REGULAR MEETING OF THE MILPITAS CITY COUNCIL

AGENDA

TUESDAY, AUGUST 17, 2021
CITY COUNCIL CHAMBERS, 2nd Floor,
455 E. CALAVERAS BLVD., 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

The City Council meeting is held in the City Council Chamber at City Hall, 455 E. Calaveras Blvd., Milpitas and via teleconference/Zoom webinar.

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 in person or by registering for the zoom meeting in advance by providing email address (not disclosed) and a name. To minimize technical difficulties, please make sure that you have the latest version of Zoom Meetings. Here is the link to register for this meeting only:

https://ci-milpitas-ca-gov.zoom.us/webinar/register/WN_cxZnkvDXRC2-31qQ1rhCZg

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.

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

ADJOURN TO CLOSED SESSION

(a) CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to Government Code Section 54957.6
Agency designated representative: Jeannine Seher, Human Resources Director
Employee Organization: LIUNA (MEA, ProTech, Mid-Con), IAFF, MPOA, Unrepresented

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

INVOCATION (Vice Mayor Montano)

PRESENTATIONS
- August 26 - Women's Equality Day (Proclamation)
- Milpitas High School winners of EmPowerSV Scholarship Competition in the Creative Presentation category
- Certificates of Recognition for Library Commission Essay Contest Winners
- Recognition of Senior Center Nutrition Volunteers

PUBLIC FORUM
Those in the audience and via Zoom are invited to address City Council on any subject not on tonight's agenda. In-person speakers wishing to address the Council are requested, but not required to complete a Speaker Card and submit it to the Mayor. In-person speakers will then be asked to come up to the podium and state their name for the record. Those interested in speaking via Zoom may do so by following the instructions on page one (1) of the agenda. Comments may be limited to three (3) minutes or less at the Mayor's discretion. 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.

NOTE: If a member of the public wishes to share any presentation materials for Council consideration, they must be submitted to the Clerk's Office by email to CityClerk@ci.milpitas.ca.gov by 12:00 p.m. on the day of the meeting. No presentations will be accepted in person in the Council Chambers.

ANNOUNCEMENT OF CONFLICT OF INTEREST AND CAMPAIGN CONTRIBUTIONS

READING OF THE CITY COUNCIL CODE OF CONDUCT

ANNOUNCEMENTS AND FUTURE AGENDA ITEMS
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 future agenda for City Council discussion.

APPROVAL OF AGENDA

CONSENT CALENDAR
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 Calendars of Meetings for August and September 2021 (Staff Contact: Wendy Wood, City Clerk, 408-586-3001)**

Recommendation: Receive City Council Calendars of Meetings for August and September 2021.

C2. **Approve City Council Meeting Minutes of the August 5, 2021, and Special Meeting and August 9, 2021, Special Meeting (Staff Contact: Wendy Wood, City Clerk, 408-586-3001)**

Recommendation: Approve meeting minutes of the August 5, 2021, and Special Meeting and August 9, 2021, Special Meeting.

C3. **Waive Second Reading and Adopt Ordinance No. 38.843 Amending Milpitas Municipal Code Title XI, Chapter 10 Relating to Accessory Dwelling Units and Determine that the Ordinance is Exempt from CEQA (Staff Contact: Ned Thomas, Planning Director, 408-586-3273)**

Recommendation: Waive second reading and adopt Ordinance No. 38.843 amending sections of Chapter 10 of Title XI of the Milpitas Municipal Code relating to accessory dwelling units and determine that the Ordinance is exempt from CEQA.

C4. **Adopt a Resolution Granting Acceptance of Public Improvements and Approve Reduction of Faithful Performance Bond for Public Improvements for the Sprig Center Commercial Project at 1585 North McCarthy Boulevard by Sprig Center, LLC and Granting Authorization to the City Engineer to Release the Performance Bond after the One-year Warranty Period (Staff Contact: Steve Erickson, Engineering Director/City Engineer, 408-586-3301)**

Recommendation: Adopt a resolution granting acceptance of public improvements for the Sprig Center Project and approve a reduction in the performance bond, subject to a one-year warranty period and reduction of the faithful performance bond to $195,923.00 which shall be in effect for the duration of the warranty period, and grant 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. **Adopt a Resolution Granting Acceptance of Public Improvements and Approve Reduction of Faithful Performance Bond for Public Improvements for the McCarthy Creekside Phase 2 – Buildings C, D and E Subdivision at 707 - 907 North McCarthy Boulevard by The McCarthy Ranch Limited Partnership and Granting Authorization to the City Engineer to Release the Performance Bond after the One-year Warranty Period (Staff Contact: Steve Erickson, Engineering Director/City Engineer, 408-586-3301)**

Recommendation: Adopt a resolution granting acceptance of public improvements for the McCarthy Creekside Phase 2 – Buildings C, D and E Subdivision at 707 – 907 North McCarthy Boulevard, Tract 10393, and approve a reduction in the performance bond, subject to a one-year warranty period and reduction of the faithful performance bond to $50,836 which shall be in effect for the duration of the warranty period, and grant 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.

C6. **Adopt a Resolution Authorizing the Examination of Sales or Transactions and Use Tax Records of the California Department of Tax and Fee Administration (Staff Contact: Lauren Lai, Finance Director, 408-586-3111)**

Recommendation: Adopt a resolution authorizing the examination of sales or transactions and use tax records of the California Department of Tax and Fee Administration.

C7. **Adopt a Resolution Approving the City of Milpitas Investment Policy for Fiscal Year 2021-22 (Staff Contact: Lauren Lai, Finance Director/Risk Manager, 408-586-3111)**

Recommendation: Adopt a resolution of the City of Milpitas approving the Investment Policy for FY 2021-22.

C8. **Approve and Authorize the City Manager to Execute a Stormwater Management Facilities Operation and Maintenance Agreement for Creekside Milpitas 3, LLC for the McCarthy Parking Lot Project at 1207 N. McCarthy Blvd. (Staff Contact: Steve Erickson, Engineering Director/City Engineer, 408-586-3301)**

Recommendation: Approve and authorize the City Manager to execute a Stormwater Management Facilities Operation and Maintenance Agreement for Creekside Milpitas 3, LLC for the McCarthy Parking Lot Project at 1207 N. McCarthy Blvd.

C9. **Approve and Authorize the City Manager to Execute Amendment No. 2 to the Rental Agreement with PSI Water Technologies Inc. for the Rental of a Monoclor RCS Trailer for a total Amount Not-to-Exceed $106,380.00 (Staff Contact: Tony Ndah, Public Works Director, 408-586-2602)**

Recommendation: Approve and authorize the City Manager to execute Amendment No. 2 of the Rental Agreement with PSI Water Technologies Inc. for the rental of a Monoclor RCS Trailer for a total amount not-to-exceed $106,380.00.

C10. **Approve and Authorize the FY 2021-2022 Santa Clara Valley Urban Runoff Pollution Prevention Program Assessment Payment for the Not-to-Exceed Amount of $127,806.68 (Staff Contact: Tony Ndah, Public Works Director, 408-586-2602)**

Recommendation: Approve and authorize the FY 2021-2022 Santa Clara Valley Urban Runoff Pollution Prevention Program Assessment Payment for the not-to-exceed amount of $127,806.68.

C11. **Receive and Review the FY 2020-21 Annual Report of Sole Source Contracts (Staff Contact: Lauren Lai, Finance Director/Risk Manager, 408-586-3111)**

Recommendation: Receive and review the FY 2020-21 annual report of Sole Source Contracts.

C12. **Approve Report of Actions Taken by the City Manager During the City Council Summer Recess (June 22 through August 5, 2021) (Staff Contact: Walter C. Rossmann, Deputy City Manager, 408-586-3012)**

Recommendation: Approve report of actions taken by the City Manager during the City Council summer recess (June 22 through August 5, 2021).

C13. **Approve an Exhibit Space Use Policy for City Exhibit and Display Cases (Staff Contact: Renee Lorentzen, Recreation and Community Services Director, 408-586-3409)**

Recommendation: Approve the Exhibit Space Use Policy.

COMMUNITY DEVELOPMENT

*** Translation services will be available for Item No. 14 in Spanish, Chinese, and Vietnamese.**

14. **Receive report on pathways and options for Sunnyhills Apartment affordable unit residents, and Owner's, HUD's, and Santa Clara County Housing Authority's responsibilities (Staff Contact: Sharon Goei, Building Safety and Housing Director, 408-586-3260)**

Recommendation: Receive report on pathways and options for Sunnyhills Apartment affordable unit residents, and Owner's, HUD's, and Santa Clara County Housing Authority's responsibilities.

15. Receive Report on the Community Identification and Brand Study Public Engagement and Outreach and Provide Direction on Community Mark/Logo (Staff Contact: Charmaine Angelo, Public Information Officer, 408-586-3055)

Recommendation: (1) Receive report on the Community Identification and Brand Study Public Engagement and Outreach, and (2) Provide direction to staff on the Community Mark/Logo for Citywide use.

COMMUNITY SERVICES AND SUSTAINABLE INFRASTRUCTURE

16. Approve and Authorize the City Manager to Execute a General Services Agreement with BrightView Landscape Services, Inc. for Landscaping Services at Various City Facilities for the Not-to-Exceed Amount $581,300.00 for a Five-Year Period Subject to the Annual Appropriation of Funds (Staff Contact: Tony Ndah, Public Works Director, 408-586-2602)

Recommendation: Approve and Authorize the City Manager to execute a General Services Agreement with BrightView Landscape Services, Inc. for landscaping services at various City facilities for the not-to-exceed amount of $581,300.00 over a five-year period, subject to the annual appropriation of funds.

PUBLIC SAFETY

17. Receive Presentation of Police Department's Response to Drug-Related Calls (Staff Contact: Jared Hernandez, Acting Chief of Police, 408-586-2402)

Recommendation: Receive presentation of Police Department's response to drug-related calls.

REPORTS OF MAYOR & COUNCILMEMBERS - from assigned Commissions, Committees and Agencies

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

Recommendation: Review the list of items that have been requested by City Councilmembers. 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.

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

Recommendation: Approve Mayor Tran's recommendations for appointments to City Commissions.

20. Provide Direction to Staff to Work with the Mayor and Vice Mayor and Submit a Letter Opposing Senate Bill 9 (Atkins) Housing Development: Approvals (Contact: Vice Mayor Montano, 408-586-3024)

Recommendation: Recommend City Council provide direction to staff to work with the Mayor and Vice Mayor and submit a letter opposing Senate Bill 9 (Atkins) Housing Development: Approvals.

NEXT AGENDA PREVIEW

21. Receive Preview List of Anticipated Items for the Next Regular City Council Meeting (Staff Contact: Wendy Wood, City Clerk, 408-586-3001)

Recommendation: Receive list of anticipated agenda items for the next regular City Council meeting.

ADJOURNMENT

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 408-586-3001 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 CityClerk@ci.milpitas.ca.gov prior to the meeting. You may request a larger font agenda.

July 2021

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Milpitas City Council Calendar

August 2021

September 2021

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			1	2	3	4
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Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	**2** **2:00 PM**-Cities Assoc. of SCC-Special Closed Session (CM) **7:00 PM**-Parks, Recreation & Cultural Resources Commission (CM)	**3** **4:00 PM-**National Night Out	**4** **2:00 PM**-Santa Clara VTA Monthly Briefing - Northeast Group (CM) **5:30 PM**-Veterans Commission (RT) **7:00 PM**-Community Advisory Commission (EC)	**5** **5:30 PM**-Special City Council **5:30 PM**-Milpitas Chamber of Commerce Board (EC) **5:30 PM**-Santa Clara VTA Board of Directors (CM)	**6**	**7**
8	**9** **6:00 PM-**Special City Council	**10** **4:00 PM-**Milpitas HOPE Suicide Prevention Task Force	**11** **7:00 PM**-Silicon Valley Clean Energy Board of Directors (EC) **7:00 PM**-Planning Commission	**12** **4:00 PM**-Santa Clara VTA Policy Advisory Committee (AP) **5:00 PM-**Homelessness Task Force **7:00 PM**-Cities Assoc of SCC (CM)	**13** **1:30 PM**-City Attorney Council Subcommittee (RT/CM) **3:00 PM**-City Council Transportation Subcommittee (RT/CM) **4:00 PM**-VTA Board of Directors Special Closed Session (CM) ****4:30 PM**-City Council Finance Subcommittee (RT/CM)* **8:30 PM**-City Event: Senior Movies Under the Stars [The Philadelphia Story] @ Civic Center Plaza	**14**
15	**16** **4:30 PM**-Economic Development and Trade Commission (KD) **7:00 PM**-Science, Technology, and Innovation Commission (RT)	**17** **6:00 PM**-Closed Session **7:00 PM**-City Council (hybrid meeting)	**18** **9:00 AM**- Silicon Valley Clean Energy Audit Committee (EC) **6:00 PM**-Energy and Environmental Sustainability Commission (EC)	**19** **10:00 AM**-Santa Clara VTA CMPP Committee (CM)	**20**	**21** ***11:00 AM**-City Event: Beautify Milpitas @ Murphy Park*
22	**23** ***10:30 AM**-Milpitas Pedestrian Crossing Ribbon Cutting Event (Tent.)*	**24** **1:30 PM**-Senior Advisory Commission (AP)	**25** **5:30 PM**-Cities Assoc. of SCC - Recycling and Waste Reduction Commission (AP) **7:00 PM**-Planning Commission	**26**	**27** **4:00 PM**-City/School Collaborative Subcom (MUSD hosting) (RT/CM)	**28**
29	**30**	**31**				

****Finance Subcommittee will meet only as need***

Updated 8/13/21

August 2021

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October 2021

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Milpitas City Council Calendar
September 2021

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

Finance Subcommittee will meet only as needed

Updated 8/13/21

MILPITAS CITY COUNCIL
MEETING MINUTES

SPECIAL MEETING OF THE MILPITAS CITY COUNCIL

THURSDAY, AUGUST 5, 2021
CITY COUNCIL CHAMBERS, 2nd Floor,
455 E. CALAVERAS BLVD., MILPITAS, CA
5:30 PM (PUBLIC BUSINESS)

The City Council of the City of Milpitas convened on the Special Meeting day of August 5, 2021, in the City Council Chambers and via teleconference/zoom webinar.

CALL MEETING TO ORDER by Mayor and ROLL CALL by City Clerk

Mayor Tran called the virtual Special City Council meeting to order at 5:30 PM. Roll Call was taken by City Clerk Wood.

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

ABSENT: None

PLEDGE OF ALLEGIANCE

Mayor Tran led the Pledge of Allegiance.

INVOCATION

Vice Mayor Montano gave the Invocation.

PRESENTATIONS

Mayor Tran presented a commendation to the Bodhi Meditation Center for the 8th Annual Celebration of Meditation Day.

Mayor Tran stated that there will be additional presentations later in the meeting.

PUBLIC FORUM

Those in the audience and via Zoom are invited to address City Council on any subject not on tonight's agenda. In-person speakers wishing to address the Council are requested, but not required to complete a Speaker Card and submit it to the Mayor. In-person speakers will then be asked to come up to the podium and state their name for the record. Those interested in speaking via Zoom may do so by following the instructions on page one (1) of the agenda. Comments may be limited to three (3) minutes or less at the Mayor's discretion. 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.

There were no speakers during the Public Forum.

ANNOUNCEMENTS AND FUTURE AGENDA ITEMS

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 future agenda for City Council discussion.

City Manager McHarris made an announcement about the Delta variant and the Santa Clara County's health order mandating masks indoors in public settings regardless of vaccination status. He also stated that the City encourages the continuation of all other safety measures such as frequent hand washing, sanitizing frequently touched surfaces, and practicing social distancing. He spoke about the phasing in of City services that were paused during the peak of the COVID pandemic. He also announced that the City is offering free COVID-19 tests every Thursday at the Milpitas Community Center from 11:00 AM to 5:30 PM and walk-ins are welcome.

Mayor Tran spoke about the National Night Out Event and thanked the Police Department for their participation.

Vice Mayor Montano spoke about the National Night Out Event and thanked the Police Department for their participation. She made a request to have staff look into bringing back a roller rink. She also made a request to have staff look into bringing in a Hispanic food store.

Councilmember Dominguez made a request to have staff bring a presentation forward regarding Project Home Key regarding how many rooms are available and what happened at the meeting with the County. She would also like to know how they are going to make that site safer and would like to have the County give an update on the safety measures that they are taking.

Councilmember Chua presented two videos for the Farmers Market and the Senior Nutrition Program. She requested that staff look into opening up the Senior Center on Saturdays for half a day. She spoke about the Milpitas Police Department Coffee with a Cop event and requested that staff add a PSA (Public Service Announcement) on Crimes of Opportunities and have the Milpitas Police Department do an Outreach at the Farmers Market. She would also like staff to look into how the City can be a resource for small businesses to help guide them on what to do in terms of ADA (Americans with Disabilities Act) requirements due to the quick changes made to facilities during the pandemic. She also requested that staff provide Council with the logistics for the national Clean-up day on September 18.

Councilmember Phan commented on concerns with the Delta variant and requested that upcoming events be reviewed to determine if they should continue.

Vice Mayor Montano requested that the City create an ordinance that continues with the six-foot distancing. She would also like staff to look into allowing outdoor music and would like an ordinance brought back to 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. By roll call, there were no conflicts of interest. City Attorney Diaz asked the Mayor and City Councilmembers if they had any reportable campaign contributions. By roll call, there were no reportable campaign contributions.

READING OF THE CITY COUNCIL CODE OF CONDUCT

City Attorney Diaz read aloud the City Council Code of Conduct.

APPROVAL OF AGENDA

Motion: to approve the August 5, 2021, Special Meeting agenda.

Motion/Second: Mayor Tran / Councilmember Dominguez

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

CONSENT CALENDAR

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.

Mayor Tran asked to move items 22 and 23 to the Consent Calendar.

Councilmember Phan stated he would like to have a discussion on item 22.

Vice Mayor Montano asked to remove items C6 and C7 from Consent Calendar.

The following item was added to the Consent Calendar:

1. Agenda Item No. 23: Receive Preview List of Anticipated Items for the Next Regular City Council Meeting

The following items were removed from the Consent Calendar:

1. Item No. C6: Adopt a Resolution Granting Acceptance of the Street Resurfacing 2020 Project, Project No. 4296, Authorizing the City Engineer to file a Notice of Completion and Issue a Notice of Final Acceptance after the One-Year Warranty

2. Item No. C7: Approve and Authorize the City Manager to Execute a General Services Agreement with BrightView Landscape Services, Inc. for Landscaping Services at Various City Facilities for the Not-to-Exceed Amount $581,300.00 for a Five-Year Period Subject to the Annual Appropriation of Funds

Motion: to approve the modified Consent Calendar, including Items No. C1 – C5, C8 - C11 and Agenda Item No. 23.

Motion/Second: Mayor Tran / Vice Mayor Montano

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

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

Received the City Council Calendars of Meetings for August 2021.

C2. Approve the City Council Meeting Minutes of the June 14, 2021; Special Meeting, June 15, 2021, Regular Meeting; June 21, 2021, Special Meeting; and June 22, 2021, Special Meeting (Staff Contact: Wendy Wood, City Clerk, 408-586-3001)

Approved the meeting minutes of the June 14, 2021, Special Meeting; June 15, 2021, Regular Meeting; June 21, 2021, Special Meeting; and June 22, 2021, Special Meeting.

C3. Adopt a Resolution Granting Acceptance of the Montague Expressway Pedestrian Overcrossing at Piper Drive, Project No. 2008 (Staff Contact: Steve Erickson, Engineering Director/City Engineer, 408-586-3301)

Adopted **Resolution No**. **9091** granting acceptance of the Montague Expressway Pedestrian Overcrossing at Piper Drive, Project No. 2008.

C4. Adopt a Resolution Granting Acceptance of the Enhanced Crosswalk Striping & Beacon / Radar Speed Feedback Signage, Project Nos. 3454 and 3458, Authorizing the City Engineer to File a Notice of Completion and Issue a Notice of Final Acceptance After the One-Year Warranty (Staff Contact: Steve Erickson, Engineering Director/City Engineer, 408-586-3301)

Adopted **Resolution No. 9092** granting acceptance of the Enhanced Crosswalk Striping & Beacon / Radar Speed Feedback Signage, Project Nos. 3454 and 3458 authorizing the City Engineer to file a Notice of Completion and issue a Notice of Final Acceptance after the one-year warranty.

C5. Adopt a Resolution Approving the Direct Purchase of Asphaltic Material and Authorizing City Staff to Negotiate and Execute Purchase Orders with Granite Construction Company and Reed & Graham Inc., for a Combined Annual Not-To-Exceed Amount of $80,000 (Staff Contact: Tony Ndah, Public Works Director, 408-586-2602)

Adopted **Resolution No. 9093** approving the direct purchase of asphaltic material from Granite Construction Company and Reed & Graham Inc., for a combined annual not to exceed an amount of $80,000.00 and authorizing staff to negotiate and execute multi-year purchase orders of up to five years with the above mentioned firms with a quarterly price adjustment based on the Liquid Asphaltic Rack Price.

C6. Adopt a Resolution Granting Acceptance of the Street Resurfacing 2020 Project, Project No. 4296, Authorizing the City Engineer to file a Notice of Completion and Issue a Notice of Final Acceptance after the One-Year Warranty (Staff Contact: Steve Erickson, Engineering Director/City Engineer, 408-586-3301)

This item was pulled off of Consent.

C7. Approve and Authorize the City Manager to Execute a General Services Agreement with BrightView Landscape Services, Inc. for Landscaping Services at Various City Facilities for the Not-to-Exceed Amount $581,300.00 for a Five-Year Period Subject to the Annual Appropriation of Funds (Staff Contact: Tony Ndah, Public Works Director, 408-586-2602)

This item was pulled off of Consent.

C8. Approve and Authorize the City Manager to Execute Amendment No. 3 to the Consultant Services Agreement with Alta Planning and Design for an Amount of $47,322 to Complete California Environmental Quality Act (CEQA) Review, Extend the Term of the Agreement to December 31, 2022, and Approve Budget Appropriation of $47,322 to the Trail, Bicycle, Pedestrian Master Plan Update Project No. 3448 (Staff Contact: Steve Erickson, Engineering Director/City Engineer, 408-586-3301)

Approved and authorized the City Manager to execute Amendment No. 3 to the Consultant Services Agreement with Alta Planning and Design for an amount of $47,322 to complete the California Environmental Quality Act (CEQA) review, and extended the term of the agreement to December 31, 2022; and approved a Budget Appropriation of $47,322 to the Trail, Bicycle, Pedestrian Master Plan Update Project No. 3448.

C9. Approve and Authorize the City Manager to Execute a Stormwater Management Facilities Operation and Maintenance Agreement for LD Milpitas Property, LLC for the Element Hotel Project at 521 Alder Drive (Staff Contact: Steve Erickson, Engineering Director/City Engineer 408-586-3301)

Approved and authorized the City Manager to execute a Stormwater Management Facilities Operation and Maintenance Agreement for LD Milpitas Property, LLC for the Element Hotel Project at 521 Alder Drive.

C10. Receive Monthly Report for Unhoused Services (Staff Contact: Sharon Goei, Building Safety and Housing Director, 408-586-3260)

Received the May 2021 report for unhoused services.

C11. Accept the FY 2021 Citizens' Option for Public Safety (COPS) Grant (Staff Contact: Jared Hernandez, Acting Chief of Police, 408-586-2402)

Accepted the FY 2021 Citizens' Option for Public Safety (COPS) Grant in the amount of $118,429.

PUBLIC HEARINGS

12. 2021 Weed Abatement Assessments Public Hearing and Adopt a Resolution to Confirm the Assessment Report (Staff Contact: Albert Zamora, Deputy Fire Chief / Fire Marshal, 408-586-3371)

Deputy Fire Chief/Fire Marshal Zamora gave a brief report on the annual weed abatement program.

Mayor Tran opened the Public Hearing.

The following spoke during Public Comment:
1. Carol Chang
2. Ed Yum

Santa Clara County Weed Abatement Manager, Moe Kumre provided additional information.

Mayor Tran closed the Public Hearing.

Council asked clarifying questions and provided comments.

Motion: to adopt **Resolution No. 9094** confirming the 2021 Weed Abatement Assessment Report and the Assessment List is to be entered into the Tax Assessment Rolls.

Motion/Second: Mayor Tran / Councilmember Dominguez

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

13. Conduct a Public Hearing and Adopt Urgency Ordinance No. 240.7 Pursuant to Water Code Sections 375 and 376 Relating to the Water Shortage Contingency Plan (Staff Contact: Tony Ndah, Public Works Director, 408-586-2602)

Public Works Director Ndah gave a presentation on the ordinance update for the Water Shortage Contingency Plan.

Mayor Tran opened the Public Hearing.

There were no speakers.

Mayor Tran closed the Public Hearing.

Council asked clarifying questions and provided comments.

City Attorney Diaz stated that this is an Urgency Ordinance and will become effective upon adoption with findings under two sections of State Law under the Water Code. If the findings were subject to legal challenge, there are also urgency findings under the Government Code which is embodied within the ordinance.

City Attorney read aloud the title of Urgency Ordinance 240.7 "An Urgency Ordinance of the City Council of the City of Milpitas Pursuant to Water Code Sections 375 and 376 Amending Chapter 6 of Title VIII of the Milpitas Municipal Code Relating to the Water Shortage Contingency Plan."

Motion: to adopt **Urgency Ordinance No. 240.7** to amend the Milpitas Municipal Code Relating to the Water Shortage Contingency Plan.

Motion/Second: Vice Mayor Montano / Councilmember Phan

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

PRESENTATIONS

Mayor Tran and the City Council recognized Henry Nichols for his time, dedication, and service to the community with a key to the City.

Mayor Tran presented commendations to Milpitas residents and United States Table Tennis Olympians, Kanak Jha, and Xin Zhou.

PUBLIC HEARINGS CONTINUED

14. Waive the First Reading Beyond the Title and Introduce Ordinance No. 38.843 Amending Sections of Chapter 10 of Title XI of the Milpitas Municipal Code Relating to Accessory Dwelling Units and Making Findings of CEQA Exemption (Staff Contact: Rozalynne Thompson, Senior Planner, 408-586-3278)

Planning Director Thomas introduced the item and Senior Planner Thompson gave a presentation on the amendments to the Milpitas Municipal Code Relating to Accessory Dwelling Units.

Mayor Tran opened the Public Hearing.

There were no speakers.

Mayor Tran closed the Public Hearing.

City Attorney read the title of Ordinance No. 38.843 "An Ordinance Of The City Council Of The City Of Milpitas Amending Section 13.08 ("Accessory Dwelling Units") Of Chapter 10 Of Title Xi Of The Milpitas Municipal Code Relating To Accessory Dwelling Units."

Motion: to waive the first reading beyond the title and introduce **Ordinance No. 38.843** amending sections of Chapter 10 of Title XI of the Milpitas Municipal Code relating to Accessory Dwelling Units and making findings of CEQA Exemption.

Motion/Second: Councilmember Chua / Councilmember Phan

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

15. Adopt A Resolution Approving A Site Development Permit, Density Bonus Permit, Tree Removal Permit, And Environmental Assessment To Allow Demolition Of An Existing Office/Warehouse Industrial Building, Removal Of Three Protected Trees, And Development Of A Multi-Family Residential Building, Up To 77 Feet (Six Stories) In Height, With Up To 85 Dwelling Units (100% Affordable), A Ground-Floor Parking Garage With Up To 48 Vehicle Spaces (Up To 76 Spaces With The Addition Of Mechanical Parking Stackers), And Approximately 20,788 Square Feet Of Public And Private Open Space, On A 1.11-Acre Parcel Located At 308 Sango Court, In The Transit Area Specific Plan (TASP) Planning Area (Staff Contact: Ned Thomas, Planning Director, 408-586-3273)

Planning Director Thomas introduced the item and Senior Planner Michael Fossati gave a presentation on the proposed project.

Mayor Tran open the Public Hearing.

The following spoke during Public Comment:
1. Mike Kelley
2. Alan Darpini
3. Allysson McDonald
4. William Korbe
5. John Doll
6. Yolie Garcia
7. Russell Lee
8. Rekha Pardeshi
9. Frank Bush

Mayor Tran closed the Public Hearing.

Council asked clarifying questions and requested the removal of the Public Art Fee waiver, requiring the developer to pay the fee, requested a modification to the parking study requirement, and asked the developer to create a marketing plan.

Planning Director Thomas asked for direction on the request for the deferral of payment of impact fees in the transit area and stated it would need to be added as a condition.

Motion: to adopt **Resolution No. 9095** to approve Site Development Permit No. SD19-0014, Density Bonus Permit No. DB19-0001, Tree Removal Permit No. TR19-0029, and Environmental Assessment No. EA19-0007 to allow demolition of an existing office/warehouse industrial building, removal of three protected trees, and development of a multi-family residential units, up to 77 feet (six stories) in height, with up to 85 dwelling units, a ground-floor parking garage with up to 48 vehicle spaces (up to 76 spaces with the addition of mechanical parking stackers), and approximately 20,788 square feet of public and private open space, subject to the Conditions of Approval with amendments stated by the City Attorney to modify condition 62 to add the Public Art Fee requirement; modify condition 88 to delete subsection (e) which gives them the waiver option on the Art Fee requirement; add a new condition indicating that the applicant will prepare a marketing plan for marketing the rental units which shall be reviewed and approved by the City; add a new condition per Planning Director indicating that the tasks fees will be paid at the certificate of occupancy versus building permit issuance which might require some modifications; grant authority to staff to make sure all conditions are corrected; and

modify the parking study requirement to be within six months after full completion of the building and full occupancy.

Motion/Second: Vice Mayor Montano / Mayor Tran

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

City Attorney Diaz stated that staff received a notification that there may have been a noticing issue on the time for agenda item 12 which was the Weed Abatement item. He stated that one of the notices that went out might have indicated a 7:00 PM start time so he requested that the Mayor ask the room and the Zoom platform if there was anyone that would like to comment on agenda item 12 and if so he asked that the Council reopen that hearing to potentially reconsider the item.

Mayor Tran asked if there is anyone wishing to comment on item number 12.

There being no one wishing to speak Council moved on to discuss item number 16.

COMMUNITY DEVELOPMENT

16. Receive Report on the Community Identification and Brand Study Public Engagement and Outreach and Provide Direction on Community Mark/Logo (Staff Contact: Charmaine Angelo, Public Information Officer, 408-586-3055)

Public Information Officer Angelo gave a presentation on the Community Identification and Brand Study.

Council discussed option three and provided some additional feedback to staff regarding the design.

The following spoke during Public Comment:
1. Barbara Navarro
2. Rekha Pardeshi

Motion: to postpone this item to the next Council meeting to review alternative design options and comments submitted from the community during the outreach.

Motion/Second: Mayor Tran / Councilmember Chua

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

COMMUNITY SERVICES AND SUSTAINABLE INFRASTRUCTURE

17. Review the Proposed Mural Program and Provide Feedback to Staff (Staff Contact: Renee Lorentzen, Recreation and Community Services Director, 408-586-3409)

Community Engagement and Inclusion Administrator McLane gave a presentation on the proposed Mural Program.

Council provided feedback to staff on the proposed program with general consensus that they were not supportive of the ground murals. Council expressed support to promote local artists.

Deputy City Manager Rossmann requested feedback regarding the theme for the temporary mural for Main Street.

Vice Mayor Montano stated that the theme should be historical.

There was no public comment on this item.

No motion was made for this item.

PUBLIC SAFETY

18. Adopt a Resolution Providing for the Order of Succession to the Office of the City Manager during Emergencies and Approving the Emergency Operations Plan and the City Manager's Authority to Amend the Emergency Operations Plan (Staff Contacts: Geoffrey Maloon, Fire Battalion Chief 408-586-2818, Walter Rossmann, Deputy City Manager, 408-586-3012)

There was no public comment on this item.

Motion: to adopt **Resolution No. 9096** amending Resolution 5417 providing for the order of succession to the office of the City Manager, the approval of the Emergency Operations Plan, and the City Manager's authority to amend such a plan.

Motion/Second: Mayor Tran / Councilmember Chua

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

LEADERSHIP AND SUPPORT SERVICES

19. Receive an Update on the American Rescue Plan Act, Provide Input to Staff on the Draft ARPA Investment Plan and Delegate Authority to the City Manager to Proceed with Approved Programs, Once Compliance with ARPA Guidance is Confirmed (Staff Contacts: Ashwini Kantak, Assistant City Manager, 408-586-3053; and Lauren Lai, Director of Finance, 408-586-3111)

Motion: to continue the meeting.

Motion/Second: Mayor Tran / Councilmember Chua

Motion carried by a vote of: AYES: 4
NOES: 1 (Dominguez)

Motion: to postpone item 19 to the next regular City Council meeting due to the time.

Motion/Second: Mayor Tran / Councilmember Chua

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

Motion: to go to item 21.

Motion/Second: Mayor Tran / Councilmember Chua

Motion carried by a vote of: AYES: 3
NOES: 2 (Dominguez, Phan)

20. Review the List of Agenda Item Requests from Individual Councilmembers and Provide Direction to Staff on Each of the Items in Groups 1 and 2 (Staff Contacts: Ashwini Kantak, Assistant City Manager, 408-586-3053; and Walter C. Rossmann, Deputy City Manager, 408-586-3012)

This item was taken after item 21.

Motion: to postpone item 20 to the next regular City Council meeting.

Motion/Second: Mayor Tran / Councilmember Chua

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

REPORTS OF MAYOR & COUNCILMEMBERS - from assigned Commissions, Committees and Agencies

21. Based on 6/21/2021 Council Vote to Move to a Full-Time In-House City Attorney, recommend the City Council Establish an Ad-Hoc Council Sub-Committee, Comprised of the Mayor and Vice Mayor, to Provide Additional Direction to Staff

This item was taken out of order.

Council discussed this item and provided feedback.

Motion: to establish an ad-hoc Council Sub-Committee, comprised of the Mayor and Vice Mayor, to provide additional direction to staff.

Motion/Second: Mayor Tran / Vice Mayor Montano

Motion carried by a vote of: AYES: 3
NOES: 2 (Dominguez, Phan)

ITEMS PULLED FROM CONSENT CALENDAR

C6. Adopt a Resolution Granting Acceptance of the Street Resurfacing 2020 Project, Project No. 4296, Authorizing the City Engineer to file a Notice of Completion and Issue a Notice of Final Acceptance after the One-Year Warranty (Staff Contact: Steve Erickson, Engineering Director/City Engineer, 408-586-3301)

This item was pulled off of the Consent Calendar.

Vice Mayor Montano asked a clarifying question.

Engineering Director/City Engineer Erickson provided clarification.

Motion: to adopt **Resolution No. 9097** granting acceptance of the Street Resurfacing 2020 Project, Project No. 4296, and authorizing the City Engineer to file a Notice of Completion and issue a Notice of Final Acceptance after the one-year warranty has elapsed.

Motion/Second: Vice Mayor Montano / Mayor Tran

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

C7. Approve and Authorize the City Manager to Execute a General Services Agreement with BrightView Landscape Services, Inc. for Landscaping Services at Various City Facilities for the Not-to-Exceed Amount $581,300.00 for a Five-Year Period Subject to the Annual Appropriation of Funds (Staff Contact: Tony Ndah, Public Works Director, 408-586-2602)

This item was pulled off of the Consent Calendar.

Motion: to postpone item C7 to the next regular City Council meeting.

Motion/Second: Councilmember Chua / Councilmember Dominguez

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

22. Recommend the City Council Provide Direction to Staff to Work with the Mayor and Vice Mayor Submit a Letter Opposing Senate Bill 9 (Atkins) Housing Development: Approvals

Motion: to postpone item 22 to the next regular City Council meeting.

Motion/Second: Mayor Tran / Vice Mayor Montano

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

NEXT AGENDA PREVIEW

23. Receive Preview List of Anticipated Items for the Next Regular City Council Meeting (Staff Contact: Wendy Wood, City Clerk, 408-586-3001)

Received a list of anticipated agenda items for the August 17, 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 11:14 PM.

Draft meeting minutes submitted by City Clerk, Wendy Wood

MILPITAS CITY COUNCIL
MEETING MINUTES

SPECIAL MEETING OF THE MILPITAS CITY COUNCIL

MONDAY, AUGUST 9, 2021
CITY COUNCIL CHAMBERS, 2nd Floor,
455 E. CALAVERAS BLVD., MILPITAS, CA
6:00 PM (PUBLIC BUSINESS)

The City Council of the City of Milpitas convened on the Special Meeting day of August 9, 2021, in the City Council Chambers and via teleconference/zoom webinar.

CALL MEETING TO ORDER by Mayor and ROLL CALL by City Clerk

Mayor Tran called the virtual Special City Council meeting to order at 6:00 PM. Roll Call was taken by City Clerk Wood.

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

ABSENT: None

PLEDGE OF ALLEGIANCE

Mayor Tran led the Pledge of Allegiance.

PUBLIC FORUM

Those in the audience and via Zoom are invited to address City Council on any subject not on tonight's agenda. In-person speakers wishing to address the Council are requested, but not required to complete a Speaker Card and submit it to the Mayor. In-person speakers will then be asked to come up to the podium and state their name for the record. Those interested in speaking via Zoom may do so by following the instructions on page one (1) of the agenda. Comments may be limited to three (3) minutes or less at the Mayor's discretion. 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.

The following spoke under Public Forum.

1. Yolie Garcia

ANNOUNCEMENTS

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 future agenda for City Council discussion.

Councilmember Chua spoke about a recent fire in the Sister City of Dagupan and requested staff look into donating old, obsolete, noncompliance items from the Fire Department to Dagupan.

Vice Mayor Montano announced that she attended the Milpitas Unified School District (MUSD) First Day Back to School Opening Day and attended the Randall Grand Opening of the new state of the art global language school.

ANNOUNCEMENT OF CONFLICT OF INTEREST AND CAMPAIGN CONTRIBUTIONS

City Attorney de los Angeles stated that he would not be asking the reportable campaign contributions question since there were no contracts or development project applications on the agenda. He asked the Mayor and City Councilmembers if they had any financial or personal conflicts of interest related to the item on the agenda. By roll call, no conflicts of interest were reported.

READING OF THE CITY COUNCIL CODE OF CONDUCT

City Attorney de los Angeles read aloud the City Council Code of Conduct.

APPROVAL OF AGENDA

Motion: to approve the August 9, 2021, Special Meeting agenda.

Motion/Second: Mayor Tran / Councilmember Dominguez

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

AGENDA ITEMS

1. Receive an Update on the American Rescue Plan Act (ARPA), Provide Input to Staff on the Draft ARPA Investment Plan and Delegate Authority to the City Manager to Proceed with Approved Programs, Once Compliance with ARPA Guidance is Confirmed (Staff Contact: Ashwini Kantak, Assistant City Manager, 408-586-3053; Walter C. Rossmann, Deputy City Manager, 408-586-3012; and Lauren Lai, Director of Finance, 408-586-3111)

City Manager McHarris introduced the item. Assistant City Manager Kantak provided background information on the item and gave a presentation on the proposed Preliminary ARPA Investment Plan . Recreation and Community Services Director Lorentzen provided information on Social Services, Income Assistance, and Community Events. Economic Development Director Andrade provided information on the Small Business Grant Program, Assistance to Hotels, and Assistance to the Milpitas Chamber of Commerce for events. Deputy City Manager Rossmann provided information on Infrastructure for the Parks Rehabilitations and Mobile Emergency Operations Center and Public Safety. Engineering Director/City Engineer Erickson provided information on Parks Funding Allocation and Prioritization. Fire Chief Sherrard provided information on Fire Equipment and Emergency Operations Plan. Assistant City Manager Kantak provided information on Technology, Unassigned Allocations and ARPA funding administration costs. Public Works Director Ndah provided information on the Weed Abatement program. Finance Director Lai introduced AG Witt consultants Margaret Larson and Lindsey Holman. Consultant Margaret Larson provided information on funding compliance, monitoring, and reporting requirements. Finance Director Lai provided information on procurement requirements.

Council asked clarifying questions and provided comments.

The following spoke under Public Comment.

1. Warren Wettenstein
2. Tom Valore
3. Allysson McDonald
4. Inderjit Mundra

5. Leo Garcia
6. Rick Wakida
7. Kunal Khandwala
8. Barbara Navarro

Council discussed potential funding source options to fully fund all the Parks Rehabilitation projects.

Motion: to accept staff's recommendation for the draft ARPA Investment Plan and proposed programs; and delegate authority to the City Manager including appropriation and contract approval authority up to the approved amount for each program approved by Council, once compliance with ARPA procurement, contracting and reporting requirements is confirmed with an amendment to have staff send a memo to the Finance Subcommittee for any expenditure made over $100,000.

Councilmember Chua requested that the memo be sent to all Councilmembers.

Mayor Tran confirmed that was the intention.

Motion/Second: Vice Mayor Montano / Mayor Tran

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

Mayor Tran called for a brief two-minute recess.

Council reconvened at 9:32 PM.

2. Review List of Agenda Item Requests from Individual Councilmembers and Provide Direction to Staff on each of the items in Groups 1 and 2 (Staff Contacts: Ashwini Kantak, Assistant City Manager, 408-586-3053; and Walter Rossmann, Deputy City Manager, 408-586-3012)

Assistant City Manager Kantak and Deputy City Manager Rossmann presented a summary of the Council requested items and provide information on the items that require more than four hours of staff time.

Council used an application to electronically vote on the 17 items that require more than four hours of staff time as well as an additional three items that have not yet been initiated and will require less than four hour of staff time.

Mayor Tran asked the City Attorney about item number four Discussion on Mandating Human Trafficking Training Policy to see if the City can legally mandate training for the hotels.

City Attorney de los Angeles provided clarification.

Councilmember Dominguez clarified the intent of the item.

The voting results for each item were displayed and City Clerk Wood summarized the digital votes as follows:

1. ADU Workshop (5-0 vote)
2. Clean-up on Earth Day (4-1 vote Councilmember Phan voted no)
3. Create a Mural to Honor Veterans (4-1 vote Councilmember Phan voted no)
4. Discussion on Mandating Human Trafficking Training Policy *this item was removed because the wording on the agenda did not correctly reflect the intent of the item
5. Recognize Juneteenth as a City Holiday for City Employees (4-0-1 vote Vice Mayor Montano abstained)

6. Explore Opportunity Housing and Prohibit Single Family Zoning (3-1-1 vote Councilmember Phan voted no, and Vice Mayor Montano abstained) * Councilmember Chua withdrew her yes vote and stated she will be abstaining on this item, the vote is changed to 2-1-2
7. Increase City's Rebate Program to Match Similar Valley Water Program (4-0-1 vote Councilmember Dominguez abstained)
8. Increase the Number of Local Businesses Doing Business with the City (5-0 vote)
9. Timeline for hosting Job Fair by the Chamber of Commerce (5-0 vote)
10. COVID-19 Memorial (4-1 vote Vice Mayor Montano vote no)
11. Mini Libraries in the Low-Income Areas of the City (3-1-1 vote Councilmember Phan voted no, and Councilmember Dominguez abstained)
12. Partner with the Chamber of Commerce to Promote the City (4-1 Councilmember Phan voted no)
13. Pilot Neighborhood Association Program (3-1-1 vote Vice mayor Montano voted no, and Mayor Tran abstained)* this item was subsequently withdrawn by the requester Councilmember Dominguez
14. Rental Deposit Fee Reduction for the Senior Center's Auditorium (5-0 vote)
15. Rose Garden with a Children's Memorial Site (4-1 vote Councilmember Phan voted no)
16. Welcome Signs in Key Areas Citywide (5-0 vote)
17. Sliding Scale Permitting Program for Seniors and Low-Income Residents for Necessary Safety Renovations (5-0 vote)
18. Address Street Racing (5-0 vote)
19. Proclaim August 21 as yard sale day in the City of Milpitas (4-0-1 vote Mayor Tran abstained – Mayor Tran asked that the request be sent to him directly for approval)
20. Landmark Policy (5-0 vote Vice Mayor Montano verbally stated she voted yes on this item)

Assistant City Manager Kantak asked for additional clarification on the following items.

ADU workshop – Requested confirmation from the requestor Councilmember Chua if the winter timeline would be ok.

Councilmember Chua stated that the timeline was ok.

Clean-up on Earth Day – Requested confirmation that the event will be designated as the April Beautify Milpitas Event and that it is not an additional event, so it will not require any more funding or resources

Mayor Tran replied with a yes.

Create a Mural to Honor Veterans – Requested direction on location, theme. and timeline.

Mayor Tran requested that it go to the Veterans Commission.

Recognize Juneteenth as a City Holiday for City Employees – Confirmed that this will go to Council in closed session.

Explore Opportunity Housing and Prohibit Single Family Zoning – Stated that as long as the work that is currently being done related to opportunity housing is in line with the request from Councilmember Phan then no additional direction is required.

Increase the Number of Local Businesses Doing Business with the City – There may be some legal considerations so this may have to come back for additional discussion.

COVID-19 Memorial – Requested direction.

Mayor stated that he supported the item but might want to wait on giving direction due to the ongoing pandemic.

Mini Libraries in the Low-Income Areas of the City – Requested clarification what is the vision of the request from Vice Mayor Montano.

Mayor Tran stated that staff should contact the Vice Mayor directly to get direction.

Pilot Neighborhood Association Program - Requested clarification from the requestor from Councilmember Dominguez to confirm the intent of the referral is appropriately captured in the write-up.

Councilmember Dominguez stated the item could be pulled.

Rental Deposit Fee Reduction for the Senior Center's Auditorium – Stated that staff would survey neighboring cities to make sure we are consistent and then bring back options for Council to consider.

Mayor Tran stated that this can come back during the next Master Fee Schedule review.

Rose Garden with a Children's Memorial Site – Requested direction on location, landscaping, plaque, and funding.

Vice Mayor Montano spoke about having it a Tom Evatt Park on Main Street and wanted the Garden Club or volunteers to maintain it. She stated that she would like the garden to be roses since they are drought tolerant.

Mayor Tran asked that the Vice Mayor work with staff to create a plan and bring it back to Council.

Welcome Signs in Key Areas Citywide – Suggested that they align it with the efforts that they currently have in the community with the Metro Plan and Main Street Gateway Specific Plan process and work with private development.

Mayor Tran stated that the key area is every exit off of the interstates and work with organizations to sponsor the signs to limit the fiscal impact and staff time.

Sliding Scale Permitting Program for Seniors and Low-Income Residents for Necessary Safety Renovations – Requested clarification on the options and asked if it was acceptable to modify the existing Milpitas Assistance program to include seniors.

Mayor Tran stated that would be acceptable.

Councilmember Chua commented on item six stating that she would like more information and would like to withdraw her initial yes vote.

ADJOURNMENT

Mayor Tran adjourned the meeting at 10:42 PM.

Draft meeting minutes submitted by City Clerk, Wendy Wood

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Waive Second Reading and Adopt Ordinance No. 38.843 Amending Milpitas Municipal Code Title XI, Chapter 10 Relating to Accessory Dwelling Units and Determine that the Ordinance is Exempt from CEQA**
Category:	Consent Calendar-Community Development
Meeting Date:	8/17/2021
Staff Contact:	**Ned Thomas, Planning Director, 408-586-3273**
Recommendation:	Waive second reading and adopt Ordinance No. 38.843 amending sections of Chapter 10 of Title XI of the Milpitas Municipal Code relating to accessory dwelling units and determine that the Ordinance is exempt from CEQA.

Background:

On August 5, 2021, the City Council introduced and conducted the first reading of Ordinance No. 38.843 to amend the City's regulations pertaining to accessory dwelling units (ADUs) found in Title XI, Chapter 10 of the Milpitas Municipal Code. This amendment clarifies requirements regarding front yard setbacks for attached ADUs, establishes separate utility connection requirements and development standards for ADUs not subject to limited criteria in State law, and removes the efficiency kitchen requirement for junior accessory dwelling Units (JADUs).

Ordinance No. 38.843 is now ready for second reading and adoption.

Fiscal Impact:

None.

California Environmental Quality Act:

Under California Public Resources Code Section 21080.17, CEQA does not apply to the adoption of an ordinance by a local government implementing the provisions of Section 65852.2 of the Government Code, which is California's law regulating ADUs and JADUs, as defined by Government Code Section 65852.22. Therefore, the proposed ordinance is statutorily exempt from CEQA in that the proposed ordinance implements the State's ADU law. In addition, the ordinance is statutorily exempt pursuant to CEQA Guidelines Section 15282(h) (adoption of an ordinance regarding second units in a single- or multi-family residential zone).

Recommendation:

Waive second reading and adopt Ordinance No. 38.843 amending sections of Chapter 10 of Title XI of the Milpitas Municipal Code relating to accessory dwelling units and determine that the Ordinance is exempt from CEQA.

Attachment:

1. Ordinance No. 38.843 (final form copy)

REGULAR

NUMBER: 38.843

TITLE: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MILPITAS AMENDING SECTION 13.08 ("ACCESSORY DWELLING UNITS") OF CHAPTER 10 OF TITLE XI OF THE MILPITAS MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS

HISTORY: This Ordinance was introduced (first reading) by the City Council at its meeting of August 5, 2021, upon motion by Councilmember Chua 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, the City of Milpitas, California (the "City") is a municipal corporation, duly organized under the constitution and laws of the State of California; and

WHEREAS, the Planning and Zoning Law authorizes cities to act by ordinance to provide for the creation and regulation of accessory dwelling units ("ADUs") and junior accessory dwelling units ("JADUs"); and

WHEREAS, in 2019, the California Legislature approved, and the Governor signed into law a number of bills ("2019 ADU Laws") that, among other things, amended Government Code sections 65852.2 and 65852.22 to impose new limits on local authority to regulate ADUs and JADUs; and

WHEREAS, on June 16, 2020, the City Council adopted Ordinance No. 38.840 amending the City's zoning regulations related to ADUs and JADUs to comply with the 2019 ADU Laws. These amendments included changes to Milpitas Municipal Code section XI-10-13.08 ("Accessory Dwelling Units"); and

WHEREAS, in September of 2020, the California Legislature approved, and the Governor signed into law, Assembly Bill 3182 ("AB 3182"); and

WHEREAS, consistent with the 2019 ADU Laws, the City currently allows construction of one ADU or JADU (with only a building permit and subject to limited requirements) when the ADU or JADU is on a lot with a proposed or existing single-family dwelling and located within the space of a single-family dwelling or within the space of an existing accessory structure. Following AB 3182, the City must now allow construction of both an ADU and JADU in such circumstances; and

WHEREAS, the City desires to amend existing provisions in Milpitas Municipal Code section XI-10-13.08 related to the regulation of ADUs and JADUs to add clarity for the benefit of staff and the general public and comply with changes in state law; and

WHEREAS, there is a current and immediate threat to the public health, safety, or welfare arising from the current lack of clarity in the provisions in Milpitas Municipal Code section XI-10-13.08 because if these provisions are deemed to contradict the requirements of state law, all of the City's ADU and JADU regulations may be nullified. The City would thereafter be limited to applying only those few default standards that are provided in Government Code sections 65852.2 and 65852.22, and the approval of ADUs and JADUs based solely on the default statutory standards, without local regulations governing height, setback, landscape, architectural review, among other things, may threaten the character of existing neighborhoods, and negatively impact property values, personal privacy, and fire safety; and

WHEREAS, staff and the City Attorney prepared the proposed ordinance, including the proposed language and terminology, and any additional information and documents deemed necessary; and

WHEREAS, the City has prepared Zoning Amendment No. ZA20-0003 ("Amendment") to the City's Municipal Code, including refinements to Section XI-10-13.08 ("Accessory Dwelling Units"); and

WHEREAS, on June 23, 2021, the Planning Commission of the City of Milpitas held a lawfully-noticed public hearing to solicit public comment and consider the proposed Amendment, take public testimony, and make a recommendation to the City Council on the Amendment.

