks Master Plan have been closely coordinating during the plan development processes. The team anticipates that the Parks Master plan will serve as a bridging document between the parks policies in the General Plan and the Milpitas Metro Specific Plan.

Attached to this agenda report is an informational report from UFS examining some key policies in this subject that are critical to the preparation of the Metro Plan. In addition to this background material, the consultant team will provide a presentation and facilitate a discussion with the Council toward consensus around on a set of key policies to guide development of the goals and objectives to be contained in the draft Metro Plan. Key policy issues to be discussed include:

- Level of Service for Parks
- Trail Connectivity
- Sense of Place
- Infrastructure, including public plazas and streetscapes
- Sustainability
- Design Guidelines

Policy Alternatives:

This is an informational item for Council feedback and direction and is the third of several sessions for providing the Council with the progress of the update work for the Milpitas Metro Specific Plan.

Fiscal Impact:

This is an informational item. As such, there is no fiscal impact.

California Environmental Quality Act:

This report represents ongoing work on the Milpitas Metro Specific Plan; it is anticipated that an Environmental Impact Report (EIR) will be prepared for consideration prior to Plan adoption.

Recommendation:

1. Receive a presentation from staff;
2. Provide feedback and direction on key policies for Parks, Trails, Streetscape, Placemaking and Sustainability to guide preparation of the Draft Milpitas Metro Specific Plan

Attachments:

Informational report from Urban Field Studio



Milpitas Metro Specific Plan - Public Realm: Parks, Trails, Streetscape

Agenda Report Attachment prepared for the City Council Meeting on March 2, 2021

Prepared by Urban Field Studio and M-Group

This report is a briefing on Milpitas Metro Specific Plan policies that are being considered for the plan. The presentation delivered on March 2, 2021, will include:

- Approach to Shared Public Spaces: Parks, Trails, Streetscape
- Place & Identity
- Working towards the MMSP Draft

The City Council will be asked to weigh in questions, which can be found at the end of the attachment.

Milpitas Metro Specific Plan Status Update

The Framework for the Milpitas Metro Specific Plan (MMSP) has been drafted, and the Plan Draft is being prepared. Key policy ideas will be presented for consideration by the City Council over the three meetings and grouped by topic.

January 19 - Land Use and Density (Complete)

February 2 - Transportation, Mobility, Circulation, Parking (Complete)

March 2 - Public Realm (Upcoming)

(There will also be a Study Session with the Planning Commission following these three meetings.)

The Milpitas Metro Specific Plan (MMSP) will supersede the Milpitas Transit Area Specific Plan (TASP) and be notably briefer. The relevant portions of the TASP will be included in the MMSP, along with updated goals, policies, and actions to complete the

Milpitas Metro neighborhood. The MMSP effort is being coordinated with other City Plans and current planning efforts, including the following plans:

- General Plan Update (ongoing)
- Parks and Recreation Master Plan (ongoing)
- Active Transportation Master Plan (ongoing)
- Urban Water Management Plan (ongoing)
- Housing Element (upcoming)
- Gateway/Main Street Specific Plan (upcoming)

This plan was initially scheduled to conclude in April 2021; however, it has been extended to provide planning and environmental review for additional housing development in order to comply with RHNA and respond to property owner interest in housing development in the Great Mall Subdistrict. The Milpitas Metro Specific Plan will be drafted during Spring 2021. The Environmental Impact Report will be prepared beginning in early 2021. The project is anticipated to be completed at the end of 2021.

In our meeting with the City Council in September 2020, the Council expressed support for the seven Plan Vision Elements:

The Milpitas Metro Plan Vision

1. To create a more complete neighborhood.
2. To expand neighborhood services and the variety of retail.
3. To preserve space for jobs near transit.
4. To provide affordable and market-rate housing.
5. To provide safer and more attractive multimodal connections for walking and biking.
- 6. To provide a greater variety of shared public spaces.***
- 7. To enhance the sense of place and identity of the Metro Area.***

**This meeting will focus on these two parts of the Vision.*

This vision statement will form the foundation for the MMSP. Additionally, a foundational premise for the TASP/Metro Plan is and has always been to facilitate higher density and intensity of development close to the mass transit hub to meet the City's jobs and revenue needs and comply with State housing obligations.

Development Principles

Development on large and small sites throughout the Milpitas Metro Plan area will adhere to the following principles:

1. Large sites will be divided into zones that prioritize creating a walkable street grid, accessible spaces, and development opportunity areas.
2. Phased projects will prioritize the development of affordable housing and public amenities.
3. The MMSP will establish design guidelines for buildings and the public realm to ensure a high-quality environment, walkable scale, and a strong sense of place.
4. The MMSP will both encourage and limit residential, Commercial, Retail, and Hotel development, though future plan updates may increase site capacity allowances.
5. Development will be lower scale adjacent to existing residential neighborhoods and higher along Great Mall Parkway and other arterials.
6. Property owners will be encouraged to develop and maintain privately owned public spaces.
7. Development will be subject to the same fees throughout Milpitas Metro.

Recap of Land Use/Density Meeting January 19, 2021

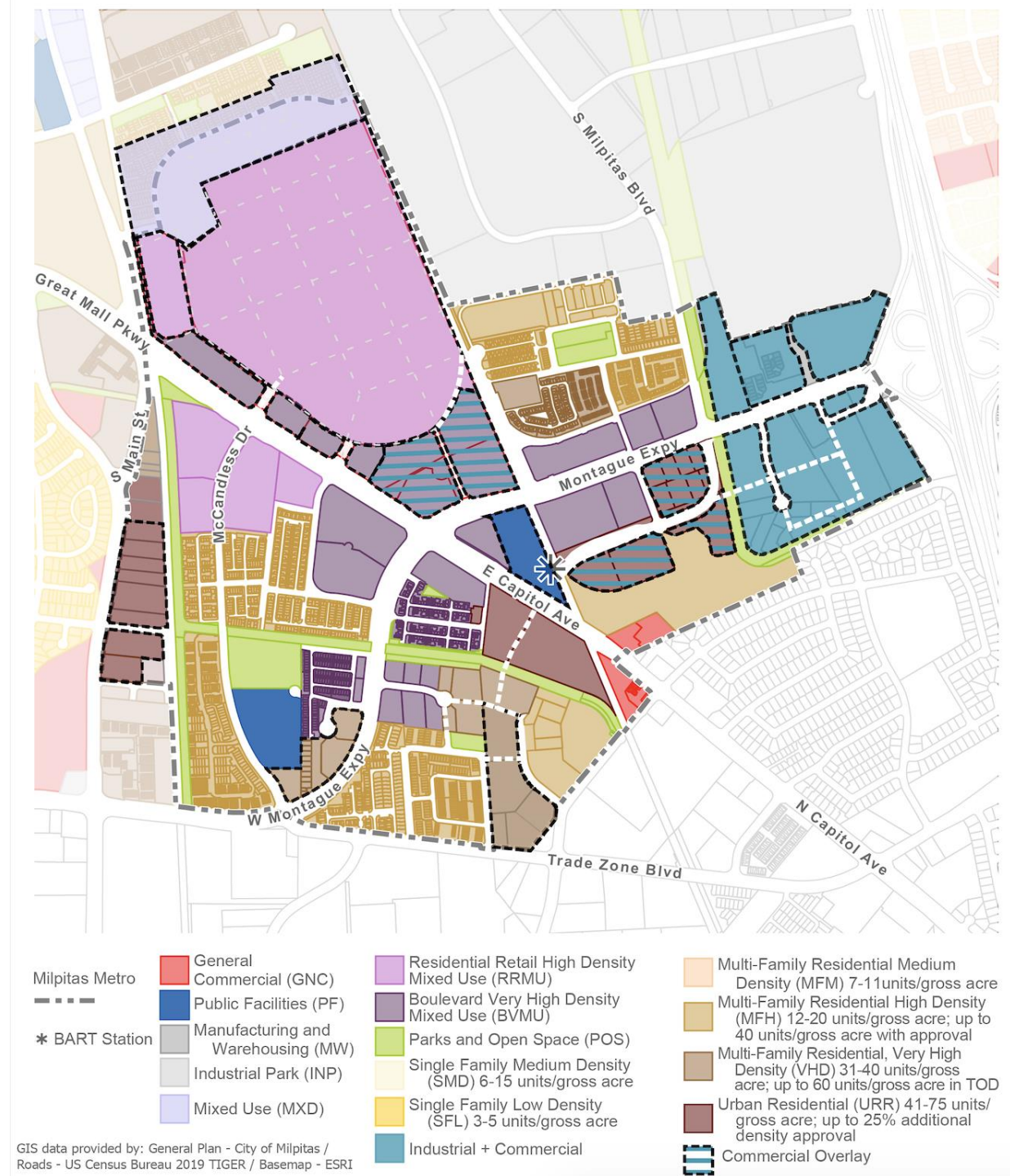
Table 1, below, illustrates the Development Capacity that is anticipated for this Specific Plan. The land use map, Figure 1, was presented to the City Council for consideration on January 19, 2021. These draft land uses will be codified into zones following their approval. While current Milpitas zones are used in Figure 1. Proposed Land Use Map, it is likely that similar new zones will be developed specifically for Milpitas Metro.

Table 1: Proposed Additional Land Use

Land Use	Additional Projected for MMSP
Residential	7,000 dwelling units
Office	3,000,000 sf
Retail	300,000 sf
Hotel	700 rooms

Figure 1: Proposed Land Use Map

LAND USE



Recap of Transportation Meeting February 2, 2021

The *Circulation Element* in the current General Plan update serves as a foundation for the policies and concepts underlying Milpitas Metro. Key General Plan concepts include:

- the need to develop **complete streets** to accommodate multimodal transportation, overcoming barriers to provide greater connectivity for pedestrians and bicyclists, reducing **vehicle miles traveled (VMT)**, and
- the implementation of **transportation demand management strategies** to provide incentives and greater convenience for users of non-vehicle transportation.

The General Plan also emphasizes the need to view transportation through an **equity** lens to ensure that **safe, comfortable transportation choices** are available to all, considering factors that include income level, race, age, and disability. Statewide policies related to reducing greenhouse gas emissions, including The California Environmental Quality Act (CEQA), have been modified so that transportation impacts are no longer measured by traffic congestion (i.e., delay at intersections or Level of Service). Impacts are now calculated based on the number of vehicle miles traveled associated with development projects and new transportation facilities.

Figure 2: This modeled aerial view of the Milpitas Metro Specific Plan Area shows the connections needed to make the neighborhood complete for pedestrians and cyclists.

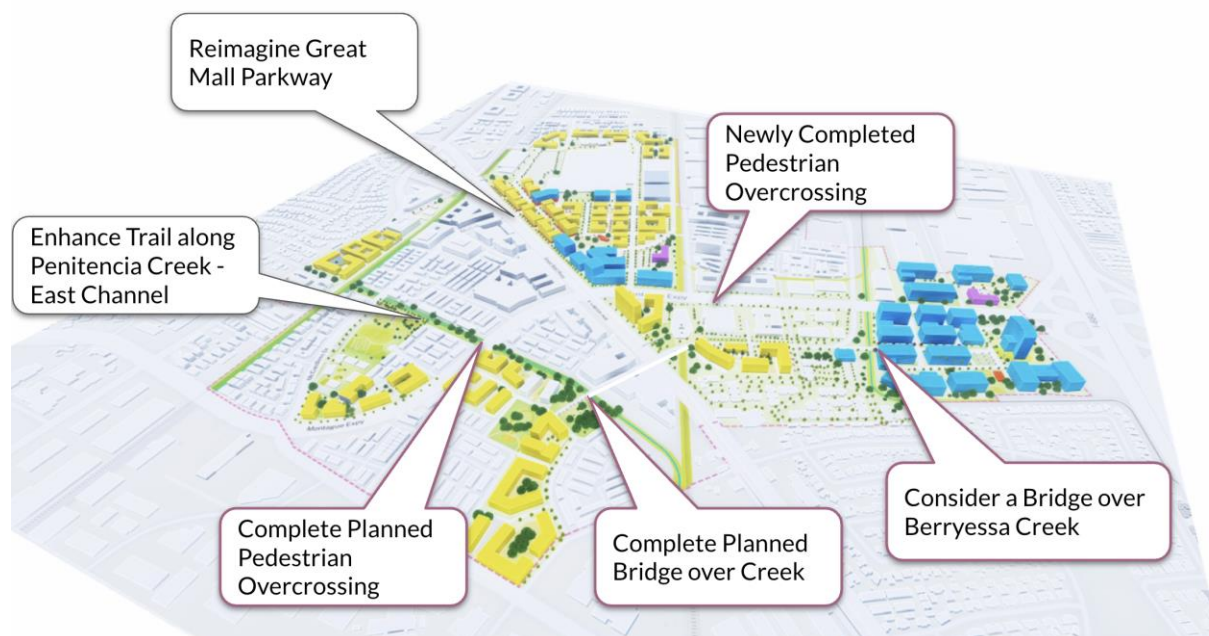


Figure 3: Tango Connections with Parks



Figure 4: Illustrative showing a potential pathway along Penitencia Creek East Channel