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. CALIFORNIA ENVIRONMENTAL QUALITY ACT

Based on its review of the entire record, including the staff report, public comments and testimony presented to the Planning Commission and City Council, and the facts outlined below, the City Council hereby finds and determines that this Ordinance has been assessed in accordance with the California Environmental Quality Act (California Public Resources Code, § 21000 et seq.) ("CEQA") and the State CEQA Guidelines (14 California Code of Regulations § 15000 et seq.) and is statutorily exempt from CEQA under Public Resources Code section 21080.17, which exempts from CEQA any ordinance that is adopted to implement Government Code section 65852.1 or 65852.2. The Ordinance implements section 65852.2 and is therefore statutorily exempt.

SECTION 3. GENERAL PLAN CONSISTENCY

State law requires the City to deem accessory dwelling units, as permitted by this Ordinance, to be "a residential use that is consistent with the existing general plan and zoning designation." (California Government Code §65852.2(a)(1)(C).) Furthermore, the City Council has considered the Planning Commission staff report, which provides a robust analysis demonstrating that this Ordinance is consistent with the General Plan. Therefore, the Council deems this Ordinance to be consistent with the General Plan both in substance and as a matter of law.

SECTION 4. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE XI, CHAPTER 10, SECTION 13, SUBSECTION 8

Title XI, Chapter 10, Section 13 "Special Uses", Subsection 8 "Accessory Dwelling Units" of the Milpitas Municipal Code is hereby amended to read as follows:

A. Purpose and Intent. The purpose of these standards is to allow and regulate accessory dwelling units (hereinafter referred to as ADUs) and junior accessory dwelling units (hereinafter referred to as JADUs) in compliance comply with Government Code Sections 65852.2 and 65852.22.

B. Effect of Conforming. An ADU or JADU that conforms to the standards in this section shall:

   1. Be deemed to be consistent with the City's general plan and zoning designation for the lot on which the unit is located.

   2. Not be deemed to exceed the allowable density for the lot on which the unit is located.

   3. Not be considered in the application of any local ordinance, policy, or program to limit residential growth.

   4. Not be required to correct a "nonconforming zoning condition."

C. Definitions.

   1. Accessory Dwelling Unit: As defined by Government Code Section 65852.2, an ADU is an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating,

cooking, and sanitation. An ADU also includes an efficiency unit as defined in Section 17958.1 of the Health and Safety Code and a manufactured home as defined by Section 18007 of the Health and Safety Code.

2. Accessory Structure: For purposes of this section, an accessory structure is a structure that is accessory and incidental to a dwelling located on the same lot.

3. Attached Accessory Dwelling Unit: An attached ADU is an ADU that shares at least one wall with the primary dwelling.

4. Detached Accessory Dwelling Unit: An ADU is detached if it does not share any walls with the primary dwelling unit or existing attached accessory structure.

5. Efficiency Kitchen: In accordance with Government Code Section 65852.22(a)(6), an efficiency kitchen includes the following: (a) a cooking facility with appliances and (b) food-preparation counter space with a total area of at least 15 square feet and food-storage cabinets with a total of at least 30 square feet of shelf space.

6. Junior Accessory Dwelling Unit: As defined by Government Code Section 65852.22, a JADU is a unit that is no more than 500 square feet in size and contained entirely within an existing or proposed single-family structure. A JADU may have only an efficiency kitchen and may include separate sanitation facilities or may share sanitation facilities with the primary dwelling.

7. Livable Space: A space within a building designed for living, sleeping, eating or food preparation, including but not limited to a den, study, library, home office, sewing room, or recreational room and excluding such areas as garages.

89. Living Area: As defined by Government Code Section 65852.2, the interior habitable area of a dwelling unit including basements and attics but not including a garage or any accessory building or structure.

9. Natural Person: An individual and living human being, as opposed to a legal person which may be a private (i.e. business entity or non-governmental organization) or public (i.e. government) entity.

10. Nonconforming zoning condition: A physical improvement on a property that does not conform with current zoning standards.

11. Passageway: A pathway that is unobstructed clear to the sky and extends from a street to one entrance of the ADU or JADU.

12. Proposed dwelling: A dwelling that is the subject of a permit application and that meets the requirements for permitting.

13. Public Transit: A location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public. Examples include, but are not limited to, Altamont Commuter Express (ACE), Bay Area Rapid Transit (BART), AC Transit, Valley Transportation Authority (VTA) bus service and light rail, and paratransit.

D. General Provisions.

1. Where permitted. An ADU may be established on any lot in any district that allows single-family or multi-family dwelling residential uses. A JADU may be established on any lot in any district that allows single-family residential use.

2. Review Requirements. Any application for an ADU or JADU that satisfies the standards in subdivisions (A) through (J) of this section shall be approved ministerially without discretionary review or public hearing.

3. An ADU or JADU shall meet or exceed the minimum floor area requirements of an efficiency unit, as defined by Section 17958.1 of the State Health and Safety Code, and so may not have a floor area that is smaller than 220 square feet.

4. All ADUs shall comply with local building code requirements.

5. No passageway shall be required for an ADU or JADU.

6. Owner Occupancy. All JADUs are subject to an owner-occupancy requirement. A natural person with legal or equitable title to the property must reside on the property, in either the primary dwelling or the JADU, as the person's primary residence and legal domicile. However, the owner-occupancy requirement of this paragraph does not apply if the property is entirely owned by a governmental agency, land trust, or housing organization.

7. Sale Prohibited. No ADU or JADU may be sold or otherwise conveyed separately from the lot and the primary dwelling (in the case of a single-family lot) or from the lot and all of the dwellings (in the case of a multi-family lot).

8. Rental. An ADU or JADU may be rented for a term of 30 days or more. Short-term rental for periods of less than 30 days are not permitted.

E. Action on Application.

1. The City shall act on an application to establish an ADU or JADU within 60 days from the date the City receives a complete application, unless either:

a. The applicant requests a delay, in which the 60-day time period is tolled for the period of the requested delay, or

b. The application for the ADU or JADU is submitted as part of a permit application for a new single-family dwelling on the lot, in which case the City may delay acting on the permit application for the ADU or JADU until it acts on the permit application for the new single-family dwelling; however, the application shall still be considered ministerially without discretionary review or a hearing.

F. ADUs and JADUs Subject to Limited Requirements.

1. Specific Types of ADUs and JADUs. To qualify for a building permit, the following types of ADUs and JADUs are subject only to the limited requirements that define each type.

a. Converted on Single-family Lot: One ADU as described in this Subsection XI-10-13.08(F)(1)(a) and one JADU are allowed on a lot with a proposed or existing single-family dwelling on it, where the unit:

i. Is within the space of a proposed single-family dwelling; within the existing space of an existing single-family dwelling; or within the existing space of an accessory structure, plus up to 150 additional square feet if the expansion is limited to accommodating ingress and egress.

ii. Has exterior access that is independent of that for the single-family dwelling.

iii. Has side and rear setbacks sufficient for fire and safety, as dictated by applicable building and fire codes.

b. Limited Detached on Single-family Lot. One detached, new-construction ADU is allowed on a lot with a proposed or existing single-family dwelling (in addition to any JADU that

might otherwise be established on the lot under Subsection XI-10-13.08(F)(1)(a)), if the detached ADU satisfies the following limitations:

i. The side- and rear-yard setbacks are at least four feet.

ii. The total floor area is 800 square feet or less.

iii. The height above grade is 16 feet or less.

c. Converted on Multi-family Lot: One or more ADUs are allowed within portions of existing multi-family dwelling structures that are not used as livable space, including but not limited to storage rooms, boiler rooms, passageways, attics, basements, or garages, if each converted ADU complies with state building standards for dwellings. Under this Subsection XI-10-13.08(F)(1)(c), at least one converted ADU is allowed within an existing multifamily dwelling, up to a quantity equal to 25 percent of the number of existing multifamily dwelling units.

d. Limited Detached on Multi-family Lot:

i. Up to two detached ADUs are allowed on a lot that has an existing multi-family dwelling if each detached ADU satisfies the following limitations:

1. The side- and rear-yard setbacks are at least four feet.

2. The peak height above grade is 16 feet or less.

ii. If more than one detached ADU is created, the ADUs may share a common wall.

2. Deed Restriction for JADUs. Prior to obtaining a building permit for a JADU, a deed restriction, approved by the City Attorney, must be recorded with the County Recorder's office, which shall include the pertinent restrictions and limitations of a JADU identified in this Section. Said deed restriction shall run with the land and bind all future owners, heirs, and assigns. A copy of the recorded deed restriction shall be filed with the Department stating that:

a. The JADU may not be sold separately from the primary dwelling unit;

b. The JADU is restricted to the maximum size allowed per the development standards;

c. The JADU is legal only so long as either the primary residence, or the JADU, is occupied by the owner of record of the property.

G. ADUs Subject to Additional Objective Requirements.

1. Review Requirements. A proposed ADU that does not conform to the standards set forth in Subsection XI-10-13.08 (F)(1) and (F)(2) only requires a building permit if it complies with all of the objective standards set forth in Subsection XI-10-13.08(G)(2) below.

2. Specific Standards.

a. Maximum Size.

i. The maximum size of an attached or detached ADU on a property not located in the "H" Hillside Combining District is 850 square feet for a studio or one-bedroom unit and 1,000 square feet for a two-bedroom unit.

ii. The maximum size of an attached or detached ADU on a property located in the "H" Hillside Combining District is 1,200 square feet.

iii. The maximum size of an attached ADU that is created on a lot with an existing primary dwelling is further limited to 50 percent of the floor area of existing

primary dwelling. No application of the percent-based size limit in this paragraph may require the ADU to be less than 800 square feet.

b. Maximum Height.

i. For properties not located in the "H" Hillside Combining District, a single-story attached or detached ADU may not exceed 16 feet in height above grade. A two-story attached or detached ADU may not exceed 28 feet in height above grade.

ii. For properties located in the "H" Hillside Combining District, an attached or detached ADU on the west side of the crestline may not exceed a height of 17 feet in height and one story from the lowest finished grade to the highest ridgeline of the building. On the east side of the crestline, a detached or attached ADU may not exceed a height of 27 feet and two stories from the lowest finished grade to the highest ridgeline of the building.

c. Minimum Setbacks.

i. Except for ADUs located in the R1-H zoning district, the minimum front yard setback requirement an attached ADU is 4 feet. In the R1-H zoning district, the minimum front yard setback for attached ADUs must be a minimum of 25 feet when the average slope of the lot is less than sixteen 16 percent, or when the front yard slope does not exceed 16 percent; otherwise, the minimum front yard setback must be 40 feet.

ii. An ADU that is subject to Subsection XI-10-13.08(G)(2) must conform to 4-foot side- and rear-yard setbacks.

iii. No setback is required for an ADU that is subject to Subsection XI-10-13.08(G)(2) if the ADU is constructed in the same location and to the same dimensions as an existing structure.

d. An attached ADU shall have a separate entrance from the primary dwelling.

e. A detached ADU shall be located at least six feet to the rear plane of the primary dwelling unit.

f. . Parking.

i. For each ADU, one off-street parking space is required unless one of the following conditions is met:

(1). The ADU is located within one-half mile walking distance of public transit.

(2) . The ADU is located within an architecturally and historically significant historic district.

(3). The ADU is part of a proposed or existing primary residence or an accessory structure (i.e., it is a converted ADU under Subsection XI-10-13.08(F)(1)(a) above).

(4). On-street parking permits are required but not offered to the occupant of the ADU.

(5). An established car share vehicle stop is located within one block of the ADU.

ii. No off-street parking is required for a JADU, except as required under paragraph iv below.

iii. If a parking space is required for an ADU, the space may be located within any setback area, in a tandem configuration, or on a mechanical lift. Each unenclosed parking space shall be at least 8½ feet wide and 18 feet long. Each parking space that is provided in an enclosed garage shall be at least 10 feet wide and 20 feet long.

iv. When a garage, carport, or covered parking structure is converted to an ADU or demolished in conjunction with the construction of an ADU, the off-street parking space or spaces are not required to be replaced. If the parking structure is converted to a JADU, the lost off-street parking spaces must be replaced.

g. Design Standards.

i. The architectural style, exterior materials, and color palette of an ADU or JADU shall match the appearance of the existing or proposed primary dwelling.

ii. The entrance to an attached ADU or JADU shall be located on a side or rear building façade, not facing a public right-of-way.

iii. Exterior lighting shall be limited to down-lights (or as otherwise required by the building or fire code).

iv. Windows and doors of an ADU or JADU may not have a direct line of sight to an adjoining residential property. Fencing, landscaping, or privacy glass may be used to provide screening and prevent a direct line of sight.

v. Windows located on the second story of an ADU or JADU shall be either clerestory or consist of obscured glazing.

vi. Evergreen landscape screening must be planted and maintained between the ADU and adjacent parcels as follows:

(1). At least one 15-gallon size plant shall be provided for every five linear feet of exterior wall. Alternatively, at least one 24-inch box size plant shall be provided for every ten linear feet of exterior wall.

(2). Plant specimens must be at least six feet tall when installed. As an alternative, a solid fence of at least 6 feet in height may be installed.

(3) . All landscaping shall be drought tolerant.

vii. The ADU and primary dwelling must use the same driveway to access the street, unless otherwise required for fire-apparatus access, as determined by the fire authority.

H. Fees.

1. Impact Fees and other City Fees.

a. No impact fee shall be required for a JADU or for an ADU that is less than 750 square feet in floor area. For purposes of this paragraph, "impact fee" has the same meaning as the term "fee" is defined in the Mitigation Fee Act (Gov. Code § 66000(b)), except that it also includes fees specified in the Quimby Act (Gov. Code § 66477). "Impact fee" does not include any connection fee or capacity charge charged by a local agency, special district, or water corporation.

b. Any impact fee that is required for an ADU that is 750 square feet or greater in floor area shall be assessed proportionally in relation to the square footage of the primary dwelling unit (e.g. the floor area of the primary dwelling divided by the floor area of the ADU, times the impact fees charged for a new dwelling).

2. Utility Fees.

   a. Converted ADUs and JADUs on a single-family lot that are created under Subsection XI-10-13.08(F)(1)(a) are not required to have a new or separate utility connection directly between the ADU or JADU and the utility. Nor is a connection fee or capacity charge required.

   b. ADUs and JADUs that are not covered by Subsection XI-10-13.08(H)(2)(a) are also not required to have a new or separate utility connection directly between the ADU or JADU and the utility.

   c. Except as described in Subsection XI-10-13.08(H)(2)(a), if a separate utility connection is installed directly between the ADU or JADU and the utility, then a connection fee or capacity charge will be required. The fee or charge shall be proportionate to the burden created by the ADU or JADU, based on either the floor area or the drainage-fixture units (DFU) values, as defined by the Uniform Plumbing Code, upon the water or sewer system. .

K. Nonconforming ADUs and Discretionary Approval. Any proposed ADU or JADU that does not conform to the objective standards set forth in Subsections XI-10-13.08(A) through (H) may be allowed by the City with a Minor Site Development Permit, in accordance with Section XI-10-57 "Applications".

SECTION 5. SEVERABILITY

The provisions of this Ordinance are separable, and the invalidity of any phrase, clause, provision, or part has no effect on the validity of the remainder.

SECTION 6. EFFECTIVE DATE AND POSTING

In accordance with Section 36937 of the Government Code of the State of California, this Ordinance takes effect 30 days from the date of its passage. The City Council hereby directs the City Clerk to cause this Ordinance or a summary thereof to be published in accordance with Section 36933 of the Government Code of the State of California.

SECTION 7. SUBMISSION TO HCD

The City Clerk shall submit a copy of this Ordinance to the Department of Housing and Community Development within 60 days after adoption.

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Adopt a Resolution Granting Acceptance of Public Improvements and Approve Reduction of Faithful Performance Bond for Public Improvements for the Sprig Center Commercial Project at 1585 North McCarthy Boulevard by Sprig Center, LLC and Granting Authorization to the City Engineer to Release the Performance Bond after the One-year Warranty Period.**
Category:	Consent Calendar-Community Development
Meeting Date:	8/17/2021
Staff Contact:	**Steve Erickson, Engineering Director/City Engineer, 408-586-3301**
Recommendation:	Adopt a resolution granting acceptance of public improvements for the Sprig Center Project and approve a reduction in the performance bond, subject to a one-year warranty period and reduction of the faithful performance bond to $195,923.00 which shall be in effect for the duration of the warranty period, and grant 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.

Background:
On August 21, 2018, the City Council approved the public improvement plans and the Improvement Agreement for the Sprig Center Commercial Project located at 1585 North McCarthy Boulevard by Sprig Center, LLC. Public improvements constructed include work along North McCarthy Boulevard including a traffic signal, curb and gutters, sidewalk, driveways, utilities, street lighting, and landscaping.

Analysis:
The developer has completed all public improvements in accordance with the approved plans, and the improvements are now ready for acceptance and commencement of the 1-year warranty period. Staff recommends the City Council adopt a resolution **(Attachment 1)** granting acceptance of the public improvements, and to approve a reduction of the performance bond to $195,923.00, which is 10% of the security's original value. It is also recommended the Council grant authorization to the City Engineer to release the performance bond after the one-year warranty period without further Council action provided all required warranty work has been completed to the satisfaction of the City Engineer.

Policy Alternatives:
Alternative 1:
Not approve resolution granting acceptance of the completed public improvements.

Pros: None

Cons: Not granting acceptance for the successfully completed public improvements would conflict with the terms of the public improvement agreement limit public use and would prevent project close-out.

Reason not recommended: Granting acceptance of successfully completed public improvements is required by the terms of the public improvement agreement, and staff recommends adoption of a resolution granting acceptance of public improvements.

Fiscal Impact:
None.

California Environmental Quality Act:
Granting acceptance of public improvements and reducing faithful performance bond for public improvements are not considered projects under CEQA as there will be no direct or reasonably foreseeable indirect physical change in the environment.

Recommendation:
Adopt a resolution granting acceptance of public improvements for the Sprig Center Project and approve a reduction in the performance bond, subject to a one-year warranty period and reduction of the faithful performance bond to $195,923.00 which shall be in effect for the duration of the warranty period, and grant 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.

Attachment
1. Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS APPROVING ACCEPTANCE AND REDUCING PERFORMANCE BOND OF THE SPRIG CENTER COMMERCIAL PROJECT AND GRANTING AUTHORIZATION TO THE CITY ENGINEER TO RELEASE THE PERFORMANCE BOND AFTER THE ONE-YEAR WARRANTY PERIOD

WHEREAS, the City Council of the City of Milpitas on August 21, 2018, approved the plans and specifications for the Sprig Center Commercial Project, (the "Project") to be completed by Sprig Center, LLC as part of its Commercial development on 1585 North McCarthy Boulevard; and

WHEREAS, the City of Milpitas has heretofore entered into an improvement agreement on August 21, 2018 with Sprig Center, LLC, for the Sprig Center Commercial Project; and

WHEREAS, Sprig Center, LLC, as Principal, and The Guarantee Company of North America USA, as Surety, executed and posted a certain Performance Bond No. 12162962 conditioned upon the faithful performance of the provisions of said improvement agreement and upon the faithful performance of all improvement work required thereunder; and

WHEREAS, said public improvements for the Sprig Center Commercial Project have been completed and the improvement agreement provides that the security shall extend for a period of one year after the date of acceptance of said improvements to cover the warranty period of said improvements under said agreement; and

WHEREAS, the City Council is willing to consent to a reduction in the penal sum of said security during said one-year warranty period; and

WHEREAS, the City Engineer of the City of Milpitas has made a final inspection of said improvements for the Sprig Center Commercial Project and recommends that the City Council of the City of Milpitas accept the same as constructed in accordance with the approved plans and specifications.

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. Those certain public improvements constructed as part of the Sprig Center Commercial Project, are hereby accepted as constructed in accordance with the approved plans and specifications upon recommendation of the City Engineer of the City of Milpitas.

3. The penal sum of the faithful performance bond securing said improvements may be reduced to the sum of $195,923.00, upon request of Principal and Surety, with said penal sum as reduced to apply from the date of completion and acceptance of said improvements and to extend for the balance of the term of one year of said security. Provided, however, that nothing herein contained shall in any way be deemed to be a waiver, release or relinquish by City of any obligations imposed upon the developer or his surety, or sureties, by law or by the above referend public improvement agreement, save and except as expressly set forth herein.

4. The City Council grants 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.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

_____
Wendy Wood, City Clerk

APPROVED:

_____
Rich Tran, Mayor

APPROVED AS TO FORM:

_____
Christopher J. Diaz, City Attorney

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	Adopt a Resolution Granting Acceptance of Public Improvements and Approve Reduction of Faithful Performance Bond for Public Improvements for the McCarthy Creekside Phase 2 – Buildings C, D and E Subdivision at 707 - 907 North McCarthy Boulevard by The McCarthy Ranch Limited Partnership and Granting Authorization to the City Engineer to Release the Performance Bond after the One-year Warranty Period.
Category:	Consent Calendar-Community Development
Meeting Date:	8/17/2021
Staff Contact:	Steve Erickson, Engineering Director/City Engineer, 408-586-3301
Recommendation:	Adopt a resolution granting acceptance of public improvements for the McCarthy Creekside Phase 2 – Buildings C, D and E Subdivision at 707 – 907 North McCarthy Boulevard, Tract 10393, and approve a reduction in the performance bond, subject to a one-year warranty period and reduction of the faithful performance bond to $50,836 which shall be in effect for the duration of the warranty period, and grant 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.

Background:
On November 15, 2016, the City Council approved the Final Map, public improvement plans and the Subdivision Improvement Agreement for Tract 10393 for the McCarthy Creekside Phase 2 – Buildings C, D and E Subdivision located at 707 – 907 North McCarthy Boulevard by The McCarthy Ranch Limited Partnership.

Public improvements constructed include work along North McCarthy Boulevard between Ranch Drive and Dixon Landing Road, and include the installation of sidewalk, driveway, utilities, street lighting, landscaping and other miscellaneous items of work.

Analysis:
The developer has successfully completed all public improvements in accordance with the approved plans, and the improvements are now ready for City acceptance and commencement of the 1-year warranty period.

Staff recommends the City Council adopt a resolution **(Attachment 1)** granting acceptance of the public improvements, and to approve a reduction of the performance bond to $50,836, which is 10% of the security's original value. It is also recommended the Council authorize the City Engineer to release the performance bond after the one-year warranty period without further Council action provided all required warranty work has been completed to the satisfaction of the City Engineer.

Policy Alternatives:
Alternative 1:
Not approve resolution granting acceptance of public improvements.

Pros: None

Cons: Not granting acceptance for the successfully completed public improvements would conflict with the terms of the public improvement agreement limit public use and would prevent project close-out.

Reason not recommended: Granting acceptance of successfully completed public improvements is required by the terms of the public improvement agreement, and staff recommends adoption of a resolution granting acceptance of public improvements.

Fiscal Impact:
None.

California Environmental Quality Act:
Granting acceptance of public improvements and reducing faithful performance bond for public improvements are not considered projects under CEQA as there will be no direct or reasonably foreseeable indirect physical change in the environment.

Recommendation:
Adopt a resolution granting acceptance of public improvements for the McCarthy Creekside Phase 2 – Buildings C, D and E Subdivision at 707 – 907 North McCarthy Boulevard, Tract 10393, and approve a reduction in the performance bond, subject to a one-year warranty period and reduction of the faithful performance bond to $50,836 which shall be in effect for the duration of the warranty period, and grant 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.

Attachments:
1. Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS APPROVING ACCEPTANCE AND REDUCING PERFORMANCE BONDS OF THE MCCARTHY CREEKSIDE PHASE 2 PROJECT AND GRANTING AUTHORIZATION TO THE CITY ENGINEER TO RELEASE THE PERFORMANCE BONDS AFTER THE ONE-YEAR WARRANTY PERIOD

WHEREAS, the City Council of the City of Milpitas on November 15, 2016 approved the plans and specifications for the McCarthy Creekside Phase 2 Project, (the "Project") to be completed by The McCarthy Ranch Limited Partnership as part of its industrial development on 707 – 907 N. McCarthy Blvd; and

WHEREAS, the City of Milpitas has heretofore entered into a subdivision improvement agreement on November 15, 2016 with The McCarthy Ranch Limited Partnership; and

WHEREAS, by McCarthy Ranch Limited Partnership as Principal, and The Guarantee Company of North America USA, as Surety, executed and posted certain Performance Bond No. 12137656 conditioned upon the faithful performance of the provisions of said subdivision improvement agreement and upon the faithful performance of all improvement work required thereunder; and

WHEREAS, said public improvements for the McCarthy Creekside Phase 2 Industrial Project have been completed and the subdivision improvement agreement provides that the security shall extend for a period of one year after the date of acceptance of said improvements to cover the warranty period of said improvements under said agreement; and

WHEREAS, the City Council is willing to consent to a reduction in the penal sum of said security during said one-year warranty period; and

WHEREAS, the City Engineer of the City of Milpitas has made a final inspection of said improvements for the South Main Senior Lifestyles Residential Project and recommends that the City Council of the City of Milpitas accept the same as constructed in accordance with the approved plans and specifications.

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. Those certain public improvements constructed as part of the McCarthy Creekside Phase 2 Industrial Project are hereby accepted as constructed in accordance with the approved plans and specifications upon recommendation of the City Engineer of the City of Milpitas.

3. The penal sum of the faithful performance bonds securing said improvements may be reduced to the sum of $50,836, upon request of Principal and Surety, with said penal sum as reduced to apply from the date of completion and acceptance of said improvements and to extend for the balance of the term of one year of said security. Provided, however, that nothing herein contained shall in any way be deemed to be a waiver, release or relinquish by City of any obligations imposed upon the developer or his surety, or sureties, by law or by the above referend public improvement agreement, save and except as expressly set forth herein.

4. The City Council grants 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.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

_____
Wendy Wood, City Clerk

APPROVED:

_____
Rich Tran, Mayor

APPROVED AS TO FORM:

_____
Christopher J. Diaz, City Attorney

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Adopt a Resolution Authorizing the Examination of Sales or Transactions and Use Tax Records of the California Department of Tax and Fee Administration**
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	8/17/2021
Staff Contact:	**Lauren Lai, Finance Director, 408-586-3111**
Recommendation:	Adopt a resolution authorizing the examination of sales or transactions and use tax records of the California Department of Tax and Fee Administration.

Background:
The City has entered an agreement with Hinderliter de Llamas and Associates, to provide financial consultant services that consist of sales or transactions and use tax audit, quarterly sales tax analysis and reporting, and property tax audit. In order to perform these services, it is necessary for the consultant to examine the sales or transactions and use tax records administered and maintained by the California Department of Sales Tax and Fee Administration ("CDTFA"). The CDTFA requires that the sales or transactions and use tax records obtained from the CDTFA can only be used for the purposes of revenue forecasting or detecting deficiencies or misallocations. The CDTFA requires the City to update the resolution to authorize the Finance Director or other officer or employee of the City of Milpitas designated in writing by the Finance Director to the CDTFA, for examination of sales or transactions and use tax records. The resolution also designates Hinderliter de Llamas and Associates, as the representative of the City, to specifically to examine these records.

Analysis:
The California Department of Tax and Fee Administration requires a resolution for all sales tax measures that authorizes the Finance Director or other officer or employee of the City designated in writing by the Finance Director to the CDTFA and the City's authorized representatives, to represent the City with authority to examine all of the sales or transactions and use tax records of the CDTFA pertaining to sales or transactions and use taxes collected for the City by the CDTFA.

Policy Alternatives:
Alternative 1: Do not adopt the resolution authorizing the examination of sales or transactions and use tax records of the California Department of Tax and Fee Administration.

Pros: None.
Cons: This will not allow the City to receive sales tax data from Hinderliter de Llamas and Associates if approval for authorization is denied.
Reason not recommended: No adoption of the resolution would disallow for consulting services to examine and provide reporting on sales tax, which would allow City Staff to forecast revenues and the City to possibly incur revenues from sales tax misallocations.

Fiscal Impact:
Potential revenue gains if sales tax misallocations are detected.

California Environmental Quality Act:
Not applicable.

Recommendation:
Adopt a resolution authorizing the examination of sales or transactions and use tax records of the California Department of Tax and Fee Administration.

Attachments:
1. Resolution for Authorizing the Examination of Sales or Transactions and Use Tax Records of the California Department of Tax and Fee Administration
2. Hinderliter de Llamas and Associates Professional Services Agreement

RESOLUTION NO. ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS AUTHORIZING THE EXAMINATION OF SALES OR TRANSACTIONS AND USE TAX RECORDS

WHEREAS, pursuant to Ordinance No. 55 of the City of Milpitas (hereinafter referred to as "City"), and to Section 7270 of the Revenue and Taxation Code, the City entered into a contract with the California Department of Tax and Fee Administration (hereinafter referred to as "CDTFA") to perform all functions incident to the administration and collection of sales and use taxes; and

WHEREAS, the City Council of the City of Milpitas deems it desirable and necessary for authorized officers, employees and representatives of the City to examine confidential sales or transactions and use tax records of the Department pertaining to sales or transactions and use taxes collected by the Department for the City pursuant to that contract; and

WHEREAS, Section 7056 of the California Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of Department records, and Section 7056.5 of the California Revenue and Taxation Code establishes criminal penalties for the unlawful disclosure of information contained in, or derived from, the sales or transactions and use tax records of the Department;

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

Section 1. The Finance Director or other officer or employee of the City designated in writing by the Finance Director to the CDTFA is hereby appointed to represent the City with authority to examine sales or transactions and use tax records of the CDTFA pertaining to sales or transactions and use taxes collected for the City by the CDTFA pursuant to the contract between the City and the CDTFA. The information obtained by examination of CDTFA records shall be used only for purposes related to the collection of the City's sales or transactions and use taxes by the CDTFA pursuant to the contract.

Section 2. The Finance Director or other officer or employee of the City designated in writing by the Finance Director to the CDTFA is hereby appointed to represent the City with authority to examine those sales or transactions and use tax records of the City for purposes related to the following governmental functions of the City:

a) functions related to sales, transaction, and/or use tax collection or administration; and
b) functions related to budgeting and forecasting of revenue; and
c) functions related to the detection of misallocations and deficiencies

The information obtained by examination of CDTFA records shall be used only for those governmental functions of the City listed above.

Section 3. Hinderliter de Llamas and Associates is hereby designated to examine the sales or transactions and use tax records of the CDTFA pertaining to sales or transactions and use taxes collected for the City by the CDTFA. The person or entity designated by this section meets all of the following conditions:

a) has an existing contract with the City to examine those sales or transactions and use tax records;

b) is required by that contract to disclose information contained in, or derived from those sales or transactions and use tax records only to the officer or employee authorized under Section 1 (or Section 2) of this resolution to examine the information;

c) is prohibited by that contract from performing consulting services for a retailer during the term of that contract;

d) is prohibited by that contract from retaining the information contained in or derived from those sales or transactions and use tax records after that contract has expired.

The information obtained by examination of CDTFA records shall be used only for purposes related to the collection of City's sales or transactions and use taxes by the City pursuant to the contracts between the City and CDTFA.

Section 4. This resolution supersedes all prior sales or transactions and use tax resolutions of the City of Milpitas adopted pursuant to subdivision (b) of Revenue and Taxation Section 7056.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Wendy Wood, City Clerk

APPROVED:

Rich Tran, Mayor

APPROVED AS TO FORM:

Christopher J. Diaz, City Attorney

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CITY OF MILPITAS
PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as Jul-22-2021 ("Effective Date") by and between the City of Milpitas, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 455 E. Calaveras Boulevard, Milpitas, California 95035 ("City"), and **Hinderliter de Llamas and Associates,** a California corporation, with its principal place of business at 120 S. State College Blvd Suite 200, Brea, CA 92821 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project:

Sales Tax Audit, Analysis, Reports and Forecasting Services

(hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit A.

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit B.

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **One Hundred Thousand Dollars and Zero Cents ($100,000.00)**. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within thirty (30) days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter

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outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the Agreement term and for four (4) years from the date of final payment under the Agreement for inspection by City.

5. Term.

The term of this Agreement shall be from **July 1, 2021** to **June 30, 2026**, unless earlier terminated as provided herein. The City reserves the right to review the Consultant's performance at the end of each year and cancel all or part of the Agreement.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

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Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Consultant

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under Exhibit D (Insurance Requirements), attached hereto and incorporated herein by this reference. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required therein.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is One Thousand Dollars and Zero Cents ($1,000.00) or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with

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the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). 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.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. 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.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant 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 Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant 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.

15. City Material Requirements.

[RESERVED]

16. Laws and Venue.

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.

17 Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being

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abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

c. The Consultant understands and accepts that at all times; the Agreement is subject to appropriation of funds by the Milpitas City Council. The Agreement may terminate without penalty, liability or expense of any kind to the City at the end of Agreement term. The City has no obligation to make appropriations for the Agreement in lieu of appropriations for new or other contracts. City budget decisions are subject to the discretion of the Mayor and City Council. Consultant's assumption of risk of possible non-appropriation is a part of the consideration for the Agreement. This section controls against any and all other provisions of the Agreement.

18. Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

19. Organization

Consultant shall assign Andrew Nickerson as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:

City of Milpitas

455 E. Calaveras Boulevard

Milpitas, California 95035

Attn: Steven G. McHarris, City Manager

CONSULTANT:

Hinderliter de Llamas and Associates

120 S. State College Blvd Suite 200

Brea, CA 92821

Contact Person: Andrew Nickerson

Email: anickerson@hdlcompanies.com

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and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Equal Opportunity Employment.

Consultant 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.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

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

28. Time of Essence

Time is of the essence for each and every provision of this Agreement.

29. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

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30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant 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 Consultant, 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 Agreement, 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 Agreement, or obtain any present or anticipated material benefit arising therefrom.

31. Wage Theft Prevention

a. Consultant, and any subconsultant it employs to complete work under this Agreement, 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.

b. BY SIGNING THIS AGREEMENT, CONSULTANT 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 AGREEMENT THAT CONSULTANT OR ITS SUBCONSULTANTS HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONSULTANT FURTHER AFFIRMS THAT IT OR ITS SUBCONSULTANT(S) HAS EITHER FULLY SATISFIED EACH JUDGMENT, DECISION OR ORDER, OR, IF ANY JUDGMENT, DECISION OR ORDER HAS NOT BEEN FULLY SATISFIED, CONSULTANT AFFIRMS THAT IT OR ITS SUBCONSULTANT(S) IS CURRENTLY SATISFYING SAID JUDGMENT, DECISION OR ORDER THROUGH A PAYMENT OR ALTERNATIVE PLAN APPROVED BY THE APPLICABLE COURT/GOVERNMENT AGENCY AND THAT CONSULTANT OR ITS SUBCONSULTANT(S) ARE IN COMPLIANCE WITH SAID PLAN AS OF THE DATE OF EXECUTING THIS AGREEMENT.

c. If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision or order finding that Consultant or a subconsultant it employs to perform work under this Agreement has violated any applicable wage and hour law, or Consultant learns of such a judgment, decision, or order that was not previously disclosed in its bid/proposal, Consultant 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. Consultant or its subconsultant(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 Consultant or its subconsultant is subject to a payment or other alternative plan, the Consultant or its subconsultant shall continue to submit documentary evidence every thirty (30) calendar days during the term of the Agreement demonstrating continued compliance with the plan until the judgment, decision or order has been fully satisfied.

d. 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

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Standards Enforcement, the City, or any other governmental entity or division tasked with the investigation and enforcement of wage and hour laws.

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

f. 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 Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

[SIGNATURES ON FOLLOWING PAGE]

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SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MILPITAS

AND HINDERLITER DE LLAMAS AND ASSOCIATES

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

CITY OF MILPITAS

Approved By:

DocuSigned by:
Ashwini Kantak
0CF42D4A8C604E4...

Steven G. McHarris, City Manager

Jul-22-2021

Date

Approved As To Form:

DocuSigned by:
Christopher J. Diaz
4C8B1A0B3F39D91...

Christopher J. Diaz, City Attorney

Approved:

DocuSigned by:
8C79D33218B7434...

Lauren Lai, CPA, MPA
Finance Director/Risk Manager

HINDERLITER DE LLAMAS AND ASSOCIATES

DocuSigned by:
Andrew Nickerson
2A8393594812482...

Signature

Andrew Nickerson

Name

President/CEO

Title

Jul-19-2021

Date

DIR Registration Number (If Applicable)

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EXHIBIT A

Scope of Services

1. **Sales, Use and Transactions Tax and Economic Analysis/Forecasting Services/Reports**
   1.1. Establish a special database identifying the name, address, and allocations of Client's sales tax producers. This database will be utilized to generate special reports to Client on major sales tax producers by rank and category, sales tax activity by categories, identification of reporting aberrations, and per capita and outlet comparisons with regional and statewide sales.
   1.2. Provide periodic updated reports to Client identifying changes in sales by individual businesses, business groups and categories, and by geographic area. These reports may include, without limitation, aberrations due to State audits, fund transfers, and receivables, along with late or double payments, and reconciliation worksheets to assist with budget forecasting.
   1.3. Provide periodic summaries for Client to share with others if it so desires (including the general public) that analyze Client's sales tax trends by major groups and geographic areas without disclosing confidential individual tax records.
   1.4. Establish a special database with California Department of Tax and Fee Administration ("CDTFA") registration data for businesses within applicable measure/district boundaries holding seller's permit accounts. Endeavor to identify transactions and use tax measure/district allocations under such accounts for the most current quarter and immediately prior quarter where available.
   1.5. Pursuant to MSA Section 6.3, periodically license for the limited, non-exclusive, non-transferable use by Client's staff certain of Consultant's web-based sales, use and/or transactions tax program(s) containing sellers permit, registration, allocation and related information for business outlets within Client's jurisdiction registered with the CDTFA.
   1.6. Provide periodic updated reports endeavoring to identify and assist with budget forecasting (i) changes in allocation totals by individual businesses, business groups and categories, and (ii) aberrations due to State audits, fund transfers, and receivables, along with late or double payments.
2. **Allocation and Audit Recovery Services**
   2.1. Conduct (as and when mutually agreed with Client) initial and on-going sales, use and transactions tax audits of businesses to help identify and correct distribution and allocation errors, and to help effect favorable registration, reporting or formula changes thereby generating previously unrealized sales, use or transactions tax income for Client and/or recover misallocated tax from registered taxpayers. Common errors to be monitored and corrected include transposition errors resulting in misallocations; erroneous consolidation of multiple outlets; formula errors; misreporting of "point of sale" to the wrong location; delays in reporting new outlets; misallocating use tax payments to the allocation pools or wrong jurisdiction; and erroneous fund transfers and adjustments.
   2.2. Initiate contacts with the CDTFA and sales management and accounting officials in companies that have businesses where a probability of error exists to endeavor to help verify whether current tax receipts accurately reflect the local sales activity.

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2.3. Prepare and submit to the CDTFA information for the purpose of correcting any identified allocation errors, and follow-up with individual businesses and the CDTFA to advocate for Client recovery of back or prospective payments that may be owing.

2.4. If, during the course of its audit, Consultant finds businesses located in Client's jurisdiction that are properly reporting sales, use or transactions taxes but have the potential for modifying their operation to provide an even greater share to Client, Consultant may so advise Client and collaborate with those businesses and Client to encourage such changes.

3. Consulting and Other Optional Services

From time to time in its sole discretion, consult with Client's staff, including without limitation, regarding (i) technical questions and other issues related to sales, use and transactions tax, (ii) utilization of reports to enhance collection efforts, (iii) sales tax projections for proposed annexations, economic development projects and budget planning, (iv) negotiating/review of tax sharing agreements, (v) establishing purchasing corporations, (vi) meeting with taxpayers to encourage self-assessment of tax obligations, and (vii) other sales, use or transactions tax revenue-related matters.

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EXHIBIT B

Schedule of Charges/Payments

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials Agreement.

1. **Sales, Use and Transactions Tax and Economic Analysis/Forecasting Services/Reports**
    a. Fees for performing the sales tax and economic analysis/forecasting Services as described above shall initially be **$750** per month. Fees for performing the transactions/use tax reports Services related to a measure/district as described above shall initially be **$200** per month for Measure F.
    b. Consultant may change the non-hourly Fees established above upon at least 30 days' prior written notice to Client (but not more than once a year). Any such change must be with reference to the 12-month percent change in the most recently published annual Consumer Price Index for All Urban Consumers (CPI-U), West Region, as reported by the U.S. Bureau of Labor Statistics (the "CPI Change"), and be equal to the greater of two percent (2%) or the actual CPI Change and the lesser of ten percent (10%) or the actual CPI Change. For example, if the actual CPI Change is 1.5%, then the annual increase will be 2%, if the actual CPI Change is 3.5%, then the annual increase will be 3.5%, and if the actual CPI Change is 12%, then the annual increase will be 10%.
2. **Allocation and Audit Recovery Services**
    a. Fees for performing the sales and use tax allocation and audit recovery Services described above shall be **15%** of all new, increased and recovered sales and use tax revenue received by the CITY as a result of CONSULTANT detecting and correcting the related sales/use distribution error.
    b. Fees for performing the transactions and use tax allocation and audit recovery Services described above shall be 15% of all new, increases and recovered transactions and use tax revenue received by the CITY as a result of CONSULTANT detecting and correcting the related transactions and use tax error.
    c. These fees apply to the first eight (8) consecutive reporting quarters commencing with the quarter in which the CDTFA distributes the local tax properly to CITY, together with any prior period reallocations made in response to the HdL inquiry.
    d. The transactions and use tax fees apply to retroactive adjustments only commencing with the quarter CDTFA distributes the local tax properly to CITY, together with any prior period reallocations. This fee WILL NOT apply to any prospective quarters

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e. The 15% contingency fee shall apply to the first $2 million in sales & use tax and transactions and use tax recovered; 10% for recoveries $2 million to $3 million; and 5% on recoveries over $3 million.

f. No fee shall be paid to CONSULTANT, in the event that the CITY identifies, documents, and notifies the CDTFA of a point-of-sale distribution error, reporting error or misallocation as those terms are used herein, the CITY will notify CONSULTANT of the CITY's discovery NO LATER THAN TEN (10) DAYS AFTER THE Date of Knowledge as defined in Title 18 of the California Code of Regulations, Regulation 1807 ("Date of Knowledge"). The CITY also agrees to notify CONSULTANT promptly if it is working on a local tax misallocation issue independently of CONSULTANT and to maintain and promptly make available to CONSULTANT on request contemporaneous documentation of such work and its timing so as to not duplicate work.

g. These Fees shall be paid notwithstanding any related Client assistance, work in parallel, and/or incurrence of attorneys' fees or other costs or expenses in connection, with the relevant Services.

h. These Fees shall be paid by Client upon Consultant's submittal of evidence of Consultant's relevant Services in support thereof, including, without limitation, copies of relevant communications between Consultant and the CDTFA and/or taxpayers.

i. Consultant recognizes Client's authority to waive or reduce the tax/fee-related debt of a business. Should Client decide to do so for a business whose deficiency was identified by Consultant, Consultant shall be entitled to compensation in the amount of one half (1/2) of the Fees Consultant would have otherwise earned. Deficiencies which are uncollectable due to insolvency or dissolution of the business, or for deficiencies which are otherwise incapable of collection (i.e. statute of limitation or other legal defense) shall not be considered a Client voluntary election to waive, and thus, Consultant would not be entitled to compensation related thereto under this provision.

3. **Consulting and Other Optional Services**

a. Fees for performing the consulting and other optional Services described above shall be based on the following initial hourly rates: (i) Principal - $325; (ii) Programmer - $295; (iii) Senior Analyst - $245; and (iv) Analyst - $195.

b. Consultant may change the rates for its hourly Fees from time to time in its sole discretion upon at least 30 days' prior written notice to Client.

4. **General Provisions Relating to Fees**

a. Fees for travel and lodging expenses will be invoiced at cost and applied to all meetings (including implementation, training, operations and support). Travel expenses only apply to out of scope travel and must therefore be pre-approved by Client.

b. Fees will be invoiced monthly to Client for Services performed during the prior month. To the extent that Consultant has commercially reasonable means to do so, Fees will be netted out of Client's monthly revenue disbursement.

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8. Confidentiality Information

Section 7056 of the State of California Revenue and Taxation Code ("R&T Code") specifically limits the disclosure of confidential taxpayer information contained in the records of the CDTFA. Section 7056 specifies the conditions under which a California city, county or district may authorize persons other than such city, county or district's officers and employees to examine state sales and use tax records.

Notwithstanding anything to the contrary set forth in this Schedule A to the MSA, the MSA itself, or otherwise, the following conditions specified in Section 7056-(b)(1) of the R&T Code are hereby incorporated into and made part of this Schedule A to the MSA:

8.1. Consultant is hereby authorized by Client under this Schedule A to the MSA to examine sales or transactions and use tax records of the CDTFA provided to Client pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law (commencing with R&T Code Section 7200) and the Transactions and Use Tax Law (commencing with R&T Code 7251).

8.2. Consultant is required to disclose information contained in, or derived from, those sales or transactions and use tax records only to an officer or employee of Client who is authorized by Client resolution provided to the CDTFA to examine the information.

8.3. During the term of this Schedule A to the MSA, Consultant is prohibited from performing consulting services for a retailer (as defined in R&T Code Section 6015).

8.4. After the term of this Schedule A to the MSA has expired, Consultant is prohibited from retaining the information contained in or derived from those sales or transactions and use tax records.

Information obtained by examination of CDTFA records shall be used only for purposes related to the collection of local sales or transactions and use taxes by the CDTFA pursuant to this Schedule A to the MSA, or for purposes related to other governmental functions of Client as set forth by resolution of the Client adopted pursuant to R&T Code Section 7056(b). Such resolution shall designate Consultant and its personnel as authorized to (i) examine such sales or transactions and use tax records and (ii) certify that this Section 8 to Schedule A to the MSA meets the requirements set forth in R&T Code Section 7056(b)(1).

Additional services beyond the scope of services in this proposal are priced separately depending on the complexity of the tasks involved. Such fees can either by fixed or time and materials.

	Hourly Rate
Principal	$325
Programmer	$295
Senior Analyst	$245
Analyst	$195
Associate	$150

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EXHIBIT C

Activity Schedule

Each assigned task by Consultant shall be completed by the deadline mutually agreed upon by Consultant and City. Any anticipated delays shall be immediately communicated by the Consultant to appropriate City staff.

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EXHIBIT "D"

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 D. 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.

_X__ 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:

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_X__ 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):

_X__ Insurance appropriates 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 appropriates 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.

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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:

_X__ 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

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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.

___ 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.

___ 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.

<u>THE FOLLOWING PROVISIONS APPLY TO ALL AGREEMENTS</u>

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

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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.

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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.

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Adopt a Resolution Approving the City of Milpitas Investment Policy for Fiscal Year 2021-22**
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	8/17/2021
Staff Contact:	**Lauren Lai, Director of Finance, 408-586-3111**
Recommendation:	Adopt a resolution of the City of Milpitas approving the Investment Policy for FY 2021-22.

Background:
California state law regarding the investment of public funds requires all local agencies to develop an investment policy that must be considered annually by the legislative body of the local agency at a public meeting. Staff works closely with the City's investment advisor, Chandler Asset Management, to review and update the City's investment policy for Council consideration, ensuring that the policy captures the latest changes to California Government Code as well as best practices. Chandler Asset Management manages approximately $22 billion, primarily comprising California local governments. Chandler has been working with local governments for over 30 years. Therefore, the Investment Policy (the Policy) for the City of Milpitas is submitted for Council's annual review and approval.

Analysis:
Staff and the City's investment advisor collaborated in reviewing the City's current Investment Policy and determined that the Policy continues to be in compliance with the provisions of the California Government Code (Code), Sections 16340, 16429.1-16429.4 and 53600-53686, the authority governing investments for municipal governments.

Senate Bill 998 (SB 998) introduced changes to Code applicable for 2021 that impact the City's investment policy. While none of the updates to Code require the City change its policy, staff and the City's investment advisor recommend the City adopt changes to the policy related to SB 998, as well as minor changes related to best practices for managing public funds. In review, the City's investment advisor noted that several local governments in California, including the cities of Vallejo, Alameda, and West Sacramento, as well as Alameda County Water District, among others, have already adopted some or all of these changes. The changes include:

- **Minimum Credit Quality Requirements**—The City's investment policy provides for minimum credit requirements when purchasing securities for the City's investment portfolio. Pursuant to California Government Code and best practices, staff is recommending the City include language that recognizes that minimum credit requirements apply at time of purchase.
- **Updates to Commercial Paper Concentration Limits**—The City's investment policy currently limits commercial paper holdings to no more than 25% of the City's investments. Pursuant to SB 998, staff recommends the City adopt a provision allowing up to 40% in commercial paper for local governments that have $100 million or more in investment assets. This provision sunsets on January 1, 2026, and is intended to allow California cities to invest their funds similarly to counties should the need arise to have more investments with shorter maturities.

- **Inclusion of Supranational Securities**—Since 2014, California Government Code has allowed California local governments to invest in obligations from the International Bank for Reconstruction and Development, the International Finance Corporation, and the Inter-American Development Bank, all known as supranational organizations under the World Bank umbrella. Supranational organizations are international development institutions that provide financing, advisory services, and/or other financial services to their member countries to achieve overall goal of improving living standards through sustainable economic growth. The three supranational organizations allowed by Code are currently rated in the rating category of AAA, are dollar-denominated, and issued for the United States market. Supranational obligations are considered liquid securities and provide a relatively safe way to diversify an investment portfolio at competitive yields. Staff is recommending the City include supranational obligations to the list of permitted investments for the City's funds in order to enhance safety, liquidity, and return.
- **Change in Prohibition of Zero-Accrual Securities**—The City's investment policy outlines various investment securities and activities that are not permitted in the management of the City's funds. Pursuant to SB 998, staff recommends updating the section of the policy detailing prohibited investments to allow for securities that could result in a zero- or negative-accrual if held to maturity, but only if they are government-issued securities. This provision of the law sunsets on January 1, 2026. The intent of this change to the law is to give cities an option for investing their funds should the Federal Reserve opt to pursue a negative interest rate policy (NIRP) as some nations have done. NIRP is a monetary policy designed to provide extraordinary stimulus to an economy in the face of severe, prolonged recessionary periods. The likelihood of the Federal Reserve opting to pursue NIRP is considered remote; SB 998, however, was written to allow California local governments to avoid being in violation of California law should NIRP be implemented, as the City would not have any investment options with a positive accrual for the deposit or investment of its funds should the Federal Reserve implement NIRP. Without this change to the policy, the City's investment program would be out of compliance with its investment policy if NIRP were to become a reality.

Fiscal Impact:
None – There is no fiscal impact as a result of the changes recommended to the policy.

California Environmental Quality Act:
The City Council's adoption of the resolution is not a "project" under the California Environmental Quality Act pursuant to CEQA Guideline 15378(b)(5) because it is an administrative activity that will not result in a direct or indirect physical change in the environment.

Recommendation:
Adopt a resolution of the City of Milpitas approving the Investment Policy for FY 2021-22.

Attachments:
1. Draft Resolution
2. Investment Policy (red-line version)
3. Investment Policy (clean version)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS APPROVING THE INVESTMENT POLICY FOR FISCAL YEAR 2021/2022

WHEREAS, the Legislature of the State of California has declared that the deposit and investment of public funds by local officials and local agencies is an issue of statewide concern; and

WHEREAS, the legislative body of a local agency may invest surplus monies not required for the immediate needs of the local agency in accordance with the provisions of California Government Code Section 53601 *et seq.*; and

WHEREAS, the Treasurer of the local agency shall annually prepare and submit a statement of investment policy and such policy, and any changes thereto, shall be considered by the legislative body at a public meeting; and

WHEREAS, the Investment Policy was last reviewed and approved by the City Council pursuant to Resolution No. 8996 on August 4, 2020.

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 Council has reviewed and considered the Investment Policy, including any changes, attached hereto as **Exhibit A**, and the Investment Policy for Fiscal Year 2021/2022 is hereby approved.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST: APPROVED:

_____ _____

Wendy Wood, City Clerk Rich Tran, Mayor

APPROVED AS TO FORM:

_____

Christopher Diaz, City Attorney

Exhibit A

CITY OF MILPITAS
INVESTMENTPOLICY

POLICY OVERVIEW

PURPOSE

The purpose of this policy is to establish overall guidelines for the management and investment of the City of Milpitas (the City) unexpended funds under authority granted by the City Council. This policy is in compliance with the provisions of the California Government Code, Sections 16340, 16429.1- 16429.4, and 53600-53686, the authority governing investments for municipal governments.

INVESTMENT OBJECTIVES

The primary objectives of this investment policy, in order of priority, are safety, liquidity, and return:

1) **Safety -** Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. This objective shall be accomplished by mitigating credit risk and market risk.
2) **Liquidity -** The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This objective shall be accomplished by structuring the portfolio so that securities mature concurrently with anticipated needs. The portfolio shall consist largely of securities with active secondary or resale market. Furthermore, a portion of the portfolio may be placed in money market funds or Local Agency Investment Fund (LAIF) whichoffer same day liquidity for short term investment.
3) **Return -** The investment portfolio is designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into consideration the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The core of investments is limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Nevertheless, investment performance shall be continually monitored and evaluated by the City Treasurer by comparison with other investment portfolio benchmarks.

Additionally, investments are to be made that will bear in mind the responsibility of City government to its citizens. The following investment considerations, which enhance the quality of life, will be adhered to:

- **Divestment From Publicly-Traded Fossil Fuel Companies -** The City of Milpitas has a responsibility to protect the lives and livelihoods of its inhabitants from the threat of climate

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- change. The City believes that its investments should support a future where all citizens can live healthy lives without the negative impacts of a warming environment. For the purposes of the Investment Policy, a "fossil fuel company" shall be defined as any of the two hundred publicly-traded companies with the largest coal, oil and gas reserves as measured by the gigatons of carbon dioxide that would be emitted if those reserves were extracted and burned, as listed in the Carbon Tracker Initiative's "Unburnable Carbon" report. Staff responsible for managing the City's investment portfolio are directed to divest all City investment funds heldin fossil fuel companies once they reach their maturities and are prohibited from making any new investments in such companies.

SCOPE

The investment policy applies to all financial assets of the City of Milpitas as accounted for in the Comprehensive Annual Financial Report (CAFR), including but not limited to the funds listed below:

- General Fund
- Special Revenue Funds
- Capital Projects Funds
- Debt Service Fund
- Enterprise Funds
- Internal Service Fund
- Trust and Agency Funds
- Any new fund created by the City Council unless specifically exempted with the exception of the following:

    1) The City's Deferred Compensation Plan is excluded because it is managed by a third-party administrator and invested by individual plan participants.
    2) Proceeds of debt issuance shall be invested in accordance with the investment objectives of this policy. However, such proceeds are generally invested in accordance with permitted investment provisions of their specific bond indentures. If the City Treasurer determines that the matching of bond reserve fund with the maturity schedule of an individual bond issue is prudent, the investment policy authorizes extending beyond the five year maturity limitation as outlined in this document.

STANDARDS OF CARE

1) Prudence - Pursuant to California Government Code, Section 53600.3, all persons authorized to make investment decisions on behalf of the City are trustees and therefore fiduciaries subject to the Prudent Investor Standard:

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

The City Treasurer and other individuals assigned to manage the investment portfolio, acting within the intent and scope of the investment policy and other written procedures and exercising due diligence, shall be relieved of personal responsibility and liability for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely manner and appropriate action is taken to control adverse developments.

2) **Ethics and Conflict of Interest -** Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program or could impair their ability to make impartial investment decisions. City employeesinvolved in the investment process shall disclose to the City Manager any material financial interest in financial institutions that conduct business within the jurisdiction. They shall further disclose any large personal financial/investment positions that could affect the performance of the investment portfolio.

3) **Delegation of Authority -** Authority to manage the investment program is derived from California Government Code, Sections 41006 and 53600 et seq and granted to the City Treasurer by Section VI-1-3.04 of the City of Milpitas Municipal Code. Under the oversight of the City Treasurer, responsibility for the operation of the investment program may be delegated to the Finance Administration staff, who shall act in accordance with established written procedures and internal controls consistent with the investment policy. The City Treasurer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of the subordinate staff members. The system of internal controls includes separation of duties, custodial safekeeping, avoidance of physical delivery securities, development of wire transfer agreement, and clear delegation of authority to subordinate staff members. The City may engage the services of one or more external investment advisers, who are registered under the Investment Advisers Act of 1940, to assist in the management of the City's investment portfolio in a manner consistent with the City's objectives. External investment advisers may be granted discretion to purchase and sell investment securities in accordance with this investment policy. The City's overall investment program shall be designed and managed with a degree of professionalism that is worthy of the public trust. The City recognizes that in a diversified portfolio, occasional measured losses may be inevitable and must be considered within the context of the overall portfolio's return and the cash flow requirements of the City.

INVESTMENT GUIDELINES

INVESTMENT PARAMETERS

1) **Maximum Maturities** - To the extent possible, the City shall attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities maturing more than five (5) years from the date of trade settlement. The intent to invest in securities beyond the five year maturity limitation shall be disclosed in writing to the City Council no less than 3 months prior to the investment. Reserve funds established by the issuance of bonds and other funds with longer-term investment horizons may be invested in securities exceeding five years if the maturity of such investments are made to coincide with the expected use of funds.

~~2)~~ **Competitive Bidding** - It is the policy of the City to require that, where possible, all transactions with broker/dealers shall be selected on a competitive basis and their bid or offering prices shallbe recorded. If there is no other readily available competitive offering, best efforts will be made

to document quotations for comparable or alternative securities. When purchasing original issue instrumentality securities, no competitive offerings will be required as all dealers in the selling group offer those securities at the same original issue price.

PERFORMANCE EVALUATION/BENCHMARK

- The investment portfolio shall be designed to attain a market-average rate of return throughout budgetary and economic cycles, taking into account the City's risk constraints, the cash flow characteristics of the portfolio, and state and local laws, ordinances or resolutions that restrict investments. Investment performance is continually monitored and evaluated by the City Treasurer. Investment performance statistics and activity reports are prepared on a quarterly basis for presentation to the City Manager and City Council within 30 days of the end of the quarter.
- The City Treasurer shall select an appropriate, readily available index to use as a market benchmark. The benchmark should be commensurate with the level of market risk of the portfolio, and should serve as a measure of risk, interest income, and fair value appreciation. Samples of readily available benchmarks include Intercity Exchange/Bank of America/Merrill Lynch 1-3 Year or 1-5 Year Treasury Indices.

SAFEKEEPING OF SECURITIES

- To protect against fraud or embezzlement or losses caused by collapse of an individual securities dealer, all securities owned by the City shall be held in safekeeping by a third party bank trust department, acting as agent for the City under the teams of a custody agreement or master repurchase agreement. All trades executed by a dealer will settle delivery vs. payment (DVP) through the City's safekeeping agent.
- Securities held in custody for the City shall be reviewed and verified quarterly by Finance staff who has not been assigned to the investment function.

INTERNAL CONTROL

The City Treasurer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that the cost of a control should not exceed the benefits to be derived and that the valuation of costs and benefits requires estimates and judgments by management.

The internal controls shall address the following points:

- Control of collusion
- Separation of transaction authority from accounting and record keeping
- Custodial safekeeping
- Avoidance of physical delivery securities
- Clear delegation of authority to subordinate staff members
- Written confirmation of transactions for investments and wire transfers
- Development of a wire transfer agreement with the lead bank and third party custodian

REPORTING

- The City Treasurer shall review and render quarterly reports to the City Manager and City Council which shall include the par and dollar amount of the investment, the classification of the investment, the percentage of the total portfolio which each type of investment represents, the name of the institution or entity, the rate of interest, the maturity date, the current market value, and the

source of the market value.

- Statement that the projected cash flow is adequate to meet expected obligations over the next six months.
- A report of transactions by month.
- The weighted average maturity of the investment portfolio.
- The average weighted yield to maturity of the portfolio as compared to the applicable benchmark.
- Statement of compliance with the investment policy.
- The report is due within 30 days of the end of the quarter.
- The City Manager may, at his discretion, require this reporting on a monthly basis based upon market conditions.

QUALIFIED BROKER/DEALERS

- The City shall transact business with financial institutions and security broker/dealers after careful review of their qualifications and creditworthiness. All dealers who desire to do business with the City shall provide the necessary information (e.g. audited financial statements, proof of state registration, proof of National Association of Securities Dealers certification, etc.) from which the City can determine their creditworthiness, the existence of any pending legal action against the firm or the individual broker as well as an understanding of the security markets that they service. The City Treasurer shall annually send a copy of the current investment policy to all financial institutionsand broker/dealers approved to do business with the City. Confirmation of receipt of this policy shall be considered evidence that the dealer understands the City's investment policies and intends to sell the City only appropriate investments authorized by this investment policy.

- In accordance with California Government Code Section 53601.5, Any investment authorized pursuant to Section 53601 or 53601.1, not purchased directly from the issuer, shall be purchased either from an institution licensed by the state as a broker-dealer, as defined in Section 25004 of the Corporations Code, or from a member of a federally regulated securities exchange, from a national or state-chartered bank, from a savings association or federal association (as defined by Section 5102 of the Financial Code) or from a brokerage firm designated as a primary dealer by the Federal Reserve bank.

- Selection of financial institutions and broker/dealers authorized to engage in transactions will be at the sole discretion of the City, except where the City utilizes an external investment adviser in which case the Agency may rely on the adviser for selection.

COLLATERAL REQUIREMENTS

Collateral is required for investments in non-negotiable certificates of deposit and repurchase agreements. In order to reduce market risk, the collateral level shall be at least 102% of market value of principal and accrued interest and marked-to-market weekly. Securities acceptable as collateral shallbe the direct obligations of or are fully guaranteed as to principal and interest by the United States or any agency of the United States.

The City shall require any bank or financial institution to comply with the collateralization criteria defined in California Government Code, Section 53651.

AUTHORIZED INVESTMENTS

Investment of City funds is governed by the California Government Code, Sections 16340, 16429.1-16429.4, and 53600-53686. Within the context of the limitations, the following investments are

authorized, as further limited herein. In the event a discrepancy is found between this policy and the

Code, the more restrictive parameters will take precedence. Percentage holding limits and minimum credit quality requirements listed in this section apply at the time the security is purchased.

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

An appropriate risk level shall be maintained by primarily purchasing securities that are of high quality, liquid, and marketable. The portfolio shall be diversified by security type and institution to avoid incurring unreasonable and avoidable risks regarding specific security types or individual issuers.

1) **United States Treasury Bills, Bonds, and Notes** or those for which the full faith and credit of the United States are pledged for payment of principal and interest. There is no percentage limitation of the portfolio which can be invested in this category, though a five year maturity limitation is applicable.

2) **Federal Agency Obligations** or United States Government-Sponsored Enterprise (GSE) obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or Unites States government sponsored enterprises. There is no percentage limitation of the portfolio which can be invested in this category, although a five year maturity limitation is applicable. Additionally, no more than 30% of the portfolio may be invested in any single Agency/GSE issuer, and the maximum percent of agency callable securities in the portfolio will be 20%.

3) **Banker's Acceptances**- Bills of exchange or time drafts drawn on and accepted by commercial banks, otherwise known as banker's acceptances. Banker's acceptances must be issued by institutions which have short-term debt obligations rated "A-1" or its equivalent or better by at least one nationally recognized statistical rating organization (NRSRO), or long-term debt obligations which are rated in a rating category of "A" or its equivalent or better by at least one NRSRO. Purchase of banker's acceptances may not exceed 180 days maturity or 40% of the value of the portfolio. Furthermore, no more than 5% of the value of the portfolio may be invested in the banker's acceptances of any one commercial bank.

4) **Commercial Paper** of the highest letter and number rating as provided by at least one NRSRO, either:

   - Issued by general corporations organized and operating within the United States, having assets in excess of $500,000,000 and having a rating in the rating category of "A" or its equivalent or better rating on debt other than commercial paper as provided by at least one NRSRO, or
   - Issued by entities organized within the United States as a special purpose corporation, trust, or limited liability company. The securities must have program-wide credit enhancements including, but not limited to, overcollateralization, letters of credit, or a surety bond. The securities must by rated "A-1" or its equivalent or better by at least one NRSRO.

   Purchases of eligible commercial paper may not exceed 270 days maturity nor represent more than 10% of the outstanding paper of the issuing corporation. Purchases of commercial paper may not exceed 25% of the value of the portfolio. No more than 5% of the portfolio may be invested in any single issuer. Under a provision sunsetting on January 1, 2026, no more than 40% of the portfolio may be invested in Commercial Paper if the City's investment assets under management is $100,000,000 or greater.

5) **Negotiable Certificates of Deposit** issued by nationally or state chartered banks, a savings association or a federal association, a state or federal credit union, or by a federally-licensed or state-licensed branch of a foreign bank. Purchases of negotiable certificates of deposit may not exceed 30% of the value of the portfolio. No more than 5% of the portfolio may be invested in any single issuer. A maturity limitation of five years is applicable. The amount of the NCD insured upto the FDIC limit does not require any credit ratings. Any amount above the FDIC insured limitmust be issued by institutions which have short-term debt obligations rated "A-1" or its equivalent or better by at least one NRSRO; or long-term obligations rated in a rating category of "A" or its equivalent or better by at least one NRSRO.

6) **Repurchase Agreements** - Repurchase agreements collateralized with securities authorized under in accordance with California Government Code Section 53601(j). There are no limits on the dollar amount or percentage that the City may invest. The maturity of the repurchase agreements shall not exceed one year. The market value of the securities used as collateral for the repurchase agreements shall be monitored by the investment staff weekly and shall not be allowed to fall below 102% of the value of the repurchase agreement. A Master Repurchase agreement is required between the Cityand the dealer for all repurchase agreements transacted.

7) **Time Deposits** - Time deposits, non-negotiable and collateralized in accordance with the California Government Code, may be purchased through banks or savings and loan associations. A maturity limitation of five years is applicable.

8) **Medium-Term Corporate Notes** issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States with a maximum maturity of five years may be purchased. Securities eligible for investment shall be rated in a rating category of "A" or its equivalent better by at least one NRSRO. Purchase of medium-term notes may not exceed 30% of the value of the portfolio and no more than 5% of the value of the portfolio may be invested in notes issued by one corporation.

9) **Local Agency Investment Fund (LAIF)** - a State of California managed investment pool may be used up to the maximum permitted in accordance with California Government Code Section 16429.1.

10) **Money Market Funds -** Money Market funds invested in U.S. Government securities are permitted under this policy and under the California Government Code Section 53601. In order to be eligible for investment under this section, an investment objective of such a fund must be the maintenance of a price per share of $1.00. Investment in such funds shall not exceed 20% of the City's total portfolio and no more than 10% of the City's total portfolio may be invested in any one money market fund. In addition, either one of the following criteria must be met:
    - The fund shall have achieved a rating of "AAA" by at least two nationally recognized statistical rating organizations, or
    - The fund shall have retained an advisor who is registered or exempt from registration with the Security Exchange Commission with not less than five years' experience managing money market funds with assets under management in excess of five hundred million dollars ($500,000,000).

11) **Municipal Securities –** including obligations of the City, the State of California, and any local agency within the State of California, provided that:

- The securities are rated in a rating category of "A" or its equivalent or better by at least one nationally recognized statistical rating organization ("NRSRO").
- No more than 5% of the portfolio may be invested in any single issuer.
- No more than 30% of the portfolio may be in Municipal Securities.
- The maximum maturity does not exceed five (5) years.

12) **Municipal Securities (Registered Treasury Notes or Bonds)** of any of the other 49 states in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 states, in addition to California., provided that:
    - The securities are rated in a rating category of "A" or its equivalent or better by at least one nationally recognized statistical rating organization ("NRSRO").
    - No more than 5% of the portfolio may be invested in any single issuer.
    - No more than 30% of the portfolio may be in Municipal Securities.
    - The maximum maturity does not exceed five (5) years.

13) **Asset-Backed, Mortgage-backed, Mortgage Passthrough Securities, and Collateralized Mortgage Obligations From Issuers Not Defined In Sections 1 And 2 of the Authorized Investments Section of this Policy,** provided that:
    - The securities are rated in a rating category of "AA" or its equivalent or better by a NRSRO.
    - No more than 20% of the total portfolio may be invested in these securities.
    - No more than 5% of the portfolio may be invested in any single Asset-Backed or Commercial Mortgage security issuer.
    - The maximum legal final maturity does not exceed five (5) years.

14) **Collateralized Bank Deposits—**City's deposits with financial institutions will be collateralized with pledged securities per California Government Code, Section 53651. There are no limits on the dollar amount or percentage that the City may invest in collateralized bank deposits.

15) **Supranational Securities**—provided that Issues are US dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank. The securities must be rated in a rating category of "AA" or its equivalent or better by a NRSRO. No more than 30% of the total portfolio may be invested in these securities. No more than 10% of the portfolio may be invested in any single issuer. The maximum maturity does not exceed five (5) years.

INELIGIBLE INVESTMENTS AND INVESTMENT PRACTICES

Ineligible investments are those that are not described herein, including but not limited to, common stocks, reverse repurchase agreements, inverse floaters, range notes, mortgage derived interest only strips, derivatives securities, or any security that could result in zero interest accrual. Under a provision sunsetting on January 1, 2026, securities backed by the U.S. Government that could result in a zero- or negative-interest accrual if held to maturity are permitted. Trading securities for the sole purpose of speculating on the future direction of interest rates is prohibited. Purchasing or selling securities on margin is prohibited. The use of reverse repurchase agreements, securities lending or any other form of borrowing or leverage is prohibited. The purchase of foreigncurrency denominated securities is prohibited.

RISK MANAGEMENT AND DIVERSIFICATION

Mitigating Credit Risk in the Portfolio: Credit risk is the risk that a security or a portfolio will lose

some or all its value due to a real or perceived change in the ability of the issuer to repay its debt. The City will mitigate credit risk by adopting the following strategies:

- The diversification requirements included in the "Authorized Investments" section of this policy are designed to mitigate credit risk in the portfolio.
- No more than 5% of the total portfolio may be deposited with or invested in securities issued by any single issuer unless otherwise specified in this policy.
- The City may elect to sell a security prior to its maturity and record a capital gain or loss in order to manage the quality, liquidity or yield of the portfolio in response to market conditions or City's risk preferences.
- If a security owned by the City is downgraded to a level below the requirements of this policy, making the security ineligible for additional purchases, the following steps will be taken:
    - Any actions taken related to the downgrade by the investment manager will be communicated to the City Treasurer in a timely manner.
    - If a decision is made to retain the security, the credit situation will be monitored and reported to the City Council as part of the Quarterly Investment Report.

Mitigating Market Risk in the Portfolio: Market risk is the risk that the portfolio value will fluctuate due to changes in the general level of interest rates. The City recognizes that, over time, longer-term portfolios have the potential to achieve higher returns. On the other hand, longer-term portfolios have higher volatility of return. The City will mitigate market risk by providing adequate liquidity for short-term cash needs, and by making longer-term investments only with funds that are not needed for current cash flow purposes.

The City further recognizes that certain types of securities, including variable rate securities, securities with principal paydowns prior to maturity, and securities with embedded options, will affect the market risk profile of the portfolio differently in different interest rate environments. The City, therefore, adopts the following strategies to control and mitigate its exposure to market risk:

- The City will maintain a minimum of six months of budgeted operating expenditures in short term investments to provide sufficient liquidity for expected disbursements.
- The maximum stated final maturity of individual securities in the portfolio will be five (5) years, except as otherwise stated in this policy.
- The duration of the portfolio will generally be approximately equal to the duration (typically, plus or minus 20%) of a Market Benchmark as described in the Performance Evaluation/Benchmark section of this policy; an index selected by the City based on the City's investment objectives, constraints and risk tolerances.

INVESTMENT POOLS/MUTUAL FUNDS

The Agency shall conduct a thorough investigation of any pool or mutual fund prior to making an investment, and on a continual basis thereafter. The Treasurer shall develop a questionnaire which will answer the following general questions:

- A description of eligible investment securities, and a written statement of investment policy and objectives.

- A description of interest calculations and how it is distributed, and how gains and losses are treated.
- A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced and the program audited.
- A description of who may invest in the program, how often, what size deposit and withdrawal are allowed.
- A schedule for receiving statements and portfolio listings.
- Are reserves, retained earnings, etc. utilized by the pool/fund?
- A fee schedule, and when and how is it assessed.
- Is the pool/fund eligible for bond proceeds and/or will it accept such proceeds?

INTEREST EARNINGS

All moneys earned and collected from investments authorized in this policy shall be allocated monthly to various fund accounts based on the cash balance in each fund as a percentage of the entire pooled portfolio.

ANNUAL POLICY APPROVAL

The City's investment policy shall be adopted by resolution of the City Council on an annual basis. This investment policy shall be reviewed at least annually to ensure its consistency with the overall objectives of preservation of principal, liquidity and yield, and its relevance to current law and financial and economic trends. Any amendments to the policy shall be forwarded to City Council for approval.

GLOSSARY OF TERMS

Accrued Interest- Interest earned but not yet received.

Active Deposits- Funds which are immediately required for disbursement.

Amortization- An accounting practice of gradually decreasing (increasing) an asset's book value by spreading its depreciation (accretion) over a period of time.

Arbitrage- Transactions by which securities are bought and sold in different markets at the same time for the sake of the profit arising from a yield difference in the two markets.

Asked Price- The price a broker dealer offers to sell securities.

Banker's Acceptance- A high quality, short term money market instrument used to finance international trade. There has never been an instance of a failure to pay a banker's acceptance in full at its maturity date.

Basis Point- One basis point is one hundredth of one percent (.01).

Bid Price- The price a broker dealer offers to purchase securities.

Bond- A financial obligation for which the issuer promises to pay the bondholder a specified stream of future cash flows, including periodic interest payments and a principal repayment.

Book Value- The value at which a debt security is shown on the holder's balance sheet. Book value is acquisition cost less amortization of premium or accretion of discount.

Broker- Someone who brings buyers and sellers together and is compensated for his/her service.

Certificate of Deposit- A deposit insured up to $250,000 by the FDIC at a set rate for a specified period of time.

Collateral- Securities, evidence of deposit or pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposit of public moneys.

Commercial Paper- Short-term, negotiable unsecured promissory notes of corporations.

Comprehensive Annual Financial Report (CAFR)- The official annual financial report for the City, prepared in conformity with Generally Accepted Accounting Principles (GAAP).

Coupon- The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value.

Credit Risk - Defined as the risk of loss due to failure of the issuer of a security.

Current Yield- The interest paid on an investment expressed as a percentage of the current price of the security.

Custodian- A bank or other financial institution that keeps custody of stock certificates and other assets.

Defeased Bond Issues- Issues that have sufficient money to retire outstanding debt when due so that the agency is released from the contracts and covenants in the bond document.

Delivery vs. Payment (DVP)- Delivery of securities with a simultaneous exchange of money for the securities.

Derivative- Securities that are based on, or derived from, some underlying asset, reference date, or index.

Discount- The difference between the cost of a security and its value at maturity when quoted at lower than face value.

Diversification- Dividing investment funds among a variety of securities offering independent returns and risk profiles.

Duration- A measure of the timing of the cash flows, such as the interest payments and the principal repayment, to be received from a given fixed-income security. This calculation is based on three variables: term to maturity, coupon rate, and yield to maturity. The duration of a security is a useful indicator of its price volatility for given changes in interest rates.

Fannie Mae- Trade name for the Federal National Mortgage Association (FNMA), a U.S. sponsored corporation.

Federal Reserve System- The central bank of the U.S. which consists of a seven member Board of Governors, 12 regional banks and 5,700 commercial banks that are members.

Federal Deposit Insurance Corporation (FDIC)- Insurance provided to customers of a subscribing bank which guarantees deposits to a set limit (currently $250,000) per account.

Fed Wire- A wire transmission service established by the Federal Reserve Bank to facilitate the transfer of funds through debits and credits of funds between participants within the Fed system.

Freddie Mac- Trade name for the Federal Home Loan Mortgage Corporation (FHLMC), a U.S. sponsored corporation.

Ginnie Mae- Trade name for the Government National Mortgage Association (GNMA), a direct obligation bearing the full faith and credit of the U.S. Government.

Government Accounting Standards Board (GASB)- A standard-setting body, associated with the Financial Accounting Foundation, which prescribes standard accounting practices for governmental units.

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Guaranteed Investment Contracts (GICS)- An agreement acknowledging receipt of funds, for deposit, specifying terms for withdrawal, and guaranteeing a rate of interest to be paid.

Inactive Deposits- Funds not immediately needed for disbursement.

Interest Rate- The annual yield earned on an investment, expressed as a percentage.

Investment Agreements- An agreement with a financial institution to borrow public funds subject to certain negotiated terms and conditions concerning collateral, liquidity and interest rates.

Liquidity- An asset that can easily and rapidly be converted into cash without significant loss of value.

Local Agency Investment Fund (LAIF)- A pooled investment vehicle for local agencies in California sponsored by the State of California and administered by the State Treasurer.

Local Agency Investment Pool- A pooled investment vehicle sponsored by a local agency or a group of local agencies for use by other local agencies.

Market Risk- Defined as market value fluctuations due to overall changes in the general level of interest rates.

Market Value- The price at which a security is trading and could presumably be purchased or sold.

Maturity- The date upon which the principal or stated value of an investment becomes due and payable.

Modified Duration- A measure of exposure to market risk of a security or a portfolio. It is the percent change in the price of a security (portfolio) or a 100 basis point change in the security's (portfolio's) yield.

Mutual Funds- An investment company that pools money and can invest in a variety of securities, including fixed-income securities and money market instruments.

Negotiable Certificate of Deposit- A large denomination certificate of deposit which can be sold in the open market prior to maturity.

New Issue- Term used when a security is originally "brought" to market.

Note- A written promise to pay a specified amount to a certain entity on demand or on a specified date.

Par Value- The amount of principal which must be paid at maturity. Also referred to as the face amount of a bond, normally quoted in S1,000 increments per bond.

Perfected Delivery- Refers to an investment where the actual security or collateral is held by an independent third party representing the purchasing entity.

Portfolio- Combined holding of more than one stock, bond, commodity, real estate investment, cash equivalent, or other asset. The purpose of a portfolio is to reduce risk by diversification.

Primary Dealer- A group of government securities dealers that submit daily reports of market activity and security positions held to the Federal Reserve Bank of New York and are subject to its informal oversight.

Principal- The face value or par value of a debt instrument, or the amount of capital invested in a given security.

Prospectus- A legal document that must be provided to any prospective purchaser of a new securities offering registered with the SEC that typically includes information on the issuer, the issuer's business, the proposed use of proceeds, the experience of the issuer's management, and certain certified financial statements (also known as an "official statement")

Prudent Investor Standard- A standard of conduct where a person acts with care, skill, prudence, and diligence when investing, reinvesting, purchasing, acquiring, exchanging, selling and managing funds. The test of whether the standard is being met is if a prudent person acting in a similar situation would engage in similar conduct to ensure that investments safeguard principal and maintain liquidity.

Purchase Date- The date in which a security is purchased for settlement on that or a later date.

Rate of Return- The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

Repurchase Agreement (REPO)- A transaction where the seller agrees to buy back from the buyer (City) the securities at an agreed upon price on demand or at a specified date.

Reverse Repurchase Agreement (REVERSE REPO)- A transaction where the seller (City) agrees to buy back from the buyer the securities at an agreed upon price on demand or at a specified date.

Risk- Degree of uncertainty of return on an asset.

Rule G-37 of the Securities Rulemaking Board- Federal regulations to sever any connection between the making of political contributions and the awarding of municipal securities business.

Safekeeping Service- An arrangement under which a third party institution holds securities or valuables under safe, controlled conditions. A safekeeping arrangement is evidenced by a safekeeping receipt.

Sallie Mae- Trade name for the Student Loan Marketing Association (SLMA), a U.S. sponsored corporation.

Secondary Market- A market made for the purchase and sale of outstanding issues following the initial distribution.

Securities and Exchange Commission (SEC)- The federal agency responsible for supervising and regulating the securities industry.

Settlement Date- The date on which a trade is cleared by delivery of securities against funds.

Tax and Revenue Anticipation Notes (TRANS)- Notes issued in anticipation of receiving tax proceeds or other revenues at a future date.

Time Certificate of Deposit- A non-negotiable certificate of deposit which cannot be sold prior to maturity.

Treasury Bills- U.S. Treasury Bills which are short-term, direct obligations of the U.S. Government issued with original maturities of 13 weeks, 26 weeks and 52 weeks; sold in minimum amounts of $10,000 in multiples of $5,000 above the minimum. Issued in book entry form only. T-bills are sold on a discount basis.

Trustee or trust company or trust department of a bank- A financial institution with trust powers which acts in a fiduciary capacity for the benefit of the bondholders in enforcing the terms of the bond contract.

Underwriter- A dealer which purchases a new issue of municipal securities for resale.

U.S. Government Agencies- Instruments issued by various US Government Agencies most of which are secured only by the credit worthiness of the particular agency.

U.S. Treasury Obligations- Debt obligations of the United States Government sold by the Treasury Department in the forms of Bills, Notes, and Bonds. Bills are short-term obligations that mature in 1 year or less and are sold on the basis of a rate of discount. Notes are obligations which mature between 1 year and 10 years. Bonds are long-term obligations which generally mature in **10** years or more.

Weighted Average Maturity (WAM)- The average maturity of all the securities that comprise a portfolio that is typically expressed in days or years.

Yield- The rate of annual income return on an investment, expressed as a percentage. It is obtained by dividing the current dollar income by the current market price of the security.

Yield to Maturity- The rate of income return on an investment, minus any premium or plus any discount, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond, expressed as a percentage.

Yield Curve- A graphic representation that shows the relationship at a given point in time between yields and maturity for bonds that are identical in every way except maturity.

Exhibit A

CITY OF MILPITAS
INVESTMENTPOLICY

POLICY OVERVIEW

PURPOSE

The purpose of this policy is to establish overall guidelines for the management and investment of the City of Milpitas (the City) unexpended funds under authority granted by the City Council. This policy is in compliance with the provisions of the California Government Code, Sections 16340, 16429.1- 16429.4, and 53600-53686, the authority governing investments for municipal governments.

INVESTMENT OBJECTIVES

The primary objectives of this investment policy, in order of priority, are safety, liquidity, and return:

1) **Safety -** Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. This objective shall be accomplished by mitigating credit risk and market risk.
2) **Liquidity -** The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This objective shall be accomplished by structuring the portfolio so that securities mature concurrently with anticipated needs. The portfolio shall consist largely of securities with active secondary or resale market. Furthermore, a portion of the portfolio may be placed in money market funds or Local Agency Investment Fund (LAIF) whichoffer same day liquidity for short term investment.
3) **Return -** The investment portfolio is designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into consideration the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The core of investments is limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Nevertheless, investment performance shall be continually monitored and evaluated by the City Treasurer by comparison with other investment portfolio benchmarks.

Additionally, investments are to be made that will bear in mind the responsibility of City government to its citizens. The following investment considerations, which enhance the quality of life, will be adhered to:

- **Divestment From Publicly-Traded Fossil Fuel Companies -** The City of Milpitas has a responsibility to protect the lives and livelihoods of its inhabitants from the threat of climate change. The City believes that its investments should support a future where all citizens can live healthy lives without the negative impacts of a warming environment. For the purposes of the Investment Policy, a "fossil fuel company" shall be defined as any of the two hundred publicly-traded companies with the largest coal, oil and gas reserves as measured by the

gigatons of carbon dioxide that would be emitted if those reserves were extracted and burned, as listed in the Carbon Tracker Initiative's "Unburnable Carbon" report. Staff responsible for managing the City's investment portfolio are directed to divest all City investment funds heldin fossil fuel companies once they reach their maturities and are prohibited from making any new investments in such companies.

SCOPE

The investment policy applies to all financial assets of the City of Milpitas as accounted for in the Comprehensive Annual Financial Report (CAFR), including but not limited to the funds listed below:

- General Fund
- Special Revenue Funds
- Capital Projects Funds
- Debt Service Fund
- Enterprise Funds
- Internal Service Fund
- Trust and Agency Funds
- Any new fund created by the City Council unless specifically exempted with the exception of the following:

1) The City's Deferred Compensation Plan is excluded because it is managed by a third-party administrator and invested by individual plan participants.
2) Proceeds of debt issuance shall be invested in accordance with the investment objectives of this policy. However, such proceeds are generally invested in accordance with permitted investment provisions of their specific bond indentures. If the City Treasurer determines that the matching of bond reserve fund with the maturity schedule of an individual bond issue is prudent, the investment policy authorizes extending beyond the five year maturity limitation as outlined in this document.

STANDARDS OF CARE

1) Prudence - Pursuant to California Government Code, Section 53600.3, all persons authorized to make investment decisions on behalf of the City are trustees and therefore fiduciaries subject to the Prudent Investor Standard:

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

The City Treasurer and other individuals assigned to manage the investment portfolio, acting within the intent and scope of the investment policy and other written procedures and exercising due diligence, shall be relieved of personal responsibility and liability for an individual

security's credit risk or market price changes, provided deviations from expectations are reported in a timely manner and appropriate action is taken to control adverse developments.

2) **Ethics and Conflict of Interest -** Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program or could impair their ability to make impartial investment decisions. City employeesinvolved in the investment process shall disclose to the City Manager any material financial interest in financial institutions that conduct business within the jurisdiction. They shall further disclose any large personal financial/investment positions that could affect the performance of the investment portfolio.

3) **Delegation of Authority -** Authority to manage the investment program is derived from California Government Code, Sections 41006 and 53600 et seq and granted to the City Treasurer by Section VI-1-3.04 of the City of Milpitas Municipal Code. Under the oversight of the City Treasurer, responsibility for the operation of the investment program may be delegated to the Finance Administration staff, who shall act in accordance with established written procedures and internal controls consistent with the investment policy. The City Treasurer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of the subordinate staff members. The system of internal controls includes separation of duties, custodial safekeeping, avoidance of physical delivery securities, development of wire transfer agreement, and clear delegation of authority to subordinate staff members. The City may engage the services of one or more external investment advisers, who are registered under the Investment Advisers Act of 1940, to assist in the management of the City's investment portfolio in a manner consistent with the City's objectives. External investment advisers may be granted discretion to purchase and sell investment securities in accordance with this investment policy. The City's overall investment program shall be designed and managed with a degree of professionalism that is worthy of the public trust. The City recognizes that in a diversified portfolio, occasional measured losses may be inevitable and must be considered within the context of the overall portfolio's return and the cash flow requirements of the City.

INVESTMENT GUIDELINES

INVESTMENT PARAMETERS

1) **Maximum Maturities** - To the extent possible, the City shall attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities maturing more than five (5) years from the date of trade settlement. The intent to invest in securities beyond the five year maturity limitation shall be disclosed in writing to the City Council no less than 3 months prior to the investment. Reserve funds established by the issuance of bonds and other funds with longer-term investment horizons may be invested in securities exceeding five years if the maturity of such investments are made to coincide with the expected use of funds.

   Competitive Bidding - It is the policy of the City to require that, where possible, all transactions with broker/dealers shall be selected on a competitive basis and their bid or offering prices shallbe recorded. If there is no other readily available competitive offering, best efforts will be made to document quotations for comparable or alternative securities. When purchasing original issue instrumentality securities, no competitive offerings will be required as all dealers in the selling group offer those securities at the same original issue price.

PERFORMANCE EVALUATION/BENCHMARK

- The investment portfolio shall be designed to attain a market-average rate of return throughout budgetary and economic cycles, taking into account the City's risk constraints, the cash flow characteristics of the portfolio, and state and local laws, ordinances or resolutions that restrict investments. Investment performance is continually monitored and evaluated by the City Treasurer. Investment performance statistics and activity reports are prepared on a quarterly basis for presentation to the City Manager and City Council within 30 days of the end of the quarter.
- The City Treasurer shall select an appropriate, readily available index to use as a market benchmark. The benchmark should be commensurate with the level of market risk of the portfolio, and should serve as a measure of risk, interest income, and fair value appreciation. Samples of readily available benchmarks include Intercity Exchange/Bank of America/Merrill Lynch 1-3 Year or 1-5 Year Treasury Indices.

SAFEKEEPING OF SECURITIES

- To protect against fraud or embezzlement or losses caused by collapse of an individual securities dealer, all securities owned by the City shall be held in safekeeping by a third party bank trust department, acting as agent for the City under the teams of a custody agreement or master repurchase agreement. All trades executed by a dealer will settle delivery vs. payment (DVP) through the City's safekeeping agent.
- Securities held in custody for the City shall be reviewed and verified quarterly by Finance staff who has not been assigned to the investment function.

INTERNAL CONTROL

The City Treasurer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that the cost of a control should not exceed the benefits to be derived and that the valuation of costs and benefits requires estimates and judgments by management.

The internal controls shall address the following points:

- Control of collusion
- Separation of transaction authority from accounting and record keeping
- Custodial safekeeping
- Avoidance of physical delivery securities
- Clear delegation of authority to subordinate staff members
- Written confirmation of transactions for investments and wire transfers
- Development of a wire transfer agreement with the lead bank and third party custodian

REPORTING

The City Treasurer shall review and render quarterly reports to the City Manager and City Council which shall include the par and dollar amount of the investment, the classification of the investment, the percentage of the total portfolio which each type of investment represents, the nameof the institution or entity, the rate of interest, the maturity date, the current market value, and the source of the market value.

- Statement that the projected cash flow is adequate to meet expected obligations over the next six months.

- A report of transactions by month.
- The weighted average maturity of the investment portfolio.
- The average weighted yield to maturity of the portfolio as compared to the applicable benchmark.
- Statement of compliance with the investment policy.
- The report is due within 30 days of the end of the quarter.
- The City Manager may, at his discretion, require this reporting on a monthly basis based upon market conditions.

QUALIFIED BROKER/DEALERS

- The City shall transact business with financial institutions and security broker/dealers after careful review of their qualifications and creditworthiness. All dealers who desire to do business with the City shall provide the necessary information (e.g. audited financial statements, proof of state registration, proof of National Association of Securities Dealers certification, etc.) from which the City can determine their creditworthiness, the existence of any pending legal action against the firm or the individual broker as well as an understanding of the security markets that they service. The City Treasurer shall annually send a copy of the current investment policy to all financial institutionsand broker/dealers approved to do business with the City. Confirmation of receipt of this policy shall be considered evidence that the dealer understands the City's investment policies and intends to sell the City only appropriate investments authorized by this investment policy.
- In accordance with California Government Code Section 53601.5, Any investment authorized pursuant to Section 53601 or 53601.1, not purchased directly from the issuer, shall be purchased either from an institution licensed by the state as a broker-dealer, as defined in Section 25004 of the Corporations Code, or from a member of a federally regulated securities exchange, from a national or state-chartered bank, from a savings association or federal association (as defined by Section 5102 of the Financial Code) or from a brokerage firm designated as a primary dealer by the Federal Reserve bank.
- Selection of financial institutions and broker/dealers authorized to engage in transactions will be at the sole discretion of the City, except where the City utilizes an external investment adviser in which case the Agency may rely on the adviser for selection.

COLLATERAL REQUIREMENTS

Collateral is required for investments in non-negotiable certificates of deposit and repurchase agreements. In order to reduce market risk, the collateral level shall be at least 102% of market value of principal and accrued interest and marked-to-market weekly. Securities acceptable as collateral shallbe the direct obligations of or are fully guaranteed as to principal and interest by the United States or any agency of the United States.

The City shall require any bank or financial institution to comply with the collateralization criteria defined in California Government Code, Section 53651.

AUTHORIZED INVESTMENTS

Investment of City funds is governed by the California Government Code, Sections 16340, 16429.1-16429.4, and 53600-53686. Within the context of the limitations, the following investments are authorized, as further limited herein. In the event a discrepancy is found between this policy and the Code, the more restrictive parameters will take precedence. Percentage holding limits and minimum

credit quality requirements listed in this section apply at the time the security is purchased.

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

An appropriate risk level shall be maintained by primarily purchasing securities that are of high quality, liquid, and marketable. The portfolio shall be diversified by security type and institution to avoid incurring unreasonable and avoidable risks regarding specific security types or individual issuers.

1) **United States Treasury Bills, Bonds, and Notes** or those for which the full faith and credit of the United States are pledged for payment of principal and interest. There is no percentage limitation of the portfolio which can be invested in this category, though a five year maturity limitation is applicable.

2) **Federal Agency Obligations** or United States Government-Sponsored Enterprise (GSE) obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or Unites States government sponsored enterprises. There is no percentage limitation of the portfolio which can be invested in this category, although a five year maturity limitation is applicable. Additionally, no more than 30% of the portfolio may be invested in any single Agency/GSE issuer, and the maximum percent of agency callable securities in the portfolio will be 20%.

3) **Banker's Acceptances**- Bills of exchange or time drafts drawn on and accepted by commercial banks, otherwise known as banker's acceptances. Banker's acceptances must be issued by institutions which have short-term debt obligations rated "A-1" or its equivalent or better by at least one nationally recognized statistical rating organization (NRSRO), or long-term debt obligations which are rated in a rating category of "A" or its equivalent or better by at least one NRSRO. Purchase of banker's acceptances may not exceed 180 days maturity or 40% of the value of the portfolio. Furthermore, no more than 5% of the value of the portfolio may be invested in the banker's acceptances of any one commercial bank.

4) **Commercial Paper** of the highest letter and number rating as provided by at least one NRSRO, either:

   - Issued by general corporations organized and operating within the United States, having assets in excess of $500,000,000 and having a rating in the rating category of "A" or its equivalent or better rating on debt other than commercial paper as provided by at least one NRSRO, or
   - Issued by entities organized within the United States as a special purpose corporation, trust, or limited liability company. The securities must have program-wide credit enhancements including, but not limited to, overcollateralization, letters of credit, or a surety bond. The securities must by rated "A-1" or its equivalent or better by at least one NRSRO.

   Purchases of eligible commercial paper may not exceed 270 days maturity nor represent more than 10% of the outstanding paper of the issuing corporation. Purchases of commercial paper may not exceed 25% of the value of the portfolio. No more than 5% of the portfolio may be invested in any single issuer. Under a provision sunsetting on January 1, 2026, no more than 40% of the portfolio may be invested in Commercial Paper if the City's investment assets under management is $100,000,000 or greater.

5) **Negotiable Certificates of Deposit** issued by nationally or state chartered banks, a savings association or a federal association, a state or federal credit union, or by a federally-licensed or state-licensed branch of a foreign bank. Purchases of negotiable certificates of deposit may not exceed 30% of the value of the portfolio. No more than 5% of the portfolio may be invested in any single issuer. A maturity limitation of five years is applicable. The amount of the NCD insured upto the FDIC limit does not require any credit ratings. Any amount above the FDIC insured limitmust be issued by institutions which have short-term debt obligations rated "A-1" or its equivalent or better by at least one NRSRO; or long-term obligations rated in a rating category of "A" or its equivalent or better by at least one NRSRO.

6) **Repurchase Agreements** - Repurchase agreements collateralized with securities authorized under in accordance with California Government Code Section 53601(j). There are no limits on the dollar amount or percentage that the City may invest. The maturity of the repurchase agreements shall not exceed one year. The market value of the securities used as collateral for the repurchase agreements shall be monitored by the investment staff weekly and shall not be allowed to fall below 102% of the value of the repurchase agreement. A Master Repurchase agreement is required between the Cityand the dealer for all repurchase agreements transacted.

7) **Time Deposits** - Time deposits, non-negotiable and collateralized in accordance with the California Government Code, may be purchased through banks or savings and loan associations. A maturity limitation of five years is applicable.

8) **Medium-Term Corporate Notes** issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States with a maximum maturity of five years may be purchased. Securities eligible for investment shall be rated in a rating category of "A" or its equivalent better by at least one NRSRO. Purchase of medium-term notes may not exceed 30% of the value of the portfolio and no more than 5% of the value of the portfolio may be invested in notes issued by one corporation.

9) **Local Agency Investment Fund (LAIF)** - a State of California managed investment pool may be used up to the maximum permitted in accordance with California Government Code Section 16429.1.

10) **Money Market Funds -** Money Market funds invested in U.S. Government securities are permitted under this policy and under the California Government Code Section 53601. In order to be eligible for investment under this section, an investment objective of such a fund must be the maintenance of a price per share of $1.00. Investment in such funds shall not exceed 20% of the City's total portfolio and no more than 10% of the City's total portfolio may be invested in any one money market fund. In addition, either one of the following criteria must be met:
    - The fund shall have achieved a rating of "AAA" by at least two nationally recognized statistical rating organizations, or
    - The fund shall have retained an advisor who is registered or exempt from registration with the Security Exchange Commission with not less than five years' experience managing money market funds with assets under management in excess of five hundred million dollars ($500,000,000).

11) **Municipal Securities –** including obligations of the City, the State of California, and any local agency within the State of California, provided that:

- The securities are rated in a rating category of "A" or its equivalent or better by at least one nationally recognized statistical rating organization ("NRSRO").
- No more than 5% of the portfolio may be invested in any single issuer.
- No more than 30% of the portfolio may be in Municipal Securities.
- The maximum maturity does not exceed five (5) years.

12) **Municipal Securities (Registered Treasury Notes or Bonds)** of any of the other 49 states in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 states, in addition to California., provided that:
    - The securities are rated in a rating category of "A" or its equivalent or better by at least one nationally recognized statistical rating organization ("NRSRO").
    - No more than 5% of the portfolio may be invested in any single issuer.
    - No more than 30% of the portfolio may be in Municipal Securities.
    - The maximum maturity does not exceed five (5) years.

13) **Asset-Backed, Mortgage-backed, Mortgage Passthrough Securities, and Collateralized Mortgage Obligations From Issuers Not Defined In Sections 1 And 2 of the Authorized Investments Section of this Policy,** provided that:
    - The securities are rated in a rating category of "AA" or its equivalent or better by a NRSRO.
    - No more than 20% of the total portfolio may be invested in these securities.
    - No more than 5% of the portfolio may be invested in any single Asset-Backed or Commercial Mortgage security issuer.
    - The maximum legal final maturity does not exceed five (5) years.

14) **Collateralized Bank Deposits—**City's deposits with financial institutions will be collateralized with pledged securities per California Government Code, Section 53651. There are no limits on the dollar amount or percentage that the City may invest in collateralized bank deposits.

15) **Supranational Securities—**provided that Issues are US dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank. The securities must be rated in a rating category of "AA" or its equivalent or better by a NRSRO. No more than 30% of the total portfolio may be invested in these securities. No more than 10% of the portfolio may be invested in any single issuer. The maximum maturity does not exceed five (5) years.

INELIGIBLE INVESTMENTS AND INVESTMENT PRACTICES

Ineligible investments are those that are not described herein, including but not limited to, common stocks, reverse repurchase agreements, inverse floaters, range notes, mortgage derived interest only strips, derivatives securities, or any security that could result in zero interest accrual. Under a provision sunsetting on January 1, 2026, securities backed by the U.S. Government that could result in a zero- or negative-interest accrual if held to maturity are permitted. Trading securities for the sole purpose of speculating on the future direction of interest rates is prohibited. Purchasing or selling securities on margin is prohibited. The use of reverse repurchase agreements, securities lending or any other form of borrowing or leverage is prohibited. The purchase of foreigncurrency denominated securities is prohibited.

RISK MANAGEMENT AND DIVERSIFICATION

Mitigating Credit Risk in the Portfolio: Credit risk is the risk that a security or a portfolio will lose some or all its value due to a real or perceived change in the ability of the issuer to repay its debt. The City will mitigate credit risk by adopting the following strategies:

- The diversification requirements included in the "Authorized Investments" section of this policy are designed to mitigate credit risk in the portfolio.
- No more than 5% of the total portfolio may be deposited with or invested in securities issued by any single issuer unless otherwise specified in this policy.
- The City may elect to sell a security prior to its maturity and record a capital gain or loss in order to manage the quality, liquidity or yield of the portfolio in response to market conditions or City's risk preferences.
- If a security owned by the City is downgraded to a level below the requirements of this policy, making the security ineligible for additional purchases, the following steps will be taken:
    - Any actions taken related to the downgrade by the investment manager will be communicated to the City Treasurer in a timely manner.
    - If a decision is made to retain the security, the credit situation will be monitored and reported to the City Council as part of the Quarterly Investment Report.

Mitigating Market Risk in the Portfolio: Market risk is the risk that the portfolio value will fluctuate due to changes in the general level of interest rates. The City recognizes that, over time, longer-term portfolios have the potential to achieve higher returns. On the other hand, longer-term portfolios have higher volatility of return. The City will mitigate market risk by providing adequate liquidity for short-term cash needs, and by making longer-term investments only with funds that are not needed for current cash flow purposes.

The City further recognizes that certain types of securities, including variable rate securities, securities with principal paydowns prior to maturity, and securities with embedded options, will affect the market risk profile of the portfolio differently in different interest rate environments. The City, therefore, adopts the following strategies to control and mitigate its exposure to market risk:

- The City will maintain a minimum of six months of budgeted operating expenditures in short term investments to provide sufficient liquidity for expected disbursements.
- The maximum stated final maturity of individual securities in the portfolio will be five (5) years, except as otherwise stated in this policy.
- The duration of the portfolio will generally be approximately equal to the duration (typically, plus or minus 20%) of a Market Benchmark as described in the Performance Evaluation/Benchmark section of this policy; an index selected by the City based on the City's investment objectives, constraints and risk tolerances.

INVESTMENT POOLS/MUTUAL FUNDS

The Agency shall conduct a thorough investigation of any pool or mutual fund prior to making an investment, and on a continual basis thereafter. The Treasurer shall develop a questionnaire which will answer the following general questions:

- A description of eligible investment securities, and a written statement of investment policy and objectives.
- A description of interest calculations and how it is distributed, and how gains and losses are treated.
- A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced and the program audited.
- A description of who may invest in the program, how often, what size deposit and withdrawal are allowed.
- A schedule for receiving statements and portfolio listings.
- Are reserves, retained earnings, etc. utilized by the pool/fund?
- A fee schedule, and when and how is it assessed.
- Is the pool/fund eligible for bond proceeds and/or will it accept such proceeds?

INTEREST EARNINGS

All moneys earned and collected from investments authorized in this policy shall be allocated monthly to various fund accounts based on the cash balance in each fund as a percentage of the entire pooled portfolio.

ANNUAL POLICY APPROVAL

The City's investment policy shall be adopted by resolution of the City Council on an annual basis. This investment policy shall be reviewed at least annually to ensure its consistency with the overall objectives of preservation of principal, liquidity and yield, and its relevance to current law and financial and economic trends. Any amendments to the policy shall be forwarded to City Council for approval.

GLOSSARY OF TERMS

Accrued Interest- Interest earned but not yet received.

Active Deposits- Funds which are immediately required for disbursement.

Amortization- An accounting practice of gradually decreasing (increasing) an asset's book value by spreading its depreciation (accretion) over a period of time.

Arbitrage- Transactions by which securities are bought and sold in different markets at the same time for the sake of the profit arising from a yield difference in the two markets.

Asked Price- The price a broker dealer offers to sell securities.

Banker's Acceptance- A high quality, short term money market instrument used to finance international trade. There has never been an instance of a failure to pay a banker's acceptance in full at its maturity date.

Basis Point- One basis point is one hundredth of one percent (.01).

Bid Price- The price a broker dealer offers to purchase securities.

Bond- A financial obligation for which the issuer promises to pay the bondholder a specified stream of future cash flows, including periodic interest payments and a principal repayment.

Book Value- The value at which a debt security is shown on the holder's balance sheet. Book value is acquisition cost less amortization of premium or accretion of discount.

Broker- Someone who brings buyers and sellers together and is compensated for his/her service.

Certificate of Deposit- A deposit insured up to $250,000 by the FDIC at a set rate for a specified period of time.

Collateral- Securities, evidence of deposit or pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposit of public moneys.