City Council Comments on Transportation

1. Do you support the Milpitas Metro policy approach to implementing General Plan priorities of focusing on multimodal transportation, reducing VMT, and equitable access to mobility? *The majority of the City Council supports this approach for multimodal transportation.*
 - a. Are we missing any Connections? *All connections seem covered. Let's fix those missing connections.*
 - b. Do you support the Complete Streets approach for Great Mall Parkway? *Yes, with some reservations about changes to Great Mall Parkway regarding capacity for vehicles and impact on traffic.*
 - c. Do you support the proposed transportation demand strategies (TDM) and reducing vehicle miles traveled (VMT) approach? *Yes. The trade-off of cars for pedestrian safety is important.*
2. Do these policies address concerns about impacts that may be associated with land use and density proposed for the Milpitas Metro Specific Plan? *Yes, and here are some more ideas.*
 - Don't forget curbside management. Anticipate new technology like autonomous vehicles
 - Remember safety and crime prevention.
 - Improve wayfinding
 - Tie more closely to reducing emissions and climate change goals
 - Make sure that it's something that is convenient for everybody
 - Make sure there are places to go - open spaces, even on rooftops

Reinforcing the Experience of Living, Working, and Visiting Milpitas Metro

The Milpitas Metro neighborhood's urban experience will be quite different compared to the rest of Milpitas. The anticipated density from the MMSP is an urban format, but it doesn't need to feel crowded and impersonal. The opportunity to live closer to a diversity of services is convenient. And, the connections between shared open spaces can be a benefit to all with more chances for social interaction. The upcoming presentation will focus on **shared public spaces** and **place and identity**.

The Vision for the Milpitas Metro Area includes providing a greater *variety* of shared public spaces and enhancing the neighborhood's sense of place and identity. We commonly refer to shared public spaces as the **public realm**. Addressing the public realm requires us to think about a broad range of spaces, such as:

- Parks
- Plazas
- Spaces in between buildings
- Recreational spaces
- Open, outdoor spaces/destinations (including on rooftops and balconies)
- Trails and pathways
- Streetscape/sidewalks
- Wayfinding signage and public art (landmarks)

The urban form should accommodate different kinds of outdoor spaces in close proximity to each other, and be connected as much as possible, to serve the broad spectrum of needs for public and private life. The goal of the Milpitas Metro Specific Plan is to encourage different kinds of public and private outdoor spaces, different kinds of shared/common spaces, different types of areas for different needs and activities from general to specific, in spaces that connect inside and outside, and including streets as public spaces.

Summary of Public Comments about Public Realm

An Open House Survey was open for public comment from September 30 to October 12, 2020. The 101 responses from the Open House Survey and Community Meeting Live

Poll show “open space” and “fun destinations” as two of the top 3 priorities for the Plan Area. The top 3 preferences for open space types were plaza, farmers’ market or community event space, and trails.

In another community engagement survey conducted earlier in July through August 2020, staff received similar feedback from the 316 respondents engaged in the survey. Fourteen percent of the comments mentioned the need for more open space, particularly spaces that support social gatherings. The top 3 preferences for types of public spaces were places to gather, contemplative spaces, and recreational spaces. The community also identified determiners of how much people like an area. The top answers are physical accessibility and retail/restaurant activity. In write-in comments, respondents suggest creating community spaces on Main Street, back of Great Mall, and close to transit.

Implementing the General Plan

The MMSP will work to implement General Plan policies on public spaces, wayfinding, public art, pedestrian and bicycle-oriented development, parks and public space, and sustainability. A selection of relevant General Plan policies is below:

General Plan Policies: Wayfinding

CIR 2-7 Provide inclusive and diverse wayfinding measures to provide directional guidance for pedestrians, bicyclists, and transit riders.

CIR 4-3 Encourage walking, biking and transit use by prioritizing and implementing “first-mile/last mile” improvements, wayfinding and educational efforts in the vicinity of the Great Mall transit center, light rail stations, the BART station, and heavily used bus stops.

Goal CD-8 Enhance gateways and wayfinding and identity and construct landmarks for an improved sense of arrival place and orientation for residents and visitors throughout Milpitas

General Plan Policies: Public Art

Goal CD-9 Enhance the quality and character of Milpitas' Public Spaces to provide safe, comfortable, and enjoyable passive and active recreation opportunities for all users

CD 9-4 Incorporate outdoor plazas or other common areas that provide space for special landscaping, public art, food service, outdoor retail sales, or seating areas for patrons in retail settings appropriate to such pedestrian activity. The plaza or other common area should be appropriately scaled to the retail use and shall be directly connected to the primary walkway.

CD 3-10-D Provide comfortable pedestrian amenities, such as quality seating areas, lighting, and wide, shaded paths, along with specialized and engaging design features, such as interesting fountains or public art to draw and maintain people's attention.

General Plan Policies: Pedestrian and Bicycle-Oriented Design

Goal CD-1 Design Buildings, sites, and streets to enhance pedestrian and bicycle mobility

General Plan Policies: Parks and Open Space

Goal PROS-1 Provide a diversified and high quality public park and trail system that provides recreational opportunities for all residents.

Goal PROS-2 Provide recreational opportunities that meet the needs of all residents, especially the most vulnerable and underserved members of the community.

Goal PROS-3 Ensure the provision and preservation of diverse and accessible open spaces throughout the planning area.

General Plan Policies: Sustainable Design

Goal CD-11 Enhance Milpitas' commitment to sustainable design by minimizing negative environmental impacts and utilizing resources efficiently

MMSP Vision: Providing a greater variety of shared public spaces

Parks have historically been managed by working to provide a set number of acres per person, which is a suburban model. As a metric, this requirement is easy to understand: Milpitas requires 5 acres per 1,000 people in suburban areas, and 3.5 acres per 1,000 people in the more urbanized TASP area. TASP requirements are further modified: of the 3.5 acres per 1000, only 2.0 of the 3.5 acres are required to be parks, the rest being plazas, linear parks, and related spaces. Under the TASP, the parkland required would be on the order of 49 acres for the development that has occurred so far. So far, 11.25 acres have been built (McGuire Park 2.75 acres, McCandless 4.0 acres, and Tango 4.5 acres).

Playing Out the Parks Ratio

	TASP	MMSP	Total
Units	~7,000 units	~6,000 units	~15,000 units
People (x2 per unit)	~14,000	~12,000	~26,000
Acres (3.5 per 1,000)	49 acres	42 acres	91 acres
Remaining land			200 acres
Parks built to date	11.25 acres		



While it is certainly possible, and indeed expected, that more public open space will be developed in Milpitas Metro as the area evolves, it is unlikely that the City will acquire 42 acres inside the plan area. To provide a sense of scale, Union Square in San Francisco is 3 acres. The size of the park just doesn't match the land available, and the collected fees for public spaces fall short for buying more land.

This current requirement requires only an amount of space and does not specify what kind of space it is, amenities in the space, or how close and accessible it is to residents. As cities urbanize this (suburban) model for providing adequate open space becomes less and less tenable.

Rather than focusing on acreage, the City and Parks Master Plan consultants are indicating that the focus should be on improving existing parks and ensuring that new open spaces provide high levels of service, recreational value, or opportunities to have a variety of experiences in a more compact area than is possible on a large, grassy field, for example.

New Model: Parks Level of Service or Recreation Value System

As neighborhoods urbanize all over the country, new models for evaluating park/open space adequacy and success have been developed. General Plan *Goal PROS-1* is, “Provide a diversified and high-quality public park and trail system that provides recreational opportunities for all residents.” In service of this and other General Plan goals related to equitable access to recreation programs and high-quality open spaces, the Milpitas Parks and Recreation Master Plan Update (anticipated to complete in Spring 2021) will establish a methodology for evaluating recreational value or level of service for parks and recreation facilities. Using this methodology, the City will be able to develop parks and collaborate with developers on the development of private and public open spaces to achieve the maximum utility and enjoyment of these spaces for and by the people of Milpitas.

The Parks Level of Service model will allow the City to evolve its understanding of adequacy in public spaces. The Parks Level of Service model will calculate community benefits of open spaces given how many people are served and the number of things they can do within a reasonable distance of their homes and offices. This type of value system prioritizes

- the variety of experiences
- access/proximity to experiences
- a more comprehensive range of spaces (not just grassy parks with fields)

Question 1: Do you support the use of a different parks model, such as the Parks Level of Service or Recreation Value System because the Milpitas Metro Area is a more urbanized neighborhood?

Parks Fee

Developers are currently required to pay a TADIF (Transit Area Development Infrastructure Fee) based on the 3.5 acre/1,000 resident goal. The MMSP proposes to retain the overarching TADIF structure, as it includes impact fees for a variety of public improvements, but to consider recalculating the TADIF to update the park fees component, likely reducing the focus on land acquisition costs over level of service. In addition, the MMSP will explore the possibility of creating an updated funding structure that would enable the City to focus on providing a high level of parks service citywide by allowing a portion of the TADIF to be used for park and recreation open space across the city. Residents of Milpitas Metro are likely to benefit from and use all City facilities, and the Metro area does not have space available to accommodate larger facilities, such as playing fields and recreation centers, that may be located elsewhere in the city.

Question 2: Do you support maintaining the 3.5 acre/ 1,000 resident parks and rec fee, which will be utilized as described in the Parks Master Plan?

On-site Open Spaces

Public parks, recreational facilities and open spaces are essential elements of a city and of individual neighborhoods. At the more granular level, communal or public outdoor spaces are essential elements of residential developments. The MMSP proposes to refine the approach used in the TASP to require that developers provide on-site private and public outdoor space, but does not establish a requirement for the amount or quality of space. The MMSP proposes establishing a standard requirement of approximately 100 sq. ft. of on-site private or communal outdoor spaces on each residential or mixed-use development site.

The planning team is currently working with City staff and the Parks planning team to determine specific requirements, but anticipates requiring:

- ~100 sq.ft. of open space on-site per unit
 - At least ~30% of on-site open space be communal, rather than have access restricted to the residents of a particular unit

- At least ~5% of open space be accessible to the public
- Incentivizing amenities from a checklist
 - Requiring a minimum number of amenities
 - Requirements are reduced with more amenities provided

The TASP currently allows developers to count 20% of wide landscape buffers as public parks space, which may reduce the requirement to pay parks fees under the TADIF. Landscaped buffers may alternately be used to provide required on-site open space at the city's discretion, but may not be counted as both public and on-site open space.

Question 3: Do you support a standard requirement of on-site outdoor space?

MMSP Framework: Working toward the MMSP Draft

So far we have covered Land Use, Transportation, and the Public Realm with our three Framework Policy Presentations. How the neighborhood works in terms of infrastructure, and implementation are also part of the plan. We will lightly touch on them during the presentation and will address them more fully with the Draft Plan.

Draft Plan Structure

The proposed goals and policies for the MMSP will become the base structure of the draft Plan. The plan structure will be as follows:

- Vision
 - Principles
 - Topic Areas (eg. Land Use, Transportation, Parks, etc.)
 - Goals (eg. LU1, LU2, T1, T2, etc.)
 - Strategies (eg. LU 1.1, LU 1.2, etc.)
 - Action Items (eg. LU 1.1.1, LU 1.1.2, etc.)

Highlights are given in the next section, followed by a more extensive outline.

MMSP Vision: Enhancing the sense of place and identity of the neighborhood

How we feel about a place is affected by a number of factors: how well it is designed, the social experiences associated with that place, and its convenience and ease of use. The memorability of a place has to do with a recognizable identity.

Public spaces should foster a sense of identity as well as aid orientation and navigation. At the most basic level, **wayfinding signage** can brand a neighborhood with an identity, orientation, and navigation. However, it is the inclusion of **unique physical landmarks or prominent building corners, public art, and a hierarchy of identifiable territories** that really establish the sense of place and identity in a neighborhood.

Associated positive feelings also have to do with safety, cleanliness, programming of social activities, and an atmosphere of belonging. It is important that public spaces feel genuinely public and people feel welcome to come and spend time there. The built form should offer people, as individuals and in groups, better control over the spaces around them.

As a visitor, can you tell where the destinations are (without signs)? How obvious is it that you are in the neighborhood center or getting there? How do you know you are in the Milpitas Metro Neighborhood vs. another place?

The Milpitas Metro Area is distinguished from the rest of Milpitas - it is more urban, recently built, and transit-oriented. People know the neighborhood because it includes the Great Mall, it has an overhead light-rail line, and now it has the Milpitas BART Station and VTA Transit Center. This plan aims to establish a much richer and varied sense of place in Milpitas Metro and create a district known for its entertainment and shopping destinations, interesting parks, safe streets, ease of navigation, and cultural landmarks.

The MMSP Sense of Place Policy Highlights

The Milpitas Metro Specific Plan will work to build a sense of place in the district through a variety of means. This includes

- a street hierarchy that prioritizes active transportation and access to transit, while preserving the current vehicular capacity of roadways.
- promoting the development of vibrant shopping streets and more intimate, neighborhood streets
- a strong public arts program, and signage and wayfinding system that brands the plan area and makes finding your way easy

MMSP Vision: Promoting a Sustainable, Implementable Milpitas Metro Specific Plan

The Milpitas Metro Specific Plan will include policies that ensure adequate infrastructure in the plan area, promote sustainability in buildings and infrastructure, and ensure a cohesive and attractive district through objective design standards.

Infrastructure Policy Highlights

The planning team has been working closely with Public Works to ensure that there is adequate utility infrastructure to service the development specified in the emerging MMSP. The team does not anticipate major requirements for infrastructure expansion. In addition to standard infrastructure, the MMSP will prioritize sustainable infrastructure by establishing policies to promote green infrastructure, or natural infrastructure, as well as low impact development, or water-conserving buildings and landscaping.

Infrastructure fees will be part of the next presentation/discussion of the MMSP Draft with the City Council, and will be updated following the adoption of the MMSP.

Sustainability Policy Highlights

The Milpitas General Plan 2040 highlights the importance of, “preserving and improving Milpitas’ high living standards and natural resources while simultaneously providing for economic development, balanced growth, sustainability, improved air quality and reduced energy use.” The Milpitas Metro Specific Plan will work to implement the General Plan by forwarding sustainability in policies that require high levels of

sustainability in buildings, reducing greenhouse gas emissions by prioritizing the use of transit and active transportation, and supporting healthy habitats and vegetation in open areas throughout the district.

Design Guidelines Highlights

The life between buildings is defined by the design of the building, especially at the ground floor. Design guidelines that address the design of the building also relate to the public realm. Design guidelines help define how we walk up to, in to, and through buildings and access outdoor spaces. The planning team will work with Raimi + Associates, the consultants the City has recently brought on to develop Objective Design Standards for Milpitas, to establish Objective Design Standards for Milpitas Metro.

Further Detail on Goals and Policies

The Goals lay out the direction or intent of the plan in a key area of concern. Strategies indicate how Goals may be accomplished. In some cases, the plan will provide more detail in Action Items, which will indicate specifically how a particular strategy will be implemented.

This subsection includes Goals and Strategies related to land use and density or intensity. Action Items will be developed after the direction of the Goals and Strategies is supported by City Council.

1. Urban Design and Sense of Place

- 1.1. **Streets:** Provide an intuitive hierarchy of streets that includes a continuum from bustling to contemplative and neighborhood-oriented in character. The hierarchy shall limit where vehicles can go and expands upon the environments for pedestrians.
 - 1.1.1. Central Corridor: Enhance arterial streets - Montague Expressway, Great Mall Parkway, Capitol Avenue, South Main Street, and South Milpitas Boulevard - to include facilities for active transportation: pedestrians, bicyclists, and more.
 - 1.1.2. Access to Transit: Prioritize non-motorized, active transportation on Transit Access Routes (such as walking, running, and biking) to ensure direct, safe access to transit.

- 1.1.3. Shopping Streets: Establish retail and service clusters along shopping streets where these uses are economically viable and will support activity and vibrancy.
- 1.1.4. Neighborhood Streets: Create local streets within residential neighborhoods with a slower, pedestrian character.
- 1.1.5. Trails: Construct trails and linear parks that are representative of their neighborhoods in programming and landscape palette.
- 1.2. **Public Art:** Develop unique public art expressions in the MMSP area that give the community a stronger sense of place and identity, as well as add value to the cultural, aesthetic and economic vitality for its residents and visitors.
 - 1.2.1. Relevance: Fund and construct site-specific public art throughout Milpitas Metro to enhance the Milpitas Metro identity and diversify its cultural attractions.
 - 1.2.2. Connecting to Context: Work with VTA and community groups to promote public art on VTA Light-Rail Infrastructure.
 - 1.2.3. Placement and Suitability: Public art should be context-sensitive. Sites that have pedestrian access and are in or near public spaces (see 6.2) are ideal for public art.
- 1.3. **District Branding, Signage and Wayfinding:** Develop and install an attractive, consistent District Branding, Signage and Wayfinding system that builds off of the City of Milpitas branding and wayfinding.
 - 1.3.1. Wayfinding Signage: Develop seamless wayfinding signage that provides connections to and from major destinations.
 - 1.3.2. Inclusivity: Wayfinding signage should be accessible and be designed to be comprehensible by a wide range of users, including people of all ages and ability levels.

2. Parks and Public Spaces

- 2.1. **Access.** Ensure safe, broad, and equitable access to urban public spaces, such as parks, trails, rooftop gardens.
 - 2.1.1. Establish connections to parks and open spaces from the street and trail network.
 - 2.1.2. Distribute public spaces to maximize accessibility from residential neighborhoods, workplaces, and commercial areas.
 - 2.1.3. Create multiple smaller public urban spaces throughout the plan area rather than a single large park, locating at least one park in each subdistrict within walking distance from housing.
- 2.2. **Park Typologies.** Provide a variety of different-sized parks and public spaces, including urban parks, neighborhood parks, and community parks, that are appropriately scaled for their surroundings and support different activities.
 - 2.2.1. Support a range of activities within parks that meet the active and passive recreation needs of Milpitas Metro Area residents and workers.

- 2.2.2. Provide for a range of activities within the parks, including, but not limited to: walking, jogging, socializing, relaxing, picnicking, bicycling, gardening, arts and exercise classes for both children and adults, sports playing fields and courts, and flexible pop-up spaces. Provide:
 - Passive recreation parks near housing that provide a visual amenity as well as place to walk dogs, take children to play, etc.;
 - Parks with sports fields;
 - Urban plazas and courtyards with landscaping, paving, benches and trees;
 - Staging areas along the trail network where people can access the trail system; and
 - Parks along creeks where people can enjoy passive recreation in a creek setting.
- 2.3. **Recreational Value.** Enhance and expand public open space facilities based on the Recreation Value System provided by the Parks and Recreation Master Plan.
 - 2.3.1. Use the Recreation Value System to identify priority locations for new park facilities based on areas of deficiency and recreational opportunities.
 - 2.3.2. Provide private open space to supplement public open space in meeting the outdoor and recreational needs of residents.
 - 2.3.3. Ensure that parking at parks and community centers is monitored and parking time limits are enforced to ensure the availability of parking for facility users.
- 2.4. **Trail Network.** Develop trails that link into the citywide trail system in order to aid connectivity and provide recreational and leisure spaces.
 - 2.4.1. Complete a pedestrian and bicycle network that connects trails and pathways to create a loop that connects the entire Milpitas Metro Area.
 - 2.4.2. Create a network of trails along Penitencia Creek, Berryessa Creek, and railroad right of ways, where feasible.
 - 2.4.3. Require all properties that the proposed trail network runs through to set aside land for the trails. This land will count towards the required public park land dedication requirement. If trail easements already exist or are acquired within the rail line or flood control right of ways, these easements may be used in lieu of land on development sites.
 - 2.4.4. Extend the existing trails along the waterway and railroad tracks in the McCandless and Tarob/Sango subdistricts to the Transit Center, and provide a connection to the proposed trail along Penitencia Creek.
- 2.5. **Public/Private Partnership.** Work with property owners to develop public parks and open spaces as a part of development projects.
 - 2.5.1. Activate the Great Mall subdistrict with flexible urban public open spaces that support a range of purposes, including social gatherings.
 - 2.5.2. Consider a range of ownership and maintenance options when developing open spaces within larger developments

- 2.6. **Programming.** Program parks and public open spaces to provide a variety of both temporal and ongoing experiences and opportunities for community events and education.
 - 2.6.1. Coordinate with the Recreation and Community Services Department to activate parks and plazas with community events and allow residents and non-residents to rent out public spaces for events in compliance with citywide policies.
 - 2.6.2. Renew and develop park facilities to foster education about and engagement in the natural world.
 - 2.6.3. Where there is strong public support to manage and maintain them, establish community gardens and edible landscape within the neighborhood parks that will provide education, access to healthy foods, and economic support for the local food system
- 2.7. **Plazas.** The Metro Plan calls for a new public plaza at the Great Mall as well as the developing plaza at the Transit Center. More plazas could be developed as appropriate. These plazas should be safe, inclusive, and welcoming that serve as destinations for community members of all ages, income levels, and abilities.
 - 2.7.1. Access: Plazas should be designed to accommodate freight loading and unloading where access to the curb is required at early morning hours for adjacent businesses.
 - 2.7.2. Parking: Parking shall not be allowed or permitted within public plazas. Parking may be maintained adjacent or parallel to the plazas, but should be designed along the footprint of the future capital implementation.
 - 2.7.3. Inclusiveness: Plazas should welcome a diverse demographic. While plazas should spur consumption at nearby retail areas, they should be designed with social interaction and not necessarily consumption in mind.
 - 2.7.4. Materials: Plazas should be defined using low-cost, durable materials, that align with this plan's Infrastructure chapter (chapter 11).
 - 2.7.5. Landscape: Create a unique landscape palette for the public realm.
 - 2.7.6. Lighting: Safety and appearance of a plaza or terrace at night depend on the quality and positioning of illumination.
- 2.8. **Recreation and Cultural Centers.** Enhance Milpitas Metro as a recreational and cultural destination.
 - 2.8.1. Promote the establishment of a community and regionally-focused performing and visual arts centers.

3. Infrastructure

- 3.1. **Green Infrastructure.** Develop a Green Infrastructure network throughout the plan area.
 - 3.1.1. Incorporate the City's Green Infrastructure Plan and Green Stormwater Infrastructure Plan into new development.

- 3.1.2. Daylight existing creeks and waterways, supporting permeable creekbeds where practical in collaboration with regional water management agencies.
- 3.1.3. Identify opportunities to expand the use of plants, including those listed by the Santa Clara Valley Urban Runoff Pollution Prevention Program, in the planning area.
- 3.2. **Low-Impact Development.** Align new development and major retrofitting projects to the General Plan's low-impact development policies.
 - 3.2.1. Facilitate water recycling in district-wide developments within the planning area.
 - 3.2.2. Support the use of recycled water throughout the district in development, parks, open spaces.
 - 3.2.3. Encourage water, air and sound pollution, as well as greywater use, in industrial districts.
 - 3.2.4. Work with "power users" of energy, such as industrial uses, to use clean energy. This could include focused collaboration on implementing the General Plan's solar promotion policies, rebates for on-site energy generation, or other innovative methods to reduce reliance on non-renewable energy.
 - 3.2.5. Incorporate water runoff strategies such as rain gardens, bio-retention swales, and permeable pathways into development, roadways, parks and green infrastructure.
- 3.3. **Public Safety.** Support safe activity in the planning area as its resident and worker populations grow.
 - 3.3.1. Consider locating a Police Substation in the Innovation District adjacent to the BART station along Milpitas Boulevard Extension (show precise location on map)
 - 3.3.2. In implementation, identify areas or circulation routes where better lighting or increased public sightlines could encourage more activity.
 - 3.3.3. Consider working with public and/or private partners to develop a WiFi network allowing for continuous connectivity in public areas.
- 3.4. **Coordinate Costs.** Work with regional partners to coordinate planning and costs of implementation.
 - 3.4.1. In implementation, identify potential local, regional, and private partners who are working on issues that encompass the planning area in order to coordinate regional improvements and share costs.