Commercial Paper- Short-term, negotiable unsecured promissory notes of corporations.

Comprehensive Annual Financial Report (CAFR)- The official annual financial report for the City, prepared in conformity with Generally Accepted Accounting Principles (GAAP).

Coupon- The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value.

Credit Risk - Defined as the risk of loss due to failure of the issuer of a security.

Current Yield- The interest paid on an investment expressed as a percentage of the current price of the security.

Custodian- A bank or other financial institution that keeps custody of stock certificates and other assets.

Defeased Bond Issues- Issues that have sufficient money to retire outstanding debt when due so that the agency is released from the contracts and covenants in the bond document.

Delivery vs. Payment (DVP)- Delivery of securities with a simultaneous exchange of money for the securities.

Derivative- Securities that are based on, or derived from, some underlying asset, reference date, or index.

Discount- The difference between the cost of a security and its value at maturity when quoted at lower than face value.

Diversification- Dividing investment funds among a variety of securities offering independent returns and risk profiles.

Duration- A measure of the timing of the cash flows, such as the interest payments and the principal repayment, to be received from a given fixed-income security. This calculation is based on three variables: term to maturity, coupon rate, and yield to maturity. The duration of a security is a useful indicator of its

price volatility for given changes in interest rates.

Fannie Mae- Trade name for the Federal National Mortgage Association (FNMA), a U.S. sponsored corporation.

Federal Reserve System- The central bank of the U.S. which consists of a seven member Board of Governors, 12 regional banks and 5,700 commercial banks that are members.

Federal Deposit Insurance Corporation (FDIC)- Insurance provided to customers of a subscribing bank which guarantees deposits to a set limit (currently $250,000) per account.

Fed Wire- A wire transmission service established by the Federal Reserve Bank to facilitate the transfer of funds through debits and credits of funds between participants within the Fed system.

Freddie Mac- Trade name for the Federal Home Loan Mortgage Corporation (FHLMC), a U.S. sponsored corporation.

Ginnie Mae- Trade name for the Government National Mortgage Association (GNMA), a direct obligation bearing the full faith and credit of the U.S. Government.

Government Accounting Standards Board (GASB)- A standard-setting body, associated with the Financial Accounting Foundation, which prescribes standard accounting practices for governmental units.

Guaranteed Investment Contracts (GICS)- An agreement acknowledging receipt of funds, for deposit, specifying terms for withdrawal, and guaranteeing a rate of interest to be paid.

Inactive Deposits- Funds not immediately needed for disbursement.

Interest Rate- The annual yield earned on an investment, expressed as a percentage.

Investment Agreements- An agreement with a financial institution to borrow public funds subject to certain negotiated terms and conditions concerning collateral, liquidity and interest rates.

Liquidity- An asset that can easily and rapidly be converted into cash without significant loss of value.

Local Agency Investment Fund (LAIF)- A pooled investment vehicle for local agencies in California sponsored by the State of California and administered by the State Treasurer.

Local Agency Investment Pool- A pooled investment vehicle sponsored by a local agency or a group of local agencies for use by other local agencies.

Market Risk- Defined as market value fluctuations due to overall changes in the general level of interest rates.

Market Value- The price at which a security is trading and could presumably be purchased or sold.

Maturity- The date upon which the principal or stated value of an investment becomes due and payable.

Modified Duration- A measure of exposure to market risk of a security or a portfolio. It is the percent change in the price of a security (portfolio) or a 100 basis point change in the security's (portfolio's) yield.

Mutual Funds- An investment company that pools money and can invest in a variety of securities, including fixed-income securities and money market instruments.

Negotiable Certificate of Deposit- A large denomination certificate of deposit which can be sold in the open market prior to maturity.

New Issue- Term used when a security is originally "brought" to market.

Note- A written promise to pay a specified amount to a certain entity on demand or on a specified date.

Par Value- The amount of principal which must be paid at maturity. Also referred to as the face amount of a bond, normally quoted in S1,000 increments per bond.

Perfected Delivery- Refers to an investment where the actual security or collateral is held by an independent third party representing the purchasing entity.

Portfolio- Combined holding of more than one stock, bond, commodity, real estate investment, cash equivalent, or other asset. The purpose of a portfolio is to reduce risk by diversification.

Primary Dealer- A group of government securities dealers that submit daily reports of market activity and security positions held to the Federal Reserve Bank of New York and are subject to its informal oversight.

Principal- The face value or par value of a debt instrument, or the amount of capital invested in a given security.

Prospectus- A legal document that must be provided to any prospective purchaser of a new securities offering registered with the SEC that typically includes information on the issuer, the issuer's business, the proposed use of proceeds, the experience of the issuer's management, and certain certified financial statements (also known as an "official statement")

Prudent Investor Standard- A standard of conduct where a person acts with care, skill, prudence, and diligence when investing, reinvesting, purchasing, acquiring, exchanging, selling and managing funds. The test of whether the standard is being met is if a prudent person acting in a similar situation would engage in similar conduct to ensure that investments safeguard principal and maintain liquidity.

Purchase Date- The date in which a security is purchased for settlement on that or a later date.

Rate of Return- The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

Repurchase Agreement (REPO)- A transaction where the seller agrees to buy back from the buyer (City) the securities at an agreed upon price on demand or at a specified date.

Reverse Repurchase Agreement (REVERSE REPO)- A transaction where the seller (City) agrees to

buy back from the buyer the securities at an agreed upon price on demand or at a specified date.

Risk- Degree of uncertainty of return on an asset.

Rule G-37 of the Securities Rulemaking Board- Federal regulations to sever any connection between the making of political contributions and the awarding of municipal securities business.

Safekeeping Service- An arrangement under which a third party institution holds securities or valuables under safe, controlled conditions. A safekeeping arrangement is evidenced by a safekeeping receipt.

Sallie Mae- Trade name for the Student Loan Marketing Association (SLMA), a U.S. sponsored corporation.

Secondary Market- A market made for the purchase and sale of outstanding issues following the initial distribution.

Securities and Exchange Commission (SEC)- The federal agency responsible for supervising and regulating the securities industry.

Settlement Date- The date on which a trade is cleared by delivery of securities against funds.

Tax and Revenue Anticipation Notes (TRANS)- Notes issued in anticipation of receiving tax proceeds or other revenues at a future date.

Time Certificate of Deposit- A non-negotiable certificate of deposit which cannot be sold prior to maturity.

Treasury Bills- U.S. Treasury Bills which are short-term, direct obligations of the U.S. Government issued with original maturities of 13 weeks, 26 weeks and 52 weeks; sold in minimum amounts of $10,000 in multiples of $5,000 above the minimum. Issued in book entry form only. T-bills are sold on a discount basis.

Trustee or trust company or trust department of a bank- A financial institution with trust powers which acts in a fiduciary capacity for the benefit of the bondholders in enforcing the terms of the bond contract.

Underwriter- A dealer which purchases a new issue of municipal securities for resale.

U.S. Government Agencies- Instruments issued by various US Government Agencies most of which are secured only by the credit worthiness of the particular agency.

U.S. Treasury Obligations- Debt obligations of the United States Government sold by the Treasury Department in the forms of Bills, Notes, and Bonds. Bills are short-term obligations that mature in 1 year or less and are sold on the basis of a rate of discount. Notes are obligations which mature between 1 year and 10 years. Bonds are long-term obligations which generally mature in **10** years or more.

Weighted Average Maturity (WAM)- The average maturity of all the securities that comprise a portfolio that is typically expressed in days or years.

Yield- The rate of annual income return on an investment, expressed as a percentage. It is obtained by dividing the current dollar income by the current market price of the security.

Yield to Maturity- The rate of income return on an investment, minus any premium or plus any discount, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond, expressed as a percentage.

Yield Curve- A graphic representation that shows the relationship at a given point in time between yields and maturity for bonds that are identical in every way except maturity.

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Approve and Authorize the City Manager to Execute a Stormwater Management Facilities Operation and Maintenance Agreement for Creekside Milpitas 3, LLC for the McCarthy Parking Lot Project at 1207 N. McCarthy Blvd.**
Category:	Consent Calendar-Community Development
Meeting Date:	8/17/2021
Staff Contact:	**Steve Erickson, Engineering Director/City Engineer, 408-586-3301**
Recommendation:	Approve and authorize the City Manager to execute a Stormwater Management Facilities Operation and Maintenance Agreement for Creekside Milpitas 3, LLC for the McCarthy Parking Lot Project at 1207 N. McCarthy Blvd.

Background:
On November 18, 2014, the City Council approved Site Development Permit No. SD20-0002 for the development of a parking lot on approximately 5.22 acres located at 1207 N. McCarthy Blvd.

In accordance with State Law and the City's Municipal Regional Stormwater NPDES Permit ("MRP") issued by the Regional Water Quality Control Board ("RWQCB"), new development and redevelopment projects that create and/or replace 10,000 square feet or more of impervious surface are required to incorporate Low Impact Development ("LID") post construction stormwater control measures into the project. LID control measures include, for example, bioretention areas, flow-through planters, permeable pavement, infiltration trenches and tree well filters.

Analysis:
MRP section C.3.h.ii.(1)(a) and Milpitas Municipal Code Title XI Chapter 16 require development project property owners meeting the 10,000 square foot threshold to execute and record a Stormwater Management Facilities Operation and Maintenance Agreement ("Agreement") **(Attachment 1)** with the City for the perpetual operation, maintenance and annual inspection of LID stormwater treatment facilities.

The McCarthy Parking Lot Project uses two different types of storm water treatment devices. These are Bio-Treatment Areas and Pervious pavement/pavers. The parking lot developer/owner will be responsible for the perpetual maintenance and operation of the bio-retention areas specified in Agreement.

The Project owner has complied with the project LID requirements and has executed the required Agreement which has been reviewed by the City Attorney as to form and by the City Engineer as to content.

Policy Alternatives:
Alternative 1:
Not approve the Agreement with the City for operation, maintenance and annual inspection of stormwater treatment facilities.

Pros: None

Cons: Not approving the Agreement would cause the project to be not in compliance with the conditions of development and the City's Municipal Code and would be prohibitive by federal and state law.

Reason not recommended: To be in compliance with federal and state law, including the MRP, and to allow for the on-going maintenance and annual City Inspection of the installed stormwater treatment devices, staff recommends approval of the Agreement.

Fiscal Impact:
The developer will pay for the required annual maintenance and inspection of the stormwater facilities.

California Environmental Quality Act:
This Agreement ensures the continuation of an administrative or maintenance activity. Execution of the Agreement is not considered a project under CEQA Guidelines section 15378(b)(4) as there will be no direct or reasonably foreseeable indirect physical change in the environment from this action to ensure continuing administrative and maintenance activities.

Recommendation:
Approve and authorize the City Manager to execute a Stormwater Management Facilities Operation and Maintenance Agreement with Creekside Milpitas 3, LLC for the McCarthy Parking Lot Project at 1207 North McCarthy Blvd.

Attachments:
1. Stormwater Management Facilities Operation and Maintenance Agreement
2. Exhibit A -Legal Description McCarthy Parking Lot
3. Exhibit B – Stormwater Management Plan

Control No. 2021- ____
Recording Requested by
and when Recorded, return to:

CITY OF MILPITAS
455 E. CALAVERAS BOULEVARD
MILPITAS, CA 95035-5479

Attn: City Clerk

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Document Transfer Tax is $ 0
( ) Computed on full value of property conveyed
( ) Computed on full value less value of liens and encumbrances remaining
City transfer tax is $ 0
APN: 022-30-039

STORMWATER MANAGEMENT FACILITIES OPERATION AND MAINTENANCE AGREEMENT

This Stormwater Management Facilities Operation and Maintenance Agreement ("AGREEMENT") is made and entered into this _____ day of _____ 2021 ("Effective Date"), by and between Creekside Milpitas 3, LLC ("Property Owner") and the City of Milpitas, a municipal corporation of the State of California ("City").

RECITALS

This AGREEMENT is made and entered into with reference to the following facts:

A. **WHEREAS**, the Property Owner is the owner of real property more particularly depicted and described on the attached as **Exhibit A** ("Property") and fully incorporated herein by reference; and

B. **WHEREAS**, the Property Owner received entitlements from the City allowing the development of the Property, for the construction of a Quasi-Public Surface Parking Lot with, emergency vehicle access, utilities, and associated offsite and onsite improvements landscaping, irrigation, and stormwater treatment measures on a 5.22 acre site located at 1207 North McCarthy Blvd in Milpitas and more commonly known as McCarthy Parking Lot, Project No. PJ 5062, (the "Project") on the Property; and subject to conditions set forth in the following (collectively "City Approvals"):

1. Resolution No. 20-018 approving Site Development Permit No. SD20- 0002 ;

C. **WHEREAS**, discharges to the City's municipal separate storm sewer system ("MS4") are regulated under state and federal law pursuant to Waste Discharge Requirements and National Pollutant Discharge Elimination System permit ("MS4 Permit") issued by the Regional Water Quality Control Board, San Francisco Region ("Regional Board").

D. **WHEREAS**, pursuant to the requirements of the MS4 Permit and the City's Stormwater and Urban Runoff Pollution Control Ordinance as codified in Milpitas Municipal Code Chapter 16 ("Ordinance"), the City Approvals require the Property Owner to install, operate and maintain, at no cost or expense to the City, the Permanent Stormwater Pollution Prevention Measures ("BMPs") more particularly described in the City-approved Stormwater Control Operation and Maintenance Plan (sometimes referred to herein as "Plan") for the Project attached hereto as **Exhibit B** and fully incorporated herein by reference; and

E. **WHEREAS**, the Stormwater Control Operation and Maintenance Plan may be subsequently modified from time to time with City's written approval and such changes shall be fully incorporated as part of this Agreement by this reference; and

F. **WHEREAS**, the Stormwater Control Operation and Maintenance Plan includes provisions for the BMP Operation and Maintenance and an annual inspection checklist for the BMPs constructed on the Property, and

G. **WHEREAS**, this Agreement memorializes the Property Owner's maintenance, operations, and inspection obligations under the City's Ordinance and the approved Stormwater Control Operation and Maintenance Plan.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

SECTION 1. Responsibility for Operation and Maintenance:

The Property Owner, at its sole cost and expense, shall construct and install the BMPs shown in Exhibit B in accordance with the plans approved by and on file with the City. Property Owner shall diligently maintain in perpetuity the BMPs in a manner assuring peak performance at all times, shall make such changes or modifications to the BMPs, subject to City's prior approval as may be reasonably necessary for the BMPs to continue to operate as designed and approved and to accomplish its intended purpose and in good repair, and in compliance with all applicable Federal, State, County and local laws and regulations, including but not limited to the Ordinance, as the same may be amended, revised, and/or replaced from time to time. The Owner shall be responsible for the costs incurred in operating, maintaining, repairing and replacing the BMPs. Property Owner shall not destroy or remove the BMPs or modify any measure in any manner that would lessen its effectiveness. Property Owner shall make available copies of the approved Stormwater Control Operation and Maintenance Plan at the site with the facility or property manager.

SECTION 2: Inspection by Property Owner:

The Property Owner, at its sole cost and expense, shall conduct annual inspections of all permanent installed BMPs per the Plan. The annual inspection report shall include completion of the checklist described in the approved Stormwater Control Operation and Maintenance Plan. The BMPs must be inspected by a qualified independent inspector who is acceptable to the City. The Property Owner shall submit the Inspection Report on these BMPs to the City Engineer no later than July 15th of each year.

SECTION 3. Facility Inspection by the City:

(a) Right of Entry. The Property Owner, on its behalf and on behalf of its successors and assigns, grants permission to the City, the inspectors of the Regional Board, and local mosquito and vector control agency, and their authorized agents and employees, to enter the Property, and to inspect the BMPs whenever the City deems necessary to enforce provisions of the Ordinance, this Agreement, or any other local or state requirements. The City may enter the premises at any reasonable time during normal business hours and upon at least 48 hours prior written notice (except that prior written notice is not required in case of emergency) to inspect the premises related to BMPs and BMP operation and maintenance, to inspect and copy records related to storm water compliance, and to collect samples and take measurements related to BMPs. **The Property Owner shall deposit and maintain a Private Job Account with the City a minimum balance of Four Thousand Dollars ($4,000) for inspection by City Staff pursuant to this Section 3. The deposit of Four Thousand Dollars ($4,000.00) shall be made simultaneously with the execution of this Agreement.**

(b) Security. The City may require the Owner, its successors and assigns, from time to time, to post security in a form, amount, and for a time period satisfactory to City to guarantee performance of the obligations stated herein. Should the Owner, its successors and assigns, fail to perform the obligations under this Agreement, the City may, in the case of a cash bond, act for the Owner, its successors and assigns, using the proceeds from such cash bond, or in the case of a surety bond, require the surety to perform the obligations of this Agreement.

SECTION 4. Failure to Perform Required Facility Repairs or Maintenance by the Property Owner:

(a) Enforcement Action. If the Property Owner or its successors fail to operate and maintain the BMPs in good working order and in accordance with the approved Plan and the City's Ordinance, the City may, but is not required to, pursue any enforcement action available at law or in equity to cause the completion of all maintenance and may charge the costs of such enforcement action against the Property Owner in any manner authorized by law or in equity.

(b) City Maintenance. In the event of Property Owner's failure to operate and maintain BMPs in accordance with the Plan and the City's Ordinance, the City may also, with prior written notice, enter the Property to return the BMPs to good working order; provided however that the Property Owner shall have 30 days after any such notice, or such other time provided by law, to cure the relevant failure and provided further that the Property Owner shall have such additional time after the initial 30 days to complete a cure so long as Property Owner commences the cure within the initial 30 days and diligently prosecutes the cure to completion. Notwithstanding the foregoing, City may in its sole discretion enter the Property to return the BMPs to good working in an emergency and take any other necessary action to mitigate an emergency without any notice to Property Owner. The City is under no obligation to maintain or repair the BMPs, and this Agreement may not be construed to impose any such obligation on the City. If the City,

under this Section 4 takes any action to return the BMPs to good working order, the Property Owner shall reimburse the City for all the reasonable costs and expenses incurred by the City. The City will provide the Property Owner with an itemized invoice of the City's costs and expenses and the Property Owner shall make full payments to the City within thirty (30) days of the date of the invoice. If the Property Owners fails to pay the invoice within thirty (30) days, the City shall be entitled to cause a lien for any such unpaid maintenance expense bill to be recorded against the Property. In addition, the City shall be entitled to have the unpaid amount of the invoice placed as a special assessment on the next regular tax bill levied against the Property, after which such assessment shall be collected in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and same procedures under foreclosure and sale in the case of delinquency as provided for ordinary municipal taxes. The actions described in this section are in addition to and not in lieu of other legal remedies provided by law. Notwithstanding the above, it is understood that City is under no obligation to repair or maintain the BMPs, and in no event shall this Agreement be construed to impose any such obligation on City.

(c) Specific Performance. The provisions of this Agreement are expressly declared to be for the benefit of the City. The City may bring an action to obtain specific performance of this Agreement and may recover its costs, including attorney fees, incurred in bringing such action.

SECTION 5: Successors and Assigns:

Property Owner hereby declares that the Property shall be held, transferred, encumbered, used, conveyed, leased and occupied subject to the covenants, conditions, restrictions, easements and rights set forth herein for the use and benefit of each of the Lots. All of the limitations, easements, uses, obligations, covenants, restrictions and conditions stated herein shall run with the Property and shall be binding upon Property Owner, its successors and assigns, any and all parties having or acquiring any right, title or interest in or to the Property or any part thereof or interest therein and shall inure to the benefit of and be binding upon each successor-in-interest thereto.

Upon transfer of the property, the Property Owner shall provide the new owner with the current Plan and a copy of this Agreement and shall, in any event, be released from all obligations under this Agreement as of the effective date of the transfer of the Property.

SECTION 6. Indemnity:

The Property Owner, on Property Owner's behalf and on behalf of all successors in interest pursuant to Section 5 of this Agreement, shall indemnify, release, hold harmless, and defend the City and its authorized agents and employees from and against any and all demands, suits, liabilities, fines, losses, damages, accidents, casualties, occurrences or claims, including reasonable attorneys' fees, against the City which may in anyway arise or relate to the construction, operation, presence, existence or maintenance of the BMPs, or from any personal injury or property damage that may arise or relate from the City entering the property under Section 4. If a claim is asserted against the City, its authorized agents or employees, the City shall promptly notify the Property Owner and the Property Owner shall defend the claim and any resulting litigation at its sole cost and expense, with counsel approved by City. If any judgment is entered against the City, or its authorized agents or employees, the Property Owner must pay all costs and expenses to satisfy the judgment.

SECTION 7. Severability:

Invalidation of any one of the provisions of this Agreement shall in no way effect any other provisions, and all other provisions shall remain in full force and effect.

SECTION 8. Non-Discrimination:

The Property Owner shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of this Agreement.

SECTION 9. Governing Law:

City and Property Owner agree that the law governing this Agreement shall be that of the State of California and that Property Owner shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.

SECTION 10. Recordation:

Property Owner shall, within 10 days after the effective date of this Agreement, record or cause the Agreement to be recorded in the Office of the Recorder, Santa Clara County, California, at the expense of the Property Owner, which recording shall constitute notice of the obligations herein set forth and a covenant running with the land and shall be binding upon all of the successors and assigns in title to the Property. In the event Property Owner fails to timely record this Agreement, City shall be authorized but not required to record the Agreement.

SECTION 11. Books and Records:

A. The Property Owner shall maintain any and all ledgers, books of account, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements or in anyway relating to the performance of this Agreement for a minimum period of three (3) years, or for any longer period required by law.

B. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit at no cost to City, at reasonable any time during regular business hours, upon at least 48 hours' prior written request by the City Attorney, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at the Property Owner's address indicated for receipt of notices in this Agreement.

SECTION 12. Notices:

All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be personally served or mailed, postage prepaid and return receipt requested, addressed to the respective parties as follows:

To CITY:

City of Milpitas
Attn: City Engineer
455 East Calaveras Blvd.
Milpitas, CA 95035

To PROPERTY OWNER:

Creekside Milpitas 3, LLC
Attn: Joey McCarthy
210 Almendra Avenue
Lost Gatos, CA 95030

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the mail.

SECTION 13 . Venue:

In the event that suit shall be brought by either party to this contract, the parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United States District Court, Northern District of California, San Jose, California.

SECTION 14 . Interpretation, Prior Agreements:

This Agreement, including all Exhibits attached hereto, represents the entire understanding of the parties as to those matters contained herein. In the event that the terms specified in any of the Exhibits attached hereto conflict with any of the terms specified in the body of this Agreement, the terms specified in the body of this Agreement shall control. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may be modified only by a written amendment duly executed by the parties to this Agreement.

[Signatures on Next Page]

IN WITNESS WHEREOF, the Parties execute this Stormwater Management Facilities Operation and Maintenance Agreement as of the last date set forth below:

PROPERTY OWNER:

,
a

By:

By:_____
Name:_____
Title:_____

By:_____
Name:_____
Title:_____

CITY:

CITY OF MILPITAS,
A MUNICIPAL CORPORATION

By: _____
Steven McHarris, City Manager

Approved as to form:

By:_____
Christopher J. Diaz, City Attorney

Approved:

By:_____
Lauren Lai, CPA, MPA
Finance Director/Risk Manager

Recommended for approval:

By:_____
Steve Erickson, City Engineer

Please note that this is a placeholder for the acknowledgement. So use the most current version of the acknowledgement

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

_____,
_____ personally known to me;
_____ or _____, 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 _____

CAPACITY CLAIMED BY SIGNER:

Though statute does not require the notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

_____ Individual(s)
_____ Corporate Officer(s) Titles _____ and _____
_____ Partner(s) _____ Limited _____ General
_____ Attorney-in-Fact
_____ Trustee(s)
_____ Guardian/Conservator
_____ Other : _____

Signer is representing: _____

ATTENTION NOTARY: Although the information requested below is optional, it could prevent fraudulent attachment of this certificate to unauthorized document.

Title or type of document _____
Number of pages: _____ Date of document: _____
Signer(s) other than named above: _____

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED ABOVE

EXHIBIT A

Plat and Description for the site

EXHIBIT B

Operation and Maintenance Plan

EXHIBIT "A"
Legal Description
McCarthy Parking Lot

Real property in the City of Milpitas, County of Santa Clara, State of California, and is described as follows:

PARCEL ONE:
ALL OF PARCEL 3, AS SHOWN UPON THAT CERTAIN PARCEL MAP FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ON JANUARY 9, 2001 IN BOOK 736 OF MAPS, AT PAGES 10 AND 11 IN THE OFFICE OF THE SANTA CLARA COUNTY RECORDER.

PARCEL TWO:
ALL OF LOT A, AS SHOWN UPON THAT CERTAIN PARCEL MAP FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ON JANUARY 9, 2001 IN BOOK 736 OF MAPS, AT PAGES 10 AND 11 IN THE OFFICE OF THE SANTA CLARA COUNTY RECORDER.

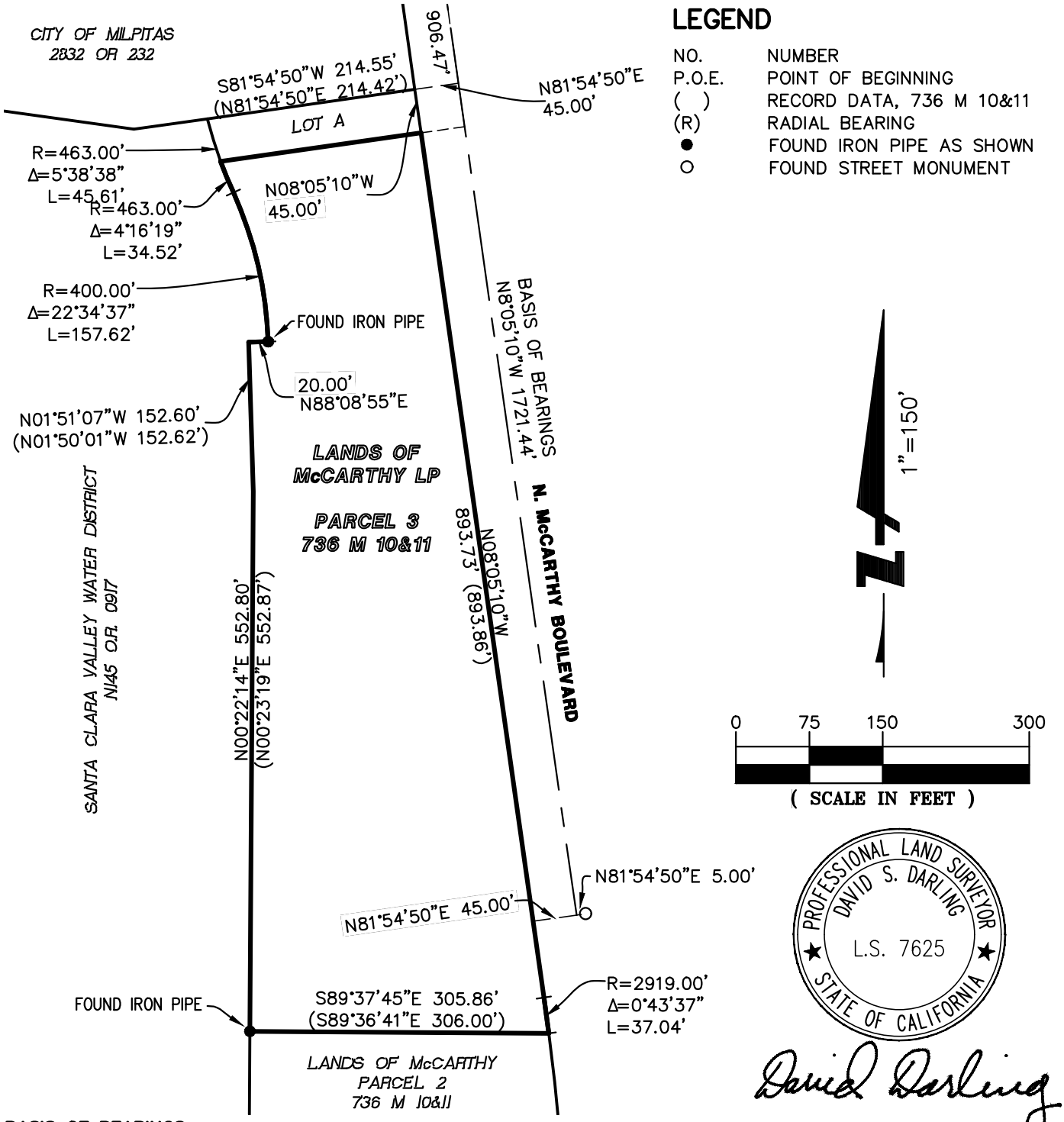
APN: 022-30-039

This legal description was prepared by me or under my direct supervision in conformance with the requirements of the Professional Land Surveyors Act.

BKF Engineers

David Darling
P.L.S. No.

March 31, 2021
Dated



LEGEND

NO.	NUMBER
P.O.E.	POINT OF BEGINNING
( )	RECORD DATA, 736 M 10&11
(R)	RADIAL BEARING
●	FOUND IRON PIPE AS SHOWN
○	FOUND STREET MONUMENT

1"=150'

0 75 150 300

(SCALE IN FEET)

PROFESSIONAL LAND SURVEYOR
DAVID S. DARLING
L.S. 7625
STATE OF CALIFORNIA

David Darling

BASIS OF BEARINGS:

THE BEARING N8°05'10"W BETWEEN 2½" BRASS DISK MONUMENT, STAMPED "RCE 14392" IN CONCRETE, IN MONUMENT WELLS, LOCATED ON THE MONUMENT LINE 5.00 FEET EASTERLY OF THE CENTERLINE OF NORTH McCARTHY BOULEVARD, 45 FEET FROM THE WESTERLY EDGE OF THE RIGHT OF WAY, AS SHOWN HEREON AND AS SHOWN ON THAT CERTAIN PARCEL MAP FILED IN BOOK 736 OF MAPS AT PAGES 10 AND 11, SANTA CLARA COUNTY RECORDS.

EXHIBIT "A"

PLAT TO ACCOMPANY
LEGAL DESCRIPTION

BkF
ENGINEERS | SURVEYORS | PLANNERS

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

Subject McCARTHY PARKING LOT
PLAT MAP

Job No. 20190679 MILPITAS, CA

By KMD Date 5-27-2021 Chkd. DSD

SHEET 1 OF 1

STORMWATER MANAGEMENT PLAN

McCarthy Ranch
Parking lot

1207 North McCarthy Boulevard
MILPITAS, CALIFORNIA
SANTA CLARA COUNTY

Prepared for:
McCarthy Ranch
210 Almendra Ave.
Los Gatos, CA 95030

Prepared by:

BKF ENGINEERS
1730 N. First Street, Suite 600
San Jose, CA 95112
(408) 467-9100

November 5th, 2020

Certification

Project: McCarthy Ranch - Parking lot
Address: 1207 North McCarthy Boulevard, CA

I certify under penalty of law that all storm water treatment Best Management Practices described in this Storm Water Management Plan have been designed to be in substantial general conformance with the overall intent of the City of Milpitas storm water quality requirements. This document and all attachments were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information submitted. Further, those responsible for completing this Plan have been trained on the design of storm water treatment BMP's. Based on my inquiry of the person or persons who manage the system or those directly responsible for gathering the information, to the best of my knowledge and belief, the information submitted is true, accurate, and complete.

Patrick Chan has prepared SWMPs since the implementation of C.3 regulations and is a registered Professional Engineer in the State of California. He has nearly 14 years of experience in the preparation of SWMPs and over 14 years of experience in storm drain design, hydrology, and hydraulics.

_____ Title: Associate

Patrick Chan, PE

BkF

ENGINEERS / SURVEYORS / PLANNERS

1730 N. First Street, Suite 600
San Jose, CA 95112
(408) 4679100

Date 11/05/20

(Note: Any subsequent amendments to the SWMP should be reflected on this page.)

OWNER CERTIFICATION:

I certify that all stormwater management construction will be completed according to the Stormwater Management Plan. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

_____ Title: Senior Project Manager

Name: Joe Goggiano
McCarthy Ranch
210 Almendra Ave.
Los Gatos, CA 95030
(408)358-5058

Date June 9, 2021

(Note: Any subsequent amendments to the SWMP should be reflected on this page.)

AS-BUILT CERTIFICATION:

Based on a visual inspection, the stormwater treatment facilities have been constructed in accordance with the Stormwater Management Plan prepared by this office and approved by the City.

_____ Title: Associate

Patrick Chan, PE

ENGINEERS / SURVEYORS / PLANNERS

1730 N. First Street, Suite 600
San Jose, CA 95112
(408) 4679100

Date 06/05/21

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- 5.12 Grading and Drainage Plan
- 5.13 Utility Plan
- 5.14 Landscaping and Planting Plans
- 5.15 Civil Bioretention Area Detail

1. Introduction

1.1 General Information

Project Name:	McCarthy Ranch – Amazon Parking Lot 1207 North McCarthy Boulevard Milpitas, CA. 95035 APN: 022-29-039
Applicant:	Joe Goggiano McCarthy Ranch 210 Almendra Ave. Los Gatos, CA 95030 Contact: Oscar Yousefi Phone Number: (925)460-3733
Project Use:	Commercial
Facility Activities:	Remove Existing and Appurtenances per Demo Plan Construct On-Site Improvements

1.2 Receiving Water Bodies

The subject project will discharge storm water runoff into Coyote Creek and the receiving water body will be the San Francisco Bay per Appendix 5.1.

1.3 Potential Pollutants

Possible pollutants for the subject project may include trash, sediments, nutrients, dust, construction debris and pesticides. Petroleum could be a potential pollutant in case of a spill. The construction of the project and long term maintenance should not add any of the following: copper, nickel, diazinon, mercury, chlordane, DDT, dieldrin and PCBs.

2. Analysis

2.1 Site Constraints and Geotechnical Summary

Geotechnical investigation was prepared by Silicon Valley Soil Engineering for, Proposed McCarthy Ranch dated March 2015. Field reconnaissance, drilling, sampling, and laboratory testing of the surface and subsurface material evaluated information can be found in the attached Geotechnical Report, Appendix 5.2. Please see Geotechnical Report for Site Recommendations.

2.2 HMP Applicability

The subject project is not located in the HMP Applicability Map (see Appendix 5.3); therefore, the hydromodification is not applicable to the project. The proposed design of the project will increase the amount of impervious areas as shown on the Stormwater Management Data Form, Appendix 5.4., and therefore theoretically increases the overall flow and volume of runoff that flows directly into Coyote Creek for 10-year, 10-minute storm event. However, with the implementation of the Bioretention areas, the time of concentration will increase .Per Appendix 5.5, the existing flow rate before the construction of the new industrial buildings and onsite/off-site improvements for a 10-year, 10-minute storm event was 1.07 CFS; the flow rate after the construction of the new parking lot off-site improvements for a 10-year, 10-minute storm event is 5.97 CFS.

3. Stormwater Quality Opportunities and Constraints

Governing regulations, the characteristics of the site itself, and constraints due to the need to mitigate potential off-site water quality impacts define the considerations that need to be addressed in the guidelines and infrastructure for stormwater quality management at the McCarthy Creekside site.

3.1 Regulatory Framework

The project site is required to meet C.3 treatment requirements as defined by the Regional Water Quality Control Board.

3.2 Stormwater Quality Management Constraints

There are several general constraints related to BMP selection and design for the project as proposed. These include:

- *Low soil permeability.* The project site is underlain by clayey soils, characterized by low permeability. The low infiltration rates associated with this soil make them inappropriate for BMPs that rely on infiltration of stormwater runoff as a water-quality control measure. Examples of such approaches include infiltration basins, drywells and the use of permeable pavement.
- *Groundwater.* The ground water table is located approximately 12'-13' below existing grade and rose to 10'-11' at the end of the geotechnical drilling operations, the highest expected groundwater level is approximately 3' below grade. The high ground water table associated with this soil make them inappropriate for BMPs that rely on infiltration of stormwater runoff as a water-quality control measure. Examples of such approaches include infiltration basins, drywells and the use of permeable pavement.

3.3 Stormwater Quality Management Opportunities

A number of clear opportunities are presented by the planned land use and physical characteristics of the site. These opportunities should be exploited to the greatest extent possible in the selection and design of BMPs and include the following:

- *Cohesive, erosion-resistant soils.* The project site is largely underlain by clay-rich soils that are quite cohesive and relatively resistant to erosion. This can have a marked benefit from a sediment source control perspective in that there is a limited potential for erosion as long as areas are properly vegetated and maintained.

4. Best Management Practices

In light of the opportunities and constraints that exist at the project site, it is possible to establish a BMP implementation framework that can guide further refinements in the site plan. The BMP framework is based on a hierarchical approach advocated by stormwater quality regulators (e.g. see BASMAA, 1999). The hierarchical approach has the following levels:

- Level I – Site Design. One of the key elements of the SWMP for the project will be incorporating appropriate site design elements that enhance efforts to limit water quality impacts. Properly implemented features in essence "set the stage" for an effective plan by establishing a land use pattern that limits the amount of directly connected impervious area (DCIAs), encourages infiltration and runoff reduction to the greatest extent practicable and complements other BMPs that may be used.

- Level II – Source Control. Another of the primary focuses of any SWMP should be a strong and broad source control program. This approach capitalizes on the fact that it is generally more effective, in terms of both impact and cost, to prevent or limit constituent of concern from being released than it is to remove them from the environment once they have been mobilized (BASMAS, 1999).

- Level III – Treatment Control. The term "treatment control" refers to those BMPs that are designed to reduce constituents of concern once they have been mobilized in stormwater runoff. They should properly be seen as a "last line of defense" in the overall suite of BMPs that are employed. Treatment controls area generally considered necessary BMPs since even the most aggressive site design and source control programs cannot guarantee that constituents of concern will not be mobilized from the site.

4.1 Site Design Elements

The following site layout characteristics are incorporated to reduce impervious surface:

1. The project site is a high-density infill development, which minimizes the use of streets.
2. The commercial lot will accommodate drainage via surface flow into the bioretention areas.

4.2 Source Control Elements

A. Non-Structural Source Control BMPs:

Included	Not Applicable	Non-Structural Source Control BMPs	If Not Applicable, State Brief Reason
✓		N1 Education for property owners, tenants and occupants - practical information materials will be provided to the first residents/occupants/tenants on general housekeeping practices that contribute to the protection of stormwater quality. The materials (included in this SWMP) cover the following topics: • The use of chemicals (including household type) that should be limited to the property, with not discharge of specified wastes via hosing or other direct discharge to gutters, catch basins, and storm drains. • The proper handling of material such as fertilizers, pesticides, cleaning solutions, pint products, automotive products, and swimming pool chemicals. • The environmental and legal impacts of illegal dumping of harmful substances into storm drains and sewers. • Alternative household products which are safer to the environment. • Household hazardous waste collection programs. • Used oil recycling programs. • Proper procedures for spill prevention and clean up. • Proper storage of materials which prose pollution risks to local waters. • Carpooling programs and public transportation alternatives to driving.	
✓		N2 Activity restrictions (CC&Rs) - CC&Rs will be prepared by the developer for the purpose of surface water quality protection, or use restrictions will be developed through lease terms.	
✓		N3 Common area landscape management - ongoing maintenance consistent with County Water Conservation Resolution or city equivalent, plus fertilizer and/or pesticide usage consistent with County Management Guidelines for Use of Fertilizers (DAMP Section 5.5), or city equivalent.	

Included	Not Applicable	Non-Structural Source Control BMPs	If Not Applicable, State Brief Reason
	✓	N4 BMP maintenance - City of Milpitas shall be responsible for the inspection and maintenance of structural BMPs within the public right-of-way and irrevocable offers of dedication. POAs shall be responsible for the inspection and maintenance of structural BMPs within their boundaries. The City of Milpitas shall be responsible for re-stenciling of catch basins as required.	
	✓	N5 Title 22 CCR Compliance - compliance with Title 22 of the California Code of Regulations and relevant sections of the California Health & Safety Code regarding hazardous waste management.	
	✓	N6 Local industrial permit compliance - provide for clean stormwater discharges from fuel dispensing areas, and require permission to discharge industrial wastes to public properties.	No Dispensing
	✓	N7 Spill contingency plan - mandates stockpiling of cleanup materials, notification of responsible agencies, disposal of cleanup materials, documentation, etc.	No Stockpiles
	✓	N8 Underground storage tank compliance - compliance with State regulations dealing with underground storage tanks.	No Tanks
	✓	N9 Hazardous materials disclosure compliance - compliance with County and comparable City ordinances.	No Hazmat
	✓	N10 Uniform fire code implementation - compliance with Article 80 of the Uniform Fire Code.	
	✓	N11 Common area litter control - litter patrol, emptying of trash receptacles in common areas, and noting trash disposal violations by tenants/homeowners or businesses and reporting the violations to the owner/MCCARTHY CREEKSIDE ASSOCIATION CREATED BY THE COVENANTS, CONDITIONS AND RESTRICTIONS (CC&R'S) OF THE PROJECT. for investigation.	No trash pick-up
	✓	N12 Employee training - manual(s) for initial purchasers of business site or for development that is constructed for an unspecified use, commitment on behalf of POA to prepare.	MCCARTHY CREEKSIDE ASSOCIATION CREATED BY THE COVENANTS, CONDITIONS AND RESTRICTIONS (CC&R'S) OF THE PROJECT.

Included	Not Applicable	Non-Structural Source Control BMPs	If Not Applicable, State Brief Reason
	✓	N13 Housekeeping of loading docks - loading docks for grocery, drug and discount stores and warehouse-type commercial and industrial loading docks will be kept in a clean and orderly condition through weekly sweeping and litter control, and immediate cleanup of spills and broken containers. Runoff will drain through water quality inlets or an equally effective alternative. Pre-treatment may also be required.	No Docks
✓		N14 Common area catch basin inspection - for industrial/commercial developments and for developments with "privately bold maintained drainage systems", the owner is required to have privately-owned catch basins inspected and, if necessary, cleaned prior to the storm season, no later than October 1st each year. CCR's governed by the MCCARTHY CREEKSIDE ASSOCIATION CREATED BY THE COVENANTS, CONDITIONS AND RESTRICTIONS (CC&R'S) OF THE PROJECT..	
✓		N15 Street sweeping private streets and parking lots - streets are required to be swept prior to the storm season, no later than October 1st each year and according to the City of Milpitas street sweeping program schedule. Parking lots shall be swept weekly, weather permitting.	
	✓	N16 Commercial vehicle washing - commercial vehicles will be washed in dedicated washing facilities only. Soaps and detergents will not be discharged to the storm drain system.	Site is to be used for parking only

B. Structural Source Control BMPs:

Included	Not Applicable	Structural Source Control BMPs	If Not Applicable, State Brief Reason
✓		Storm Drain Stenciling - all storm drain inlets and catch basins, constructed or modified, within the project area will be stenciled or labeled "No Dumping - Drain to Creek." Signs which prohibit illegal dumping will be posted at public access points along channels and creeks within the project area.	
	✓	Outdoor Storage Area Design - hazardous materials with the potential to contaminate urban runoff will either be: (1) placed in an enclosure such as, but not limited to, a cabinet, shed, or similar structure that prevents contact with runoff or spillage to the stormwater conveyance system; or (2) protected by secondary containment structures (not double wall containers) such as berms, dikes, or curbs.	No Hazmat
	✓	Trash Area Design - trash areas will be paved, designed not to allow run-on, screened or walled to	No Trash

Included	Not Applicable	Structural Source Control BMPs	If Not Applicable, State Brief Reason
		prevent off-site transport of trash; and covered to minimize direct precipitation.	Enclosure required
✓		Efficient Irrigation - the timing and application methods of irrigation water will minimize the runoff of excess irrigation water into the stormwater conveyance system.	
	✓	Protect Slopes and Channels - stormwater BMPs will be included to decrease the potential for erosion of slopes and/or channels.	No channels or slopes
	✓	Dock Areas - loading dock areas will be covered or designed to preclude run-on and runoff. Direct connections to storm drains from depressed loading docks (truck wells) are prohibited. Below grade loading docks for grocery stores and warehouse/distribution centers of fresh food items, will drain through water quality inlets or an equally effective alternative. Pre-treatment may also be required.	No Docks
	✓	Maintenance Bays - repair/maintenance bays will be indoors or designed to preclude run-on; designed to capture all wash water, leaks and spills; with impermeable berms, drop inlets, trench catch basins, or overflow containment structures around repair bays to prevent spilled materials and wash-down waters from entering the storm drain system. Connect drains to a sump for collection and disposal. Direct connection of the repair/maintenance bays to the storm drain system is prohibited. If required by the City, obtain an Industrial Waste Discharge Permit.	No Maintenance Bays

Included	Not Applicable	Structural Source Control BMPs	If Not Applicable, State Brief Reason
	✓	Vehicle Wash Areas – areas for washing/steam cleaning of vehicles will be self-contained or covered with a roof or overhang; will be equipped with a wash rack and with the prior approval of the sewering agency; will be equipped with a clarifier or other pretreatment facility; and will be properly connected to a sanitary sewer.	No wash area
	✓	Outdoor Processing Areas – cover or enclose areas that would be the most significant source of pollutants; or, slope the area toward a dead-end sump; or, discharge to the sanitary sewer system following appropriate treatment in accordance with conditions established by the applicable sewer agency. Grade or berm area to prevent run-on from surround areas. No storm drains will be installed in areas of equipment repair. Where wet material processing occurs (e.g. electroplating), secondary containment structures (not double wall containers) will be provided to hold spills resulting from accidents, leaking tanks or equipment, or any other unplanned releases.	No processing area
	✓	Equipment Wash Areas - will be self-contained; or covered with a roof or overhang; will be equipped with a clarifier, grease trap or other pretreatment facility, as appropriate; and will be properly connected to a sanitary sewer.	No equipment wash area
	✓	Fueling Areas - Non-retail fuel dispensing areas will contain the following: 1. Overhanging roof structure or canopy. The cover's minimum dimensions must be equal to or greater than the area within the grade break. The cover must not drain onto the fuel dispensing area and the downspouts must be routed to prevent drainage across the fueling area. The fueling area shall drain to the project's treatment control BMP(s) prior to discharging to the stormwater conveyance system. 2. Paved with Portland cement concrete (or equivalent smooth impervious surface). The use of asphalt concrete shall be prohibited. 3. Have an appropriate slope to prevent ponding, and must be separated from the rest of the site by a grade break that prevents run-on of urban runoff. 4. The concrete fuel dispensing area must extend at least 6.5 feet (2.0 meters) from the corner of each fuel dispenser, or the length at which the hose and nozzle assembly may be operated plus 1 foot (0.3 meter), whichever is less.	No fueling on-site.

4.3 Guidelines for Treatment Control Measures

For all BMP layout, design, sizing and details, see Storm Water Control (Management) Plan Sheets in Appendix 5.6. Please see below for detailed BMP implementation for the project site:

- Bioretention areas will be treating all of the site impervious areas. These areas will have 18" of treatment soil that infiltrates storm water at a rate of 5 to 10 in/hr and will be planted appropriately. The soil section will be underlain by minimum of 12" drain rock section to capture the storm water. They have been sized using the Combination Flow & Volume Method due to their ability to infiltrate stormwater runoff through the treatment soil. They will be equipped with raised inlet structures and under-drains. Due to low soil permeability and high groundwater, a non-permeable liner will be used in the design.

4.4 Post BMP Operation and Maintenance

A. Maintenance Objectives

A comprehensive monitoring and maintenance program is an essential element of a long-term stormwater management plan. The proposed stormwater system for the subject project will operate in an automatic and reliable manner. However, as with all physical infrastructure, the stormwater system will need adequate routine maintenance to function as designed. See Post Construction BMP Maintenance and/or Source Control Activities Table in Appendix 5.7; Sample BMP Inspection & Maintenance Form in Appendix 5.8; and Employee Training Program Table in Appendix 5.9. The monitoring and maintenance program has the following goals:

- To monitor all BMPs to assess whether they continue to function as appropriate mitigation for the effects of urban non-point source pollution on receiving waters in a manner consistent with the highest regard for public safety;
- To set forth the expected routine maintenance functions and associated schedules that allow the BMPs to function as designed;
- To anticipate non-routine maintenance needs that may arise and suggest appropriate responses to these needs;
- The operations and maintenance plan will be a "living document" that can be modified in the future to save costs (without compromising the goals of the program) and to adjust to changes at the site or in regulatory guidance.

B. Scheduling of Monitoring and Maintenance

Routine maintenance for the BMPs should be carried out on a schedule similar to the rest of the stormwater system. This will typically require a thorough inspection and maintenance visit in late summer or early fall prior to the rainy season. A Sample BMP Inspection & Maintenance Form has been attached as Appendix 5.8. Observations and recommendations for corrective measure (if necessary) will be recorded and kept by the McCarthy Creekside Association created by the covenants, conditions and restrictions (CC&R's) of the project. Remedial maintenance will be performed immediately or

scheduled to take place within a reasonable time frame. Records will be available to the City of Milpitas for review upon request.

The following general monitoring and maintenance guidelines shall be performed:

- A thorough inspection and maintenance of all the BMP's mentioned above shall be conducted in late summer or early fall prior to the rainy season (October 1st).
- All BMP's mentioned above shall be monitored following major storm events (greater that 1-inch of rain).
- Any debris and/or sediment encountered anywhere on the project site shall be removed as necessary.
- Remedial maintenance shall be performed immediately as conditions allow.
- Inspection, monitoring and maintenance shall be performed by the McCarthy Creekside Association created by the covenants, conditions and restrictions (CC&R's) of the project. Records of inspection, monitoring and maintenance shall be kept by the McCarthy Creekside Association created by the covenants, conditions and restrictions (CC&R's) of the project and made available to the City of Milpitas upon request. See Appendix 5.8 for a Sample BMP Inspection/Maintenance Form and see Appendix 5.7 for Bio-Retention Area Maintenance Plan and Operation and Maintenance Inspection Report.
- If mosquito larvae are present and persistent, contact the County for information and advice. Mosquito larvicide should be applied only when absolutely necessary and then only by a licensed individual or contractor.
- Representatives of the City, the local vector control district and the Regional Water Quality Control Board may enter the common areas for purposes of verifying proper operation and maintenance of the BMP's outlined in the approved plan.

A summary of the inspection and maintenance schedule for source control and treatment control BMP's is shown in Table 1.

C. Summary of Maintenance Requirements

The maintenance for all source and treatment control BMP's is as described below. See Table 1 for a summary of the inspection and maintenance schedule. Records of observations and recommendations shall be kept by the MCCARTHY CREEKSIDE ASSOCIATION CREATED BY THE COVENANTS, CONDITIONS AND RESTRICTIONS (CC&R'S) OF THE PROJECT and made available to the City of Milpitas upon request. See Appendix 5.8 for a Sample BMP Inspection/Maintenance Form and see Appendix 5.8 for Bio-Retention Area Maintenance Plan and Operation and Maintenance Inspection Report.

1. Landscape Maintenance

The following landscape maintenance shall be performed on all landscape areas including all bio-retention areas:

- Landscape areas (including bio-retention areas) within the project site shall be covered with plants or some type of ground cover to minimize erosion. No areas are to be left as bare dirt that could erode.
- Pesticides and fertilizers shall be stored as hazardous materials and in appropriate packaging. Over spraying onto paved areas shall be avoided when applying fertilizers and pesticides. Pesticides and fertilizers will be prohibited from being stored outside.

- Landscape areas (including bio-retention areas) shall be inspected for debris and obstructions to drainage flow. All debris and obstructions to drainage flow shall be removed.

2. Storm Drainage Collection System Maintenance

The storm drainage collection system consists of overflow drains, area drains, catch basins, drop inlets, distribution piping, and manholes. The following maintenance shall be performed on all storm drainage collection systems:

- *Inlet and Catch Basin Cleaning.* Inspect all overflow drains, area drains, catch basins drop inlets and manholes twice a year for debris and sediment before and after the rainy season (before October 1st and after April 1st). During inspection, all debris and sediment shall be removed.
- *Regular Street Sweeping.* Regular street sweeping can have a significant impact on the control of such constituents of concern as trash and debris, particulates, and heavy metals. All streets should be swept on a regular basis to control the build-up of sediment and trash with particular attention to the early fall period prior to the onset of the winter rainy season. Street Sweeping schedules will follow City of Milpitas standards, but should not be less than monthly.