Question 4: Are there any policies that you think should be added or modified, regarding Urban Design and Sense of Place, Parks and Public Spaces, and Infrastructure?

Summary of City Council Questions

- Question 1: Do you support the use of a different parks model, such as the Parks Level of Service or Recreation Value System because the Milpitas Metro Area is a more urbanized neighborhood?
- Question 2: Do you support maintaining the 3.5 acre/ 1,000 resident parks and rec fee, which will be utilized as described in the Parks Master Plan?
- Question 3: Do you support a standard requirement of on-site communal outdoor space?
- Question 4: Are there any policies that you think should be added or modified, regarding Urban Design and Sense of Place, Parks and Public Spaces, and Infrastructure?



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Introduce Ordinance No. 65.151 Regarding Responsible Construction
Category:	Leadership and Support Services
Meeting Date:	3/2/2021
Staff Contacts:	Christopher J. Diaz, City Attorney 408-586-3040 Steve McHarris, City Manager 408-586-3059
Recommendation:	Following the reading of the title by the City Attorney, move to waive reading beyond the title and introduce Ordinance No. 65.151, amending various sections of Chapter 32 (Responsible Construction) of Title III of the Milpitas Municipal Code

Background:

On February 2, 2021, the City Council adopted Ordinance No. 65.150 adding Chapter 32 (Responsible Construction) to Title III of the Milpitas Municipal Code. Staff is recommending some minor clean-up changes to various sections of this Chapter to include definitions, corrections and other clarifying revisions.

Analysis:

The proposed changes are as follows:

- **Section III-32-3.00 - Definitions:** Defines the term “unpaid wage theft judgments” as final judgments, decisions or orders issued by a court of law, or an investigatory government agency authorized to enforce applicable federal, state and local wage and hour laws, which have not been fully paid or satisfied. This definition tracks the language used in the City’s existing wage theft policy, which will also be included in the acknowledgment and certification forms required by this Chapter. Changes to this Section also include clarifying revisions to the terms “Contractor” and “Project,” as well as adding a definition for the term “Labor Commissioner.”
- **Section III-32-4.00 - Acknowledgement of Responsibility:** Clarifies that the acknowledgement will be signed by the applicant prior to issuance of a building permit required for a Project instead of as a condition of the building permit. Revises language to require the Owner, Contractor, and any subcontractors to agree to comply with this Chapter, which would include acknowledging that they will need to certify as to any unpaid wage theft judgments prior to issuance of a certificate of occupancy, as provided in Subsection III-32-5.00.
- **Sections III-32-5.00 - Pay Transparency Certification and III-32-6.00 - Compliance Determination:** These are minor clarifying revisions without any substantive changes.
- **Section III-32-8.00 - Conditions of Approval:** Adds a provision making the requirements of this Chapter to be a condition of approval of any land use entitlement required for a Project, and allows enforcement of the ordinance via issuance of an administrative citation and/or the revocation or modification of any land use entitlement issued for the Project.

Fiscal Impact:

Introduction and adoption of the Ordinance in itself would not lead to any financial impact; however, enforcement of the Ordinance would lead to a financial impact on the City in terms of staff time or other costs. The City currently does not have the staff capacity or expertise to carry out enforcement, even if only compl

driven. Therefore, once a complaint is received, staff will have to contract with a neighboring agency or third party vendor and may have to seek an appropriation action to fund the contractual expenses needed for enforcement.

California Environmental Quality Act:

The introduction and adoption of this Ordinance is not a project subject to the California Environmental Quality Act (CEQA) as it can be seen with certainty that the project does not have the potential to result in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and is more akin to a administrative activity of the government intended to ensure wage laws are followed in the City pursuant to CEQA Guideline 15378.

Recommendation:

Following the reading of the title by the City Attorney, move to waive reading beyond the title and introduce Ordinance No. 65.151, amending various sections of Chapter 32 (Responsible Construction) of Title III of the Milpitas Municipal Code.

Attachment:

Ordinance No. 65.151 (redlined for first reading)

PLEASE NOTE:

This copy of Ordinance No. 65.151 is a “redlined” version for your convenience. Text additions are designated by an underline and text deletions are designated with a strikethrough.

REGULAR

NUMBER: 65.151

TITLE: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MILPITAS AMENDING
VARIOUS SECTIONS OF CHAPTER 32 (RESPONSIBLE CONSTRUCTION) OF TITLE III OF
THE MILPITAS MUNICIPAL CODE

HISTORY: This Ordinance was introduced (first reading) by the City Council at its meeting of _____, upon
motion by _____ and was adopted (second reading) by the City Council at its
meeting of _____, upon motion by _____. The Ordinance was
duly passed and ordered published in accordance with law by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Wendy Wood, City Clerk

Rich Tran, Mayor

APPROVED AS TO FORM:

Christopher J. Diaz, City Attorney

RECITALS AND FINDINGS:

WHEREAS, on February 2, 2021, the City Council adopted Ordinance No. 65.150 adding Chapter 32 (Responsible Construction) to Title III (Business and Professions) of the Milpitas Municipal Code; and

WHEREAS, City staff is recommending minor clean-up changes to various sections of Title III, Chapter 32 to include definitions, corrections and other clarifying revisions, and requests that the City Council adopt these changes.

NOW, THEREFORE, the City Council of the City of Milpitas does ordain as follows:

SECTION 1. RECORD AND BASIS FOR ACTION

The City Council has duly considered the full record before it, which may include but is not limited to such things as the City staff report, testimony by staff and the public, and other materials and evidence submitted or provided to the City Council. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.

SECTION 2. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE III, CHAPTER 32 “Responsible Construction”

Title III, Chapter 32 (Responsible Construction) of the Milpitas Municipal Code is hereby amended to read as follows:

Chapter 32 - RESPONSIBLE CONSTRUCTION

III-32-1.00 - Title

This Chapter shall be known as the “Responsible Construction Ordinance.”

III-32-2.00 - Authority

This Chapter is adopted pursuant to the powers vested in the City of Milpitas under the laws and Constitution of the State of California, including, but not limited to, the police powers vested in the City pursuant to Article XI, Section 7 of the California Constitution.

III-32-3.00 - Definitions

The following words and phrases, whenever used in this Chapter, shall be construed as defined in this Section:

(a) “City” means the City of Milpitas, California or any agency designated by the City to administer the terms of this Chapter.

(b) “Contractor” means the prime contractor ~~on a construction~~ for the pProject.

~~(b)(c)~~ “(c) “Labor Commissioner” means the Office of the Labor Commissioner within the State of California’s Department of Industrial Relations.

~~(c)(d)~~ “(d) “Owner” means the person or persons, firm, corporation, partnership or other legal entity exercising ownership of the Project.

~~(d)(e)~~ “(e) “Project” means new construction of greater than ~~fifteen thousand~~ 15,000 square feet that is not subject to prevailing wage requirements. ~~and/or does not have a valid Project Labor or Community Workforce Agreement.~~

~~(e)(f)~~ “(f) “Project Construction Employees” means employees of the Contractor or subcontractor.

“(g) “Representative” means a person authorized to legally bind the Owner and/or Contractor (for example; a corporate officer, general partner, or managing member of a limited liability company).

(h) “Unpaid wage theft judgment” means a judgment, decision or order, for which all appeals have been exhausted or the time to appeal has expired, that was issued by a court of law or an investigatory government agency authorized to enforce applicable federal, state and local wage and hour laws, including but not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and the City of Milpitas Minimum Wage Ordinance, and which has not been fully paid or satisfied. As used in this subsection, “investigatory government agency” includes the United States Department of Labor, the California Division of Labor Standards Enforcement, the City of Milpitas, or any other governmental entity or division tasked with the investigation and enforcement of wage and hour laws.

III-32-4.00 - Acknowledgement of Responsibility

~~As a condition of approval for any~~Prior to issuance of a building permit required for a Project, an applicant shall sign an acknowledgement that the Owner, Contractor and any subcontractors are required to comply with all applicable provisions of the California Labor Code, including Labor Code section 2810.5, and that the Owner, Contractor and any subcontractors are required to comply with this Chapter~~have no unpaid wage theft judgments.~~

III-32-5.00 - Pay Transparency Certification

Prior to issuance of a certificate of occupancy for the Project, ~~or other permit to occupy new construction~~, for each Contractor or subcontractor whose portion of the work exceeds one hundred thousand dollars (\$100,000) or one percent (1%) of the value of the construction cost of the Project, whichever is greater, the Owner shall provide to the City a Pay Transparency Certification (“Certification”), signed by a Representative of the Owner, the Contractor and any subcontractor under penalty of perjury ~~under the laws of the State of California~~. The Certification required under this Section shall be in a form approved by the City and contain the following:

(a) A statement that:

1. Project Construction Employees ~~of the Contractor and any subcontractors~~ received written notice of the employer’s pay practices as required by California Labor Code section 2810.5 and wage statements under Labor Code section 226(a); or
2. Project Construction Employees ~~of the Contractor and/or any subcontractors~~ are covered by a valid collective bargaining agreement that expressly provides for the wages, hours of work, and working conditions of the employee, and if the agreement provides premium wage rates for all overtime hours worked and a regular hourly rate of pay for those employees of not less than 30 percent more than the state minimum wage. (See Labor Code section 2810.5(c));

and

(b) A statement that the Owner, Contractor and any subcontractors have no unpaid wage theft judgments.

III-32-6.00 - Compliance Determination

Prior to issuing a certificate of occupancy for the Project, ~~or other permit allowing occupancy of the Project~~, the City shall make a finding of compliance with this Chapter. Such a finding shall be issued if:

- (a) The City determines after a review of the Certification that the Owner, Contractor and any subcontractors have complied with the provisions of this Chapter; and
- (b) The City has not received any information that the Labor Commissioner ~~of the State of California~~ has found violations of Labor Code sections 226 or 2810.5 regarding construction work performed on the Project.

III-32-7.00 - Bonds Required for Correction of Violation

If the City determines that the Owner, Contractor or any subcontractor has failed to comply with the provisions of this Chapter, or if the Labor Commissioner has found violations of Labor Code sections 226 or 2810.5, the City may issue a certificate of occupancy, only if the Owner or Contractor can provide evidence of the existence of a labor payment and/or lien release bond, in a form and amount sufficient to ensure that any wage claims and penalties can be fully paid.

III-32-8.00 - Conditions of Approval; Enforcement

The requirements of this Chapter may be included as a condition of approval of any land use entitlement required for any Project that is subject to this Chapter. Failure to comply with the requirements of any provision of this Chapter shall be grounds for issuance of an administrative citation pursuant to Title I, Chapter 21 of the Milpitas Municipal Code and/or the potential revocation or modification of any land use entitlement issued for the Project.

III-32-~~8~~9.00 - Private Right of Action

Nothing in this Chapter shall be interpreted to authorize a right of action against the City.

SECTION 3. SEVERABILITY

The provisions of this Ordinance are separable, and the invalidity of any phrase, clause, provision or part shall not affect the validity of the remainder.

SECTION 4. EFFECTIVE DATE AND POSTING

In accordance with Section 36937 of the Government Code of the State of California, this Ordinance shall take effect thirty (30) days from and after the date of its passage. The City Clerk of the City of Milpitas shall cause this Ordinance or a summary thereof to be published in accordance with Section 36933 of the Government Code of the State of California.

PLEASE NOTE:

This copy of Ordinance No. 65.151 is a “redlined” version for your convenience. Text additions are designated by an underline and text deletions are designated with a strikethrough.

REGULAR

NUMBER: 65.151

TITLE: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MILPITAS AMENDING
VARIOUS SECTIONS OF CHAPTER 32 (RESPONSIBLE CONSTRUCTION) OF TITLE III OF
THE MILPITAS MUNICIPAL CODE

HISTORY: This Ordinance was introduced (first reading) by the City Council at its meeting of _____, upon
motion by _____ and was adopted (second reading) by the City Council at its
meeting of _____, upon motion by _____. The Ordinance was
duly passed and ordered published in accordance with law by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Wendy Wood, City Clerk

Rich Tran, Mayor

APPROVED AS TO FORM:

Christopher J. Diaz, City Attorney

RECITALS AND FINDINGS:

WHEREAS, on February 2, 2021, the City Council adopted Ordinance No. 65.150 adding Chapter 32 (Responsible Construction) to Title III (Business and Professions) of the Milpitas Municipal Code; and

WHEREAS, City staff is recommending minor clean-up changes to various sections of Title III, Chapter 32 to include definitions, corrections and other clarifying revisions, and requests that the City Council adopt these changes.

NOW, THEREFORE, the City Council of the City of Milpitas does ordain as follows:

SECTION 1. RECORD AND BASIS FOR ACTION

The City Council has duly considered the full record before it, which may include but is not limited to such things as the City staff report, testimony by staff and the public, and other materials and evidence submitted or provided to the City Council. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.

SECTION 2. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE III, CHAPTER 32 “Responsible Construction”

Title III, Chapter 32 (Responsible Construction) of the Milpitas Municipal Code is hereby amended to read as follows:

Chapter 32 - RESPONSIBLE CONSTRUCTION

III-32-1.00 - Title

This Chapter shall be known as the “Responsible Construction Ordinance.”

III-32-2.00 - Authority

This Chapter is adopted pursuant to the powers vested in the City of Milpitas under the laws and Constitution of the State of California, including, but not limited to, the police powers vested in the City pursuant to Article XI, Section 7 of the California Constitution.

III-32-3.00 - Definitions

The following words and phrases, whenever used in this Chapter, shall be construed as defined in this Section:

- (a) “City” means the City of Milpitas, California or any agency designated by the City to administer the terms of this Chapter.
- (b) “Contractor” means the prime contractor for the Project.
- (c) “Labor Commissioner” means the Office of the Labor Commissioner within the State of California’s Department of Industrial Relations.
- (d) “Owner” means the person or persons, firm, corporation, partnership or other legal entity exercising ownership of the Project.
- (e) “Project” means new construction of greater than 15,000 square feet that is not subject to prevailing wage requirements.
- (f) “Project Construction Employees” means employees of the Contractor or subcontractor.
- (g) “Representative” means a person authorized to legally bind the Owner and/or Contractor (for example; a corporate officer, general partner, or managing member of a limited liability company).

- (h) “Unpaid wage theft judgment” means a judgment, decision or order, for which all appeals have been exhausted or the time to appeal has expired, that was issued by a court of law or an investigatory government agency authorized to enforce applicable federal, state and local wage and hour laws, including but not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and the City of Milpitas Minimum Wage Ordinance, and which has not been fully paid or satisfied. As used in this subsection, “investigatory government agency” includes the United States Department of Labor, the California Division of Labor Standards Enforcement, the City of Milpitas, or any other governmental entity or division tasked with the investigation and enforcement of wage and hour laws.

III-32-4.00 - Acknowledgement of Responsibility

Prior to issuance of a building permit required for a Project, an applicant shall sign an acknowledgement that the Owner, Contractor and any subcontractors are required to comply with all applicable provisions of the California Labor Code, including Labor Code section 2810.5, and that the Owner, Contractor and any subcontractors are required to comply with this Chapter.

III-32-5.00 - Pay Transparency Certification

Prior to issuance of a certificate of occupancy for the Project, for each Contractor or subcontractor whose portion of the work exceeds one hundred thousand dollars (\$100,000) or one percent (1%) of the value of the construction cost of the Project, whichever is greater, the Owner shall provide to the City a Pay Transparency Certification (“Certification”), signed by a Representative of the Owner, the Contractor and any subcontractor under penalty of perjury. The Certification required under this Section shall be in a form approved by the City and contain the following:

(a) A statement that:

1. Project Construction Employees received written notice of the employer’s pay practices as required by California Labor Code section 2810.5 and wage statements under Labor Code section 226(a); or
2. Project Construction Employees are covered by a valid collective bargaining agreement that expressly provides for the wages, hours of work, and working conditions of the employee, and if the agreement provides premium wage rates for all overtime hours worked and a regular hourly rate of pay for those employees of not less than 30 percent more than the state minimum wage. (See Labor Code section 2810.5(c));

and

(b) A statement that the Owner, Contractor and any subcontractors have no unpaid wage theft judgments.

III-32-6.00 - Compliance Determination

Prior to issuing a certificate of occupancy for the Project, the City shall make a finding of compliance with this Chapter. Such a finding shall be issued if:

- (a) The City determines after a review of the Certification that the Owner, Contractor and any subcontractors have complied with the provisions of this Chapter; and
- (b) The City has not received any information that the Labor Commissioner has found violations of Labor Code sections 226 or 2810.5 regarding construction work performed on the Project.

III-32-7.00 - Bonds Required for Correction of Violation

If the City determines that the Owner, Contractor or any subcontractor has failed to comply with the provisions of this Chapter, or if the Labor Commissioner has found violations of Labor Code sections 226 or 2810.5, the City may issue a certificate of occupancy, only if the Owner or Contractor can provide evidence of the existence of a

labor payment and/or lien release bond, in a form and amount sufficient to ensure that any wage claims and penalties can be fully paid.

III-32-8.00 - Conditions of Approval; Enforcement

The requirements of this Chapter may be included as a condition of approval of any land use entitlement required for any Project that is subject to this Chapter. Failure to comply with the requirements of any provision of this Chapter shall be grounds for issuance of an administrative citation pursuant to Title I, Chapter 21 of the Milpitas Municipal Code and/or the potential revocation or modification of any land use entitlement issued for the Project.

III-32-9.00 - Private Right of Action

Nothing in this Chapter shall be interpreted to authorize a right of action against the City.

SECTION 3. SEVERABILITY

The provisions of this Ordinance are separable, and the invalidity of any phrase, clause, provision or part shall not affect the validity of the remainder.

SECTION 4. EFFECTIVE DATE AND POSTING

In accordance with Section 36937 of the Government Code of the State of California, this Ordinance shall take effect thirty (30) days from and after the date of its passage. The City Clerk of the City of Milpitas shall cause this Ordinance or a summary thereof to be published in accordance with Section 36933 of the Government Code of the State of California.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Consider Recommendations from Mayor Tran for Appointments for City Commissions
Category:	Reports of Mayor and Councilmembers
Meeting Date:	3/2/2021
Staff Contact:	Mayor Tran, 408- 586-3029
Recommendation:	Receive Mayor Tran's recommendations and approve recommendations for final appointment by the Mayor for the Veterans Commission, Energy & Environmental Sustainability Commission, Community Advisory Commission, Economic Development and Trade Commission, and Parks, Recreation, and Cultural Resources Commission.

Background:

The City of Milpitas has 12 Commissions, with the members appointed by the Mayor and confirmed by the City Council, that advise the Milpitas elected officials on a variety of community interest and policy areas. Mayor Tran is making the following recommendations for new appointments to Commissions and removal of two Commissioners.

Veterans Commission

Newly appoint Pastor Rey Lingad to serve as an alternate commissioner with a term to expire in February 2022.

Energy & Environmental Sustainability Commission

Reappoint Christopher Salian to serve as a commissioner with a term to expire in October 2023.

Community Advisory Commission

Newly appoint Aileen Zhong to serve as a commissioner with a term to expire in January 2024.

Economic Development and Trade Commission

Newly Appoint Parkash Daryani to the resident seat with a term to expire in April 2021.

Parks, Recreation, and Cultural Resources Commission

1. Reappoint Kristal Caidoy to serve as a Commissioner with a term to expire in June 2023.
2. Reappoint Becky Strass and move her from Alternate 1 to a Commissioner seat with a term to expire in June 2023.
3. Newly appoint Rondi Jackson as the new Alternate 1 with a term to expire in June 2023.
4. Newly appoint Joseph Ehardt as the new Alternate 2 with a term to expire in June 2023.

Analysis:

Any resident interested in serving on a City Commission must submit a commission application to the City. Additionally, appointees to the Planning Commission must be registered voters in Milpitas and may not hold any other public office or employment in the government of the City of Milpitas.

The City Clerk's Office confirms each applicant's residency and current voter registration (if applicable). All recommended commissioner appointments have been reviewed and confirmed by the City Clerk's office.

Fiscal Impact:

There is no fiscal impact associated with this item.

Recommendation:

Receive Mayor Tran's recommendations and approve recommendations for final appointment by the Mayor for the Veterans Commission, Energy & Environmental Sustainability Commission, and Community Advisory Commission; and approve recommendation of two removals by the Mayor for the Parks, Recreation, and Cultural Resources Commission.

Attachments:

All current applications on file:

- Veterans Commission
- Energy & Environmental Sustainability Commission
- Community Advisory Commission
- Economic Development and Trade Commission
- Parks, Recreation, and Cultural Resources Commission
- Letters for Reappointment

#252

COMMISSION/COMMITTEE APPLYING FOR:	Veterans Commission
Name	Reynaldo Alvarez Lingad, Sr
Address Type	Residence
Address	
City	Milpitas
Postal/Zip Code	95035
Mobile Number	
E-Mail Address	

Present Employer	City of Milpitas (School Crossing Guard)
Other Phone	(408) 946-3361
Business Address (Optional)	455 East Calaveras Boulevard
City	Milpitas
Postal / Zip code	95035

Occupation	School Crossing Guard
College, Professional, Vocational, or other schools attended	College of Alameda

List community organizations to which you belong or have belonged (additional information may be attached).

Name of Organization	Northside Harvest Baptist Church
Member	Elders

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).

Branch of Military	1975 US Marines/1976-1980 US Navy
Officer	Non commission
Date	Feb 23, 2021

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.

Reynaldo Lingad Sr.

Appointments to Commissions or Committees are made by the Mayor with the concurrence of the City Council. Applications not acted upon will expire after one year from the date submitted unless renewed by the applicant. Once submitted, your application will be submitted to the City Clerk.

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

COMMISSION APPLYING FOR:

Name

Veterans Commission

Address Type

Christopher Raye Martin

Address

Residence

City

Milpitas

Postal/Zip Code

95035

Mobile Number

E-Mail Address

City Clerk's Office

SEP 29 2020

RECEIVED

Present Employer

Department Of Veteran's Affairs

Business Address (Optional)

3801 Miranda Ave

City

Palo Alto

Postal / Zip code

94304

Occupation

Lead Medial Support Assistant

Education: If Youth Advisory Commission applicant, indicate your grade/school:

A BS in Health Care Management

College, Professional, Vocational, or other schools attended

Community College of the Air Force, Deanza, Devry

Major Subject

Health Care Management

Degree

BS

List community organizations to which you belong or have belonged (additional information may be attached).

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).

Branch of Military

United States Air Force

Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):

As a US Air Force Vet and VA employee I have over 20 years experience with interactions with my fellow veterans.

Date

Sep 26, 2020

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.

Christopher Raye Martin

Appointments to Commissions or Committees are made by the Mayor with the concurrence of the City Council. Applications not acted upon will expire after one year from the date submitted unless renewed by the applicant. Once submitted, your application will be submitted to the City Clerk.

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

COMMISSION APPLYING FOR:

Veterans Commission

City Clerk's Office

OCT - 8 2020

RECEIVED

Name

Puneet Sandhu

Address Type

Business

Address

City

Milpitas

Postal/Zip Code

95035

Mobile Number

E-Mail Address

Present Employer

Milpitas Smild Design

Other Phone

(510) 825-0445

City

Milpitas

Postal / Zip code

95035

Occupation

Dentist

College, Professional, Vocational, or other schools attended

UCLA school of dentistry

Degree

Doctor of dental surgery

List community organizations to which you belong or have belonged (additional information may be attached).

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).

Branch of Military

USAF

Officer

Major

Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):

Have several businesses in Milpitas so I am personally vested in the growth and progress of the city . I have a strong sense of community and a calling to serve my fellow veterans

Date

Oct 07, 2020

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.

Puneet Sandhu

Appointments to Commissions or Committees are made by the Mayor with the concurrence of the City Council. Applications not acted upon will expire after one year from the date submitted unless renewed by the applicant. Once submitted, your application will be submitted to the City Clerk.

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

COMMISSION APPLYING FOR:

Economic Development and Cultural Trade Commission

Name

Lai Mui (Erica) Chan

Address Type

Residence

Address**City**

Milpitas

Postal/Zip Code

95035

Mobile Number**E-Mail Address**

City Clerk's Office

SEP 29 2020

RECEIVED

Present Employer

Cisco Systems (leaving Oct 30, 2020)

Occupation

Supply Chain Manager

College, Professional, Vocational, or other schools attended

San Diego State University

Major Subject

Business

Degree

MBA

List community organizations to which you belong or have belonged (additional information may be attached).**Name of Organization**

Up With People

Member

1985

Name of Organization

CMSP

Member

2020

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).**Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):**

I am a seasoned supply chain professional with over 25 year hand on experience. Enjoy working with international communities. Live in Milpitas since 2006 and embrace diversity in the small town setup while developments are ongoing. I hope to contribute. My employment at Cisco will end mid October. Very much available to serve before I start working full time again.