3. Stormwater Treatment System Maintenance

The stormwater treatment system consists of bio-retention areas. To ensure that the stormwater treatment system is properly functional and operational, the following routine maintenance, but not limited to, shall be performed:

- Overflow drains within the bio-retention areas shall be inspected twice a year before and after the rainy season for debris and sediment (before October 1st and after April 1st). Any debris or accumulations of sediment encountered shall be removed.
- After every major storm event (greater that 1-inch of rain) all overflow drains, storm drain clean out boxes and manholes shall be inspected to remove any obstructions to the flow.
- If eroded areas are observed in the bio-retention areas, repair the area by placing a seeded blanket on eroded area as soon as scour is observed.
- Herbicides, pesticides or non-organic fertilizers should not be used in the bio-retention areas. Instead, use integrated pest management techniques and hand weed these areas.
- When water stands in the bioretention basins between storms and does not drain within five days after rainfall, the 18” thick treatment soil section (infiltration rate of 5 to 10 inches per hour) and planting shall be replaced per the development Improvement Plans.
- In addition to above, the McCarthy Creekside Association created by the covenants, conditions and restrictions (CC&R’s) of the project shall follow the Bio-Retention Area Maintenance Plan and Operation and Maintenance Inspection Report in Appendix 5.7.

Table 1: Inspection and Maintenance Schedule Summary

Areas*	Inspection	Schedule
Landscaping (Includes Bio-retention areas)	Inspect for erosion, damage to vegetation, channelization of flow and sediment accumulation	Twice a year: before and after the rainy season (before October 1st and after April 1st)
	Mow grass to maintain an acceptable height. Irrigate areas during dry seasons. Aerate soil by cultivating and adding mulch.	As needed (frequent seasonally)
Storm Drainage Collection System	Inspect area drains, catch basins, drop inlets, and manholes	Twice a year: before and after the rainy season (before October 1st and after April 1st)
	Clean area drains, catch basins, drop inlets, and manholes	Twice a year: before and after the rainy season (before October 1st and after April 1st). After every major storm event
Stormwater Treatment System (Bio-retention areas, pervious pavers, pervious pavement, and self-retaining landscape areas)	Inspect overflow drains	Twice a year: before and after the rainy season (before October 1st and after April 1st). After every major storm event
	Repair any damaged areas within the bio-retention areas, pervious pavers, pervious pavement, and self-retaining landscape areas. Remove sediment from the bio-retention areas and self-retaining landscape areas if vegetation growth is inhibited or if the sediment is blocking the even spreading of water.	Twice a year: before and after the rainy season (before October 1st and after April 1st) Ensure paving area is clean of debris, dewaters between storms and is clean of sediment (monthly). Vacuum sweep pervious pavement frequently (3-4 times a year, or as needed) to keep surface free of sediment.

4.5 Responsible Parties

Responsibility for the implementation and/or oversight of the monitoring and maintenance program for the BMPs at 1207 North McCarthy Blvd is designated as listed below:

Contractor: Big-D Pacific Builders
Attn: Oscar Yousefi
6210 Stoneridge Mall Road, #460, Pleasanton, CA 94588
(925) 460-3733

4.6 Funding and Annual Reporting

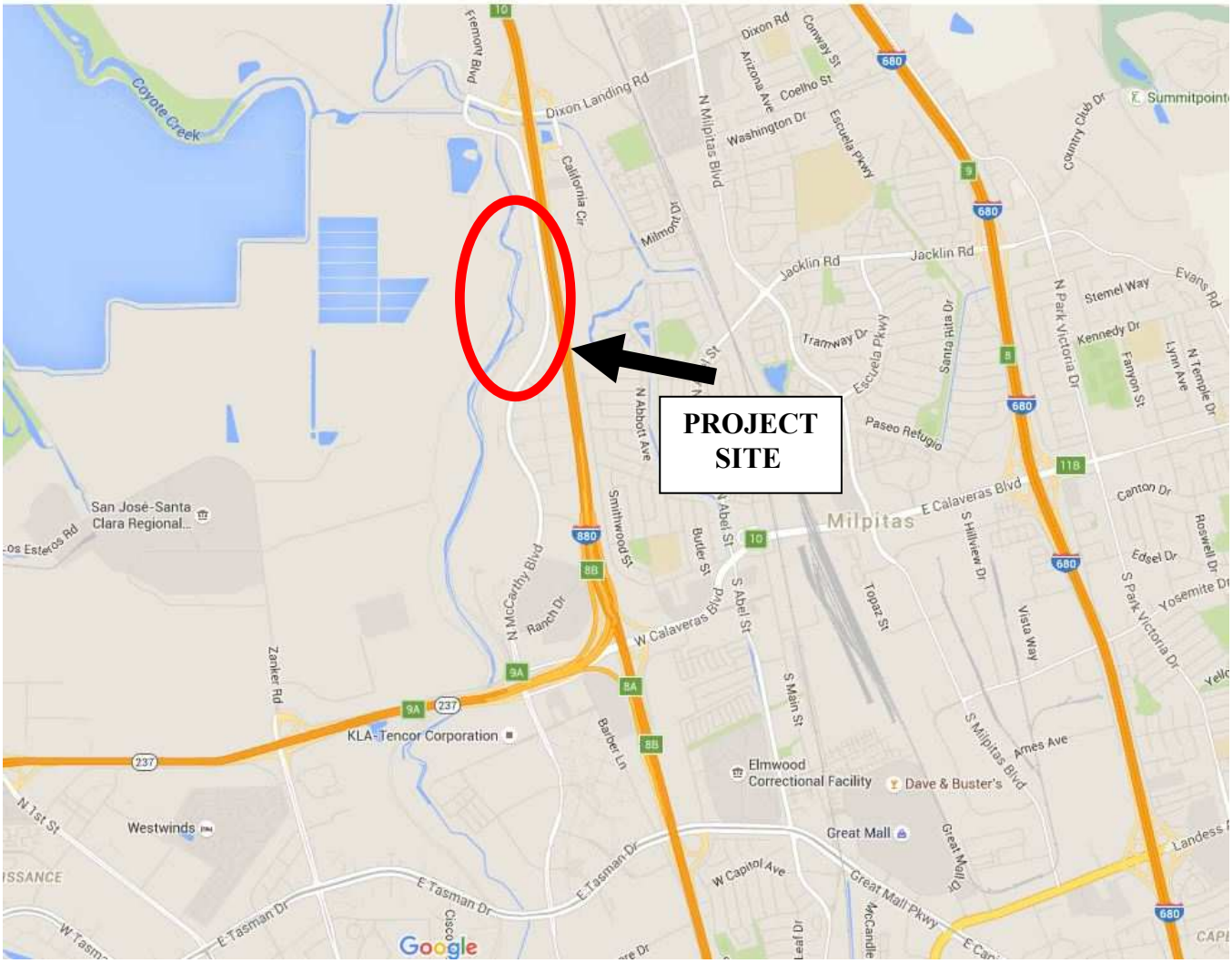
The growing body of experience related to stormwater BMPs shows the importance of reliable funding mechanisms to support ongoing operations and maintenance activities. This is especially important with regard to treatment control BMPs at 1207 North McCarthy Boulevard project. Funding for maintenance of BMPs will be by the McCarthy Creekside Association created by the covenants, conditions and restrictions (CC&R's) of the project. The developer will sign a maintenance agreement with the City of Milpitas.

5. Appendices

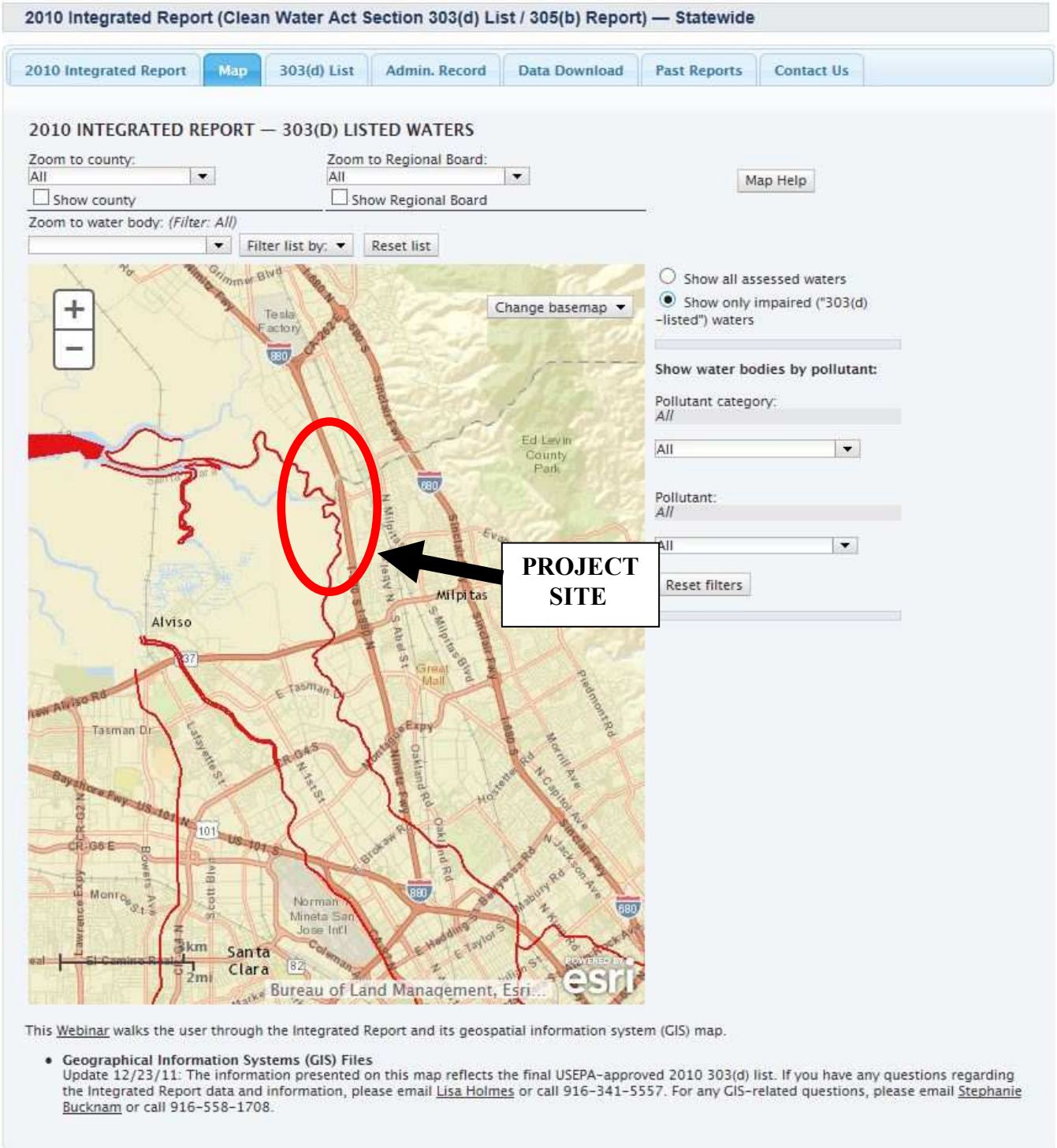
Appendix 5.1

Vicinity Map and Receiving Water Body

VICINITY MAP



RECEIVING WATER RISK

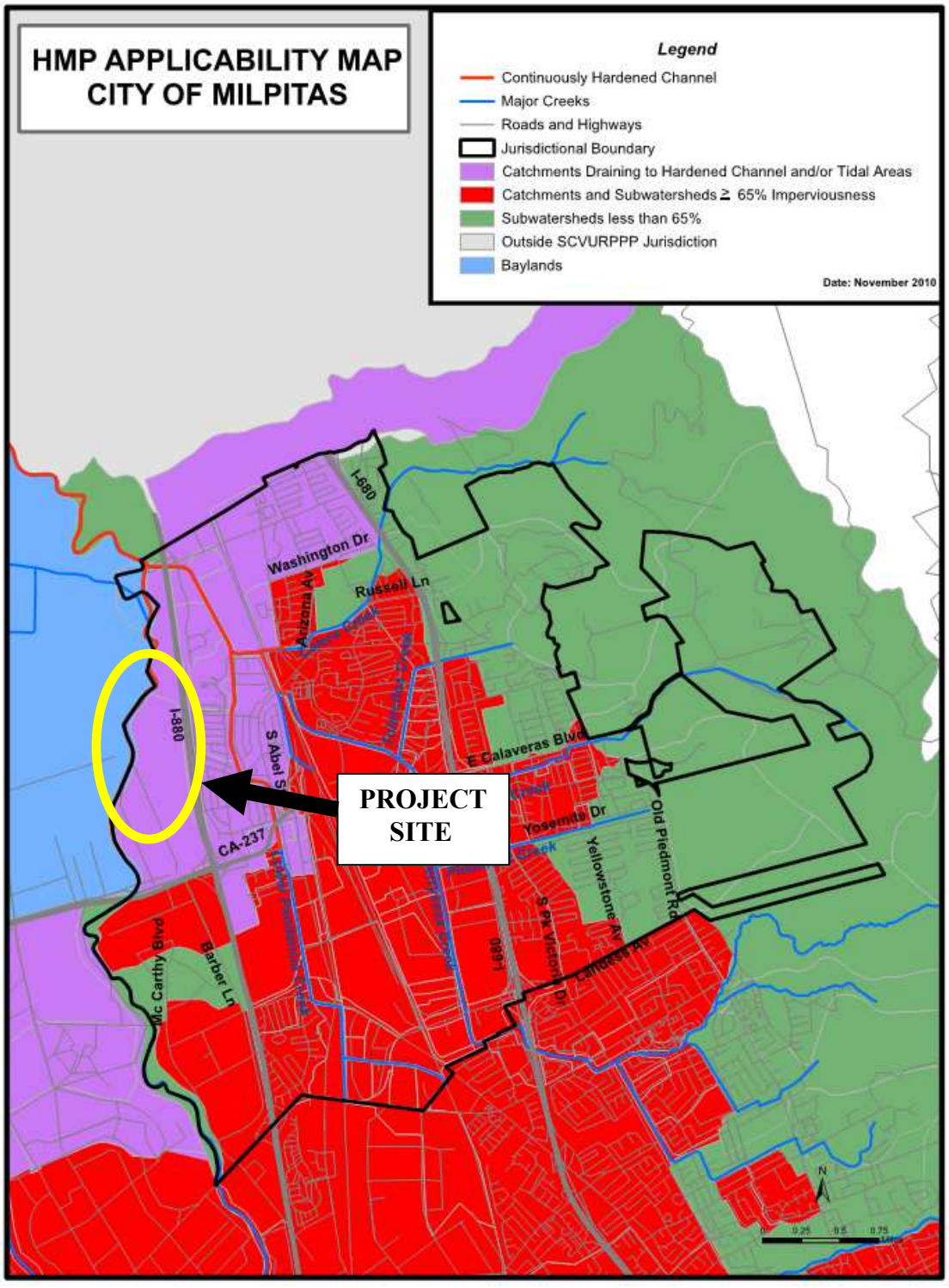


Appendix 5.2

Geotechnical Report

Appendix 5.3

HMP Applicability Map



Appendix 5.4

Storm Water Management Data Form

City of Milpitas – Stormwater Requirements C.3 Data Form

Santa Clara Valley Urban Run-Off Pollution Prevention Program

Which Projects Must Comply with Stormwater Requirements?

All projects that create and/or replace **10,000 sq. ft.** or more of impervious surface on the project site must fill out this worksheet and submit it with the development project application.

All restaurants, auto service facilities, retail gasoline outlets, and uncovered parking lot projects (stand-alone or part of another development project, including the top uncovered portion of parking structures) that create and/or replace **5,000 sq. ft.** or more of impervious surface on the project site must also fill out this worksheet.

Interior remodeling projects, routine maintenance or repair projects such as re-roofing and re-paving, and single family homes that are not part of a larger plan of development are **NOT** required to complete this worksheet.

What is an Impervious Surface?

An impervious surface is a surface covering or pavement that prevents the land's natural ability to absorb and infiltrate rainfall/stormwater. Impervious surfaces include, but are not limited to rooftops, walkways, paved patios, driveways, parking lots, storage areas, impervious concrete and asphalt, and any other continuous watertight pavement or covering. Pervious pavement, underlain with pervious soil or pervious storage material (e.g., drain rock), that infiltrates rainfall at a rate equal to or greater than surrounding unpaved areas OR that stores and infiltrates the water quality design volume specified in Provision C.3.d of the Municipal Regional Stormwater Permit (MRP) is not considered an impervious surface.

For More Information

For more information regarding selection of Best Management Practices for stormwater pollution prevention or stormwater treatment in Santa Clara County: http://www.scvurppp-w2k.com/c3_handbook_2012.shtml

1. Project Information

Project Name: McCarthy Parking Lot **APN #** 022-29-039

Project Address: 1207 North McCarthy Boulevard, Milpitas, CA 95035

Cross Streets: Dixon Landing Road

Applicant/Developer Name: McCarthy Ranch / Joey McCarthy

Project Phase(s): 1 **of** 1 **Engineer:** McCarthy Ranch

Project Type (Check all that apply): ☑ New Development ☐ Redevelopment

☐ Residential ☐ Commercial ☐ Industrial ☐ Mixed Use ☐ Public ☐ Institutional

☐ Restaurant ☑ Uncovered Parking ☐ Retail Gas Outlet ☐ Auto Service (SIC code)_____
(5013-5014, 5541, 7532-7534, 7536-7539)

☐ Other _____

Project Description: The project proposes a parking lot over a 5.0-acre site.

Project Watershed/Receiving Water (creek, river, or bay): Coyote Creek

2. Project Size

a. Total Site Area: 5.0 acre	b. Total Site Area Disturbed: 5.0 acre (including clearing, grading, or excavating)			
	Existing Area (ft^2)	Proposed Area (ft^2)		Total Post-Project Area (ft^2)
		Replaced	New	
Impervious Area				
Roof	0	0	0	0
Parking	0	0	139,398	139,398
Sidewalks and Streets	20	20	22,336	22,356
c. Total Impervious Area	20	20	161,734	161,754
d. Total new and replaced impervious area		161,754		
Pervious Area				
Landscaping	217953	85,768	0	0
Pervious Paving	0	0	0	0
Other (e.g. Green Roof)	0	0	0	0
e. Total Pervious Area	217953	85,738	0	85,738
f. Percent Replacement of Impervious Area in Redevelopment Projects (Replaced Total Impervious Area ÷ Existing Total Impervious Area) x 100% = 100 %				

3. State Construction General Permit Applicability:

a. Is #2.b. equal to one acre or more?

☑ Yes, applicant must obtain coverage under the State Construction General Permit (i.e., file a Notice of Intent and prepare a Stormwater Pollution Prevention Plan) (see www.swrcb.ca.gov/water_issues/programs/stormwater/construction.shtml for details).

☐ No, applicant does not need coverage under the State Construction General Permit.

4. MRP Provision C.3 Applicability:

a. Is #2.d. equal to **10,000** sq. ft. or more, or **5,000** sq. ft. or more for restaurants, auto service facilities, retail gas outlets, and uncovered parking?

☑ Yes, C.3. source control, site design, and treatment requirements apply.

☐ No, C.3. source control and site design requirements may apply – check with local agency

b. Is #2.f. equal to 50% or more?

☑ Yes, C.3. requirements (site design, source control, as appropriate, and stormwater treatment) apply to entire site.

☐ No, C.3. requirements only apply to impervious area created and/or replaced.

5. Hydromodification Management (HM) Applicability:

a. Does project create and/or replace one acre or more of impervious surface AND is the total post-project impervious area greater than the pre-project (existing) impervious area?

☑ Yes (continue) ☐ No – exempt from HM, go to page 3

b. Is the project located in an area of HM applicability (green area) on the HM Applicability Map? (www.scvurppp-w2k.com/hmp_maps.htm)

☐ Yes, project must implement HM requirements

☑ No, project is exempt from HM requirements

6. Selection of Specific Stormwater Control Measures:

Site Design Measures

- ☐ Minimize land disturbed
- ☐ Minimize impervious surfaces
- ☑ Minimum-impact street or parking lot design
- ☐ Cluster structures/ pavement
- ☐ Disconnected downspouts
- ☑ Pervious pavement
- ☐ Green roof
- ☐ Microdetention in landscape
- ☐ Other self-treating area
- ☐ Self-retaining area
- ☐ Rainwater harvesting and use (e.g., rain barrel, cistern connected to roof drains) [1]
- ☐ Preserved open space: _____ ac. or sq. ft .(circle one)
- ☐ Protected riparian and wetland areas/buffers (Setback from top of bank: _____ft.)
- ☐ Other _____

Source Control Measures

- ☐ Alternative building materials
- ☐ Wash area/racks, drain to sanitary sewer[2]
- ☐ Covered dumpster area, drain to sanitary sewer[2]
- ☐ Sanitary sewer connection or accessible cleanout for swimming pool/spa/fountain[2]
- ☑ Beneficial landscaping (minimize irrigation, runoff, pesticides and fertilizers; promotes treatment)
- ☐ Outdoor material storage protection
- ☐ Covers, drains for loading docks, maintenance bays, fueling areas
- ☑ Maintenance (pavement sweeping, catch basin cleaning, good housekeeping)
- ☑ Storm drain labeling
- ☐ Other _____

Treatment Systems

- ☐ None (all impervious surface drains to self-retaining areas)

LID Treatment

- ☐ Rainwater harvest and use (e.g., cistern or rain barrel sized for C.3.d treatment)
- ☐ Infiltration basin
- ☐ Infiltration trench
- ☐ Exfiltration trench
- ☐ Underground detention and infiltration system (e.g. pervious pavement drain rock, large diameter conduit)

Biotreatment [3]

- ☑ Bioretention area
- ☐ Flow-through planter
- ☐ Tree box with bioretention soils
- ☐ Other _____

Other Treatment Methods

- ☐ Proprietary tree box filter[4]
- ☐ Media filter (sand, compost, or proprietary media)[4]
- ☐ Vegetated filter strip[5]
- ☐ Dry detention basin[5]
- ☐ Other _____

Flow Duration Controls for Hydromodification Management (HM)

☐ Detention basin ☐ Underground tank or vault ☐ Bioretention with outlet control ☐ Other _____

[1] Optional site design measure; does not have to be sized to comply with Provision C.3.d treatment requirements.
[2] Subject to sanitary sewer authority requirements.
[3] Biotreatment measures are allowed only with completed feasibility analysis showing that infiltration and rainwater harvest and use are infeasible.
[4] These treatment measures are only allowed if the project qualifies as a "Special Project".
[5] These treatment measures are only allowed as part of a multi-step treatment process.

7. Treatment System Sizing for Projects with Treatment Requirements

Indicate the hydraulic sizing criteria used and provide the calculated design flow or volume:

Treatment System Component	Hydraulic Sizing Criteria Used[3]	Design Flow or Volume (cfs or cu.ft.)
Bioretention	2B & 3	4,753

[3]Key: 1a: Volume – WEF Method
1b: Volume – CASQA BMP Handbook Method
2a: Flow – Factored Flood Flow Method
2b: Flow – CASQA BMP Handbook Method
2c: Flow – Uniform Intensity Method
3: Combination Flow and Volume Design Basis

8. Alternative Certification: Was the treatment system sizing and design reviewed by a qualified third-party professional that is not a member of the project team or agency staff?

☐ Yes ☑ No Name of Reviewer: _____

9. Operation & Maintenance Information

A. Property Owner's Name: Joey McCarthy, McCarthy Ranch

B. Responsible Party for Stormwater Treatment/Hydromodification Control O&M:

a. Name: McCarthy Ranch

b. Address: 221 Los Gatos Saratoga Road, Los Gatos, CA 95030

c. Phone/E-mail: (408) 356-2300

This section to be completed by City of Milpitas staff.

O&M Responsibility Mechanism

Indicate how responsibility for O&M is assured. Check all that apply:

☐ O&M Agreement

☐ Other mechanism that assigns responsibility (describe below):

_____

_____

Reviewed:

Planning Department

Planning Division: _____

Other (Specify): _____

Public Works Department

Land Development: _____

Other (Specify): _____

Appendix 5.5

Existing and Proposed Stormwater Runoff Calculations & On-Site Pipe Hydraulic Calculations

Existing Site Conditions Before Construction of New Industrial Buildings & On-Site/Off-Improvement

Total Site Area (Disturbed)	5.7 Acres
Impervious Site Area:	0.00 Acres
Impervious Site Area Runoff Coefficient:	0.90 (average)
Pervious Site Area:	5.7 Acres
Pervious Site Area Runoff Coefficient:	0.10
Existing Composite Site Area Runoff Coefficient	0.10
Intensity (10 Year, 10 Minute Storm)	1.87 inches/hour
Total Runoff Rate	**1.07 CFS**

Site Conditions After Construction of New Lot & On-site/Off-site Improvements

Total Site Area	5.7 Acres
Impervious Site Area:	3.73 Acres
Impervious Site Area Runoff Coefficient:	0.81 (average)
Pervious Site Area:	1.97 Acres
Pervious Site Area Runoff Coefficient:	0.10
Composite Site Area Runoff Coefficient	0.56
Intensity (10-Year, 10-Minute Storm)	1.87 inches/hour
Total Runoff Rate	**5.97 CFS**

Appendix 5.6

Stormwater Control (Management) Plan with BMP Sizing Calculation

LEGEND

- PROPERTY LINE
- LOT LINE/ADJ. PROPERTY LINE
- TOP OF BANK (BIORETENTION)
- FLOW LINE (BIORETENTION)
- STORM DRAIN LINE (UNTREATED) — SD — SD —
- STORM DRAIN LINE (TREATED)
- BIORETENTION TREATMENT AREA SEE SHEET C7.0 DETAIL 7.
- VEHICULAR PERVIOUS PAVEMENT PER DETAIL BELOW.
- PEDESTRIAN WALKWAY WITH PERVIOUS PAVEMENT PER DETAIL BELOW.
- DRAINAGE AREA BOUNDARY
- POINT OF TREATMENT OF DRAINAGE AREA — DMA-#
- POINT OF STORM WATER DISCHARGE FROM TREATMENT
- POINT OF STORM WATER DISCHARGE FROM SITE
- BIORETENTION DESIGNATION — B.R-#
- DIRECTION OF FLOW
- STORM DRAIN MANHOLE — SDMH
- STORM DRAIN CATCH BASIN — CB
- STORM DRAIN DROP INLET — DI
- STORM DRAIN JUNCTION BOX — JB
- STORM DRAIN BUBBLER BOX — BB
- STORM DRAIN AREA DRAIN — AD

NOTES

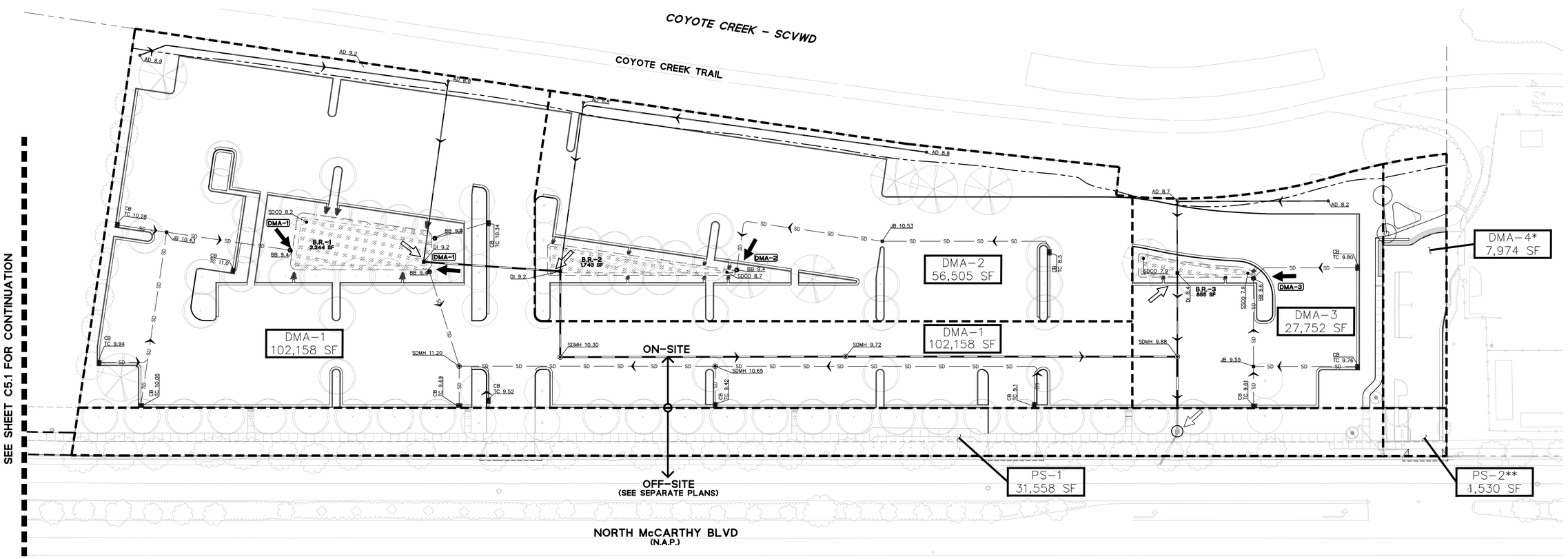
*DMA-4 IS A LOT BEING USED BY CITY OF MILPITAS AND WAS NOT TAKEN INTO TREATMENT CONTROL MEASURE AS THE IMPROVEMENTS ARE MINIMAL WHICH MOST LIKELY WILL NOT IMPACT THE EXISTING RUNOFF CONDITION OF THE SITE AND IS FOR THE BENEFIT OF CITY OF MILPITAS MAIN SEWAGE PUMP STATION.
**PS-2 WAS NOT TAKEN INTO TREATMENT CONTROL MEASURE AS IT'S WITHIN THE 27' LANDSCAPE AND SIDEWALK EASEMENT AND WILL BE PART OF CITY'S ROUTINE MAINTENANCE.

NORTH ARROW AND SCALE

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.



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In Association with:

A Site Improvement For:
McCARTHY RANCH
1207 N. McCARTHY BOULEVARD
MILPITAS, CA 95035

DATE	DESCRIPTION
07.30.2020	BUILDING DEPT. SUBMITTAL
10.26.2020	BUILDING DEPT. RESUBMITTAL

REGISTERED PROFESSIONAL ENGINEER
PATRICK CHAN
C 83189
CIVIL
STATE OF CALIFORNIA

STORMWATER MANAGEMENT PLAN

C5.0

PROJECT NO: 20190679

PCN: B-SI20-0015

TABLE A

PERVIOUS AND IMPERVIOUS SURFACES COMPARISON TABLE			
TOTAL SITE (ACRES):	5.00	TOTAL AREA OF SITE DISTURBED (ACRES):	5.00
IMPERVIOUS SURFACES	EXISTING CONDITION OF SITE AREA DISTURBED (SQUARE FEET)	PROPOSED CONDITION OF SITE AREA DISTURBED (SQUARE FEET)	
		REPLACED	NEW
ROOF AREA(S)	0	0	0
PARKING	0	0	139,398
SIDEWALKS, PATIOS, PATHS, ETC.	20	20	14,455
STREETS (PUBLIC)	0	0	0
STREETS (PRIVATE)	0	0	0
TOTAL IMPERVIOUS SURFACES:	20	20	153,853
PERVIOUS SURFACES			
LANDSCAPE AREA	217,953	64,100	0
PERVIOUS PAVING	0	0	0
OTHER PERVIOUS SURFACES (GREEN ROOF, ETC)	0	0	0
TOTAL PERVIOUS SURFACES:	217,953	64,100	0
TOTAL PROPOSED REPLACED + NEW IMPERVIOUS SURFACES:			153,873
TOTAL PROPOSED REPLACED + NEW PERVIOUS SURFACES:			64,100

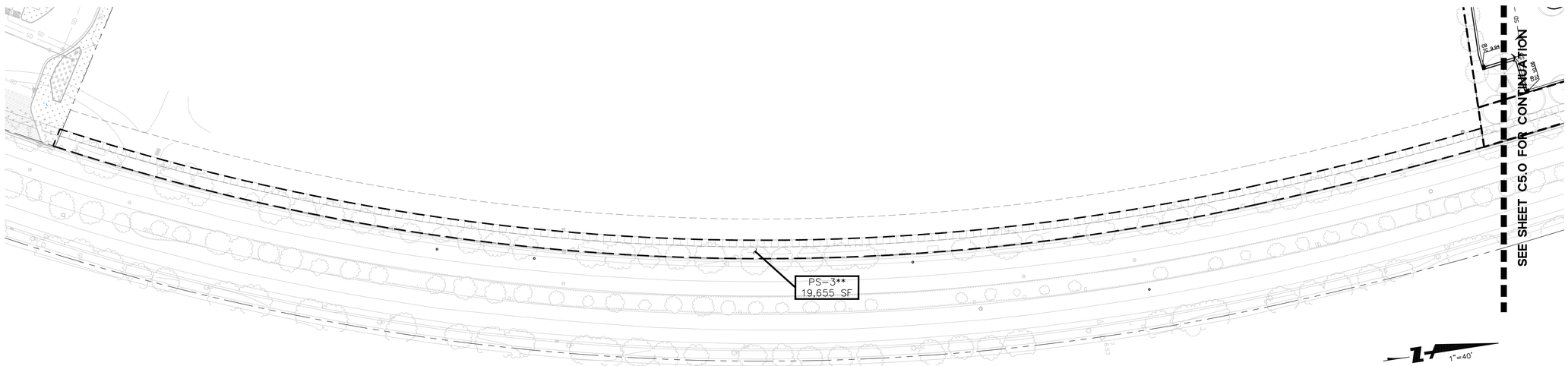
TABLE B

SITE CONDITIONS	
SOIL TYPE:	SILTY CLAY, HARD CLAYEY SILT
DEPTH TO GROUNDWATER:	3'–13'±
100–YEAR FLOOD ELEVATION:	ZONE X
RECEIVING WATER BODY:	COYOTE CREEK
POLLUTANTS: (INCLUDING, BUT NOT LIMITED, TO THE FOLLOWING)	SEDIMENT & TRASH GREASE & OIL
POLLUTANT SOURCE AREAS:	PARKING AREA
SOURCE CONTROL MEASURES:	BIORETENTION
SITE CONTROL MEASURES:	DIRECT RUNOFF TO INFILTRATION BEST MANAGEMENT PRACTICES

TABLE C

TREATMENT CONTROL MEASURE SUMMARY										
DRAINAGE AREAS	DRAINAGE AREA SIZE (SQ. FT.)	PERVIOUS SURFACE (SQ. FT.)	TYPE OF PERVIOUS SURFACE	IMPERVIOUS SURFACE (SQ. FT.)	IMPERVIOUS SURFACE TYPE (SQ. FT.)			TREATMENT REQUIRED* (SQ. FT.)	TREATMENT PROVIDED* (SQ. FT.)	PROPOSED TREATMENT CONTROLS
					ROOF (C=0.90)	SIDEWALK (C=0.80)	PAVING (C=0.70)			
DMA–1	102,158	19,245	LANDSCAPE (C=0.10)	82,913	0	3,490	79,423	2,240	3,344	BIORETENTION BASIN COMBO/FLOW METHOD B.R. 1 (3,344)
DMA–2	56,505	13,748	LANDSCAPE (C=0.10)	42,757	0	1,283	41,474	1,710	1,743	BIORETENTION BASIN 4% METHOD B.R. 2 (1,743)
DMA–3	27,752	7,666	LANDSCAPE (C=0.10) PERVIOUS PAVEMENT (C=0.10)	20,086	0	1,585	18,501	803	855	BIORETENTION BASIN 4% METHOD B.R. 3 (855)
PS–1	31,558	24,079	LANDSCAPE (C=0.10)	7,479	0	7,479	0	–	–	–
DMA–4	7,974	7,974	LANDSCAPE (C=0.10) PERVIOUS PAVEMENT (C=0.10)	0	0	0	0	–	–	–
PS–2	1,530	460	LANDSCAPE (C=0.10)	1,070	0	1,070	0		–	–
PS–3	19,655	12,206	LANDSCAPE (C=0.10)	7,449	0	7,449	0		–	–

***DMA–4 IS A LOT BEING USED BY CITY OF MILPITAS AND WAS NOT TAKEN INTO TREATMENT CONTROL MEASURE AS THE IMPROVEMENTS ARE MINIMAL WHICH MOST LIKELY WILL NOT IMPACT THE EXISTING RUNOFF CONDITION OF THE SITE AND IS FOR THE BENEFIT OF CITY OF MILPITAS MAIN SEWAGE PUMP STATION.**
****PS–2 WAS NOT TAKEN INTO TREATMENT CONTROL MEASURE AS IT'S WITHIN THE 27' LANDSCAPE AND SIDEWALK EASEMENT AND WILL BE PART OF CITY'S ROUTINE MAINTENANCE.**



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DATE	DESCRIPTION
07.30.2020	BUILDING DEPT. SUBMITTAL
10.26.2020	BUILDING DEPT. RESUBMITTAL

REGISTERED PROFESSIONAL ENGINEER
PATRICK CRAY
C 83189
CIVIL
STATE OF CALIFORNIA

STORMWATER MANAGEMENT, TABLES & CALCULATIONS

C5.1

PROJECT NO: 20190679

PCN: B-SI20-0015

Appendix 5.7

Post Construction BMP Maintenance and/or Source Control Activities Table

Bioretention Area Maintenance Plan for
1207 North McCarthy Boulevard

Bioretention areas function as soil and plant-based filtration devices that remove pollutants through a variety of physical, biological, and chemical treatment processes. These facilities normally consist of a grass buffer strip, sand bed, ponding area, organic layer or mulch layer, planting soil, and plants.

Project Address and Cross Streets
1207 North McCarthy Boulevard

Assessor's Parcel No.: 022-29-039

Property Owner: McCarthy Creekside Ranch Limited Partnership

Designated Contact: Joe Goggiano

Phone No.: 408-290-9805

Mailing Address:

210 Almendra Ave, Los Gatos, CA 95030

The property contains 3 bioretention area(s), located as described below and as shown in the attached site plan[1].

- **All bioretention areas are shown on the Storm Water Management Plan included as Appendix 5.7**

I. Routine Maintenance Activities

The principal maintenance objective is to prevent sediment buildup and clogging, which reduces pollutant removal efficiency and may lead to bioretention area failure. Routine maintenance activities, and the frequency at which they will be conducted, are shown in Table 1.

Table 1-Routine Maintenance Activities for Bioretention Areas

No.	Maintenance Task	Frequency of Task
1	Remove obstructions, debris and trash from bioretention area and dispose of properly.	Monthly, or as needed after storm events
2	Inspect bioretention area to ensure that it drains between storms and within five days after rainfall.	Monthly, or as needed after storm events
3	Inspect inlets for channels, soil exposure or other evidence of erosion. Clear obstructions and remove sediment.	Monthly, or as needed after storm events
4	Remove and replace all dead and diseased vegetation.	Twice a year
5	Maintain vegetation and the irrigation system. Prune and weed to keep bioretention area neat and orderly in appearance.	Before wet season begins, or as needed
6	Check that mulch is at appropriate depth (3 inches per soil specifications) and replenish as necessary before wet season begins.	Monthly
7	Inspect bioretention area using the attached inspection checklist.	Monthly, or after large storm events, and after removal of accumulated debris or material

II. Prohibitions

The use of pesticides and quick release fertilizers shall be minimized, and the principles of integrated pest management (IPM) followed:

1. Employ non-chemical controls (biological, physical and cultural controls) before using chemicals to treat a pest problem.
2. Prune plants properly and at the appropriate time of year.
3. Provide adequate irrigation for landscape plants. Do not over water.
4. Limit fertilizer use unless soil testing indicates a deficiency. Slow-release or organic fertilizer is preferable. Check with municipality for specific requirements.
5. Pest control should avoid harming non-target organisms, or negatively affecting air and water quality and public health. Apply chemical controls only when monitoring indicates that preventative and non-chemical methods are not keeping pests below acceptable levels. When pesticides are required, apply the least toxic and the least persistent pesticide that will provide adequate pest control. Do not apply pesticides on a prescheduled basis.
6. Sweep up spilled fertilizer and pesticides. Do not wash away or bury such spills.
7. Do not over apply pesticide. Spray only where the infestation exists. Follow the manufacturer's instructions for mixing and applying materials.
8. Only licensed, trained pesticide applicators shall apply pesticides.
9. Apply pesticides at the appropriate time to maximize their effectiveness and minimize the likelihood of discharging pesticides into runoff. With the exception of pre-emergent pesticides, avoid application if rain is expected.
10. Unwanted/unused pesticides shall be disposed as hazardous waste.

Standing water shall not remain in the treatment measures for more than five days, to prevent mosquito generation. Should any mosquito issues arise, contact the San Mateo County Mosquito Abatement District (SMCMAD), as needed for assistance. Mosquito larvicides shall be applied only when absolutely necessary, as indicated by the SMCMAD, and then only by a licensed professional or contractor. Contact information for SMCMAD is provided below.

III. Mosquito Abatement Contact Information

Santa Clara County Vector Control District
1580 Berger Dr.
San Jose, CA 95112
PH:(408) 918-4770

IV. Inspections

The attached Bioretention Area Inspection and Maintenance Checklist shall be used to conduct inspections monthly (or as needed), identify needed maintenance, and record maintenance that is conducted.

Bioretention Area
Inspection and Maintenance Checklist

Property Address: 1207 North McCarthy Boulevard, APN 022-29-039
Property Owner: McCarthy Ranch

Treatment Measure No.: _____ Date of Inspection: _____

Type of Inspection:
□ Monthly □ Pre-Wet Season □ After heavy runoff □ End of Wet Season
□ Other:_____
Inspector(s): _____

Defect	**Conditions When Maintenance Is Needed**	**Maintenance Needed? (Y/N)**	**Comments** (Describe maintenance completed and if needed maintenance was not conducted, note when it will be done)	**Results Expected When Maintenance Is Performed**
1. Standing Water	When water stands in the bioretention area between storms and does not drain within five days after rainfall.			There should be no areas of standing water once inflow has ceased. Any of the following may apply: sediment or trash blockages removed, improved grade from head to foot of bioretention area, or added underdrains.
2. Trash and Debris Accumulation	Trash and debris accumulated in the bioretention area.			Trash and debris removed from bioretention area and disposed of properly.
3. Sediment	Evidence of sedimentation in bioretention area.			Material removed so that there is no clogging or blockage. Material is disposed of properly.
4. Erosion	Channels have formed around inlets, there are areas of bare soil, and/or other evidence of erosion.			Obstructions and sediment removed so that water flows freely and disperses over a wide area. Obstructions and sediment are disposed of properly.
5. Vegetation	Vegetation is dead, diseased and/or overgrown.			Vegetation is healthy and attractive in appearance.
6. Mulch	Mulch is missing or patchy in appearance. Areas of bare earth are exposed, or mulch layer is less than 3 inches in depth.			All bare earth is covered, except mulch is kept 6 inches away from trunks of trees and shrubs. Mulch is even in appearance, at a depth of 3 inches.
7. Miscellaneous	Any condition not covered above that needs attention in order for the bioretention area to function as designed.			Meet the design specifications.

Stormwater Treatment Measure Operation and Maintenance
Inspection Report for the 1207 North McCarthy Boulevard Project

This report and attached Inspection and Maintenance Checklists document the inspection and maintenance conducted for the identified stormwater treatment measure(s) subject to the Maintenance Agreement between the City and the property owner during the annual reporting period indicated below.

I. Property Information:

Property Address or APN: 022-29-039

Property Owner: McCarthy Creekside Ranch Limited Partnership

II. Contact Information:

Name of person to contact regarding this report: Joe Goggiano

Phone number of contact person: 408-290-9805 Email: Joeg@mccarthyranch.com

Address to which correspondence regarding this report should be directed:

210 Almendra Ave, Los Gatos, CA 95030

III. Reporting Period:

This report, with the attached completed inspection checklists, documents the inspections and maintenance of the identified treatment measures during the time period from _____ to _____.

IV. Stormwater Treatment Measure Information:

The following stormwater treatment measures (identified treatment measures) are located on the property identified above and are subject to the Maintenance Agreement:

Identifying Number of Treatment Measure	Type of Treatment Measure	Location of Treatment Measure on the Property
B.R.1	Bioretention Area	South end of the property, on North McCarthy Blvd.
B.R.2	Bioretention Area	Middle of the property, on North McCarthy Blvd.
B.R.3	Bioretention Area	North end of the property, on North McCarthy Blvd.

V. Summary of Inspections and Maintenance:

Summarize the following information using the attached Inspection and Maintenance Checklists:

Identifying Number of Treatment Measure	Date of Inspection	Operation and Maintenance Activities Performed and Date(s) Conducted	Additional Comments
B.R.1			
B.R.2			
B.R.3			

VI. Sediment Removal:

Total amount of accumulated sediment removed from the stormwater treatment measure(s) during the reporting period: _____ cubic yards.

How was sediment disposed?

- ☐ landfill
- ☐ other location on-site as described in and allowed by the maintenance plan
- ☐ other, explain _____

VII. Inspector Information:

The inspections documented in the attached Inspection and Maintenance Checklists were conducted by the following inspector(s):

Inspector Name and Title	Inspector's Employer and Address

VIII. Certification:

I hereby certify, under penalty of perjury, that the information presented in this report and attachments is true and complete:

_____ _____

Signature of Property Owner or Other Responsible Party Date

_____

Type or Print Name

_____

Company Name

_____

Address

Phone number:_____ Email:_____

Appendix 5.8

SAMPLE BMP INSPECTION & MAINTENANCE FORM

Date:_____

Responsible Inspector:_____

LANDSCAPE MAINTENANCE

Location	Date	Observations Maintenance or Repair Needed? Debris? Erosion Problems?	Action Taken	Date Completed

STORM DRAINAGE COLLECTION SYSTEM MAINTENANCE

Location	Date	Observations Debris or Sediment? Silt Accumulation?	Action Taken	Date Completed

1. STORMWATER TREATMENT SYSTEM MAINTENANCE

Location	Date	Observations Flow Obstructions? Overflow Drain Obstructions? Debris or Sediment? Erosion Problems?	Action Taken	Date Completed

SAMPLE FORM ONLY
INSPECTOR/OWNER TO EXPAND AND MODIFY AS NECESSARY

Appendix 5.9

Employee Training Program Table

Table A-4: Employee Training Program

Name of Responsible Part responsible for training: _____ Provide the following information: Address_____ Phone_____ Fax_____ E-mail:		
Description of Items for Training (e.g. maintenance, inspection, pesticide use, others as applicable to site)	Training Schedule	Employees To Be Trained (Job Category or Title)
Maintenance	Yearly	MCCARTHY CREEKSIDE ASSOCIATION CREATED BY THE COVENANTS, CONDITIONS AND RESTRICTIONS (CC&R'S) OF THE PROJECT. Members
Inspection	Yearly	MCCARTHY CREEKSIDE ASSOCIATION CREATED BY THE COVENANTS, CONDITIONS AND RESTRICTIONS (CC&R'S) OF THE PROJECT. Members

Appendix 5.10

Erosion Control Plans

LEGEND

- PROPERTY LINE
- ADJACENT LOT LINE
- CENTER LINE
- FIBER ROLL PER DETAIL SE-5, SHEET C6.1
- TEMPORARY 6' CONSTRUCTION FENCE
- INLET PROTECTION (TYPE 3) PER DETAIL SE-10, SHEET C6.1
- INLET PROTECTION (TYPE 1) PER DETAIL SE-10, SHEET C6.1
- STABILIZED CONSTRUCTION ENTRANCE/EXIT PER DETAIL TC-1, SHEET C6.1
- OUTLET TIRE WASH PER DETAIL TC-3, SHEET C6.1
- CONCRETE WASTE MANAGEMENT PER DETAIL WM-8, SHEET C6.1

GENERAL NOTES

1. SHEETS C6.0 AND C6.1 ARE INTENDED TO BE USED FOR EROSION CONTROL ONLY. ⚠1
2. THIS PLAN MAY NOT COVER ALL THE SITUATIONS THAT ARISE DURING CONSTRUCTION DUE TO UNANTICIPATED FIELD CONDITIONS. IN GENERAL, THE CONTRACTOR IS RESPONSIBLE FOR KEEPING ANY SEDIMENT FROM LEAVING THE SITE. FIBER ROLLS, SAND BAGS, AND SILT FENCES SHALL BE USED BY THE CONTRACTOR ON AN AS NEEDED BASIS TO INHIBIT SILT FROM LEAVING THE SITE AND ENTERING THE STORM DRAIN SYSTEM. ALL EXISTING, TEMPORARY, OR PERMANENT CATCH BASINS SHALL USE ONE OF THE SEDIMENT BARRIERS SHOWN.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS INCURRED WITH ALL TEMPORARY AND PERMANENT EROSION AND SEDIMENT CONTROL MEASURE MAINTENANCE THROUGHOUT THE DURATION OF THE PROJECT.
4. THE CONTRACTOR WILL BE LIABLE FOR ANY AND ALL DAMAGES TO PUBLIC AND/OR PRIVATE OWNED AND MAINTAINED ROAD CAUSED BY THE CONTRACTOR'S GRADING ACTIVITIES, AND WILL BE RESPONSIBLE FOR THE CLEANUP OF ANY MATERIAL SPILLED ON ANY PUBLIC ROAD ON THE HAUL ROUTE. ADJACENT PUBLIC ROADS SHALL BE CLEANED AT THE END OF EACH WORKING DAY.
5. EROSION AND SEDIMENT CONTROL MEASURES SHALL BE OPERABLE YEAR ROUND OR UNTIL VEGETATION IS ESTABLISHED ON LANDSCAPED SURFACES.
6. DURING THE RAINY SEASON, ALL PAVED AREAS ARE TO BE KEPT CLEAR OF EARTH MATERIAL AND DEBRIS. THE SITE IS TO BE MAINTAINED SO AS TO MINIMIZE SEDIMENT-LADEN RUNOFF TO ANY STORM DRAIN SYSTEM.
7. ALL EROSION CONTROL FACILITIES MUST BE MONITORED AS REQUIRED BY THE CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD (CRWQCB). ALL SLOPES SHALL BE REPAIRED AS SOON AS POSSIBLE WHEN DAMAGED.
8. BORROW AND TEMPORARY STOCKPILES SHALL BE PROTECTED WITH APPROPRIATE EROSION CONTROL MEASURES (TARPS, FIBER ROLLS, SILT FENCES, ETC.) TO ENSURE SILT DOES NOT LEAVE THE SITE OR ENTER THE STORM DRAIN SYSTEM
9. ALL TRUCK TIRES SHALL BE CLEANED PRIOR TO EXITING THE PROPERTY.
10. THE CONTRACTOR SHALL IMPLEMENT BEST MANAGEMENT PRACTICES FOR CONSTRUCTION ACTIVITIES AS REQUIRED BY THE CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD (CRWQCB).
11. DURING PERIODS WHEN STORMS ARE FORECAST:
    a. EXCAVATED SOILS SHOULD NOT BE PLACED IN STREETS OR ON PAVED AREAS.
    b. ANY EXCAVATED SOILS SHOULD BE REMOVED FROM THE SITE BY THE END OF THE DAY.
    c. WHERE STOCKPILING IS NECESSARY, USE A TARPAULIN OR SURROUND THE STOCKPILED MATERIAL WITH FIBER ROLLS, SILT FENCE, OR OTHER RUNOFF CONTROLS.
    d. USE INLET CONTROLS (E.G. FILTER MAT) FOR STORM DRAINS ADJACENT TO STOCKPILED SOIL.
    e. THOROUGHLY SWEEP ALL PAVED AREAS EXPOSED TO SOIL EXCAVATION AND PLACEMENT.
12. DURING PERIODS WHEN STORMS ARE NOT FORECAST –
    a. PREVENT STOCKPILED MATERIAL FROM ENTERING THE STORM DRAIN SYSTEM.
    b. THOROUGHLY REMOVE LOOSE SOIL VIA SWEEPING FOLLOWING REMOVAL OF DIRT.
13. THIS EROSION CONTROL PLAN IS FOR CONSTRUCTION BETWEEN OCTOBER 1 AND APRIL 15. OPEN SPACE AREAS ARE TO BE PLANTED BY SEPTEMBER 15. IF THESE CONDITIONS ARE NOT MET, CONTRACTOR SHALL SUBMIT AN EROSION CONTROL PLAN TO THE PROJECT ENGINEER THAT REFLECTS CURRENT SITE CONDITIONS FOR REVIEW AND APPROVAL.
14. EROSION CONTROL MEASURES SHOWN ON THIS PLAN SHALL BE MAINTAINED REPAIRED AND REPLACED AFTER EACH SIGNIFICANT RAINFALL OR AS DIRECTED BY THE OWNER AND/OR THE CALIFORNIA REGIONAL WATER CONTROL BOARD (CRWQCB).
15. ALL DRAINAGE INLETS WITHIN AND NEAR THE PROJECT SITE SHALL BE PROVIDED WITH SEDIMENT TRAPS OR SEDIMENT BARRIERS AS PER THIS PLAN.
16. SEDIMENT DAMS AND TRAPS SHALL BE CHECKED FOR SEDIMENT ACCUMULATION AFTER EACH SIGNIFICANT RAINFALL. SEDIMENT SHALL BE REMOVED FROM THESE DEVICES WHEN IT HAS ACCUMULATED TO THREE-QUARTER OF THE ORIGINAL STORAGE HEIGHT
17. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED BY THE OWNER AND/OR THE CALIFORNIA REGIONAL WATER CONTROL BOARD (CRWQCB) BASED ON FIELD REVIEWS OF THE SITE.
18. DAMAGED EROSION CONTROL DEVICES SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AS SOON AS PRACTICAL AFTER THE DAMAGE OCCURS.
19. ALL EXPOSED DISTURBED SURFACES SHALL BE HYDROSEEDED WITH BROME SEED SPREAD AT THE RATE OF 5 POUNDS PER 1000 SQUARE FEET, OR APPROVED EQUAL. SEEDING AND WATERING SHALL BE MAINTAINED AS REQUIRED TO ENSURE GROWTH. HYDROSEEDED AREAS SHALL THEN BE COVERED WITH STRAW MULCH AND STABILIZED BY CRIMPING OR THE APPLICATION OF A LIQUID TACKIFIER.
20. DURING GRADING OPERATIONS THE SITE SHALL BE WATERED ON A DAILY BASIS TO MINIMIZE THE RELEASE OF DUST AND OTHER PARTICULATE MATTER.
21. EARTHWORK SHALL NOT BE PERFORMED DURING UNFAVORABLE CONDITIONS. AFTER INTERRUPTION OF WORK DUE TO HEAVY RAIN, THE ENGINEER SHALL APPROVE EARTHWORK BEFORE RESUMPTION OF EARTHMOVING OPERATIONS.
22. CONTRACTOR SHALL BE RESPONSIBLE TO PUT IN PLACE THE NECESSARY MEANS AND EXECUTE PROPER METHODS TO PROTECT EARTHWORK AGAINST UNFAVORABLE WEATHER CONDITIONS. CONTRACTOR SHALL NOT BE PAID FOR ANY DELAY OR ADDITIONAL WORK TO REMEDY PREVIOUS EARTHWORK RESULTING FROM THE CONTRACTOR'S NEGLIGENCE TO PROTECT THE SITE.
23. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COMPLETE AND SUBMIT THE ANNUAL COMPLIANCE STATUS REPORT OF THE CONSTRUCTION STORM WATER GENERAL PERMIT ON THE SEPTEMBER 1ST OF EACH YEAR THE PROJECT IS IN CONSTRUCTION.
24. THIS PROJECT SHALL COMPLY WITH APPLICABLE PROVISIONS IN THE STATE OF CALIFORNIA GENERAL PERMIT FOR STORMWATER DISCHARGES, ORDER NO. 2009-0009-DWQ.