Date

Sep 28, 2020

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.

Lai Mui Chan (Erica)

Appointments to Commissions or Committees are made by the Mayor with the concurrence of the City Council. Applications not acted upon will expire after one year from the date submitted unless renewed by the applicant. Once submitted, your application will be submitted to the City Clerk.

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

COMMISSION/COMMITTEE APPLYING FOR: Economic Development and Cultural Trade Commission

Name Parkash Daryani

Address Type Residence

Address

City Milpitas

Postal/Zip Code 95035

Mobile Number

E-Mail Address

City Clerk's Office

FEB 11 2021

RECEIVED

Present Employer Auriga Corporation

Other Phone (408) 307-4317

Business Address (Optional) 890 Hillview Court, Suite 130

City Milpitas

Postal / Zip code 95035

Occupation Management - President/CEO, Auriga Corporation

Education: If Youth Advisory Commission applicant, indicate your grade/school: Master's Degree in Electrical Engineering

College, Professional, Vocational, or other schools attended United States & Canada

Major Subject Electrical Engineering

Degree M. A. Sc

List community organizations to which you belong or have belonged (additional information may be attached).

Name of Organization India Community Center

Member Past Board Member

Name of Organization High Speed Rail Authority

Member Past Board Member - Business Advisory Council

Name of Organization US Pan Asian American Chamber of Commerce (USPAAC)

Member Past Board Member

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).

Branch of Military NA

Officer NA

Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):

I am long term (32+ years) resident of City of Milpitas. My company - Auriga Corporation is also located in Milpitas. I have vested interest in the Economic Development of the City of Milpitas.

I have served as a Board Member on several Non Profit Organizations in the past 25 years such as India Community Center (ICC), California High Speed Rail Authority (CHSRA) - Business Advisory Council and the United State Pan Asian American Chamber of Commerce (USPAACC).

Previously, I have served as a Member of the President's Economic Advisory Council during the Bush Administration.

Based on my past experience, I believe I can serve the City of Milpitas -Economic Development Commission and contribute positively for the economic development of the City.

Date

Feb 11, 2021

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.

Parkash Daryani

Appointments to Commissions or Committees are made by the Mayor with the concurrence of the City Council. Applications not acted upon will expire after one year from the date submitted unless renewed by the applicant. Once submitted, your application will be submitted to the City Clerk.

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

COMMISSION APPLYING FOR:

Economic Development and Cultural Trade Commission

Name

Romeo Rodriguez Dizon

Address Type

Residence

Address**City**

Milpitas

Postal/Zip Code

95035

Mobile Number**E-Mail Address**

City Clerk's Office

NOV 25 2020

RECEIVED

Present Employer

Atlas Lift Tech, Inc.

Other Phone

(925) 239-3140

Occupation

Chief Financial Officer

Education: If Youth Advisory Commission applicant, indicate your grade/school:

Munster High School

College, Professional, Vocational, or other schools attended

Southern Illinois University @ Carbondale

Major Subject

Accounting

Degree

BS

List community organizations to which you belong or have belonged (additional information may be attached).**If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).****Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):**

Looking to contribute skills and experience that I've gained from my business background to the city of Milpitas, participate and contribute to its successful growth within the Silicon Valley.

Date

Nov 25, 2020

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.

Romeo Rodriguez Dizon

Appointments to Commissions or Committees are made by the Mayor with the concurrence of the City Council. Applications not acted upon will expire after one year from the date submitted unless renewed by the applicant. Once submitted, your application will be submitted to the City Clerk.

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

COMMISSION APPLYING FOR:

Economic Development and Cultural Trade Commission

Title

Mr.

Name

Marshall E. Jones

Address Type

Residence

Address**City**

Milpitas

Postal/Zip Code

95035

Mobile Number**E-Mail Address**

City Clerk's Office

JUL 15 2020

RECEIVED

Present Employer

Prestige Global Meeting Source

City

Milpitas

Postal / Zip code

95035

Occupation

Vice President of Regional Sales

Education: If Youth Advisory Commission applicant, indicate your grade/school:

Bachelor of Science, Hospitality Management

College, Professional, Vocational, or other schools attended

Georgia State University

Major Subject

Hospitality

Degree

Bachelor of Science

List community organizations to which you belong or have belonged (additional information may be attached).**Name of Organization**

SV Creates

Member

Executive Board

Name of Organization

SVO

Member

Board

Name of Organization

Silicon Valley Capital Club

Member

Board of Governors

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).**Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):**

I have devoted most of my life to the pursuit of Hospitality. Over the years, I have worked in numerous other states in Hotels or a complimenting business. I also am an adjunct professor at San Jose State University. There I teach in the hospitality department. I have lead many successful teams and coordinated with the local government and key stakeholders to insure that business was a win/win for the client, business and the community.

Date

Apr 04, 2020

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.

Marshall E. Jones

COMMISSION APPLYING FOR:

Economic Development and Cultural Trade Commission

Title

Ms.

Name

Rudaba Nazir Khan

Address Type

Residence

Address**City**

Milpitas

Postal/Zip Code

95035

Mobile Number**E-Mail Address**

City Clerk's Office

MAR 13 2020

RECEIVED

Present Employer

student at UC Davis

Other Phone

(408) 956-8246

Business Address (Optional)

1620 Pinewood Way

City

Milpitas

Postal / Zip code

95035

Occupation

Student

Education: If Youth Advisory Commission applicant, indicate your grade/school:

UC Davis

College, Professional, Vocational, or other schools attended

UC Davis

Major Subject

Pre law/International Relations

Degree

BA

List community organizations to which you belong or have belonged (additional information may be attached).**Name of Organization**

NAACP

Member

former President

Name of Organization

DASB

Member

Vice chair of Administration committee

Name of Organization

1998

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).**Date**

Mar 13, 2020

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.

Rudaba Nazir Khan

Appointments to Commissions or Committees are made by the Mayor with the concurrence of the City Council. Applications not acted upon will expire after one year from the date submitted unless renewed by the applicant. Once submitted, your application will be submitted to the City Clerk.

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

COMMISSION/COMMITTEE APPLYING FOR: Economic Development and Cultural Trade Commission

Name William Lam

Address Type Residence

Address

City Milpitas

Postal/Zip Code 95035

Mobile Number

E-Mail Address

City Clerk's Office

JAN 27 2021

RECEIVED

Present Employer selfemploy

Occupation Consultant

Education: If Youth Advisory Commission applicant, indicate your grade/school: MS EE and BS EECS

College, Professional, Vocational, or other schools attended UC Berkeley and SJ State

Major Subject Electronics

Degree MS

List community organizations to which you belong or have belonged (additional information may be attached).

Name of Organization MCTV

Member COO

Name of Organization Parcel Tax Oversight committee

Member Former President

Name of Organization MHS SSC

Member President

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).

Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):

I was a member of Technology Commission for over 16 years, I am currently the COO of MCTV, Former President of Parcel tax Oversight Committee for Milpitas Unified School District and Current President of School Site Council for Milpitas High School. I am also an active member and former President of Community Board Advisory Committee for the MUSD. I worked for the semiconductor industry as an Engineering Management for many years. I am also a member of Voice of Milpitas and an active volunteer in Milpitas community.

Date Jan 26, 2021

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.

William Lam

Appointments to Commissions or Committees are made by the Mayor with the concurrence of the City Council. Applications not acted upon will expire after one year from the date submitted unless renewed by the applicant. Once submitted, your application will be submitted to the City Clerk.

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

COMMISSION/COMMITTEE APPLYING FOR:

Economic Development and Cultural Trade Commission

Name

Urvishkumar Mehta

Address Type

Residence

Address

[REDACTED]

City

Milpitas

Postal/Zip Code

95036

Mobile Number

[REDACTED]

E-Mail Address

[REDACTED]

City Clerk's Office

FEB 22 2021

RECEIVED

Present Employer

Sonoma County Hot Air Balloon

Other Phone

(650) 691-5355

Business Address (Optional)

POBOX 362116

City

Milpitas

Postal / Zip code

95036

Occupation

Space Architech

College, Professional, Vocational, or other schools attended

University of California Santa Cruz

Major Subject

Computer Programmimg

Degree

Masters

List community organizations to which you belong or have belonged (additional information may be attached).**Name of Organization**

Sonoma County Hot Air Balloon

Member

Board Member

Name of Organization

Second Harvest Food Bank

Member

Team Leader

Name of Organization

MobileIron

Member

Director

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).**Branch of Military**

Navy

Officer

E-7

Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):

Linux Architecture And Programming
Data Center Architecture

Milpitas City Council
Science Innovation and Technology Commission
Energy and Environmental Sustainability Commission
Economic and Development Trade Commission
Planning Commission
Community Advisory Commission
Measure F - General Oversight Commission
Public Safety and Emergency Preparedness Commission
Arts Commission
Veterans Commission

Date

Feb 19, 2021

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the left.

Appointments to Commissions or Committees are made by the Mayor with the concurrence of the City Council. Applications not acted upon will expire after one year from the date submitted unless renewed by the applicant. Once submitted, your application will be submitted to the City Clerk.

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

COMMISSION APPLYING FOR:

Economic Development and Cultural Trade Commission

Name

KISHAN PATEL

Address Type

Business

Address**City**

Milpitas

Postal/Zip Code

95035

Mobile Number**E-Mail Address**

City Clerk's Office
SEP 17 2020
RECEIVED

Present Employer

RLH Corporation

Occupation

VP of Franchise Development, Hotel Owner

College, Professional, Vocational, or other schools attended

Saint Mary's College of California

Major Subject

INTERNATIONAL MANAGEMENT

Degree

MBA

List community organizations to which you belong or have belonged (additional information may be attached).**Name of Organization**

Asian American Hotel Owner's Association

Member

Member

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).**Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):**

Owner of 2 hotels in Milpitas, 1 in Mountain View, 1 in San Francisco, 1 in Texas, 1 in Louisiana

Owner of 2 Commercial Real Estate properties in Milpitas

Owner of 1 Apartment Building in San Francisco

VP of Franchise Development - RLH Corporation

Date

Sep 09, 2020

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.

Kishan Patel

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NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

COMMISSION/COMMITTEE APPLYING FOR:

Economic Development and Cultural Trade Commission

Name

Krishna Sheelam

Address**City**

MILPITAS

Postal/Zip Code

95035

Mobile Number**E-Mail Address**

City Clerk's Office

JAN 22 2021

RECEIVED

Present Employer

OpenText

Other Phone

(650) 645-3000

Business Address (Optional)

2950 S Delaware St

City

SAN MATEO

Postal / Zip code

94403

Occupation

Principal Technical Program Manager

Education: If Youth Advisory Commission applicant, indicate your grade/school:

Master of Business Administration

College, Professional, Vocational, or other schools attended

Bachelor of Engineering

Major Subject

Finance/IT

Degree

MBA

List community organizations to which you belong or have belonged (additional information may be attached).**Name of Organization**

Balaji Matha

Member

Secretary

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).**Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):**

Dear Sir/Madam,

I have been living in BayArea from last 18 years and moved to Milpitas in 2013. I worked in Engineering leadership positions at Hewlett Packard Inc and currently work at OpenText as Principal Technical Program Manager. In my current role and in past at HP inc, i have worked with many enterprises on implementing new technologies, solutions and worked with HP labs to bring cutting edge technologies to solve business problems and was instrumental in setting up Banking Innovation Center. I actively participate in community programs and also serve as Secretary at Balaji Matha Temple in san jose organizing various programs like free health camps, food for homeless and needy, free wellness programs like meditation, yoga etc. With my experience both on the technology side and involvement with community activities, i would be able to help evaluate and recommend Information technology services for Milpitas community. Thank you for considering me and look forward to hear from you.

Regards
Krishna**Date**

Jan 21, 2021

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.

Krishna Sheelam

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NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

COMMISSION APPLYING FOR:

Economic Development and Cultural Trade Commission

Name

Viera Wardell

Address Type

Business

Address

[REDACTED]

City

Milpitas

Postal/Zip Code

95035

Mobile Number

[REDACTED]

E-Mail Address

[REDACTED]

City Clerk's Office
MAR 04 2020
RECEIVED

Present Employer

Element San Jose Milpitas

Occupation

Director of Sales

College, Professional, Vocational, or other schools attended

Economics

Major Subject

Economics

Degree

Economics

List community organizations to which you belong or have belonged (additional information may be attached).**Name of Organization**

SVBTA

Member

yes

Name of Organization

Element & AC hotels San Jose Milpitas

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).**Date**

Mar 04, 2020

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.