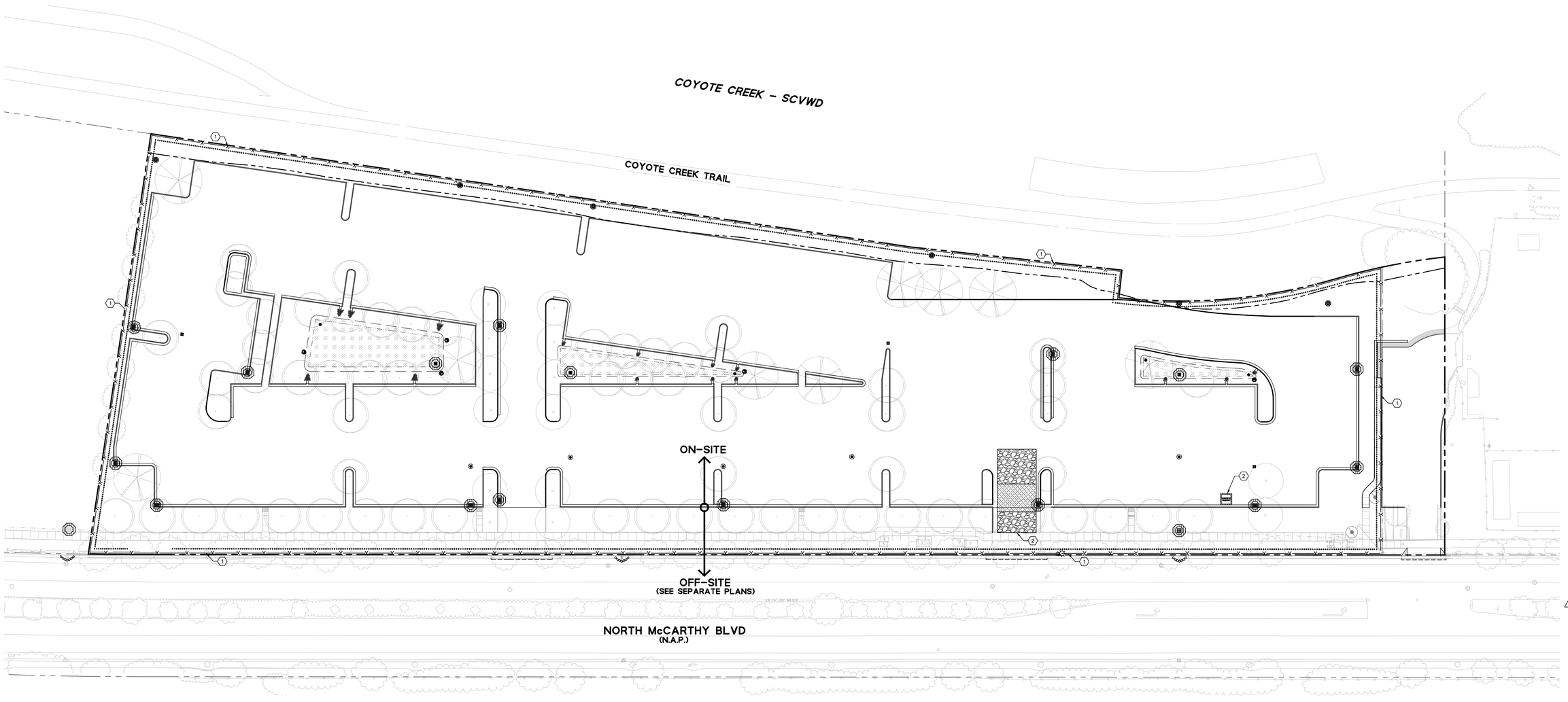
KEYNOTES

1. NO PART OF THE TEMPORARY PERIMETER CONSTRUCTION FENCE SHALL ENCROACH INTO PUBLIC RIGHT-OF-WAY OR ADJACENT PRIVATE PROPERTY, UNLESS AS SHOWN.
2. EXACT PLACEMENT OF CONSTRUCTION ENTRANCE, VEHICLE AND EQUIPMENT CLEARING, FUELING AND MAINTENANCE AREA, STOCKPILE AREA, SANITARY FACILITIES, VEHICLE WASHOUT, AND CONCRETE WASHOUT FACILITY IS THE RESPONSIBILITY OF THE CONTRACTOR.

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.



ALL DOWNSTREAM INLETS WITHIN 150' OF THE SITE MUST BE PROTECTED.

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In Association with:

A Site Improvement For:
McCARTHY RANCH
1207 N. McCARTHY BOULEVARD
MILPITAS, CA 95035

DATE	DESCRIPTION
07.30.2020	BUILDING DEPT. SUBMITTAL
⚠1 10.26.2020	BUILDING DEPT. RESUBMITTAL

REGISTERED PROFESSIONAL ENGINEER
PATRICK CHAN
C 83189
CIVIL
STATE OF CALIFORNIA

EROSION CONTROL PLAN

C6.0

PROJECT NO: 20190629

PCN: B-SI20-0015

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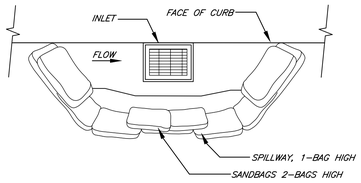
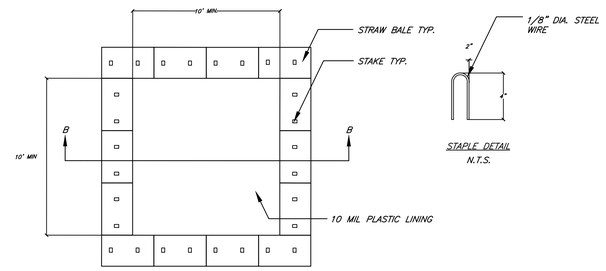


TYPICAL PROTECTION FOR CURB INLET

NOTES:
1. INTENDED FOR SHORT TERM USE
2. USED TO INHIBIT STORM WATER FLOW
3. ALLOW FOR PROPER MAINTENANCE AND CLEANUP
4. BAG MUST BE REMOVED AFTER ADJACENT OPERATION IS COMPLETED
5. NOT APPLICABLE IN AREAS WITH HIGH SILTS AND CLAYS WITHOUT FILTER FABRICS

SE–10 STORM DRAIN INLET PROTECTION – TYPE 3

N.T.S.

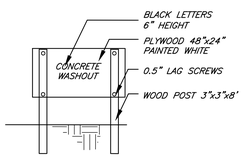


PLAN
N.T.S.

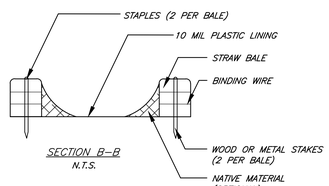
TYPE "ABOVE GRADE" STRAW BALES

STAPLE DETAIL
N.T.S.

NOTES:
1. ACTUAL LAYOUT DETERMINED IN FIELD
2. THE CONCRETE WASHOUT SIGN SHALL BE INSTALLED WITHIN 30 FT. OF THE TEMPORARY CONCRETE WASHOUT FACILITY.



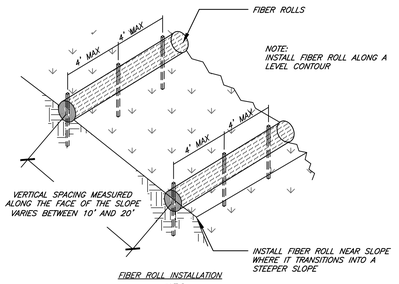
CONCRETE WASHOUT SIGN OR EQUIVALENT
N.T.S.



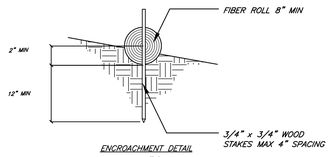
SECTION B–B
N.T.S.

WM–8 CONCRETE WASTE MANAGEMENT

N.T.S.



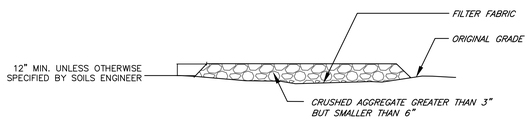
FIBER ROLL INSTALLATION
N.T.S.



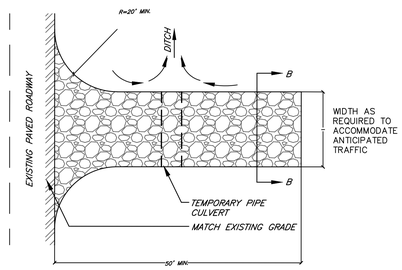
ENCROACHMENT DETAIL
N.T.S.

SE–5 FIBER ROLLS

N.T.S.



SECTION B–B
N.T.S.



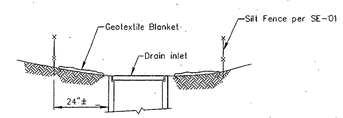
NOTE:
CONSTRUCT SEDIMENT BARRIER AND CHANNELIZE RUNOFF TO SEDIMENT TRAPPING DEVICE

OR FOUR TIMES THE CIRCUMFERENCE OF THE LARGEST CONSTRUCTION VEHICLE TIRE, WHICHEVER IS GREATER

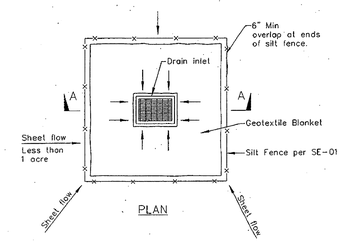
TC–1 STABILIZED CONSTRUCTION ENTRANCE/EXIT

N.T.S.

SE-10 Storm Drain Inlet Protection



SECTION A–A

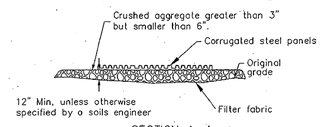


PLAN

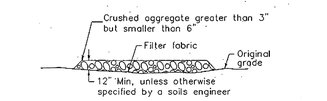
DI PROTECTION TYPE 1
NOT TO SCALE

NOTES:
1. For use in areas where grading has been completed and final soil stabilization and seeding are pending.
2. Not applicable in paved areas.
3. Not applicable with concentrated flows.

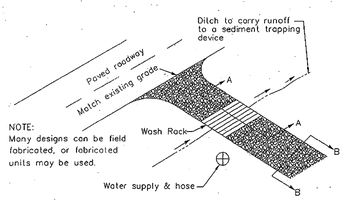
Entrance/Outlet Tire Wash TC-3



SECTION A–A
NOT TO SCALE



SECTION B–B
NTS



NOTE:
Many designs can be field fabricated, or fabricated units may be used.

TYPICAL TIRE WASH
NOT TO SCALE

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In Association with:

A Site Improvement For:
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1207 N. McCARTHY BOULEVARD
MILPITAS, CA 95035

DATE	DESCRIPTION
07.30.2020	BUILDING DEPT. SUBMITTAL
10.26.2020	BUILDING DEPT. RESUBMITTAL

REGISTERED PROFESSIONAL ENGINEER
PATRICK CRAY
C 83189
CIVIL
STATE OF CALIFORNIA

EROSION CONTROL DETAILS

C6.1

PROJECT NO: 20190679

PCN: B-SI20-0015

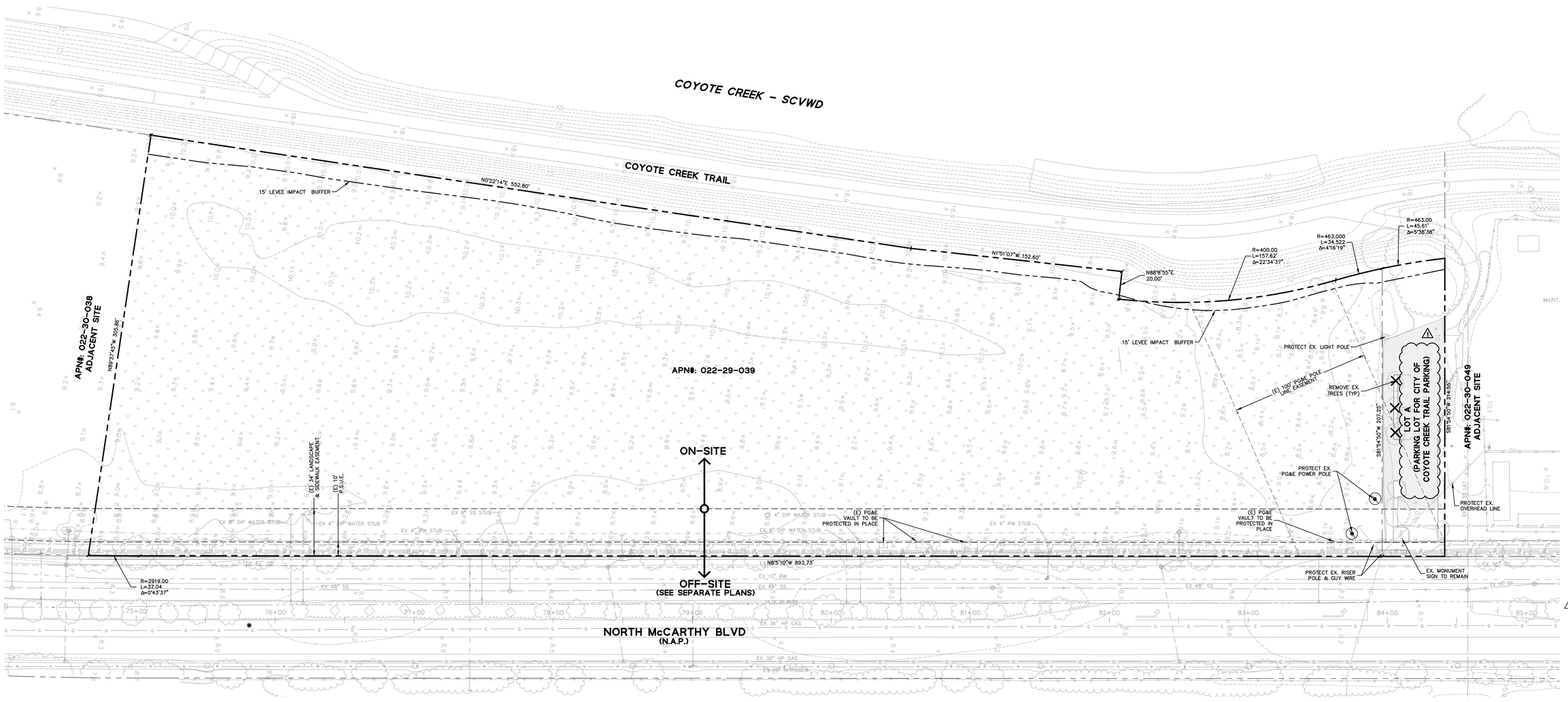
K:\2019\19679_Milpitas_McCarthy_Parking\PDC\CAD\DRAWINGS\SHEETS\C3D\SE_WM_TC.dwg 10.23.2020, 2:51pm Alice

Appendix 5.11

Existing and Proposed Site Maps

LEGEND

- PROPERTY LINE
- LOT LINE/ADJ. PROPERTY LINE
- EXISTING EASEMENT LINE
- 15' LEVEE IMPACT BUFFER
- EXISTING PG&E POWER POLE
- REMOVE EXISTING TREE
- REMOVE ASPHALT AND BASEROCK
- CLEAR AND GRUB



GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.

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DATE	DESCRIPTION
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REGISTERED PROFESSIONAL ENGINEER
PATRICK CHAN
C 83189
CIVIL
STATE OF CALIFORNIA

EXISTING CONDITIONS & DEMOLITION PLAN

C1.0

PROJECT NO: 20190629

PCN: B-SI20-0015

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- EXISTING EASEMENT LINE
- 15' LEVEE BUFFER
- BIORETENTION AREA — SEE DETAIL 7, SHEET C7.0
- VEHICULAR ASPHALT CONCRETE PAVEMENT — PARKING AREAS: 3" AC OVER 4" AB OVER 12" LIME-TREATED SOIL
- OFFSITE CONCRETE SIDEWALK: OFFSITE PUBLIC STREET SIDEWALK: PER CITY STANDARD DRAWING NO. 425
- PERVIOUS PAVEMENT (MEDIUM DUTY) 9" PERVIOUS CONCRETE OVER 14" OF BASE PER DETAIL 9 SHEET C7.1
- PERVIOUS PAVEMENT PEDESTRIAN WALKWAY 4" PERVIOUS CONCRETE OVER 4" BASE PER DETAIL B SHEET C7.1
- CURB & GUTTER
- CURB & GUTTER PAINTED RED FOR FIRE LANE
- VERTICAL CURB/FLUSH CURB
- LANDSCAPE
- EXISTING PG&E POWER POLE
- 2' VEHICLE OVERHANG
- STREET LIGHT, SHOWN FOR REFERENCE ONLY. SEE ELECTRICAL PLANS FOR DETAILS

KEYNOTES

1. VERTICAL CURB & GUTTER, SEE DETAIL 1 ON SHEET C7.0
2. VERTICAL CURB, SEE DETAIL 2 ON SHEET C7.0
3. 2' VEHICLE OVERHANG
4. CURB CUT/OPENING, SEE DETAIL 3 ON SHEET C7.0
5. CURB RAMP, SEE DETAIL 11 ON SHEET C7.0
6. FLUSH CURB, SEE DETAIL 4 ON SHEET C7.0
7. FLUSH CURB AND GUTTER, SEE DETAIL 5 ON SHEET C7.0
8. WHEEL STOP, SEE DETAIL 9 ON SHEET C7.0
9. ELECTRICAL VAULT, SEE JOINT TRENCH PLANS
10. STRIPED CROSSWALK, 4" WHITE STRIPING, CROSSWALK SLOPE MUST BE 5% MAX LONGITUDINAL AND 2% MAX TRANSVERSE.
11. PARKING 4" WHITE STRIPE
12. ADA STALL PER DETAIL 10, SHEET C7.0 — EACH LEFT ADA STALL IS VAN ACCESSIBLE PER DETAIL 10, C7.0
13. NOT USED
14. NOT USED
15. LANDSCAPE ARCHITECT TO UPDATE PLANTING AND IRRIGATION WITHIN THIS AREA PER CITY OF MILPITAS DIRECTION. NO HARDSCAPE IMPROVEMENTS PROPOSED. SEE LANDSCAPE PLANS
16. INSTALL NEW R1-1 SIGN (STOP)
17. WHITE THERMOPLASTIC STRIPING (STOP BAR)
18. SPEED HUMP
19. NEW CITY STD SIDEWALK. SEE OFFSITE PLANSET
20. BOLLARDS TO BE PLACED 36" CLEAR OF EACHOTHER

NOTES

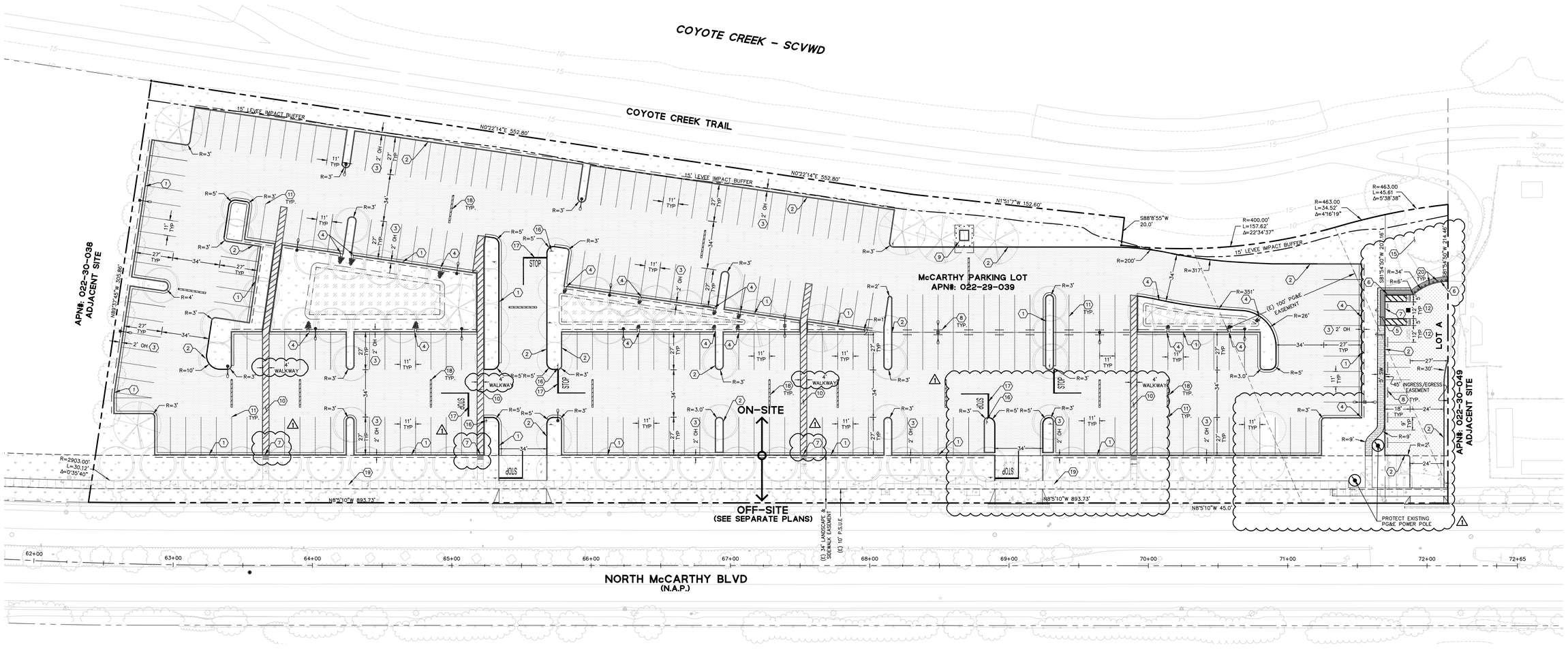
1. GUTTER SURFACES SHALL BE DESIGNED TO BE BELOW 5% SLOPE.
2. DISTANCES BETWEEN BIORETENTION AREAS AND HARDSCAPE ARE SHOWN ON THESE PLANS. ALL BIORETENTION AREAS MUST BE 2' MINIMUM AWAY FROM ALL HARDSCAPE.
3. SEE CITY OF MILPITAS STANDARD SPECIFICATIONS FOR ALL WALKWAY COLORS, FINISHES, SCORE JOINT DETAILING AND LAYOUT.
4. COORDINATE THE PLACEMENT OF ALL SLEEVES FOR LANDSCAPE IRRIGATION (WATER AND CONTROL WIRING) AND SITE LIGHTING PRIOR TO PLACEMENT OF ANY ASPHALT, BASE ROCK OR FLATWORK. SEE SITE LANDSCAPING AND ELECTRICAL DRAWINGS.
5. THE FINAL OR SURFACE LAYER OF ASPHALT CONCRETE SHALL NOT BE PLACED UNTIL ALL ON-SITE IMPROVEMENTS HAVE BEEN COMPLETED, INCLUDING ALL GRADING AND ALL UNACCEPTABLE CONCRETE WORK HAS BEEN REMOVED AND REPLACED, UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER AND/OR CLIENT'S CIVIL ENGINEER.
6. ALL PAVING SHALL BE IN CONFORMANCE WITH SECTION 26, "AGGREGATE BASE" AND SECTION 39, "ASPHALT CONCRETE" PER LATEST EDITION OF CALTRANS STANDARD SPECIFICATIONS.
7. LIME TREATMENT SHALL BE NATIVE SUBGRADE SOIL MIXED WITH 4% QUICKLIME PLUS AND COMPACTED TO AT LEAST 95% RELATIVE MAXIMUM DENSITY. SEE GEOTECHNICAL REPORT AND RECOMMENDATIONS LETTER FOR LIME TREATMENT PROCEDURES AND REQUIREMENTS. FOR ADDITIONAL NOTES, SEE LIME TREATMENT SECTION ON SHEET C0.1.
8. ALL PARKING STENCILS SHALL BE 12" DEEP. STENCIL IS SHOWN LARGER ON PLANS FOR CLARITY. CONTRACTOR TO VERIFY PARKING STENCIL WITH CITY BLDG DEPARTMENT.
9. FUTURE EV CHARGERS SHALL BE INSTALLED UNDER A SEPARATE PERMIT FOR ACCESSIBILITY PER CBC 11B-812.
10. FOR SITE PARKING ANALYSIS, REFER TO ARCHITECTURAL PLANS.
11. ALL CURBING WHICH OUTLINES THE FIRE LANES SHALL BE PAINTED RED WITH WHITE LETTERING READING "NO PARKING – FIRE LANE". TEXT SHALL BE A MINIMUM OF FOUR INCHES TALL AND SHALL BE PLACED EVERY 30 FEET OR PORTION THEREOF, ON TOP OF DESIGNATED CURBING. INSTALL R26F (NO STOPPING FIRE LANE) SIGNS AT 100' INTERVALS

NORTH ARROW AND SCALE

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.



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MILPITAS, CA 95035

DATE	DESCRIPTION
07.30.2020	BUILDING DEPT. SUBMITTAL
1 10.26.2020	BUILDING DEPT. RESUBMITTAL

REGISTERED PROFESSIONAL ENGINEER — PATRICK CHAN — C 83189 — CIVIL — STATE OF CALIFORNIA

CIVIL SITE PLAN

C2.0

PROJECT NO: 20190629

PCN: B-SI20-0015

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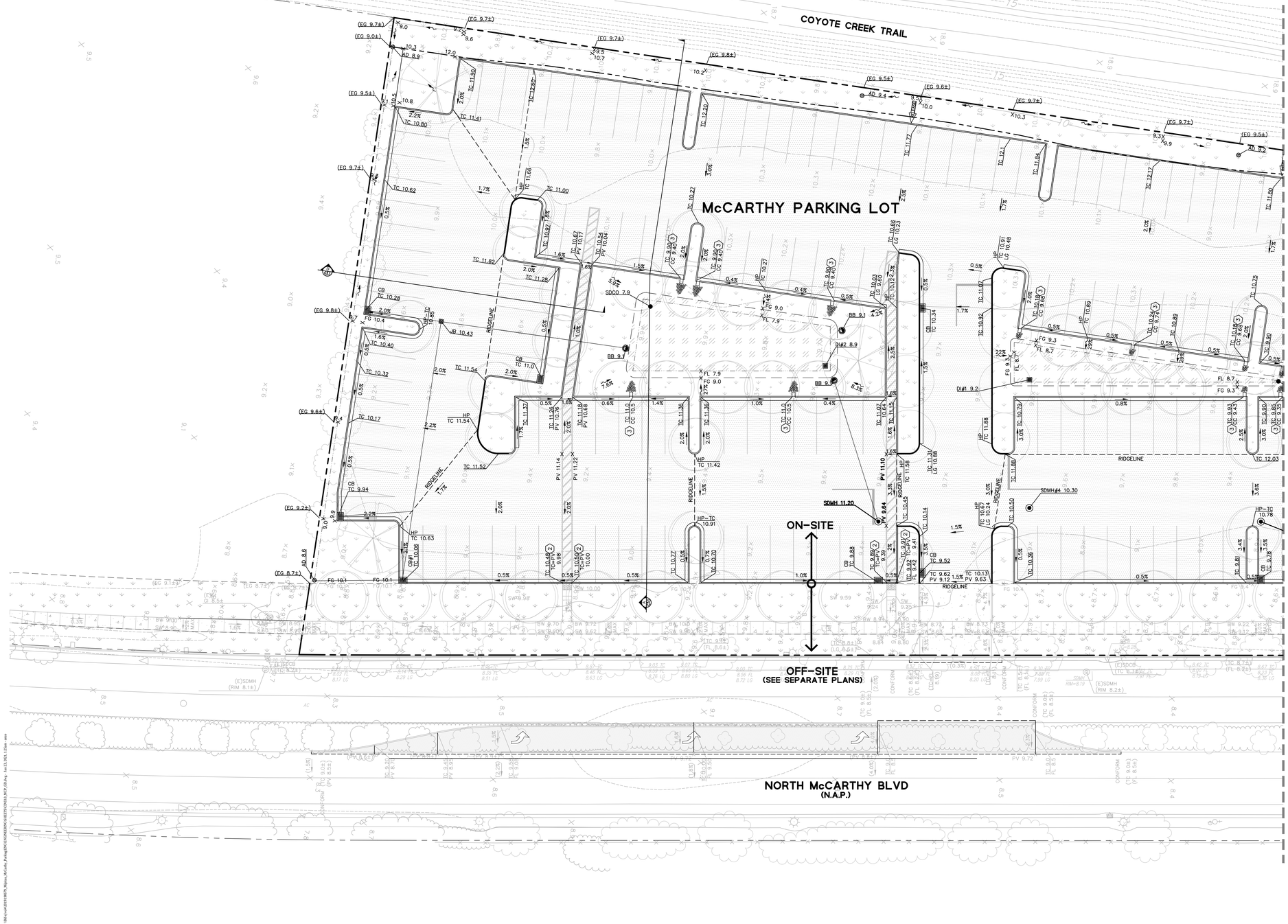
Appendix 5.12

Grading and Drainage Plan



LEGEND

- PROPERTY LINE
- LOT LINE/ADJ. PROPERTY LINE
- 15' LEVEE BUFFER
- SPEED BUMP
- BIORETENTION AREA
  SEE DETAIL 7 SHEET C7.0
- VEHICULAR ASPHALT CONCRETE PARKING AREAS/DRIVE AISLES:
  3"AC OVER 4"AB
  OVER 12" LIME-TREATED SOIL
- TRUNCATED DOMES, PER DETAIL 11 SHEET C7.0
- ONSITE CONCRETE SIDEWALK:
  SECTION: 4"PCC OVER 12"LIME-TREATED SOIL
  SEE DETAIL B ON SHEET C7.0
  OFFSITE PUBLIC STREET SIDEWALK:
  PER CITY STANDARD DRAWING NO. 426
- PERVIOUS PAVEMENT
  3" PERVIOUS ASPHALTIC CONCRETE OVER 14" OF ROCK (2" CRUSHED ROCK, ASTM #57 STONE OR CLASS II PERMEABLE BASEROCK)
- PERMOUS PAVEMENT PEDESTRIAN WALKWAY
  4" PERVIOUS CONCRETE OVER 4" OF BASE
- CURB & GUTTER
- CURB & GUTTER PAINTED RED FOR FIRE LANE
- VERTICAL CURB/FLUSH CURB
- LANDSCAPE
- EXISTING ELEVATION (TC 97.0±)
- PROPOSED ELEVATION TC 100.8
- OVERLAND RELEASE

KEYNOTES

1. FLUSH CURB PER DETAIL 4, SHEET C7.0
2. FLUSH CURB & GUTTER PER DETAIL 5, SHEET C7.0
3. CURB CUT/OPENING PER DETAIL 3, SHEET C7.0.

NOTES

1. ACCESSIBLE PATH OF TRAVEL SHALL BE PROVIDED ON ALL WALKWAYS, TO PUBLIC TRANSPORTATION, PUBLIC SIDEWALK, AND ACCESSIBLE PARKING TO ADA ACCESSIBLE BUILDING ENTRANCES.
   - ACCESSIBLE PATH SLOPE REQUIREMENTS: 5% MAXIMUM LONGITUDINAL SLOPE, 2% MAXIMUM CROSS-SLOPE
2. FOR GRADING RECOMMENDATIONS CONTRACTOR SHALL REFER TO PROJECT "GEOTECHNICAL INVESTIGATION" PREPARED BY SILICON VALLEY SOIL ENGINEERING, DATED MARCH 2015.
3. DO NOT ADJUST GRADES ON THIS PLAN WITHOUT PRIOR APPROVAL OF THE ENGINEER/ARCHITECT.
4. EXCAVATE THE TOP 12 INCHES AFTER REMOVING ALL STRUCTURES AND STRIPING ORGANIC MATERIAL FROM THE SOIL. DUE TO LIME TREATMENT, EXCAVATION WILL NOT BE REQUIRED IN AREAS WHERE THE PROPOSED SUBGRADE ELEVATIONS WILL BE AT EXISTING GRADE OR CUT. FOR ANY FILL AREAS, SUBGRADE SHALL BE EXCAVATED 12 INCHES PER SOIL REPORT TO LIME TREATMENT.SEE SOIL REPORT FOR EXCAVATION REQUIREMENTS.
5. LIME TREATMENT SHALL BE NATIVE SUBGRADE SOIL MIXED WITH 4% QUICKLIME PLUS AND COMPACTED TO AT LEAST 95% RELATIVE MAXIMUM DENSITY. SEE GEOTECHNICAL REPORT AND RECOMMENDATIONS LETTER FOR LIME TREATMENT PROCEDURES AND REQUIREMENTS.
6. ALL WALKABLE HARDSCAPE TO LANDSCAPE TRANSITIONS MUST BE BELOW 4". IF THE TRANSITION IS MORE THAN 4", A 6" HIGH WARNING CURB SHALL BE NECESSARY.
7. PERVIOUS PAVEMENT SYSTEMS HAS BEEN DESIGNED TO SUPPORT SURFACE DRAINAGE UP TO A 10 YEAR STORM EVENT. THE 10 YEAR STORM EVENT INTENSITY PER THE SANTA CLARA COUNTY DRAINAGE MANUAL FOR THE SAN JOSE RAIN GAUGE IS 1.87 IN/HR. PER THE GEOTECHNICAL REPORT THE UNDERLYING SOIL WILL BE ABLE TO INFILTRATE 2IN/HR AND THE PERVIOUS PAVEMENT SHALL HAVE A 5 IN/HR INFILTRATION RATE.
8. FOR STORM EVENTS LARGER THEN A 10 YEAR STORM EVENT, THE SURFACE DRAINAGE WILL INFILTRATE INTO THE PERVIOUS PAVEMENT UNTIL THE DRAIN ROCK VOIDS HAVE REACHED FULL CAPACITY AND THEN THE SURFACE DRAINAGE WILL OVERLAND RELEASE INTO THE STREET. THERE PERVIOUS PAVEMENT PARKING LOT SURFACE HAS BEEN GRADED TO SLOPE TOWARDS THE STREET AND AWAY FROM THE PUMP STATION, TRAILHEAD, OR ADJACENT PARCEL. THE CLOSES STREET CATCH BASIN BEFORE PONDING IS LOCATED 160' AWAY AND ANOTHER STREET CATCH BASIN IS LOCATED 210' AWAY. THE SURFACE DRAINAGE WOULD FLOW TO BOTH CATCH BASINS BEFORE PONDING BACK ONTO THE SITE.
9. IF THE SURFACE DRAINAGE BEGINS TO POND ONSITE, THE DRAINAGE WILL FLOW OVER THE PERVIOUS CONCRETE SIDEWALK ON THE ADJACENT PARCEL AND INTO THE PROPOSED STORM DRAINAGE SYSTEM BEFORE ENTERING THE TRAILHEAD.

GRAPHIC SCALE

30 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

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A Site Improvement For:
McCARTHY RANCH
1207 N. McCARTHY BOULEVARD
MILPITAS, CA 95035

DATE	DESCRIPTION
07.30.2020	BUILDING DEPT. SUBMITTAL
1 10.26.2020	BUILDING DEPT. RESUBMITTAL
2 11.25.2020	BUILDING DEPT. RESUBMITTAL
3 01.04.2020	LAND DEVELOPMENT COMMENTS

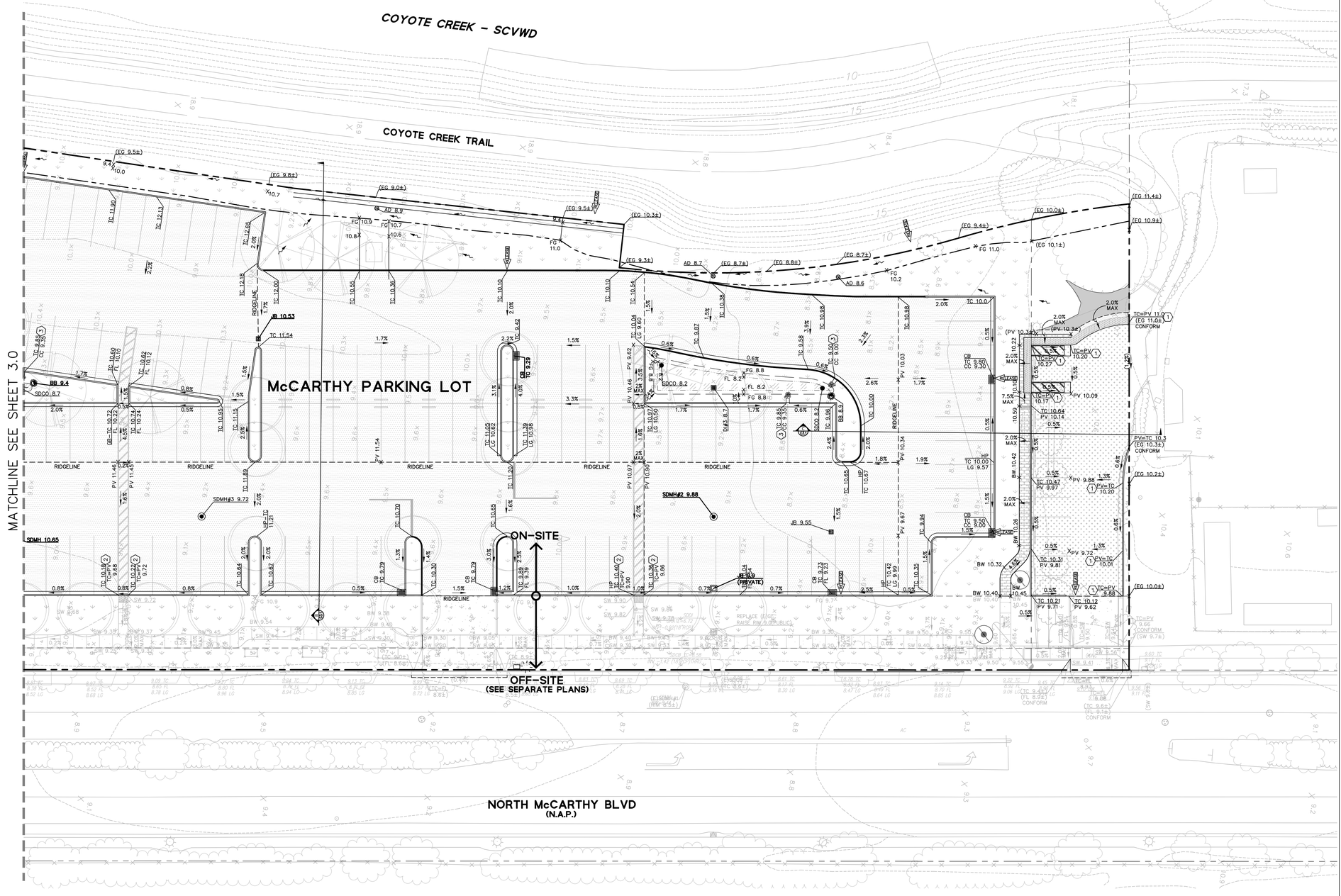
REGISTERED PROFESSIONAL ENGINEER
PATRICK CHAN
C 83189
CIVIL
STATE OF CALIFORNIA

GRADING & DRAINAGE PLAN

C3.0 (3)

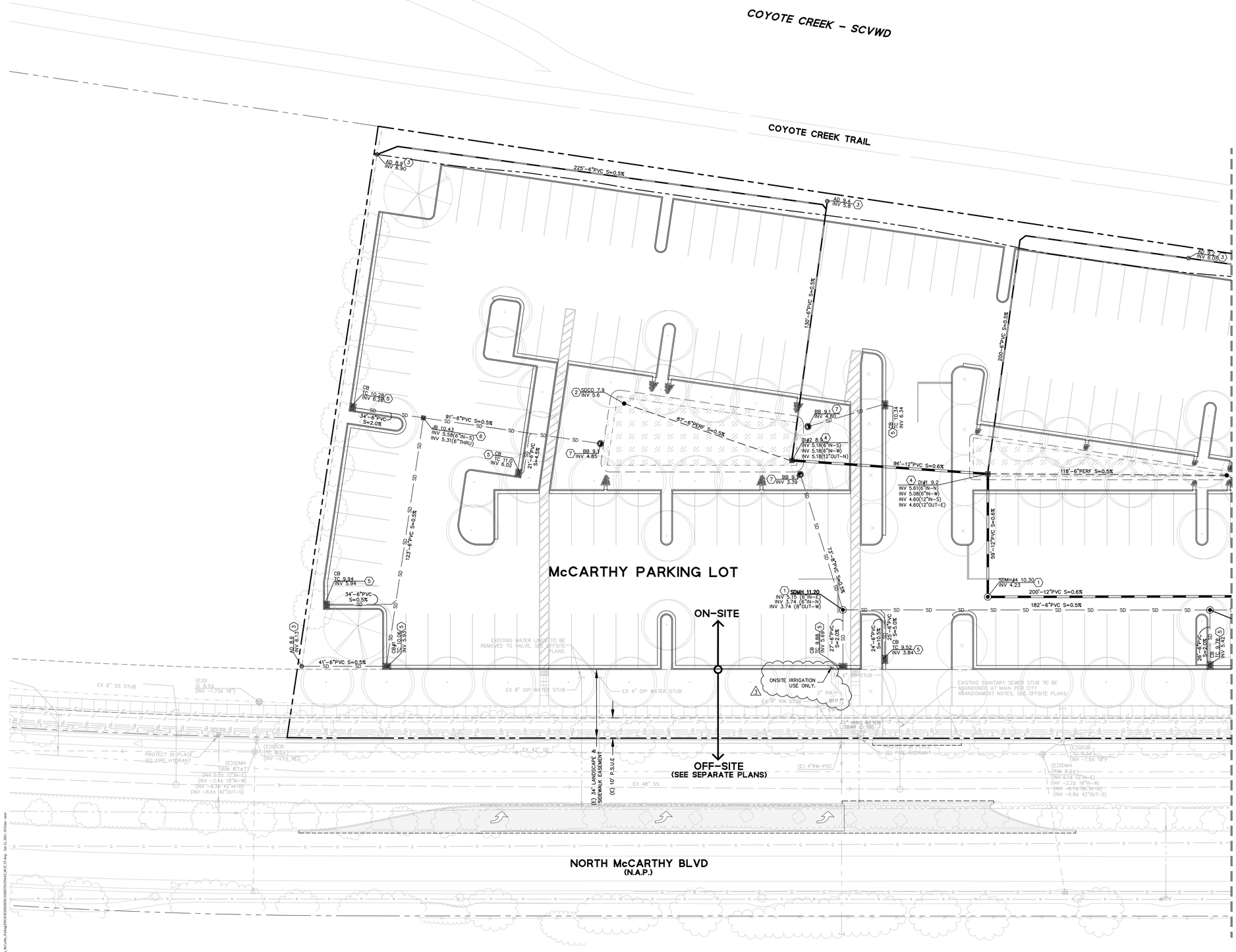
PROJECT NO: 20190629

PCN: B-SI20-0015


COYOTE CREEK - SCVWD
COYOTE CREEK TRAIL
McCARTHY PARKING LOT
MATCHLINE SEE SHEET 3.0
ON-SITE
OFF-SITE
(SEE SEPARATE PLANS)
NORTH McCARTHY BLVD
(N.A.P.)
RIDGELINE
SDMH 10.65
SDMH#3 9.72
SDMH#2 9.88
JB 10.53
JB 9.55
JB 9.39
(PRIVATE)
BB 9.4
SDCO 8.7
SDCO 8.2
AD 8.7
AD 8.6
AD 8.9
TC=PV 11.0
(EG 11.4±)
TC=PV 10.20
TC=PV 10.27
PV 10.09
TC 10.64
PV 10.14
PV=TC 10.3
(EG 10.3±)
CONFORM
TC 10.47
PV 9.97
PV=TC 10.20
(EG 10.2±)
PV 9.88
PV=TC 10.01
TC=PV
9.88
(EG 10.0±)
TC 10.21
PV 9.71
TC 10.12
PV 9.62
TC 10.31
PV 9.81
TC 10.0
TC 9.80
CC 9.30
TC 9.50
CC 9.00
TC 9.67
CG 9.60
TC 9.58
TC 9.64
FL 9.54
TC 9.44
FL 9.34
TC 9.64
FL 9.54
CONFORM
(SW 9.7±)
TC 10.00
LG 9.57
TC 10.07
TC 10.65
TC 10.35
TC 10.30
TC 10.20
TC 10.10
TC 10.00
TC 9.84
TC 9.73
FL 9.43
TC 9.29
TC 9.19
TC 9.09
TC 10.54
TC 10.38
TC 10.26
TC 10.04
CG 9.60
TC 10.32
CG 9.82
TC 10.40
BC 9.90
TC 10.42
BC 9.92
TC 10.44
BC 9.94
TC 10.46
BC 9.96
TC 10.48
BC 9.98
TC 10.50
BC 10.00
TC 10.52
BC 10.02
TC 10.54
BC 10.04
TC 10.56
BC 10.06
TC 10.58
BC 10.08
TC

Appendix 5.13

Utility Plan



LEGEND

PROPERTY LINE	
LOT LINE/ADJ. PROPERTY LINE	
BIORETENTION AREA	
STORM DRAIN LINE (UNTREATED)	SD SD SD
STORM DRAIN PERFORATED PIPE	
STORM DRAIN LINE (TREATED)	
STORM DRAIN MANHOLE	SDMH
STORM DRAIN CATCH BASIN	CB
STORM DRAIN DROP INLET	DI
STORM DRAIN JUNCTION BOX	JB
STORM DRAIN BUBBLER BOX	BB
STORM DRAIN AREA DRAIN	AD
STORM DRAIN CLEAN OUT	SDCO
STORM DRAIN GRATE INLET	
PROPOSED LIGHT POLE. SEE ELECTRICAL PLANS	
EXISTING PUBLIC FIRE TO REMAIN	(E) FH
PROPOSED PUBLIC FIRE HYDRANT, NO PARKING WITHIN 30' OF NEW OR PROPOSED HYDRANTS. SEE NOTE 5 BELOW.	FH
BACK FLOW PREVENTER (MODEL APPROVED BY MILPITAS)	BFP
WATER METER	WM
WATER VALVE	
EXISTING UTILITY BOX	UB
EXISTING STREETLIGHT & BOX	
EXISTING SD ROUND GRATE INLET	GI
ENERGY DISSIPATERS	

KEYNOTES

1. STORM DRAIN MANHOLE PER DETAIL 2, SHEET C7.1
2. STORM DRAIN CLEANOUT PER DETAIL 5, SHEET C7.1
3. AREA DRAIN PER DETAIL 6, SHEET C7.1
4. DROP INLET PER DETAIL 1, SHEET C7.1
5. CATCH BASIN PER DETAIL 3, SHEET C7.1
6. JUNCTION BOX PER DETAIL 1, SHEET C7.1
7. BUBBLER BOX PER DETAIL 4, SHEET C7.1

GENERAL NOTES

1. ALL UTILITIES THAT ARE TO REMAIN MUST BE PROTECTED IN PLACE. ALL UTILITIES TO BE ABANDONED SHALL BE DONE PER CITY REQUIREMENTS.
2. PIPE INSTALLATION DESIGNED BELOW HISTORICAL WATER TABLE REQUIRE PLACEMENT OF GEOTEXTILE FABRIC PER CONSTRUCTION TRENCH DETAIL.
3. JOINT TRENCH, ELECTRICAL, GAS LINES AND OTHER DRY UTILITIES SHOWN FOR REFERENCE ONLY, SEE SEPARATE PLANS.
4. ONSITE CATCH BASINS AND JUNCTION BOXES SHALL BE CONSTRUCTED PER THE FOLLOWING GUIDELINES:
   FOR ALL PIPE SIZES 10" OR LESS, USE 12"X12" DROP INLET BOXES.
   FOR ALL PIPE SIZES OF 12"-14" FOR OUTFALLS, USE 18"X18" DROP INLET BOXES.
   FOR ALL PIPE SIZES LARGER THAN 15", USE 24"X24" DROP INLET BOXES OR JUNCTION BOXES.
5. CONTRACTOR TO COORDINATE WITH PUBLIC WORKS DURING CONSTRUCTION A TIMELINE FOR THE REMOVAL AND DEVELOPMENT OF THE NORTHERN PARKING LOT AREA TO MAINTAIN ACCESS WHEN NEEDED TO THE SEWER PUMP STATION. CONTRACTOR WILL MINIMIZE TIME NEEDED TO CUT OFF ACCESS FOR CONSTRUCTION PURPOSES.

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

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3 01.04.2020	LAND DEVELOPMENT COMMENTS

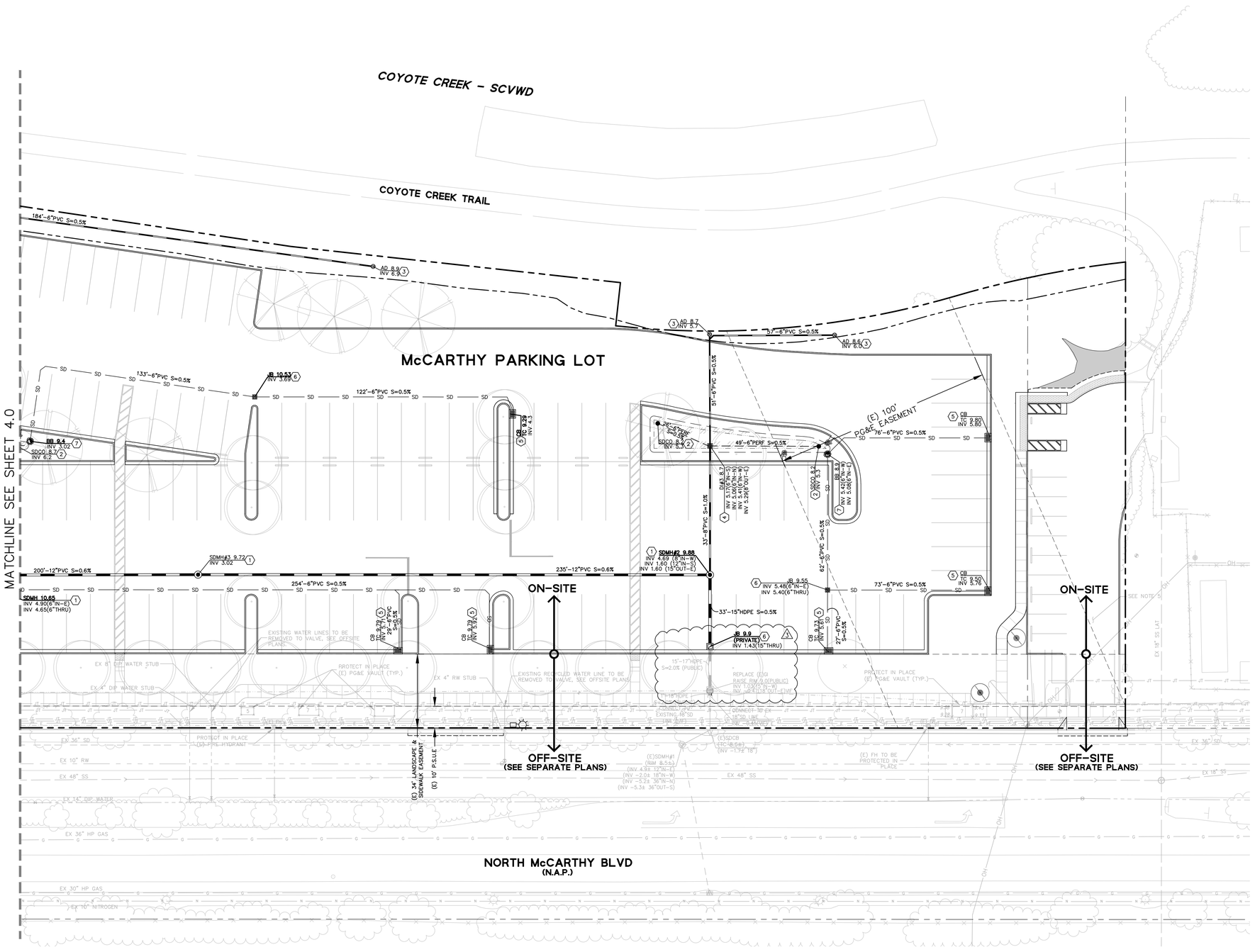
REGISTERED PROFESSIONAL ENGINEER
PATRICK CRAM
C 83189
CIVIL
STATE OF CALIFORNIA

UTILITY PLAN

C4.0 (3)

PROJECT NO: 20190079

PCN: B-SI20-0015



LEGEND

PROPERTY LINE	
LOT LINE/ADJ. PROPERTY LINE	
BIORETENTION AREA	
STORM DRAIN LINE (UNTREATED)	SD SD SD
STORM DRAIN PERFORATED PIPE	
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EXISTING PUBLIC FIRE TO REMAIN	(E) FH
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EXISTING UTILITY BOX	UB
EXISTING STREETLIGHT & BOX	
EXISTING SD ROUND GRATE INLET	GI
ENERGY DISSIPATERS	

KEYNOTES

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7. BUBBLER BOX PER DETAIL 4, SHEET C7.1

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In Association with:

A Site Improvement For:
McCARTHY RANCH
1207 N. McCARTHY BOULEVARD
MILPITAS, CA 95035

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1 10.26.2020	BUILDING DEPT. RESUBMITTAL
2 11.25.2020	BUILDING DEPT. RESUBMITTAL
3 01.04.2020	LAND DEVELOPMENT COMMENTS

REGISTERED PROFESSIONAL ENGINEER
PATRICK CHAN
C 83189
CIVIL
STATE OF CALIFORNIA

UTILITY PLAN

C4.1 (3)

PROJECT NO: 20190629

PCN: B-SI20-0015

Appendix 5.14

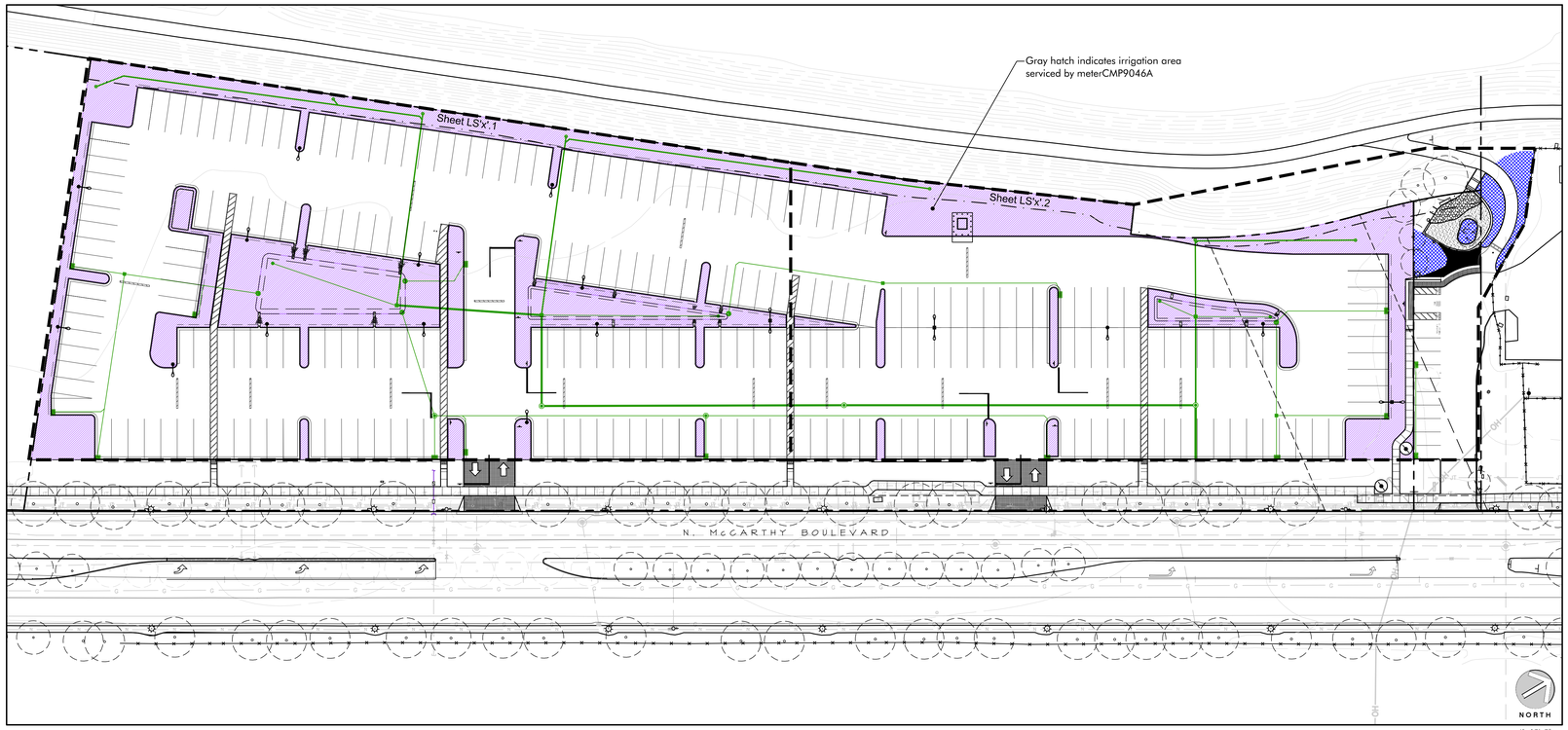
Landscaping and Planting Plans

AMAZON PARKING LOT - TENANT IMPROVEMENTS

1207 N. McCARTHY BLVD. MILPITAS, CA 95035

DEFERRED SUBMITTAL LANDSCAPE PLANS

Project ID: CMP9046AP0



Site Plan

Vicinity Map — Not to scale

Project Location

Sheet Index

L2.1	Cover Sheet
L3.1	Irrigation Plan
L3.2	Irrigation Plan
L4.1	Planting Plan
L4.2	Planting Plan
L5.1	Landscape Details
L5.2	Landscape Details
L5.3	Landscape Details
L5.4	WELO Notes + Calculations

Scope of Work

The project scope consists of new development on a previously barren site. The proposed project is a parking lot with landscape planters, on-site stormwater treatment measures, and two driveway access points from N McCarthy Boulevard. The landscape consists of low and medium water use shrubs and trees, providing aesthetics and parking lot shading. The proposed irrigation system is fed only by recycled water. The project is also making upgrades to the public landscape area at the Coyote Creek Trail trailhead. This will consist of planting replacement and repairs only to the existing irrigation emitters. The existing system is potable and will remain separate, and no modifications will be made to the pressurized irrigation system or work upstream of control valves. In addition, a concrete mow curb has been proposed to serve as a physical demarcation between the potable and recycled water systems. Recycled water and potable water advisory signs will be placed on their respective sides of the mow curb to demonstrate the separation between the systems.

DDW ACCEPTANCE SIGNATURES FOR SBWR PROJECT ID: CMP9046AP0

CITY OF MILPITAS	DATE: 3/26/2021
SBWR - SOUTH BAY WATER RECYCLING	DATE: 4/6/21
SWRCB - DIVISION OF DRINKING WATER	DATE:

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LANDSCAPE ARCHITECTURE PLANNING
www.kla-ca.com
151 N. Norlin St., Sonora, CA 95370
(209)532-3956

Deferred Submittal Landscape Plans

McCARTHY RANCH

1207 N. McCARTHY BOULEVARD
MILPITAS, CA 95035

DATE	DESCRIPTION
07.29.2020	DF LANDSCAPE SUBMITTAL
10.20.2020	DF LANDSCAPE RESUBMITTAL
11.25.2020	DF LANDSCAPE RESUBMITTAL
02.09.2021	DF LANDSCAPE RESUBMITTAL

LICENSED LANDSCAPE ARCHITECT — 03.31.23 — 02.09.21 — STATE OF CALIFORNIA

Cover Sheet

L2.1

PROJECT NO: 19-[illegible]

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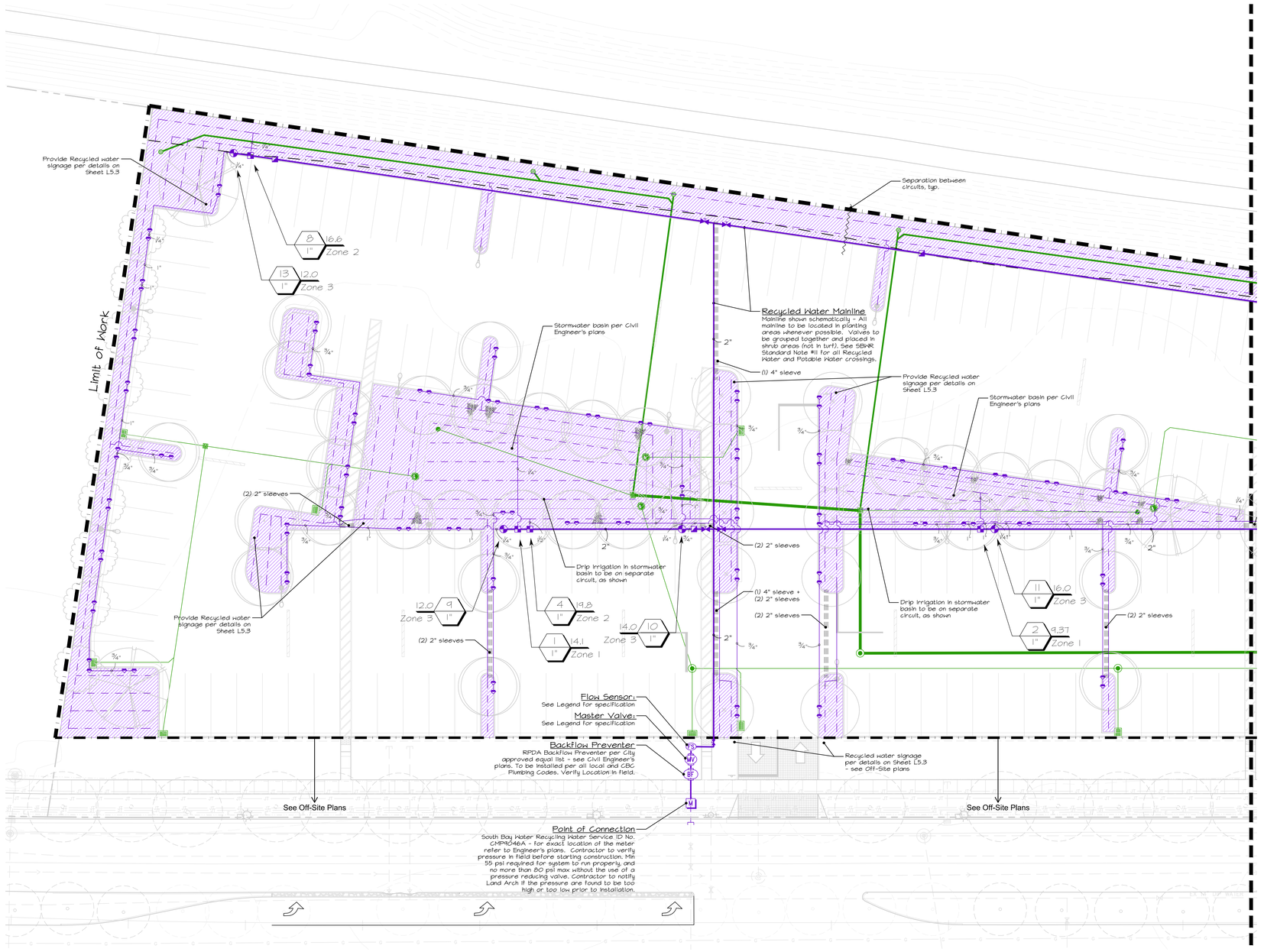

IRRIGATION LEGEND

Symbol	Manufacturer	Description / Model No.	Nozzle	Radius	PSI	GPM	Detail
	Hunter	RZWS-18-50-CV-R Root watering, Tree Bubbler - Two per each tree location			25	1.00 (per tree)	Detail A, sheet L5.1
		3/4" Schedule 40 PVC piping with Hunter HEB-20 1/2" FPT point-source emitters mounted on PVC IPS flex risers, per detail B, sheet L5.1. Each plant to receive the following minimum number of bubblers: 1-gallon shrubs (1) emitter 2 and 5-gallon shrubs (2) emitters 15-gallon shrubs (3) emitters Bubblers to be spaced equally around plant.					
		Existing bubbler irrigation to remain on separate, potable, existing irrigation system. Contractor to investigate existing system in field and make any necessary repairs/replacements to provide water to newly proposed plants based on the table below. No changes to valves, mainline, or any other components of the pressurized irrigation system. Install new IPS flex pipe and bubbler as necessary per detail B, sheet L5.1. Each plant to receive the following minimum number of bubblers: 1-gallon shrubs (1) emitter 2 and 5-gallon shrubs (2) emitters 15-gallon shrubs (3) emitters Bubblers to be spaced equally around plant.					
M	Per Civil	Point of Connection - See the civil engineer's plan and verify in field the location and size of the water meter and service. POC shall meet all governmental code requirements.					
BF	Febco	LF825Y Reduced Pressure Backflow Preventer (lead free) - per Civil Engineer's plans.					
	Toro	P-220 Series Automatic Remote-Control Valve with EFF-KIT-60HZ Lavender Solenoid and Recycled Water tag. See Plan for size. Detail E, sheet L5.1					
	Toro	DZK-100-1-MF 1" drip valve kit with EFF-KIT-60HZ Lavender Solenoid and Recycled Water tag. Detail F, sheet L5.1					
	Toro	100-25L-LVC Quick Coupler with purple cover. Detail C, sheet L5.1					
	Nibco	T-113 Gate Valve: Line size. Detail D, sheet L5.1					
MV	Toro	P-220 Series Master Valve with Recycled tag: line size - detail G, sheet L5.1					
FS	Toro	FS-100 Flow Sensor with Recycled water tag: Install per manufacturer's specifications. Detail G, Sheet L5.1					

Valve Callout
Valve Number
Valve Flow
Valve Size
KELO Hydrozone

Symbol	Manufacturer	Description / Model No.
C	Irritrol	MC-E (Blue) Series 24 Station Controller, Model MC-24E, in P-6B Pedestal, with receiver module for Climate Logic Wireless Weather Sensing System. Contractor to field verify and ensure controller size provides enough stations to meet the required number of valves. Detail H, Sheet L5.1
SS	Irritrol	Climate Logic Wireless Weather System, model CL-100 with sensor and module; install sensor on light post away from drip line of trees. Install per manufacturer's specifications. Controller and Weather Sensor to be installed with modules and receivers as needed for operation. Detail I, Sheet L5.1
		Recycled Water Mainline. Schedule 40 PVC Pressurized Mainline for all mainline under 2"; Class 315 PVC Pressurized Mainline for all mainline 2" and larger. Solvent welded, Recycled Purple: See Plan for size. Detail J, sheet L5.1
		Schedule 40 PVC Lateral Line, Recycled Purple: See Plan for size. Detail J, sheet L5.1
		Schedule 40 PVC Sleeve (two per location). All piping under concrete and/or asphalt is to be installed in sleeves that twice the diameter or as specified on plans Detail L, sheet L5.1
	Per Civil	Storm drain pipe per Civil Engineer's plans
	Per Civil	Existing storm drain pipe
	Per Civil	Existing recycled water pipe
	Per Civil	Existing potable water pipe
	Per Civil	Existing sanitary sewer pipe
FW	Per Civil	Existing fire pipe

WATER EFFICIENT LANDSCAPE ORDINANCE

Planting and irrigation have been designed to be compliant with the Water Efficient Landscape Ordinance. The contractor shall not make substitutions of irrigation product or placement of product or plant species and cultivars without written consent of the Landscape Architect. The contractor shall be responsible for making all modifications to ensure the requirements of the Water Efficient Landscape Ordinance are met if any changes are made. Water use calculations as described on these plans must be met. The signature on this plan concurs that "I have complied with the criteria of the water conservation in Landscaping Ordinance and applied them accordingly for the efficient use of water in the irrigation and planting design plan."

For Irrigation Notes - See Sheet L3.2

For Recycled Water Notes and Details - See Sheet L5.3

Hatching indicates irrigation area served by recycled water meter ID CMP9046A

Hatching indicates area serviced by existing potable irrigation

General Site Information for Recycled Water Use: (CMP9046A)

For all recycled water systems:
1. Public access to site grounds is: Unrestricted
2. Owner: Joey McCarthy
3. Property Manager Contact: Joey McCarthy, Owner, 408-358-5058
4. Tenant: Amazon
5. On-Site well locations: None
6. Wells on adjacent sites located within 50 ft. of recycled water approved use area or within 100 ft. of any Recycled water impoundment: None

For irrigation recycled water systems only:
1. Landscaped recycled water irrigation use area: 40,023 sf / 1.37AFY
2. Outdoor drinking fountain in/near the recycled water approved use area: None
3. Outdoor eating areas in/near the recycled water approved use area: None
4. Water features on site: None

DDW ACCEPTANCE SIGNATURES FOR SBWR PROJECT ID: CMP9046AP0

CITY OF MILPITAS — DATE: 3/26/2021

SBWR - SOUTH BAY WATER RECYCLING — DATE: 4/6/21

SWRCB - DIVISION OF DRINKING WATER — DATE:

NORTH
Scale: 1" = 20'-0"
0' 10' 20' 40'

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Deferred Submittal Landscape Plans
McCARTHY RANCH
1207 N. McCARTHY BOULEVARD
MILPITAS, CA 95035

DATE	DESCRIPTION
07.29.2020	DF LANDSCAPE SUBMITTAL
10.20.2020	DF LANDSCAPE RESUBMITTAL
11.25.2020	DF LANDSCAPE RESUBMITTAL
02.09.2021	DF LANDSCAPE RESUBMITTAL

REGISTERED LANDSCAPE ARCHITECT — MATTHEW R. KNOXLA — 5652 — STATE OF CALIFORNIA
03.31.23 Expiration Date
02.09.21 Date

Irrigation Plan

L3.1

PROJECT NO: 19-177

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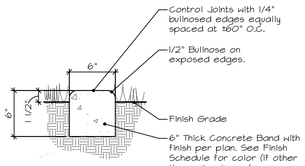
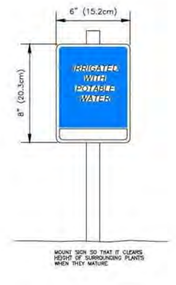
NOTES:
1. Top of mow curb to join flush with top of adjoining paved surfaces.
2. Install full-depth felt expansion joint where curb abutts concrete sidewalk.
3. Provide a smooth continuous slope from beginning to end of curb.

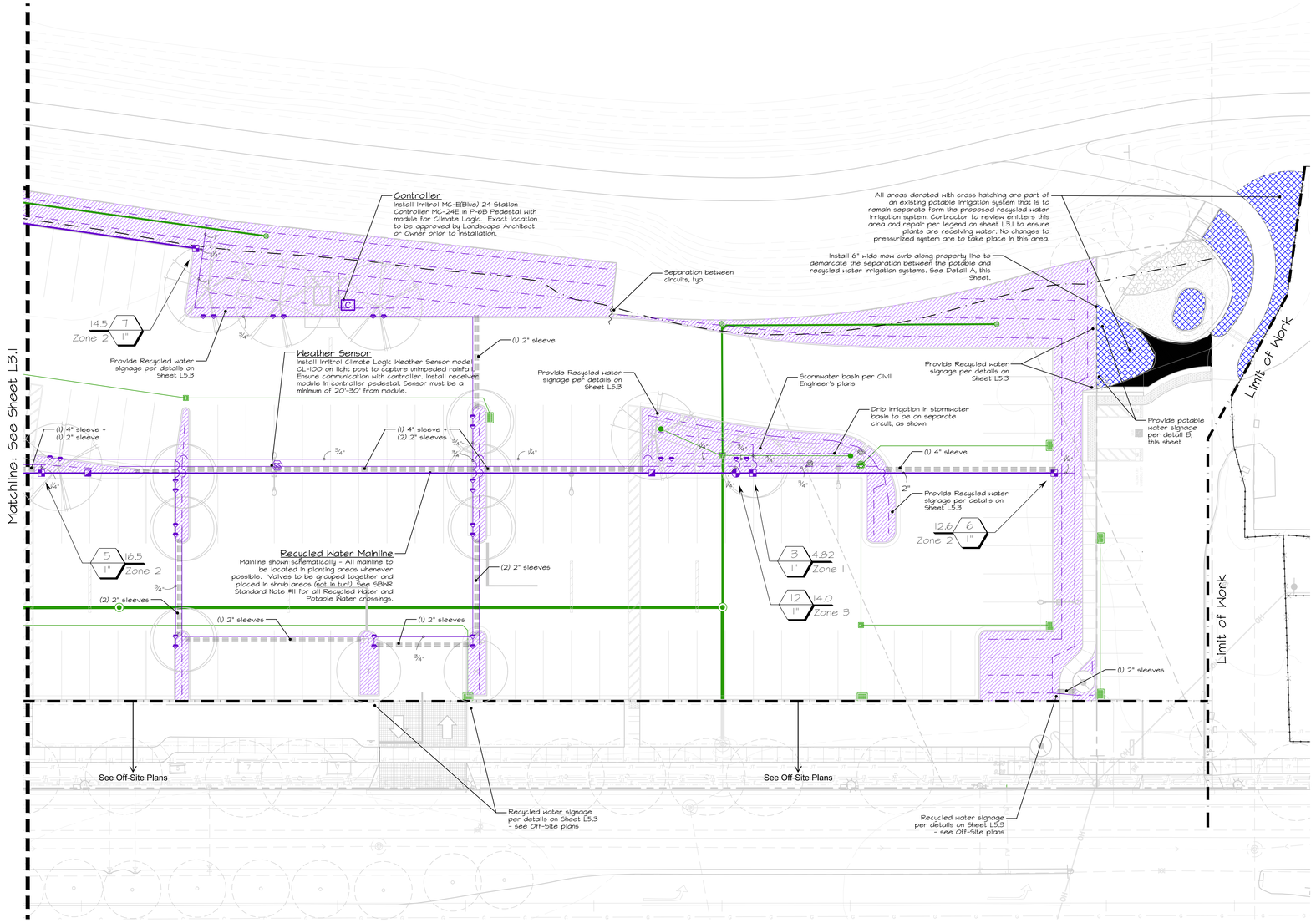


Scale: 1-1/2" = 1'-0"
19-251 Mowcurb.dwg

Concrete Mow Curb | A



Potable Water Irrigation Sign | B



EXISTING IRRIGATION NOTES:

1. A portion of the site is serviced by an existing irrigation system. The general contractor is to coordinate with the landscape contractor to review the site prior to any demolition taking place. The existing irrigation system is to remain operable throughout the construction process.
2. The site facility manager is to be notified a minimum of 48 hours prior to any work or planned disruption of the existing irrigation system. The existing controller will need to be adjusted in order for work to take place on the system. All work is to be completed under the supervision of the facilities manager.
3. Mainline and control wires that service irrigation that will be removed are to be cut and capped at the limit of demolition. Abandoned control wires are to be coiled and placed in a 9" round valve box directly adjacent to the capped mainline. Provide min. 10' of control wires coiled.
4. The landscape contractor is to review and determine the location of the existing-to-remain irrigation that travels through the construction zone. All irrigation that is to service landscape that is to remain is to remain fully operable throughout construction. The existing mainline and control wires are to be rerouted and placed in a new trench (min. 24" depth) around the construction zone or through a protected zone within the construction zone. Splice control wires as needed - all splices to be located in a min. 6" round valve box.
5. Control wires through construction zone are to be placed in conduit for protection.
6. Location of the mainline is to be clearly marked on site. The general contractor shall be responsible for ensuring the protection of the existing-to-remain irrigation system. The general contractor will be responsible for making all repairs and replacing all existing plant material that is damaged due to any disruption of the irrigation system.
7. All irrigation heads, piping, valves, control wires, etc. that are located within the demolition zone are to be completely removed from site and disposed of at an approved disposal facility. Fees for disposal are to be included in the general contractor's scope of work.
8. The landscape contractor is to keep weekly records as to the location and routing of all irrigation piping, valves, heads, etc. This information is to be updated whenever changes occur and to be kept in the job trailer for ease or review by all trades.

RECYCLED WATER NOTES:

The landscape irrigation water for this project is designed to be serviced by recycled water. The landscape irrigation is to be installed and treated as recycled. Refer to the following notes for requirements and installation.

1. Piping: Pipe to be buried to the depths noted in the plans and details. All piping including laterals and mainlines shall be identified by the use of integrally colored purple Recycled Water pipe that is specifically manufactured for Recycled Water application.
2. All above grade piping shall be colored Recycled Water purple. A warning tag shall be installed on exposed Recycled Water equipment such as, but not limited to, valves, quick couplers, flush valves, backflow preventers, etc.
3. Valve boxes shall be Carson, Christy, or equal, and shall be purple colored and marked "Recycled Water - Do Not Drink".
4. All controllers shall be clearly marked with the words "Recycled Water", and the "do-not-drink" symbol.
5. Quick coupling valves shall be manufactured specifically for recycled water use and shall include a permanently attached purple rubber vinyl cover with the words "Recycled Water" printed on the cover. Refer to legend for proper Quick Coupler to be installed.
6. Gate valves and remote control valves shall be installed in a marked valve box with a warning tag on the valve operator.
7. Water meter servicing Recycled water system (Irrigation System) shall have a warning tag.
8. Sprinkler lids shall be identified with Recycled Water Purple.
9. Irrigation system shall be installed per all local and CBC codes and regulations regarding recycled water. Codes shall take precedence over these plans, notes, and specifications.

GENERAL IRRIGATION NOTES

1. The contractor shall examine the conditions of the site prior to commencement of work. Any conditions that differ from what is shown on the plans that will affect the installation process shall be brought to the attention of the Landscape Architect and/or owner prior to work. Commencement of work implies acceptance of the conditions of the site.
2. Piping layout is diagrammatic. All irrigation items shown within paved areas are for design clarification only and are to be installed in planting areas where possible. All valves are to be placed in shrub or groundcover areas (not turf).
3. All mainline piping and control wires under paving shall be installed in separate schedule 40 PVC sleeves. Sleeves to be installed at the size as indicated on the plans. If not specified, piping shall be installed in sleeves twice the diameter of the pipe. Control wire sleeves shall be of sufficient size for the required number of wires. Provide two (2) sleeves at each location. Piping and wiring to be in separate sleeves.
4. All lateral line piping under paving (not in sleeve) shall be Schedule 40 PVC and shall be installed prior to paving.
5. Pipe sizes shall conform to those shown on the drawings with no smaller size substitutions. Larger size substitutions may be approved.
6. The backflow preventer is existing and is to be used for the new irrigation. The contractor shall examine the existing backflow to make sure it is functioning properly and meets code requirements. Contractor shall make repairs as needed. The Contractor shall verify local codes and requirements of the governing jurisdictions.
7. 120 VAC electrical power source at the controller location is existing. Verify location of controller prior to installation.
8. All irrigation heads shall be set perpendicular to finish grade unless otherwise specified.
9. Prior to turnover of project, the irrigation contractor shall flush and adjust all irrigation heads and valves for optimum coverage with minimal over spray onto hardscape elements. Drip emitters to be adjusted to provide optimal water to each plant based on specific site conditions and water needs of each plant.
10. It is the responsibility of the irrigation contractor to become familiar with all existing and proposed site elements and grades. The irrigation contractor shall repair, replace, or compensate for all items damaged by his work. He shall coordinate his work with other contractors for the location and installation of pipe sleeves and laterals through walls and under paving.
11. The irrigation system design is based on a minimum operating pressure of 55 PSI and a maximum flow demand of 20 GPM. The irrigation contractor shall verify water pressures prior to installation. Any difference between the pressure indicated on the plans and that at the actual point of connection shall be brought to the attention of the landscape architect immediately.
12. Any obstructions, changes in the project layout, or grade differences not shown on the plan but affecting the operation of the irrigation system are to be brought to the attention of the landscape architect prior to installation. The irrigation contractor shall be responsible for costs associated with correcting irrigation layout if plan is different from the site and he does not bring such differences to the attention of the landscape architect.
13. All irrigation equipment not detailed or specified shall be installed per the manufacturer's recommendations and specifications.
14. An irrigation audit may be needed by the governing jurisdiction before an occupancy permit can be issued. It is the responsibility of the contractor to schedule and pay for the audit. The audit shall be conducted by a certified auditor such as Nathan Houx (209)640-3710, Andrew Bolt (209)404-1746. The contractor shall be responsible for making revisions to the irrigation in order to pass the audit. If pop-up spray heads are specified for shrub areas, we recommend that the auditor audit the shrub spray prior to planting.

WATER EFFICIENT LANDSCAPE ORDINANCE

Planting and Irrigation have been designed to be compliant with the Water Efficient Landscape Ordinance. The contractor shall not make substitutions of irrigation product or placement of product or plant species and cultivars without written consent of the Landscape Architect. The contractor shall be responsible for making all modifications to ensure the requirements of the Water Efficient Landscape Ordinance are met if any changes are made. Water use calculations as described on these plans must be met. The signature on this plan concurs that "I have compiled with the criteria of the water conservation in Landscaping Ordinance and applied them accordingly for the efficient use of water in the irrigation and planting design plan."

DDW ACCEPTANCE SIGNATURES FOR SBWR PROJECT ID: CMP9046AP0

CITY OF MILPITAS — DATE: 3/26/2021

SBWR - SOUTH BAY WATER RECYCLING — DATE: 4/6/21

SWRCB - DIVISION OF DRINKING WATER — DATE:

See Sheet L5.3 for Recycled Water Notes and Details

For Irrigation Legend - See Sheet L3.1

NORTH
Scale: 1" = 20'-0"
0' 10' 20' 40'

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Deferred Submittal Landscape Plans

McCARTHY RANCH

1207 N. McCARTHY BOULEVARD
MILPITAS, CA 95035

DATE	DESCRIPTION
07.29.2020	DF LANDSCAPE SUBMITTAL
10.20.2020	DF LANDSCAPE RESUBMITTAL
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02.09.2021	DF LANDSCAPE RESUBMITTAL

REGISTERED LANDSCAPE ARCHITECT — MATTHEW KNOXLA — 03.31.23 Renewal Date — 02.09.21 Date — STATE OF CALIFORNIA

Irrigation Plan

L3.2

PROJECT NO: 19-251

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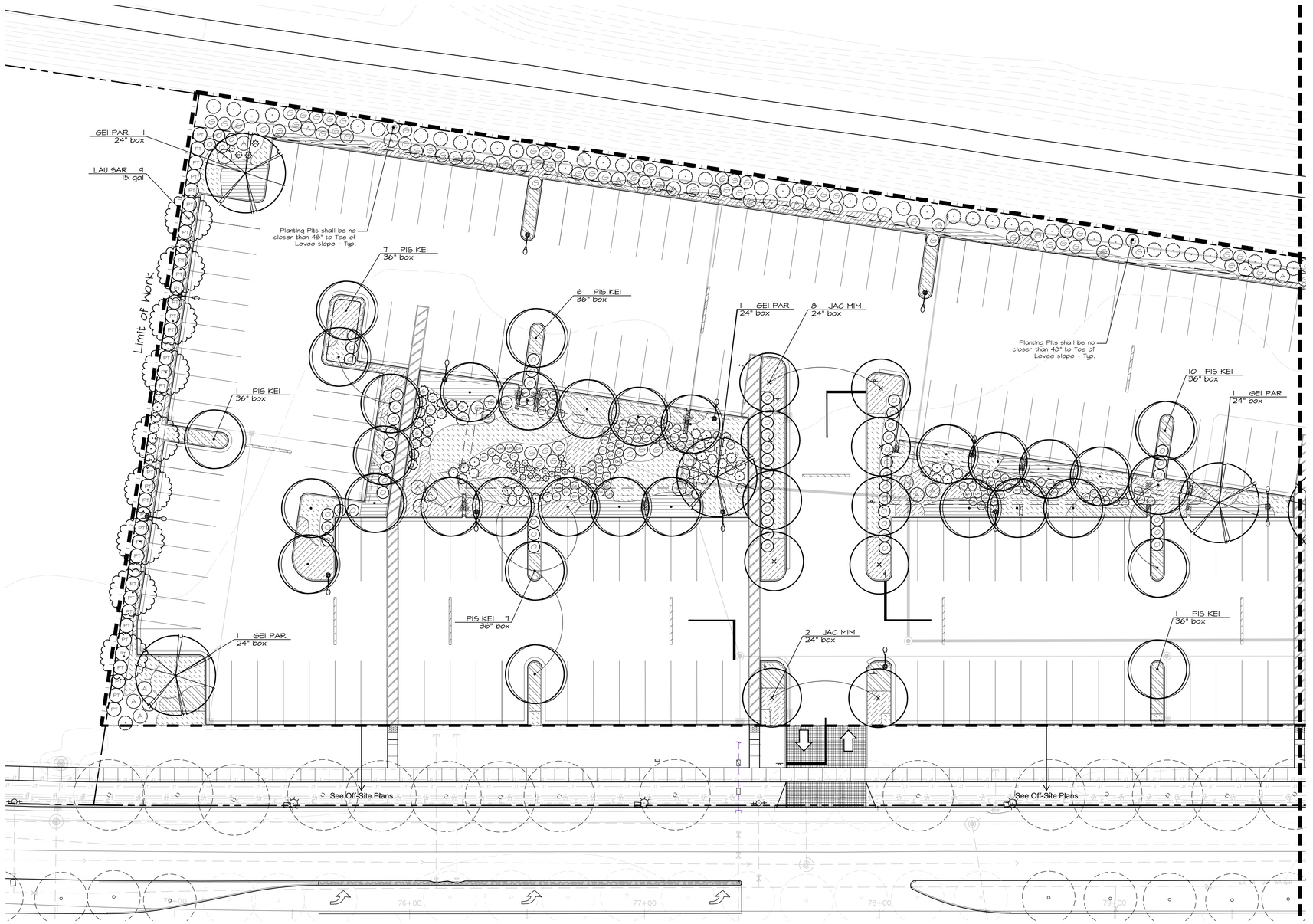

PLANT SCHEDULE

TREES	BOTANICAL NAME	COMMON NAME	CONT	QTY	Water Use
GEI PAR	Geijera parviflora	Australian Willow	24" box	9	Medium
JAC MIM	Jacaranda mimosifolia	Jacaranda	24" box	12	Medium
LAU SAR	Laurus nobilis 'Saratoga'	Sweet Bay	15 gal	9	Low
PIS KEI	Pistacia chinensis 'Keith Davey'	Keith Davey Chinese Pistache	36" box	39	Low

	SHRUBS	BOTANICAL NAME	COMMON NAME	SIZE	QTY	Water Use
A	ARC HOW	Arctostaphylos densiflora 'Howard McMinn'	Howard McMinn Manzanita	5 gal	44	Low
CEA	CEA SKY	Ceanothus thyrsiflorus 'Skylark'	Skylark Ceanothus	5 gal	17	Low
CHO	CHO TEC	Chondropetalum tectorum	Cape Rush	5 gal	142	Low
CIS	CIS PUR	Cistus x purpureus	Orchid Rockrose	5 gal	19	Low
GRE	GRE NOE	Grevillea x 'Noelii'	Grevillea	5 gal	186	Low
MAH	MAH AQU	Mahonia aquifolium	Oregon Grape	1 gal	65	Low
MUH	MUH DUB	Muhlenbergia dubia	Pine Muhly	5 gal	104	Low
OLE	OLE LIT	Olea europaea 'Little Ollie'	Little Ollie Olive	5 gal	69	Low
PIT	PIT SIL	Pittosporum tenuifolium 'Silver Sheen'	Tawhiwhi	5 gal	38	Low
PIT	PIT DWA	Pittosporum tobira 'Wheeler's Dwarf'	Wheeler's Dwarf Pittosporum	5 gal	81	Low

PLANT SCHEDULE

GROUND COVERS	BOTANICAL NAME	COMMON NAME	CONT	SPACING	QTY	Water Use
CAL KAR	Calamagrostis x acutiflora 'Karl Foerster'	Feather Reed Grass	1 gal	36" o.c.	605	Low
CEA YAN	Ceanothus griseus horizontalis 'Yankee Point'	California Lilac	1 gal	72" o.c.	210	Low
JUN BLU	Juniperus conferta 'Blue Pacific'	Blue Pacific Juniper	1 gal	48" o.c.	117	Low
PEN HPP	Pennisetum alopecuroides 'Hush Puppy'	Hush Puppy Fountain Grass	1 gal	30" o.c.	163	Low
PEN DON	Pennisetum alopecuroides 'Jambalaya'	Fountain Grass	1 gal	30" o.c.	370	Low
ROS HUN	Rosmarinus officinalis 'Huntington Carpet'	Huntington Carpet Rosemary	1 gal	60" o.c.	141	Low

Non-Living Groundcover

Mulch to be evenly distributed throughout all shrub and groundcover areas (not Fescue) unless otherwise noted on plans. Mulch to be nitrogen stabilized, max. 3/4" recycled material installed at min. 3" depth. Contractor to provide sample for approval prior to installation. "Gorilla-Hair" is not acceptable unless specifically noted for slope areas.

	D.G.	Install 3" layer of tan decomposed granite with 'Stabilizer' "binding agent" and steel edging. Detail F, Sheet L5.2
	Cobble	Cobble at drainage curb cut - see detail E, Sheet L5.2

TREE ROOT BARRIERS

All trees within five (5) feet of hardscape are to have DeepRoot Model #UB 18-2 root barriers installed along the inside edge of the adjacent sidewalk or curb. Length of linear root barrier shall be 16 linear feet (8 panels) and shall be centered on tree.

Root Solutions RS-18 may be used as an alternate. Use the same quantities per tree sizes as listed above. (1800)554-0914

See detail B, sheet L5.2

Planting plans are not subject to SBMR review and are provided in submittals to SBMR for reference only

Planting Detail References

For Broadleaf Trees, refer to Detail A, Sheet L5.2
For Shrubs, refer to Detail C, Sheet L5.2
For Groundcovers, refer to Detail D, Sheet L5.2

For Planting Notes - See Sheet L4.2

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Deferred Submittal Landscape Plans

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1207 N. McCARTHY BOULEVARD
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REGISTERED LANDSCAPE ARCHITECT
MATTHEW S. KNOX
03.31.23
Expiration Date
02.09.21
Date
STATE OF CALIFORNIA

Planting Plan

L4.1

PROJECT NO: 19-179

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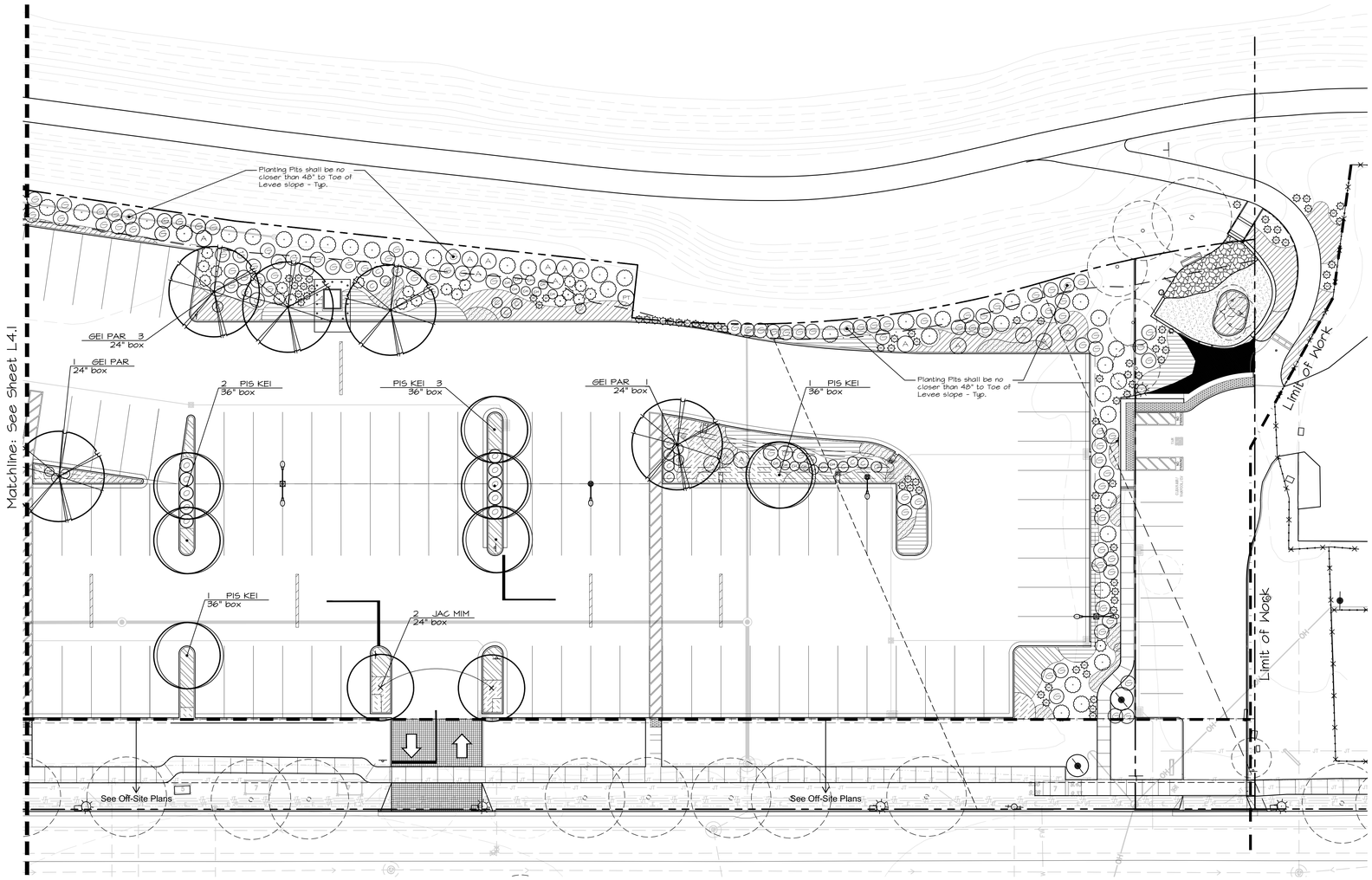

PLANT SCHEDULE

	TREES	BOTANICAL NAME	COMMON NAME	CONT		QTY	Water Use
	GEI PAR	Geijera parviflora	Australian Willow	24" box		9	Medium
	JAC MIM	Jacaranda mimosifolia	Jacaranda	24" box		12	Medium
	LAU SAR	Laurus nobilis 'Saratoga'	Sweet Bay	15 gal		9	Low
	PIS KEI	Pistacia chinensis 'Keith Davey'	Keith Davey Chinese Pistache	36" box		39	Low
	SHRUBS	BOTANICAL NAME	COMMON NAME	SIZE		QTY	Water Use
A	ARC HOW	Arctostaphylos densiflora 'Howard McMinn'	Howard McMinn Manzanita	5 gal		44	Low
CEA	CEA SKY	Ceanothus thyrsiflorus 'Skylark'	Skylark Ceanothus	5 gal		17	Low
CHO	CHO TEC	Chondropetalum tectorum	Cape Rush	5 gal		142	Low
CIS	CIS PUR	Cistus x purpureus	Orchid Rockrose	5 gal		19	Low
GRE	GRE NOE	Grevillea x 'Noelii'	Grevillea	5 gal		186	Low
MAH	MAH AQU	Mahonia aquifolium	Oregon Grape	1 gal		65	Low
MUH	MUH DUB	Muhlenbergia dubia	Pine Muhly	5 gal		104	Low
OLE	OLE LIT	Olea europaea 'Little Ollie'	Little Ollie Olive	5 gal		69	Low
PIT	PIT SIL	Pittosporum tenuifolium 'Silver Sheen'	Tawhiwhi	5 gal		38	Low
PIT	PIT TOB	Pittosporum tobira	Mock Orange	5 gal		81	Low
	GROUND COVERS	BOTANICAL NAME	COMMON NAME	CONT	SPACING	QTY	Water Use
CAL	CAL KAR	Calamagrostis x acutiflora 'Karl Foerster'	Feather Reed Grass	1 gal	36" o.c.	605	Low
CEA	CEA YAN	Ceanothus griseus horizontalis 'Yankee Point'	California Lilac	1 gal	72" o.c.	210	Low
JUN	JUN BLU	Juniperus conferta 'Blue Pacific'	Blue Pacific Juniper	1 gal	48" o.c.	117	Low
PEN	PEN HPP	Pennisetum alopecuroides 'Hush Puppy'	Hush Puppy Fountain Grass	1 gal	30" o.c.	163	Low
PEN	PEN DON	Pennisetum alopecuroides 'Jambalaya'	Fountain Grass	1 gal	30" o.c.	370	Low
ROS	ROS HUN	Rosmarinus officinalis 'Huntington Carpet'	Huntington Carpet Rosemary	1 gal	60" o.c.	141	Low

Non-Living Groundcover

Mulch to be evenly distributed throughout all shrub and groundcover areas (not Fescue) unless otherwise noted on plans. Mulch to be nitrogen stabilized, max. 3/4", recycled material installed at min. 3" depth. Contractor to provide sample for approval prior to installation. "Gorilla-Hair" is not acceptable unless specifically noted for slope areas.

D.G. — Install 3" layer of tan decomposed granite with 'Stabilizer' "binding agent" and steel edging. Detail F, Sheet L5.2

Cobble — Cobble at drainage curb cut - see detail E, Sheet L5.2

GENERAL PLANTING NOTES

1. The contractor shall examine the conditions of the site prior to commencement of work. Any conditions that differ from what is shown on the plans that will affect the installation process shall be brought to the attention of the Owner or Land. Arch. prior to work. Commencement of work implies acceptance of the conditions of the site.
2. The contractor shall verify all plant quantities prior to installation. Plant quantities are listed for the convenience of the contractor, number of symbols shall have priority over quantity given.
3. The contractor shall be responsible for the purchasing of all material to meet the specifications of the plans including plants, soil, fertilizer, stakes, and sod. The contractor shall also be responsible for the protection of these materials until the project has been completely turned over to the owner.
4. All plant material shall be subject to approval or rejection by the Landscape Architect or Owner's Representative prior to installation. Installed and then rejected material shall be replaced by the contractor at his/her expense.
5. The contractor shall include in the bid for a continued maintenance period of sixty (60) days after completion and acceptance of the project by the Owner or Owner's Rep.
6. Trees to be planted a min. of 3'-0" from edge of paving or walls (unless otherwise stated on plan). All trees in a formal group or in a row shall be matching in size and shape.
7. All trees provided in the Planting Schedule/Legend are to be installed as single "Standard Form" trees unless specifically otherwise noted in the Planting Schedule/Legend. "Multi-Trunk" and "Low-Branching" trees delivered to the site will not be accepted unless specifically noted to be installed as such.
8. The following soil amendments specified are for bidding purposes only. The Landscape Contractor shall provide for a Soil Agronomy Report from an approved soils laboratory and/or any additional specifications provided by the Land. Arch. prior to installation of the plant material. The following amendments shall be incorporated into all planting pits and broadcast into soil to depth of 12" by means of a rototiller or equal per 1000 square feet.
   4 cyds nitrogen stabilized organic amendment derived from redwood sawdust, fir sawdust or cedar sawdust.
   15 lbs. soil sulfur
   15 lbs. 15-15-15 fertilizer
9. All soil preparation shall be installed per the soil agronomy report to be provided and paid for by the Landscape Contractor. The report is to be immediately forwarded to the Land. Arch. upon completion.
10. A nitrogen stabilized commercial-grade mulch with maximum 3/4" dia. chip size shall be uniformly broadcast over all shrub areas (not turf) to a depth as specified on the Planting Legend.
11. The planting pits for trees shall be excavated per the detail on the Landscape Details sheet. The backfill mix for use in all tree and shrub pits shall consist of the following:
    6 parts 'on-site' soil
    4 parts organic amendment (above)
    1 lb/yd. of mix 12-12-12 commercial fertilizer
    2 lbs./cu. yd. of mix Iron Sulfate
    10 lbs/cu. yd. of mix Agricultural Gypsum
12. Fertilizer tablets shall be BEST, 21 gram fertilizer tablets (20-10-5) placed in all planting pits in quantities as follows:

1 gallon	1 tablet
5 gallon	3 tablets
15 gallon	9 tablets
24"-Box	9 tablets
36"-Box	15 tablets

13. Thirty (30) days after installation all landscape shall be fertilized with 16-6-8 Fertilizer applied at the rate of 6 lbs/1000 sf. Fertilizer application shall be continued thereafter at bi-monthly intervals.
14. For weed control prior to planting, the Landscape Contractor shall thoroughly irrigate the site to promote germination of weed seeds that may be in the soil. After germination has taken place spray the site with Round-Up (or equal) in the amount, and let sit for the time specified by the manufacturer. Reapply Round-Up if needed. After all green weeds have been eradicated, apply Ronstar-G (or equal) Pre-Emergent weed control in the amounts specified by the manufacturer.
15. All plant material to be nursery grown in similar climate. All plant material shall be vigorous and of normal habit of growth and shall be free of girdling roots, sun scald, abrasions, disease, insects, insect eggs and larvae. Plants shall equal or exceed the standards as outlined by the American Standards for Nursery Stock and to applicable California Agriculture Code.