Viera Wardell

Appointments to Commissions or Committees are made by the Mayor with the concurrence of the City Council. Applications not acted upon will expire after one year from the date submitted unless renewed by the applicant. Once submitted, your application will be submitted to the City Clerk.

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

COMMISSION APPLYING FOR:

Economic Development and Cultural Trade Commission

Name

Jason Wong

Address Type

Residence

Address**City**

Milpitas

Postal/Zip Code

95035

Mobile Number**E-Mail Address**

City Clerk's Office

DEC -7 2020

RECEIVED

Present Employer

Roblox

Business Address (Optional)

1446 Saratoga Dr

City

Milpitas

Postal / Zip code

95035

Occupation

Product Manager

Education: If Youth Advisory Commission applicant, indicate your grade/school:

Masters, Bachelors

College, Professional, Vocational, or other schools attended

Cornell University

Major Subject

Computer Science, Applied Economics and Management

Degree

Masters, Bachelors

List community organizations to which you belong or have belonged (additional information may be attached).**Name of Organization**

Chess for Kids

Member

Founder

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).**Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):**

I believe that I have the critical thinking skills to understand all stakeholders within the Milpitas economy, and to ultimately improve it.

Date

Dec 05, 2020

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.



Appointments to Commissions or Committees are made by the Mayor with the concurrence of the City Council. Applications not acted upon will expire after one year from the date submitted unless renewed by the applicant. Once submitted, your application will be submitted to the City Clerk.

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

FEB 22 2021

RECEIVED

#244

COMMISSION/COMMITTEE APPLYING FOR: Community Advisory Commission

Name Aileen Zhong

Address Type Residence

Address

City Milpitas

Postal/Zip Code 95035

Mobile Number

E-Mail Address

Present Employer Booster Fuels

Occupation Policy Associate

Education: If Youth Advisory Commission applicant, indicate your grade/school: Bachelor's Degree

College, Professional, Vocational, or other schools attended UC Davis

Major Subject Political Science & Sociology

Degree BA

List community organizations to which you belong or have belonged (additional information may be attached).

Name of Organization IGNITE

Member Advisory Board Member

Name of Organization New Leaders Council

Member Fellow

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).

Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):

I graduated from Milpitas High School in 2009 and following graduation I attended community college and ultimately transferred to UC Davis. Since then I have been involved in various grassroots advocacy campaigns and worked on state/local policies that helped improve the lives of our students and women of color. I hope to bring my experience working with the community and policymakers to the Community Advisory Commission. Additionally, I hope to be a voice for my generation and the community through the commission to bridge the gap between government and the people who live here. I love my home and I hope to be able to give back to a community that has given me so much.

Upload a File AileenZhong Resume.pdf

Date Feb 07, 2021

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.

A handwritten signature in black ink, consisting of a large, stylized 'C' followed by a series of loops and a final horizontal stroke.

Appointments to Commissions or Committees are made by the Mayor with the concurrence of the City Council. Applications not acted upon will expire after one year from the date submitted unless renewed by the applicant. Once submitted, your application will be submitted to the City Clerk.

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

COMMISSION/COMMITTEE APPLYING FOR:

Parks, Recreation and Cultural Resources Commission

Name

Joseph C Ehardt

Address Type

Residence

Address**City**

Milpitas

Postal/Zip Code

95035

Mobile Number**E-Mail Address**

City Clerk's Office
FEB 09 2021
RECEIVED

Present Employer

Retired

Other Phone**College, Professional, Vocational, or other schools attended**

University of California at Berkeley

Major Subject

English

Degree

B.A.

List community organizations to which you belong or have belonged (additional information may be attached).**Name of Organization**

Milpitas Historical Society

Member

Board of Directors

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).**Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):**

In my capacity as docent of the Society's annual historical tour, Director of Archives, and Director of Educational Outreach, I have engaged in extensive research into the history of Milpitas.

Date

Feb 09, 2021

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.

Joseph Ehardt

Appointments to Commissions or Committees are made by the Mayor with the concurrence of the City Council. Applications not acted upon will expire after one year from the date submitted unless renewed by the applicant. Once submitted, your application will be submitted to the City Clerk.

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

COMMISSION APPLYING FOR:

Parks, Recreation and Cultural Resources Commission

Name

Fernando Rosendo Guerrero

Address Type

Residence

Address**City**

Milpitas

Postal/Zip Code

95035

Mobile Number**E-Mail Address**

City Clerk's Office
JUL 21 2020
RECEIVED

Present Employer

ACCO engineered systems

City

San Leandro

Occupation

Sheetmetal worker

List community organizations to which you belong or have belonged (additional information may be attached).

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).

Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):

I have grown up here in Milpitas the majority of my life I have coached multiple sports here in Milpitas including baseball football and soccer with the Pal program I have a son who is a milpitas high school graduate and two more sons attending Weller school. We are constantly hiking in the Milpitas Hills and around our community

Date

Jul 20, 2020

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.

Fernando Guerrero

Appointments to Commissions or Committees are made by the Mayor with the concurrence of the City Council. Applications not acted upon will expire after one year from the date submitted unless renewed by the applicant. Once submitted, your application will be submitted to the City Clerk.

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

COMMISSION/COMMITTEE APPLYING FOR:

Parks, Recreation and Cultural Resources Commission

Name

Rondi Kaye Jackson

Address Type

Residence

Address**City**

Milpitas

Postal/Zip Code

95035

Mobile Number**E-Mail Address**

City Clerk's Office

JAN 29 2021

RECEIVED

Present Employer

SyCal Engineering Inc.

Business Address (Optional)

400 Oyster Point Blvd #215

City

South San Francisco

Postal / Zip code

94080

Occupation

Accounting/office administrator

College, Professional, Vocational, or other schools attended

California State University, Chico

Major Subject

Recreation Administration

Degree

BA 12/79

List community organizations to which you belong or have belonged (additional information may be attached).**Name of Organization**

Milpitas Young Life

Member

Staff/volunteer

Name of Organization

PAL Soccer

Member

Commissioner/treasurer

Name of Organization

PAL Executive Board

Member

Chairperson

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).**Branch of Military**

none

Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):

I have been a resident of Milpitas for 38 years.

I care deeply for Milpitas community.

I feel strongly about having wonderful parks, recreation and cultural experience in Milpitas.

I want Milpitas to honor its history and also remain current, serving our community.

Date

Jan 29, 2021

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.

Rondi K. Jackson

Wendy Wood

From: Kristal C
Sent: Tuesday, February 23, 2021 10:27 AM
To: Wendy Wood; Rich Tran; Renee Lorentzen
Subject: [BULK] Fwd: Email for Re-appointment

Importance: Low

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links.

Good Morning,

I would like to be reappointed to the Parks, Recreation and Cultural Resources Commission. I am happy to continue my term to serve and represent our community.

Thanks,

Kristal Caidoy

Becky Strauss

Milpitas, CA

February 26, 2021

Hello Mayor Tran,

I wanted to reach out to let you know I would like to be reappointed to the Parks, Recreation and Cultural Resources Commission. I have enjoyed my previous term and would like to continue to serve and represent our community!

I am hoping you will consider me again for this position, that I enjoy so much and feel I can contribute So much more.

Thank you for your consideration.

Best,

Becky Strauss
Milpitas, CA

Wendy Wood

Subject: FW: Mr Mayor I would like to continue serving community the Energy and Environmental Sustainability

From: Chris Salian

Sent: Thursday, February 11, 2021 12:53 PM

To: Rich Tran <rtran@ci.milpitas.ca.gov>

Cc: Elaine Marshall <emarshall@ci.milpitas.ca.gov>

Subject: Mr Mayor I would like to continue serving community the Energy and Environmental Sustainability

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links.

Hello Mr Mayor

This is to inform you that I have been living in The City of Milpitas since 1989 raised and educated all my 3 children from Milpitas High, I have in the Environmental Sustainability for last 10+ years

A brief introduction of myself I an engineer and a business owner worked for Quantum in Milpitas Worked for Seagate , HMT, and then to Lightwave Micro System. Had a supper market in Aptos Santa Cruze at present I am retired.

I would like to give back to community which has given so much to me and my family in short I would like to stay serving as commissioner

Regards

Chris Salian

(408)472-5046

chrissaliam@comcast.net

Sent by iPhone 11 pro Max



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Per Mayor's Recommendations, Appoint Seven Members and Two Alternate Members to the Measure F Oversight Committee
Category:	Reports of Mayor and Councilmembers
Meeting Date:	2/2/2021
Staff Contact:	Mayor Rich Tran, 408-586-3029
Recommendation:	Per Mayor's Recommendations, Appoint Seven Members and Two Alternate Members to the Measure F Oversight Committee for 3-year terms to expire in March 2024

Background:

On August 4, 2020 the Milpitas City Council unanimously placed Measure F – the City of Milpitas Public Services Measure – on the November ballot for voter consideration. As part of the November 3rd General Election, voters approved Measure F with 60.36% of ballots cast supporting the local sales tax. The Measure enacted a ¼ cent sales tax for 8 years. Measure F funds will help maintain the City's finances and prevent reductions to vital City public safety, youth, senior and other services.

On October 6, 2020, consistent with Measure F, the City Council adopted a resolution to establish the Measure F Oversight Committee (Committee) subject to voter approval of the measure. The Committee members of the seven-member advisory body with two alternate members may serve on the Committee for up to a maximum of three three-year terms. Members of the Committee are required to be residents of our City and it is preferred they possess areas of expertise and/or are advocates for (1) Business and/or residential community; (2) Municipal or governmental services operations; and/or (3) Municipal finance, taxation, budgeting, and/or accounting.

On January 11, staff launched an outreach campaign to solicit applications from residents to serve on the Committee. The call for applications was prominently displayed on the landing page of the City's website and advertised through the City's social media channels. Additionally, the City Manager contacted commissioners and community leaders asking them to serve on the Committee or referring the opportunity to serve to other qualified candidates. The application period closed on February 8.

Analysis:

Prior to the Council Meeting, Mayor Tran's recommendations for committee and alternate committee members will be attached to this report.

Recommendation:

Per Mayor's Recommendations, Appoint Seven Members and Two Alternate Members to the Measure F Oversight Committee for 3-year terms to expire in March 2024

Attachments:

Bylaw Addendum Measure F Oversight Committee
List of Proposed Committee and Alternate Committee Members

CITY OF MILPITAS
COMMISSION BYLAWS
Addendum: Measure F Oversight Committee

The Measure F Oversight Committee was established by the Milpitas City Council on October 6, 2020 subject to voter approval on November 3, 2020 of Measure F, a ¼ cent Sales Tax Measure with a sunset of the tax in eight years.

Advisory Area

This Committee advises the Council by Committee motion regarding staff recommendations, a report furnished and approved by the Committee, and/or at a City Council meeting:

- Annually, as part of the development of the budget, review the projected revenues and recommended expenditures for the funds generated by Measure F
- Annually, after the end of the Fiscal Year review status of programs and services, funded wholly or partially with proceeds from Measure F
- Receive annual presentations from the City's sales and use tax consultant and the City's independent financial auditor.

Membership

While not required, it is preferred that Members of the Measure F Oversight Committee possess the following areas of expertise and/or are advocates for:

- Business and/or residential community
- Municipal or governmental services operations
- Municipal finance, taxation, budgeting, and/or accounting

Meetings

The Measure F Oversight Committee shall hold quarterly meetings the 3rd Wednesdays of March, June, September, and December at 7:00 PM at the Committee Conference Room in City Hall, or at another designated location.

**MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS**

Request No.	Topic	Submitted by	A, F, CM, or CCM	Date requested or Rec'd Form	STATUS and/or DATE scheduled on City Council meeting agenda:
2021					
	Amendment to the existing ordinance for third-party food delivery vendor services to prohibit regulatory response fees	Phan	A	2/16/2021	Tentatively scheduled for discussion on 3/16/2021
	Discussion to explore opportunity housing and prohibit single family zoning	Phan	A	2/16/2021	

2021	TOPICS SCHEDULED OR COMPLETED				
	Agendize a discussion on the distribution of vaccines, looking equity and ethnicity and consider drafting a letter to the County	Dominguez	A	2/16/2021	Agendized for discussion on 3/2/2021
	Consider change in Commission structure, on term limits	Tran	A	12/15/2020	Agendized for discussion on 1/5/2021; approved update on 1/19/2021
	Performance Evaluation (Contract) of City Attorney	Tran	A	1/5/2021	2/2/2021 closed session item
	Allocation of \$50,00 Fund toward Hotel Vouchers for Homeless Residents during Cold Winter Months	Chua		2/2/2021	Agendize on 2/16/2021 for discussion
	Update on trash problems in homeless camps	Chua	A	1/19/2021	Info memo was sent on 1/24/2021
	BMR Homes sub-lease option during COVID-19	Chua	A	1/19/2021	CAO will send Info Memo in late Feburary/early March
	Vaccine distribution plan - add testing locations and expedite mass vaccine distribution	Phan	A	1/19/2021	Info Memo will be sent to Council in March
	Emergency power resources during COVID-19	Phan	A	1/19/2021	Information will be prepared for Council in April

**MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS**

	PG&E power outage plans for City	Tran	A	1/19/2021	PG&E will provide an update to Council on 3/16/2021
	Discuss impacts fees for Midtown	Montano	CCM	1/5/2021	Info Memo to Council in March
	Update on planning grant for ADU marketing.	Chua	A	1/5/2021	Target date: 4/6/2021
	Establish "ADU Mondays"	Chua	A	1/5/2021	Completed
	Amend Accessory Dwelling Units (ADU) ordinance to address unpermitted ADUs	Chua	A	1/5/2021	Target date: 3/16/2021
	Update "My Milpitas" App for COVID-19 information	Phan	A	1/5/2021	Completed
	Postponement (not waiver) of City business fees towards spring.	Tran	A	1/5/2021	Approved on 2/16/2021
	Expedite process for Measure F Oversight Committee	Chua	A	12/15/2020	Agendized on 2/16/2021; 3/2/2021
	Report from staff on 2nd federal stimulus package - action plan on funds	Chua	A	12/15/2020	Info Memo was sent on 12/23/2020
	Form "Beautify Milpitas" subcommittee - for a future Task Force or Commission	Chua	A	12/15/2020	Info Memo to Council in March
	Amend ordinance to remove affordable housing in-lieu fee	Chua	A	12/15/2020	Agendized on 1/5/21, CC direction to agendize for further meeting
	Plan to put utility fines into a fund to help small businesses in the City	Montano	A	12/15/2020	Discussed on at 2/2 Council meeting
	Consider "Old Town" Main St. revitalization, funding, economic dev., improve area	Montano	A	12/15/2020	Info Memo to Council in March
	Ordinance to ban vaping in the City	Montano	A	12/15/2020	Info Memo to Council in March
	Economic Development Corporation (EDC)	Montano	A	12/15/2020 and 01/05/2021	Info Memo to Council in March
	Form a Homelessness Task Force	Tran	A	12/15/2020	Agendized for discussion on 1/5/2021; CC direction to agendize the formation for further discussion at a future Meeting
	Review City policy on speed bumps	Tran	A	12/15/2020	Subcommittee on 2/12

**MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS**

	TOPICS DEFERRED INDEFINITELY					
	Return of Worker Recall Protection	Dominguez	A	1/19/2021		2/2/2021 deferred indefinitely
	Revise Community Garden Strategy	Dominguez	A	1/5/2021		2/2/2021 deferred indefinitely
	Pollination protection	Dominguez	A	1/5/2021		2/2/2021 deferred indefinitely
	Schedule and host a "Milpitas Business Expo" in late 2021	Chua	A	12/15/2020		2/2/2021 deferred indefinitely
	Propose building height limits in area east of Milpitas Blvd.	Tran	A	12/15/2020		2/2/2021 deferred indefinitely
	Consider satellite consular offices (post Covid)	Montano	A	6/2/2020		2/2/2021 deferred indefinitely

2020	TOPICS SCHEDULED OR COMPLETED					
	Discussion of Minute Man as City's image, when City branding comes back	Phan	A	8/18/2020		Discuss when report on "Branding" is on CC agenda in 2021
	Consider adding state certification NEC for electrical work done in the City (safety)	Dominguez	A	6/30/2020		Unnecessary (staff is cert.)
	Establish a Day Worker Program	Montano	A	6/16/2020		Mayor & Vice Mayor brainstorm in future
	Form a Historical Commission	Montano	A	6/2/2020		Already part of PRCRC. Can discuss with all Commissions on 01-05-2021
	Mayor shall recommend a Milpitas resident to serve on VTA Bike Committee	Dominguez	A	11/17/2020		12/15/20: resident Kristal Caidoy appointed to VTA BPAC
	Vote on County 2020-2025 Plan to end Homelessness	Dominguez	A	11/17/2020		12/1/20 adopted Resolution in support
	Revisit contract provisions of executive staff (CM + CA) best working environment	Phan	A	11/10/2020		Discussed @Closed Session 11/17/2020
	Revisit CC Housing Subcommittee, consider dismantling ; bring items to Council	Dominguez	A	11/10/2020		12/01/20: Did not vote to eliminate Subcommittee

**MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS**

Discuss a "safety first" or other event in lieu of National Night Out (per CAC)	Phan (Nuñez)	A	10/20/2020	Dec. 15: for 2021 @Public Safety month, new Police Chief
Emergency request to cap rents on small businesses (tenants) in Milpitas	Dominguez	A	10/6/2020	On 12/01/20. Not supported
Opportunity to share ideas for US census & on City "sponsored" events	Dominguez	A	9/1/2020	12/01: remove census topic, move events to CC retreat 2021
Bring back update report & discuss status of playing fields for girls' softball in Milp.	Dominguez	A	10/20/2020	To City/Schools Subcomm. then CC. See C. Montano 10/14 Bobby Sox softball
Consider naming "Milpitas Hills"	Dominguez	A	10/20/2020	to Econ. Dev. Commission first. Return later to City Council
Discuss budget reductions in next FY with input from residents, employees	Nuñez	A	10/6/2020	on 10/20/2020, to 11/10, 11/17
Discuss potential litigation - re: govts' action on Jamboree-Project Homekey	Tran	A	10/6/2020	multiple Closed Sessions - Oct. 2020
Resolution on financial status of the City, steps to be taken	Nuñez	A	8/18/2020	Resolution adopted 9/01/2020
Require implicit bias training for City Council, Commissioners & staff	Dominguez	A	6/16/2020	approved 8/18/2020
Read "Code of Conduct" aloud prior to each City Council meeting	Montano	A	6/2/2020	approved 8/18/2020. City Attorney began this practice 9/01/20
Discussion/staff report on Beautify Milpitas, graffiti abatement, resources	Montano	A	6/30/2020	8/18/20: Directed to staff develop program requiring min. staff resource & return to CC
Celebrate Mexican Independence Day annually on September 16	Montano	A	6/2/2020	approved on consent 8/18/2020
Consider change in term limits for Mayor + Councilmembers	Montano	A	6/16/2020	8/4/2020: Voted 3 -2 to pursue
Discussion of campaign finance reform and/or Open Government Ordinance	Phan	A	6/30/2020	withdrawn @8/4/2020 CC meeting
Community Workforce Agreement (PLA)	Nuñez	A	2/18/2020	find CIP projects to apply & work w/labor
Responsible Construction Ordinance	Phan	A	2/4/2020	8/4/2020: City Atty shall return with
List of city charges/costs that could be waived for small businesses	Dominguez	A	6/16/2020	6/30/2020 info memo
Emergency item for next agenda: extend tenant eviction protections	Dominguez	A	6/16/2020	withdrawn, covered by other govt

**MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS**

	Discussion on possible tax measures	Tran, Phan	A	4/21/2020	5/15/2020
	Support for Laura's Law	Phan	A	2/4/2020	5/19/2020
	(possible ban on vaping - no) Restrict smoking in multi-unit bldgs - yes	Montano	A	1/7/2020	Ordinance pending. Discussed 3/03/2020 Affirmed 6/02/2020
	Resolution in support of elimination of	Dominguez	A	1/7/2020	5/19/20 Reso. Adopted
	Request for Dumpster Days	Tran	A	1/7/2020	(from 2019) 5/12/2020 in FY 2020-21
	Adopt Resolution similar to County's re: xenophobia, discrimination	Dominguez	A	4/21/2020	5/5/2020
	Support community distribution of masks	Dominguez	A	4/7/2020	4/21/2020
	Proclamation and support for face coverings	Montano	A	4/7/2020	4/21/2020. CC directed City Manager to
	Establish Milpitas coronavirus testing site	Phan	A	4/7/2020	done
	Consider Community Museum and Park on Main St.	Nuñez, Phan	F	8/20/2019	to Rules 3/24 and 6/02/2020. 8/23/2019 Pending
	Discuss having 4th of July parade	Nuñez	A	2/18/2020	not under discussion
	Parade for MHS Trojans Football	Tran, City Ma	A	1/21/2020	1/28/2020
	Report on speed cameras like Fremont (radar displays) - no enforcement	Phan	A	1/7/2020	1/28/2020, 3/24/2020, 4/14/2020
	Street/traffic calming update	Nuñez	A	1/7/2020	3/3/2020
	Report on parking in The Pines	Nuñez	A	1/7/2020	2/18/2020
	Info. on new SB 50 (housing, transit bill)	Phan	A	1/7/2020	by memo to City Council

2019	TOPICS SCHEDULED OR COMPLETED				To Rules Subcom
	Establish Railroad quiet zone	Tran, Montan	F	9/17/2019	report from City Engineer on 11/17/2020
	Have "Dumpster Days"	Tran, Montan	F	9/17/2019	9/20/2019 5/12/2020 in FY 2020-21 budget

**MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS**

	Rename portion of Dixon Landing Rd. as Barack	Nuñez, Phan	F	8/20/2019	8/23/2019	deferred indefinitely
	Maintain Dagupan, P.I. as a Sister City	Tran, Montan	F	9/17/2019	9/20/2019	12/17/2019
	Add Green Bike Lanes	Tran, Montan	F	9/17/2019	9/20/2019	done - in CIP
	Rename Augustine Park to include "Sunnyhills"	Tran, Montan	F	9/17/2019	9/20/2019	2/4/2020
	Community Theater, perhaps with MUSD	Nuñez, Phan	F	8/20/2019	8/23/2019	5/14/2020 @CIP Study Session
	policy for Proclamations and Commendations	Nuñez, Phan	F	8/20/2019	8/23/2019	withdrawn 6/02/2020
	policy for Social Media	Nuñez, Phan	F	8/20/2019	8/23/2019	withdrawn 6/02/2020

CCM: City Council Meeting

A: @Announcements

F: on a Form

CM: to/from City Manager

MILPITAS CITY COUNCIL AGENDA PREVIEW LIST

MARCH 16, 2021

CLOSED SESSION

INVOCATION (assigned to Councilmember Phan)

PRESENTATION

CONSENT CALENDAR

1. Receive City Council calendar for March and April 2021 (City Clerk)
2. Approve City Council meeting minutes of March 2, 2021 Regular Meeting and March 9, 2021 Special Meeting (City Clerk)
3. Second Reading – Ordinance Clean-up – Responsible Construction (Chris Diaz)
4. Accept the 2020 Emergency Management Performance Grant (EMPG) and Authorize the City Manager or Designee to Execute the Related Agreement with the County of Santa Clara and Approve a Related Budget Amendment (Toni Charlop)

PUBLIC HEARING

5. Introduction of Ordinance (zoning text amendment) – Hotel Parking (Ned Thomas)
6. Introduction of Ordinance (zoning text amendment) – Food Trucks (Ned Thomas)

COMMUNITY SERVICES

7. PG&E Electric Reliability Update presentation (PG&E Representative)
8. Receive Presentation on the Parks and Recreation Master Plan Updates, Recreation and Community Service Fee Assessment and Development of Cost Recovery Policy and Adopt a Resolution Approving Cost Recovery Policy for Recreation and Community Service Department, Project No. 5115 (Steve Erickson)

LEADERSHIP

9. Prioritization of Additional Work Plan Items (Ashwini Kantak / Walter C. Rossmann)

REPORTS

10. Per Councilmember Phan, discuss an amendment to the existing ordinance for third-party food delivery vendor services to prohibit regulatory response fees (Councilmember Phan)
11. Review list of Future Agenda Items Requested by City Councilmembers (Mayor & CC / City Clerk)

PREVIEW NEXT AGENDA

12. Preview list of items for April 6, 2021 (City Clerk)