GENERAL TREE PROTECTION DURING CONSTRUCTION

1. All trees shown on the planting plan indicated to remain are to remain undisturbed on site and shall be protected for throughout the construction process in accordance with the following notes. If there is a question whether or not a tree is to remain or be removed, ask the landscape architect or owner prior to removal. It is the responsibility of the General Contractor to ensure the health of all existing trees. Trees damaged or killed during construction are to be replaced at a size large enough to the satisfaction of the Owner.
2. No items are to be stored within the drip line of the existing trees. Construction equipment and storage causes soil compaction which can injure the trees.
3. Utility and irrigation lines should be located to the trees such as broken branches, etc is to be repaired with clean saw cuts back to undamaged areas. Do not cut branches flush to the trunk.
4. Any damage inadvertently caused to the trees such as broken branches, etc is to be repaired with clean saw cuts back to undamaged areas. Do not cut branches flush to the trunk.
5. Abrasions against the trunk of the tree must be cleared of the damaged bark using a sharp knife with clean cuts back to undamaged bark area and allowed to heal naturally. Do not apply paint or other chemical based solutions to tree wounds.
6. A Certified Arborist should be consulted for remedial action if the trunk of the tree is fractured.
7. When landscape operations begin, grading within the dripline of the tree is to be kept to a minimum. Any roots less than 2" diameter damaged by trenching or planting pit excavation are to be repaired by cutting the root back to the undamaged area with a sharp saw. Roots larger than 2" should be preserved by hand digging trenches.

TREE ROOT BARRIERS

All trees within five (5) feet of hardscape are to have DeepRoot Model #UB 18-2 root barriers installed along the inside edge of the adjacent sidewalk or curb. Length of linear root barrier shall be 16 linear feet (8 panels) and shall be centered on tree.

Root Solutions RS-18 may be used as an alternate. Use the same quantities per tree sizes as listed above. 1(800)554-0914

See detail B, sheet L5.2

Planting Detail References

For Broadleaf Trees, refer to Detail A, Sheet L5.2
For Shrubs, refer to Detail C, Sheet L5.2
For Groundcovers, refer to Detail D, Sheet L5.2

WATER EFFICIENT LANDSCAPE ORDINANCE

Planting and Irrigation have been designed to be compliant with the Water Efficient Landscape Ordinance. The contractor shall not make substitutions of irrigation product or placement of product or plant species and cultivars without written consent of the Landscape Architect. The contractor shall be responsible for making all modifications to ensure the requirements of the Water Efficient Landscape Ordinance are met if any changes are made. Water use calculations as described on these plans must be met. The signature on this plan concurs that "I have compiled with the criteria of the water conservation in Landscaping Ordinance and applied them accordingly for the efficient use of water in the irrigation and planting design plan."

Note:

Contractor to include in the bid (as separate line item) for the purchase and installation of the following plant quantities. Plants will be selected by Landscape Architect and installed by contractor after substantial completion of the landscape planting. Plant species will be commonly available nursery stock. These plants are in addition to the symbols shown on the plans.

2 - 15 Gallon Shrubs
40 - 5 Gallon Shrubs
100 - 1 Gallon Shrubs

Planting plans are not subject to SBMR review and are provided in submittals to SBMR for reference only

NORTH
Scale: 1" = 20'-0"
0' 10' 20' 40'

811 Know what's below. Call before you dig.
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(209)532-2856

Deferred Submittal Landscape Plans

McCARTHY RANCH

1207 N. McCARTHY BOULEVARD
MILPITAS, CA 95035

DATE	DESCRIPTION
07.29.2020	DF LANDSCAPE SUBMITTAL
10.20.2020	DF LANDSCAPE RESUBMITTAL
11.25.2020	DF LANDSCAPE RESUBMITTAL
02.09.2021	DF LANDSCAPE RESUBMITTAL

REGISTERED LANDSCAPE ARCHITECT — MATTHEW R. KNOXLA — 5952 — Expiration Date: 03.31.23 — Date Signed: 02.09.21 — STATE OF CALIFORNIA

Planting Plan

L4.2

PROJECT NO: 19-2[illegible]

180

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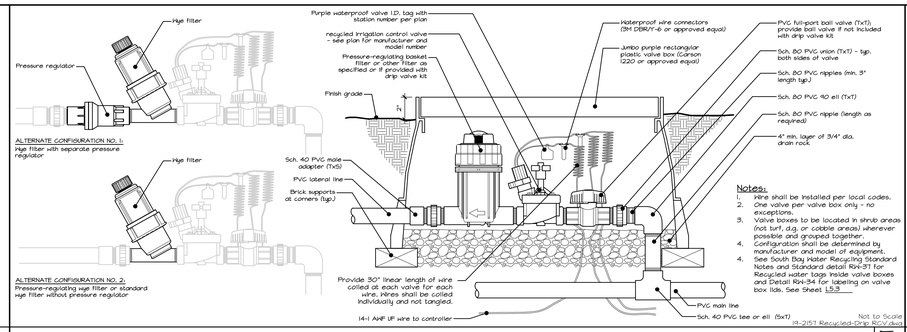
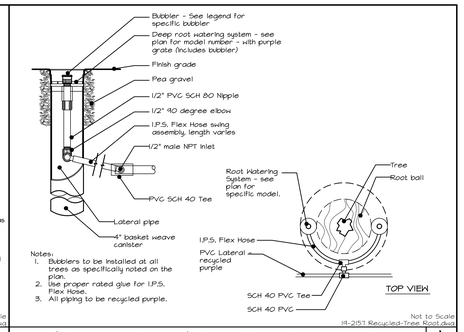


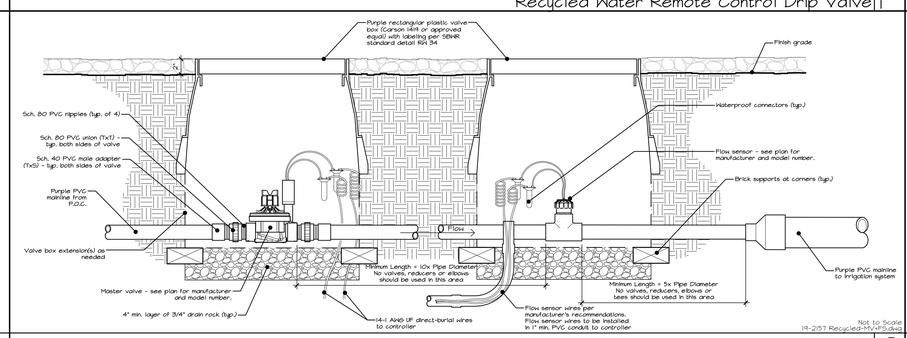
S N

Recycled Water Remote Control Drip Valve F

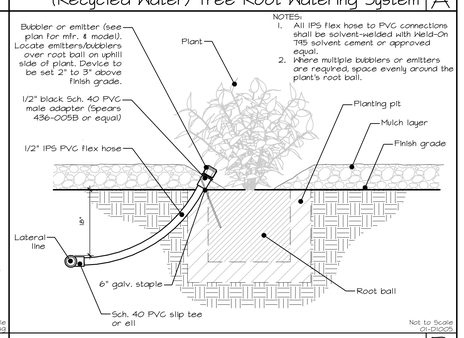


(Recycled Water) Tree Root Watering System A

T O

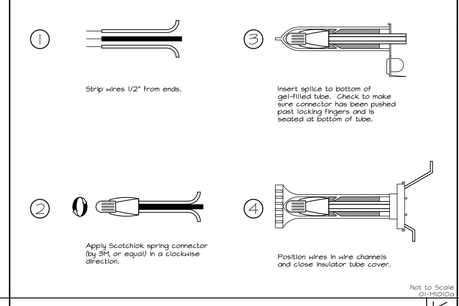


Master Valve & Flow Sensor (Recycled Water Systems) G

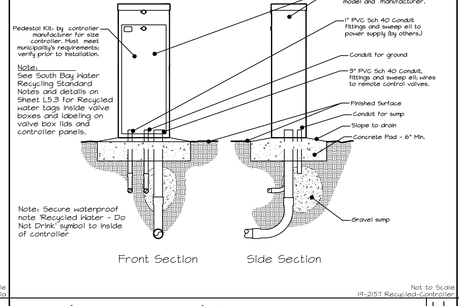


Bubbler or Emitter at Plant B

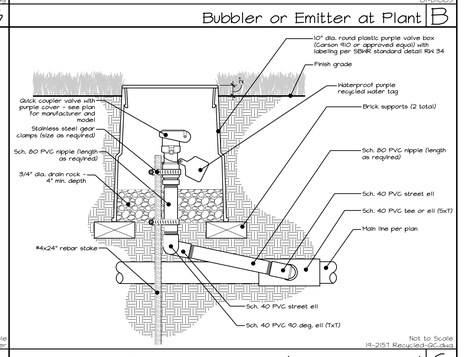
U P



Wire Connection K

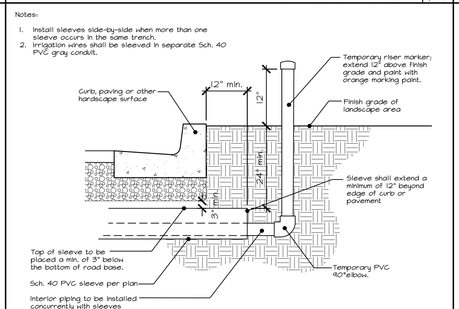


(Recycled Water) Pedestal Mount Controller H

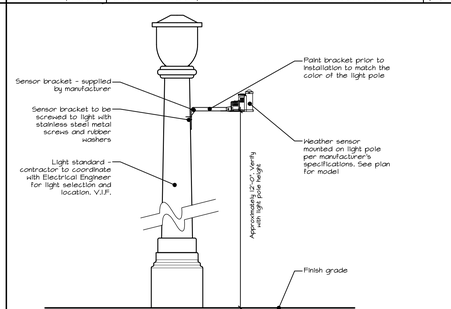


Quick Coupler Valve (Recycled Water) C

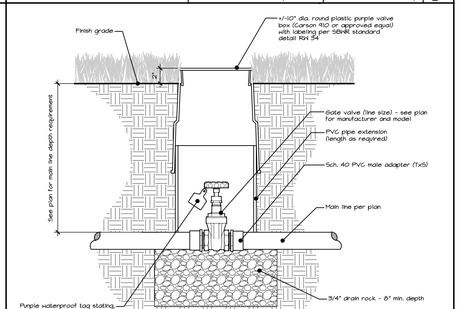
V Q



Irrigation Sleeve L



Wireless Weather Sensor on Light Standard I



Gate valve - 3" and smaller (Recycled Water) D

W R M

DDW ACCEPTANCE SIGNATURES FOR SBWR PROJECT ID: CMP9046AP0

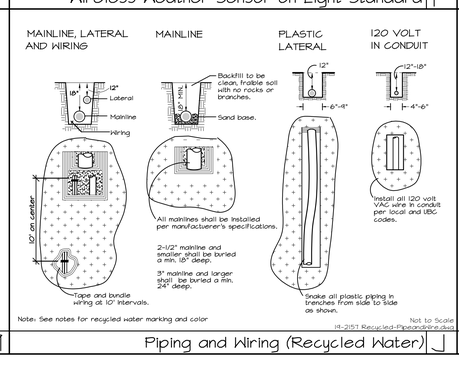
CITY OF MILPITAS — DATE: 3/26/2021

DATE: 4/6/21

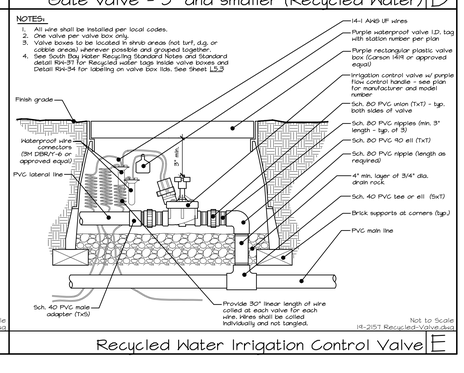
SBWR - SOUTH BAY WATER RECYCLING — DATE:

SWRCB - DIVISION OF DRINKING WATER — DATE:

See Sheet L5.3 for Recycled Water Notes and Details



Piping and Wiring (Recycled Water) J



Recycled Water Irrigation Control Valve E

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Deferred Submittal Landscape Plans

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DATE	DESCRIPTION
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REGISTERED LANDSCAPE ARCHITECT — MARK A. HARRIS — 2969 — Signature — 03.31.23 Renewal Date — 02.09.21 Date — STATE OF CALIFORNIA

Landscape Details

L5.1

PROJECT NO: 19-2157

181

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Water Efficient Landscape Ordinance (WELO) Notes:

1. These plans have been prepared to be in compliance with the State-mandated Water Efficient Landscape Ordinance (WELO), which went into effect on December 1, 2015. The following notes reference the requirements of the ordinance and the responsibility of the contractor to install the landscape per the plans, details, and notes; provide the required documentation to the local agency; and provide follow-up correction as required to meet the water efficiency requirements.

2. The landscape contractor shall coordinate with the local jurisdiction to determine who will review and receive the WELO documentation that is required to be provided by the contractor.

Landscape Documentation Package

1. Project Information and signatures - The signature of the landscape architect on these landscape plans is applicable to the statement - "I agree to the best of my ability to comply with the requirements of the water efficient landscape ordinance and submit a complete Landscape Document Package".
2. Water Efficient Landscape Worksheet - See MAWA and ETWU, as well as hydrozone information table on this sheet.
3. Soil management report - See Notes requirements as described below.
4. Landscape Design Plan - See Planting Plans and Details contained within this set of documents.
5. Irrigation Design Plan - See Irrigation Plans and Details contained within this set of documents.
6. Grading Design Plan - To be provided by the civil engineer - See civil engineer's plans.

Soil Management Report

1. After mass grading the contractor shall provide for a soil analysis that shall comply with the requirements provided below. The analysis report is to be forwarded to the landscape architect, owner, and governing jurisdiction.
2. Soil samples shall be collected in accordance with laboratory protocol including adequate sampling depth.
3. At least one sample shall be provided for each 20,000 sf of landscape unless otherwise noted by the landscape architect. Samples shall be taken from different areas of the site as directed by the landscape architect. For multiple landscape installations (i.e. production home developments) a soil sampling rate of 1 in 7 lots or approximately 15%. Large landscape projects shall sample at a rate equivalent to 1 in 7 lots.
4. The Soil Analysis shall include the following:
   - Soil texture
   - Infiltration Rate (determined by lab test or soil texture infiltration rate table).
   - pH
   - Total soluble salts
   - Sodium
   - Percent organic mater
   - Recommendations for soil amendments, fertilizer, etc. for the type of landscape planting proposed.
5. Soil Analysis shall be conducted by an approved soil testing lab. The following are acceptable labs (if required):
   Sunland Analytical, 11414 Sunrise Gold Circle, Suite 10, Rancho Cordova, CA 95742, (916)852-8557, www.sunland-analytical.com.
   Soil and Plant Lab, 1101 S. Winchester Blvd, Suite G-173, San Jose, CA 95128, (408)7127-0330, www.soilandplantlaboratory.com.
   Soil and Plant Lab, 4741 East Hunter Ave., Suite A, Anaheim, CA 92807, (714)282-8777, www.soilandplantlaboratory.com.
6. The recommendations of the soil analysis are to be implemented in the landscape soil preparation. The contractor shall provide documentation, prior to planting, verifying that recommendations have been implemented to the landscape architect and the governing jurisdiction.

Landscape Design (Planting)

1. The landscape has been designed and plants selected to be compliant with the requirements of the WELO. The contractor shall not make changes without written approval by the landscape architect. If the contractor deviates from the plan and it is not acceptable to the landscape architect, the contractor will be required to make changes at his/her expense to bring the landscape into compliance.
2. Plants have been placed in 'hydrozones' of similar water use requirements. The extent of the hydrozones are delineated by the groups of irrigation circuits as listed in the Hydrozone Table, included with these plans.
3. Turf is not allowed on slopes greater than 25% (4:1).
4. Mulch is required in all planting area except for turf, creeping or rooting groundcovers, direct seeding applications, cobble areas, or other areas specifically noted on the plans. The mulch shall be a minimum of 3", but the depth as listed in the planting legend shall take priority.
5. Stabilizing mulches shall be used on all slopes exceeding 4:1. See plan or coordinate with landscape architect.
6. Soil amendments shall be incorporated per the soil report. Compost must be applied at a rate of 4 yards per 1,000 square feet of permeable area. Compacted soils must be transformed to a friable condition.
7. The signature on the landscape plans is applicable to the statement - "I have complied with the criteria of the ordinance and applied them for the efficient use of water in the landscape design plan."

Irrigation Design

1. The irrigation water service shall be on a separate meter or submeter than the domestic service, this is required for residential landscapes over 5,000 square feet and non-residential landscapes over 1,000 square feet.
2. The irrigation controller (clock) shall be a 'smart' controller using evapotranspiration or soil moisture sensor data to automatically adjust run times based on landscape area water needs.
3. The irrigation system has been designed for each emission device to operate within the manufacturer's recommended pressure range for optimal performance. If the water pressure at the service connection is different than what is shown on the plans the contractor shall notify the landscape architect prior to installation of the irrigation system. Contractor shall check available water pressure before any irrigation installation. Pressure regulation is required to ensure correct and efficient operation.
4. Pressure regulators or booster pumps shall be installed if needed to modify available pressure for the optimal performance of the irrigation emission devices. All emission devices must meet the American National Standards Institute Standard. See specifications on the plans and refer to note #3 above.
5. A rain sensor shall be installed and tied to the controller - See plan for selection.
6. Gate valve(s) shall be installed directly downstream of the service connection(s).
7. An approved backflow preventer shall be installed at the irrigation service connection. See plan.
8. Check valves shall be installed in all heads at the low points of a circuit where water within the piping may drain out of the head when the system is done operating - See plan.
9. Flow sensors shall be installed to detect and report high flow conditions for landscape areas greater than 5,000 square feet.
10. Master Valves shall be installed to prevent water waste in the event of breakage or vandalism to the irrigation system, except where sprinklers can be individually controlled.
11. The irrigation circuits have been designed to correspond to the planting hydrozones. Changes to the irrigation layout and types of emission devices are not to be made without the written consent of the landscape architect.
12. The overall irrigation system has been designed to be a minimum of 75% efficient. Total water demand of established landscape has been designed to use less water than the Maximum Applied Water Allowance (MAWA). See Irrigation Schedule and Irrigation Water Audit Notes.
13. The irrigation system has been designed so that each circuit has matched precipitation rates within the circuit and high distribution uniformity. The contractor shall not substitute without written consent of the landscape architect.
14. Swing joints shall be installed on all pop-up heads per the plans and details.
15. Areas less than 10' in width have been irrigated with subsurface, drip, or low volume irrigation. If construction site modifications reduce spray irrigated planter areas less than 10' contact the landscape architect.
16. Overhead spray irrigation heads and nozzles are not allowed within 24" of non-permeable paving. This requirement does not apply to irrigation that is adjacent to permeable paving or non-permeable paving that drains into landscape before entering the storm drain system.
17. Sloped planting areas greater than 25% (4:1) have been designed with irrigation whose precipitation rate does not exceed .75"/hour, or another means has been employed and described on the plans.
18. Trees may be designed with a separate deep root bubbler system - See the plans.
19. The signature on the irrigation plans is applicable to the statement - "I have compiled with the criteria of the ordinance and applied them accordingly for the efficient use of water in the irrigation design plan."

Grading Design

1. See the grading and drainage plan as prepared by the civil engineer. The landscape contractor shall maintain the drainage patterns as specified in the grading plans.
2. The site has been graded so that irrigation and normal run-off remains within the property lines, unless otherwise noted on the grading plans.
3. The landscape areas may include bioswales or filtration swales. The landscape contractor shall install these per the requirements of the civil engineer's plans and details with the planting per these plans. Any modifications must be approved in writing by the civil engineer and the landscape architect.

Irrigation Schedule

1. See the irrigation base schedule as included with the irrigation plans and notes. This is a guide - The landscape contractor may need to make modifications based on actual site and landscape conditions. Revised schedule shall be submitted with the Certificate of Completion.
2. Overhead irrigation shall be scheduled between 8:00PM and 10:00AM unless otherwise noted on the plans or more strict watering hours are required by the local jurisdiction.
3. The irrigation run times, length of run, and frequency of run times may need to be adjusted based on infiltration rate of the soil, slope, etc. to avoid run-off.
4. The specific parameters of the site conditions are to be input into the 'smart' controller.

Irrigation Audit

1. All irrigation audits shall be conducted by a certified landscape irrigation auditor or local agency landscape irrigation auditor.
2. The irrigation system shall be audited after it has been installed and 'fine-tuned'. The audit report is to be included with the Certificate of Completion and shall include, but not be limited to:
   - System test for distribution uniformity.
   - Recommendations for any adjustments that may be needed.
   - Preparation of an irrigation schedule.
3. The contractor shall make the adjustments as recommended in the irrigation audit.

Certificate of Completion

1. The contractor shall provide to the governing jurisdiction and the landscape architect a Certificate of Completion that at a minimum includes the following:
   - Date of completion and date of the Certificate.
   - Project Name and Address (or specific location).
   - Project Applicant name, telephone number, and mailing address.
   - Property owner name, telephone number, and mailing address.
2. The landscape contractor shall sign a statement that says the landscape and irrigation has been installed per the approved Landscape Document Package (plans, details, notes, calculations as contained within this plan set.
3. If there have been modifications to the layout and/or design of the landscape and irrigation, the contractor shall include with the Certificate of Completion a set of as-built plans or record drawings that reflect the modifications. The modified landscape and irrigation must remain in compliance with the WELO.
4. The Certificate of Completion shall include the initial irrigation audit that shows the irrigation is in compliance with the irrigation efficiency requirements of WELO (see audit information within this set of notes). The soil analysis report and recommendations and verification that the recommendations have been implemented shall also be submitted, if not included with the Landscape Documentation Package.

MAINTENANCE SCHEDULE

A regular maintenance schedule shall be set up for this project to provide for the health and growth of the plant material as well as the efficiency of the irrigation system. The following is a minimum list of items that are to be addressed and maintained on a regular basis.

1. The irrigation system shall be maintained on a regular basis to ensure efficiency. All heads, valves, and other equipment shall be checked and adjusted to avoid overspray. All leaks are to be repaired as soon as possible. Replaced and repaired irrigation equipment is to be done with originally specified equipment or equipment with matching precipitation rates.

2. Irrigation emission devices are to be checked and repaired as needed to ensure minimal overspray, no leaks, and efficient operation. Drip emission devices (emitters) may need to be adjusted as the planting matures and the water needs change. Emitters are to be reviewed annually (at a minimum) with replacements provided for plants that may be getting to much or too little water.

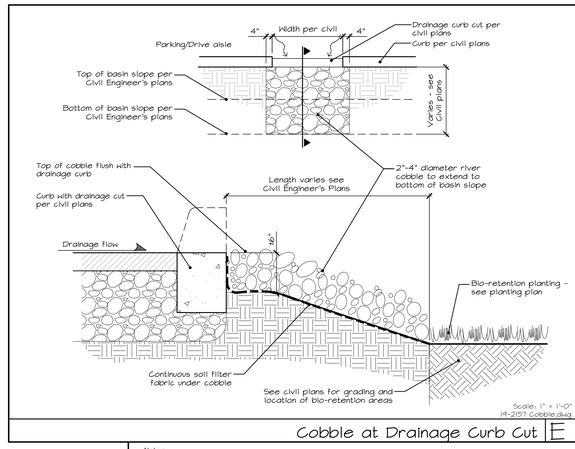
3. The controller is to be checked and adjusted as needed to ensure there is minimal run-off while meeting the water requirements of the plants.

4. Turf is to be mowed on a regular basis to keep the height at an appropriate level. Turf areas are also to be de-thatched and aerated approximately every two years.

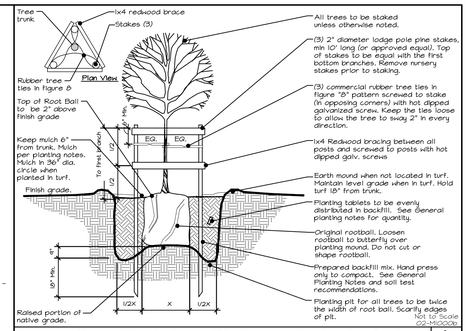
5. Shrubs and trees are to be pruned to maintain form and remove dead or dying branches. Trees are to be pruned for form and safety and suckering is to be removed on a regular basis.

6. A regular program of weed and pest control is to be established and followed. Pesticides and herbicides are to be applied only when needed and by a state licensed professional.

7. Bark mulch is to be reapplied as needed to ensure full coverage to maintain water retention in the soil and deter weed growth - see plan for depth of mulch.



Cobble at Drainage Curb Cut E



Not to Scale
02-M500A

Broadleaf Tree Planting with Triple Staking A

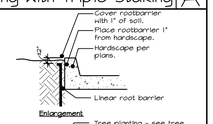
Linear root barrier symbol on plans:

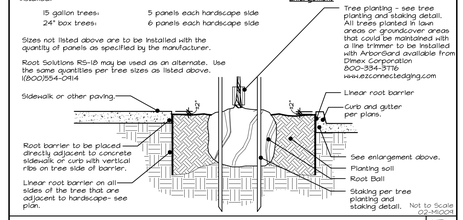
NOTE:
All trees denoted with the root barrier symbol are to have a linear DeepRoot 18" UB-2 root barriers installed during tree installation along the edge of the adjacent sidewalk or curb. The following number of panels are to be installed with each tree on each side as indicated by the plans per the size of tree as installed:

15 gallon trees:	5 panels each hardscape side
24" box trees:	6 panels each hardscape side

Sizes not listed above are to be installed with the quantity of panels as specified by the manufacturer.

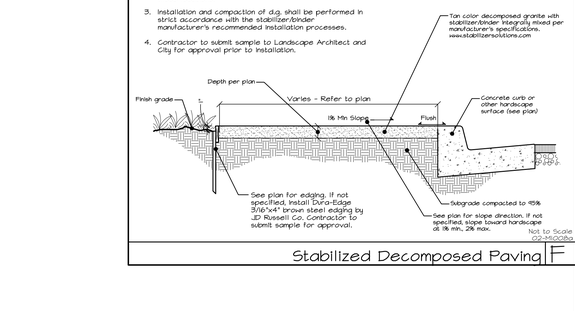
Root Solutions RS-18 may be used as an alternate. Use the same quantities per tree sizes as listed above. 1(800)554-0414





Not to Scale
02-M500B

Trunk Protection and Linear Root Barrier B



Not to Scale
02-M500A

Stabilized Decomposed Paving F

Notes:

1. Decomposed granite shall be compacted to 85% relative compaction by means of a 2 to 5-ton double-drum roller (with vibratory setting off) upon thorough moisture penetration.
2. Stabilized material shall not be placed within 5 feet of base of trees and shrubs - use non-stabilized material in these locations.
3. Installation and compaction of d.g. shall be performed in strict accordance with the stabilizer/binder manufacturer's recommended installation processes.
4. Contractor to submit sample to Landscape Architect and City for approval prior to installation.

Not to Scale
02-M500C

Shrub Planting C

Not to Scale
02-M500D

Groundcover Planting with Triangular Spacing D

DDW ACCEPTANCE SIGNATURES FOR SBWR PROJECT ID: CMP9046AP0

CITY OF MILPITAS	DATE: 3/26/2021
SBWR - SOUTH BAY WATER RECYCLING	DATE: 4/6/21
SWRCB - DIVISION OF DRINKING WATER	DATE:

See Sheet L5.3 for Recycled Water Notes and Details

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(209)532-3656

Deferred Submittal Landscape Plans

McCARTHY RANCH
1207 N. McCARTHY BOULEVARD
MILPITAS, CA 95035

DATE	DESCRIPTION
07.29.2020	DF LANDSCAPE SUBMITTAL
10.20.2020	DF LANDSCAPE RESUBMITTAL
11.25.2020	DF LANDSCAPE RESUBMITTAL
02.09.2021	DF LANDSCAPE RESUBMITTAL

REGISTERED LANDSCAPE ARCHITECT
Matthew S. Knoxla
03.31.23
Renewal Date
02.09.21
Date
STATE OF CALIFORNIA

Landscape Details and WELO Notes

L5.2

PROJECT NO: 19-2157

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SOUTH BAY WATER RECYCLING (SBWR) STANDARD NOTES FOR RECYCLED WATER SYSTEMS:

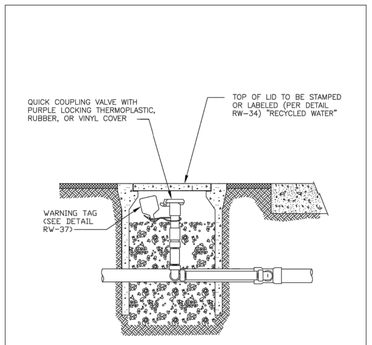
1. PRIOR TO RECEIVING RECYCLED WATER, THE SITE MUST BE PERMITTED BY SOUTH BAY WATER RECYCLING (SBWR). A PERMIT WILL BE GRANTED AFTER:
   - A. INSPECTION BY SBWR HAS BEEN COMPLETED SHOWING CONFORMANCE WITH SBWR RULES AND REGULATIONS (http://www.sanjoseca.gov/DocumentCenter/View/8603);
   - B. A FINAL ON-SITE INSPECTION HAS BEEN CONDUCTED TO CONFIRM THAT ALL REQUIREMENTS HAVE BEEN MET;
   - C. THE CUSTOMER HAS PROVIDED THE SBWR INSPECTOR WITH THE MOST CURRENT BACKFLOW PREVENTION DEVICE TEST REPORTS FOR ALL OF THE SITE'S POTABLE WATER AND FIRE SERVICE CONNECTIONS (AND ANY AUXILIARY WATER SOURCES).
   - D. SITE HAS PASSED REQUIRED CROSS-CONNECTION TEST PERFORMED BY A CERTIFIED AWWA CROSS-CONNECTION SPECIALIST;

   THE OWNER'S OR TENANT'S REPRESENTATIVE MUST ALSO COMPLETE A SITE SUPERVISOR TRAINING CLASS OFFERED BY SBWR IN ORDER TO RECEIVE A PERMANENT PERMIT. IN THE INTERIM BETWEEN CONNECTION AND TRAINING, THE TENANT OR OWNER WILL RECEIVE A TEMPORARY RECYCLED WATER PERMIT.

   CONTACT SBWR AT (408) 277-3671 FOR FURTHER INFORMATION.
2. ALL WORK SHALL CONFORM TO EXISTING REGULATIONS INCLUDING BUT NOT LIMITED TO:
   - A. SOUTH BAY WATER RECYCLING (SBWR) RULES AND REGULATIONS
   - B. STATE WATER RESOURCES CONTROL BOARD – DIVISION OF DRINKING WATER REGULATIONS
3. CHANGES MADE TO THE APPROVED IRRIGATION PLANS SHALL BE SUBMITTED TO SBWR FOR REVIEW AND APPROVAL AT LEAST 2 WEEKS PRIOR TO START OF CONSTRUCTION.
4. AT LEAST TWO DAYS PRIOR TO START OF CONSTRUCTION, CONTRACTOR AND SBWR INSPECTOR SHALL HOLD A PRE-CONSTRUCTION MEETING. TO SCHEDULE MEETING, CONTACT SBWR AT (408) 277-3671.
5. NOTIFY SBWR INSPECTOR A MINIMUM OF AT LEAST 24 HRS BEFORE WORK BEGINS. SBWR INSPECTOR MUST INSPECT AND/OR VERIFY:
   - A. PRESENCE OF PROPER BACKFLOW PREVENTION AT ALL POTABLE POINTS OF CONNECTION;
   - B. NEW UNDERGROUND PIPING (LABELING, CLEARANCES, BURIAL DEPTH, SLEEVING);
   - C. INSTALLATION OF SIGNS, TAGS, AND CONTROLLER DECALS;
   - D. REQUIRED TEMPORARY CONNECTION TO POTABLE WATER SERVICE; IN MOST CASES, THE SITE'S IRRIGATION SYSTEM MUST BE CONNECTED TO A TEMPORARY SOURCE OF POTABLE WATER IN ORDER TO CONDUCT REQUIRED CROSS-CONNECTION TEST;
   - E. SITE PASSED REQUIRED CROSS-CONNECTION TEST PERFORMED BY A CERTIFIED AWWA CROSS-CONNECTION SPECIALIST;
   - F. NEW METER INSTALLATION – PRIOR TO RECEIVING RECYCLED WATER, SBWR INSPECTOR MUST INSPECT THE DISCONNECTION OF THE SITE'S IRRIGATION SYSTEM FROM THE TEMPORARY POTABLE WATER SUPPLY, AND THEN INSPECT THE CONNECTION OF THE SYSTEM TO THE RECYCLED WATER METER.
6. NO CROSS-CONNECTIONS BETWEEN THE POTABLE AND RECYCLED WATER SYSTEMS ARE PERMITTED.
7. ALL ON-SITE BURIED RECYCLED WATER PIPING SHALL BE IDENTIFIED BY ONE OF THE FOLLOWING METHODS:
   - A. USING PURPLE-COLORED PVC PIPE WITH CONTINUOUS WORDING: "CAUTION – RECYCLED WATER" PRINTED ON OPPOSITE SIDES OF THE PIPE; PIPE SHALL BE LAID WITH WORDING FACING UPWARDS;
   - B. WARNING TAPE WITH A MINIMUM WIDTH OF 3 INCHES READING: "CAUTION – RECYCLED WATER" (IN BLACK OR WHITE LETTERING ON PURPLE BACKGROUND) SHALL RUN CONTINUOUSLY ON TOP OF PIPING AND SHALL BE ATTACHED TO PIPING WITH PLASTIC TAPE BANDED AROUND THE WARNING TAPE AND THE PIPE EVERY 5 FEET ON CENTER;
   - C. BLUE-COLORED PVC PIPE SHALL NOT BE USED UNLESS THE BLUE COLOR IS COMPLETELY OBSCURED BY ENCASEMENT OF THE PIPE WITH PURPLE POLYETHYLENE WRAP OR OTHER METHODS APPROVED BY SBWR.
8. PVC PIPE: CONSTANT-PRESSURE MAINLINE PIPING 1 1/2 INCHES AND SMALLER SHALL BE SCHEDULE 40; CONSTANT-PRESSURE MAINLINE PIPING 2 INCHES AND LARGER SHALL BE CLASS 315 OR C900 CLASS 200 DR 14; INTERMITTENT-PRESSURE LATERAL PIPING SHALL BE SCHEDULE 40 OR CLASS 200. BURIED COPPER PIPE SHALL BE TYPE "K".
9. ALL ON-SITE RECYCLED WATER PIPING SHALL BE BURIED TO A MINIMUM DEPTH FROM FINISHED GRADE TO TOP OF PIPE (MINIMUM COVER) OF:

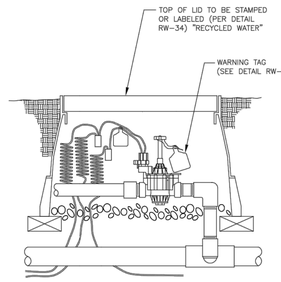
A. PRESSURIZED LINES 3 INCHES AND LARGER	24 INCHES
B. PRESSURIZED LINES 2 1/2 INCHES AND SMALLER	18 INCHES
C. INTERMITTENT-PRESSURE LINES	12 INCHES

10. ALL RECYCLED WATER PIPING OTHER THAN PVC PIPING WITH SOLVENT WELDED JOINTS SHALL BE PROTECTED AGAINST MOVEMENT WITH THRUST BLOCKS OR RESTRAINED JOINTS OR OTHER APPROVED METHOD PER SBWR DETAILS.
11. MAINTAIN A 10-FOOT HORIZONTAL SEPARATION BETWEEN BURIED PRESSURIZED RECYCLED WATER IRRIGATION PIPING AND BURIED POTABLE WATER PIPING UNLESS OTHERWISE NOTED. AT PIPE CROSSINGS, BURIED PRESSURIZED RECYCLED WATER IRRIGATION PIPING MUST BE 12 INCHES BELOW POTABLE WATER LINES. PRESSURIZED RECYCLED WATER PIPELINES ARE ALLOWED OVER POTABLE WATER PIPELINES WITH A MINIMUM OF 12 INCHES VERTICAL SEPARATION IF A FULL STANDARD PIPE LENGTH IS CENTERED OVER THE CROSSING, OR THE RECYCLED WATER PIPELINE IS INSTALLED IN A PIPE SLEEVE WHICH EXTENDS A MINIMUM OF 10 FEET ON EITHER SIDE OF THE POTABLE WATER PIPING. INTERMITTENTLY PRESSURIZED IRRIGATION LATERALS MAY BE LOCATED A MINIMUM OF 12 INCHES ABOVE POTABLE WATER PIPELINES WITHOUT SLEEVING.
12. ALL RECYCLED WATER SYSTEM REMOTE CONTROL VALVES, ISOLATION VALVES, QUICK COUPLING VALVES, STRAINERS, AND PRESSURE REDUCING VALVES SHALL BE INSTALLED BELOW GRADE IN VALVE BOXES. LIDS SHALL PERMANENTLY READ "RECYCLED WATER." GREEN, BLACK, OR PURPLE-COLORED PLASTIC BOXES AND LIDS, AND CONCRETE BOXES WITH CONCRETE OR METAL LIDS ARE ACCEPTABLE. FOR PLASTIC BOX LIDS, LETTERING SHALL BE IMPRINTED ON LID OR APPLIED USING A NAMEPLATE ATTACHED ONTO THE LID WITH RIVETS, SCREWS, OR BOLTS. FOR CONCRETE LIDS, LETTERING SHALL BE IMPRINTED ON LID FROM FACTORY. FOR CAST IRON AND METAL CHECKER PLATE LIDS, LETTERING MUST BE BEAD-WELDED OR PERMANENTLY STAMPED ONTO LID.
13. QUICK COUPLING VALVES SHALL HAVE PURPLE COVERS AND SHALL BE PER SBWR STANDARD DETAILS.
14. NO HOSE BIBS ARE ALLOWED ON THE RECYCLED WATER IRRIGATION SYSTEM. ANY EXTERIOR HOSE BIBS SERVED WITH POTABLE WATER MUST BE LABELED PER SBWR STANDARD DETAILS.
15. ALL RECYCLED WATER METERS, DEVICES, AND VALVES – E.G. ISOLATION VALVES, IRRIGATION CONTROLLERS, REMOTE CONTROL VALVES, PRESSURE REDUCING VALVES, QUICK COUPLING VALVES, FLOW SENSORS, ETC. – SHALL BE TAGGED PER SBWR STANDARD DETAILS.
16. LABEL ALL POTABLE WATER METERS AND ABOVE GROUND POTABLE WATER PIPES/ DEVICES (BACKFLOW PREVENTERS, HOSE BIBS, ETC.) WITH TAGS OR LABELS READING: "POTABLE WATER" IN BLACK LETTERS ON BLUE BACKGROUND, PER SBWR DETAILS.
17. ALL RECYCLED WATER IRRIGATION SYSTEMS SHALL HAVE THE FOLLOWING:
   - A. A SWING CHECK VALVE INSTALLED AS CLOSE AS PRACTICABLE TO THE RECYCLED WATER METER BOX (UNLESS OTHERWISE DIRECTED BY SBWR).
   - B. A WYE STRAINER (WITH A 20-MESH OR FINER SCREEN) INSTALLED IMMEDIATELY DOWNSTREAM OF THE SWING CHECK VALVE (IF NO SWING CHECK VALVE REQUIRED, THEN AS CLOSE AS PRACTICABLE TO THE RECYCLED WATER METER BOX).
   - C. A PRESSURE REDUCING VALVE INSTALLED IMMEDIATELY DOWNSTREAM OF THE STRAINER (UNLESS OTHERWISE DIRECTED BY SBWR).
   - D. THESE COMPONENTS SHALL BE INSTALLED WITH ISOLATION VALVES TO FACILITATE MAINTENANCE.
18. RECYCLED WATER ADVISORY SIGNS SHALL BE PER SBWR STANDARD DETAILS AND SHALL BE POSTED PER LOCATIONS SHOWN ON IRRIGATION PLANS.
19. INSTALLATION OF DIRECT INJECTION SYSTEMS ON THE RECYCLED WATER IRRIGATION SYSTEM IS NOT PERMITTED.
20. NO DRINKING FOUNTAINS OR EATING AREAS ARE ALLOWED IN THE APPROVED RECYCLED WATER USE AREA UNLESS ADEQUATELY PROTECTED FROM OVERSPRAY.
21. ALL RECYCLED WATER METERS WILL BE SET BY THE LOCAL WATER UTILITY AFTER:
   - A. THE SITE'S OWNER, DEVELOPER, OR CONTRACTOR HAS APPLIED FOR RECYCLED WATER SERVICE WITH THE LOCAL WATER UTILITY, THE WATER SERVICE AGREEMENT HAS BEEN APPROVED, AND ALL APPLICABLE FEES HAVE BEEN PAID.
   - B. THE WATER UTILITY HAS RECEIVED AUTHORIZATION FROM SBWR TO SET RECYCLED WATER METERS.
22. NO OVERSPRAY OR RUNOFF OF RECYCLED WATER IS ALLOWED ON ANY NON-APPROVED USE AREA. PONDING OF RECYCLED WATER DUE TO IRRIGATION IS NOT ALLOWED IN ANY AREA. UPON RECEIVING RECYCLED WATER, THE ON-SITE RECYCLED WATER IRRIGATION SYSTEM MUST PASS A COVERAGE TEST PERFORMED BY SBWR INSPECTOR.
23. CONTRACTOR SHALL SUBMIT AS-BUILT IRRIGATION PLANS TO SBWR.



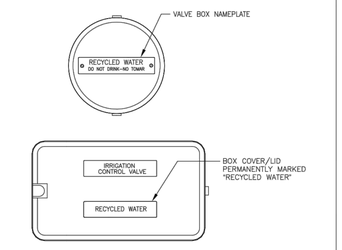
IDENTIFICATION OF QUICK COUPLING VALVE WITH WARNING TAG

SOUTH BAY WATER RECYCLING	RECYCLED WATER USE SITE IDENTIFICATION DETAILS
SCALE: NTS	RW-22



IDENTIFICATION OF REMOTE CONTROL VALVE WITH WARNING TAG

SOUTH BAY WATER RECYCLING	RECYCLED WATER USE SITE IDENTIFICATION DETAILS
SCALE: NTS	RW-32



IRRIGATION BOX COVERS/LIDS SHALL PERMANENTLY READ "RECYCLED WATER." FOR PLASTIC BOX COVERS/LIDS, LETTERING SHALL BE IMPRINTED ON LID OR APPLIED USING A NAMEPLATE ATTACHED ONTO THE COVER/LID WITH RIVETS, SCREWS, OR BOLTS. FOR CONCRETE COVERS/LIDS, LETTERING SHALL BE IMPRINTED ON LID FROM FACTORY. FOR CAST IRON AND METAL CHECKER PLATE COVERS/LIDS, LETTERING MUST BE BEAD-WELDED OR PERMANENTLY STAMPED ONTO LID.

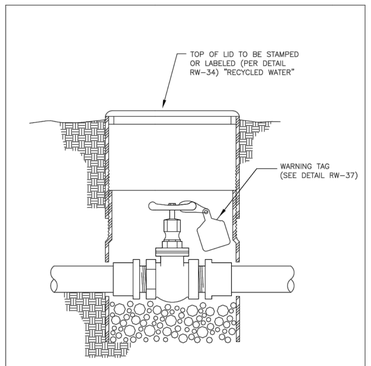
IDENTIFICATION OF IRRIGATION BOX COVERS/LIDS WITH "RECYCLED WATER"

SOUTH BAY WATER RECYCLING	RECYCLED WATER USE SITE IDENTIFICATION DETAILS
SCALE: NTS	RW-34

SAMPLE WARNING TAG. BACKGROUND PURPLE (PANTONE 512) WITH BLACK LETTERING.

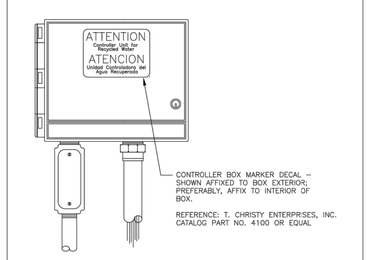
IDENTIFICATION OF RECYCLED WATER WARNING TAG

SOUTH BAY WATER RECYCLING	RECYCLED WATER USE SITE IDENTIFICATION DETAILS
SCALE: NTS	RW-37



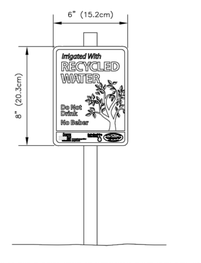
IDENTIFICATION OF ISOLATION GATE VALVE (3" OR SMALLER) WITH WARNING TAG

SOUTH BAY WATER RECYCLING	RECYCLED WATER USE SITE IDENTIFICATION DETAILS
SCALE: NTS	RW-31



IDENTIFICATION OF IRRIGATION SYSTEM CONTROLLER WITH ADVISORY WARNING DECAL

SOUTH BAY WATER RECYCLING	RECYCLED WATER USE SITE IDENTIFICATION DETAILS
SCALE: NTS	RW-33



MOUNT SIGN SO THAT IT CLEARS HEIGHT OF SURROUNDING PLANTS WHEN THEY MATURE

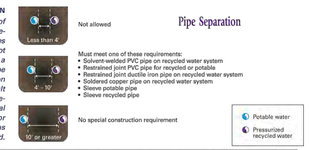
APPROVED SIGNS MAY BE OBTAINED FROM SOUTH BAY WATER RECYCLING CONTACT (408) 277-3671 FOR MORE INFORMATION

RECYCLED WATER ADVISORY SIGN

SOUTH BAY WATER RECYCLING	RECYCLED WATER USE SITE IDENTIFICATION DETAILS
SCALE: NTS	RW-36

HORIZONTAL SEPARATION

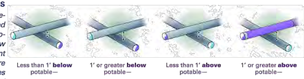
A minimum horizontal separation of ten feet between parallel, buried recycled and potable water pipelines should be maintained. If a ten-foot horizontal separation is not practical, a separation of at least four feet may be allowed subject to special construction conditions. (Designers should consult the Program for specific design requirements.) In no case is horizontal separation of less than four feet or construction in the same trench as potable facilities allowed.



VERTICAL SEPARATION AT CROSSINGS

Where a buried constant pressure recycled water pipeline crosses a buried potable water pipeline, it must be located a minimum of 12 inches below the potable water pipeline. Constant pressure recycled water pipelines are allowed over potable water pipelines with a minimum of 12 inches vertical separation if a full standard pipe length is centered over the crossing, or the recycled water pipeline is installed in a pipe sleeve which extends a minimum of 10 feet on either side of the potable water piping.

NOTE: Intermittently pressurized irrigation laterals may be located a minimum of 12 inches above potable water pipelines without sleeving.



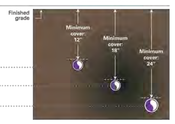
PIPE CLASS

Type of Recycled Water Piping	Size	Class
Constant pressure PVC	1.5" diameter and smaller; 2.0" diameter and larger	Schedule 40 or greater; Class 315 or greater
Intermittent pressure PVC lateral piping		Class 200 or greater
Copper piping		Type "K" or greater

DEPTH OF COVER AND THRUST BLOCKING

All on-site recycled water piping must be buried to a minimum depth from finished grade to top of pipe (minimum cover) according to the schedule at right:

Type of Recycled Water Piping	Minimum Cover
Intermittent pressure All sizes	12"
Constant pressure 2.5" diameter and smaller	16"
Constant pressure 3" diameter and larger	24"



All recycled water piping other than PVC piping with solvent welded joints must be protected against movement with thrust blocks or restrained joints or other approved methods conforming to the UPC Section 609.1.4.

Detail RW-RNR1

DDW ACCEPTANCE SIGNATURES FOR SBWR PROJECT ID:CMP9046AP0

CITY OF MILPITAS — DATE: 3/26/2021

SBWR - SOUTH BAY WATER RECYCLING — DATE: 4/6/21

SWRCB - DIVISION OF DRINKING WATER — DATE:

Note: The above provided notes and details are standard on-site irrigation requirements and shall be adhered to. They shall take precedence over other notes and details on the plans.

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(209)532-3956

Deferred Submittal Landscape Plans
McCARTHY RANCH
1207 N. McCARTHY BOULEVARD
MILPITAS, CA 95035

DATE	DESCRIPTION
07.29.2020	DF LANDSCAPE SUBMITTAL
10.20.2020	DF LANDSCAPE RESUBMITTAL
11.25.2020	DF LANDSCAPE RESUBMITTAL
02.09.2021	DF LANDSCAPE RESUBMITTAL

LICENSED LANDSCAPE ARCHITECT — KEVIN K. THREET — 03.31.23 Renewal Date — 02.09.21 Date — STATE OF CALIFORNIA

Landscape Details

L5.3

PROJECT NO: 19-[illegible]

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C:\USERS\MATT.KNOXLA\APPDATA\LOCAL\TEMP\ACPUBLISH_62768\BASE2157-ONSITE-DEFR5.DWG (02-10-21 8:03:06AM) Plotted by: Matt

LANDSCAPE PACKET #

CITY OF MILPITAS
WATER CONSERVATION CONCEPT STATEMENT

Project Name: FLoor and Decor

Project Address/Location: 1585 North McCarthy Boulevard	Water Meter Serial Number (Provide existing or later with certificate of completion):

Landscape Architect/Irrigation Designer - Separate Water Conservation Concept Statements shall be submitted for each irrigation meter.

Included in this project submittal package are (Check ( ) to indicate completion):

☐ total area 40,023 square feet

☐ 1. Maximum Applied Water Allowance (MAWA):
- New/Rehabilitated Landscapes 524,821.6 Gallons/year
- •• Existing Landscapes, if applicable 0 Gallons/year
- TOTAL MAWA 524,821.6 Gallons/year

☐ 2. Estimated Applied Water Use (EAWU):
- New/Rehabilitated Landscapes 442,086.2 Gallons/year
- •• Existing Landscapes, if applicable 0 Gallons/year
- TOTAL EAWU 442,086.2 Gallons/year

☐ 2a. Estimated Amount of Water Expected from Effective Precipitation •: 0 Gallons/year

☐ 3. Estimated Total Water Use (ETWU):
- New/Rehabilitated Landscapes 442,086.2 Gallons/year
- •• Existing Landscapes, if applicable 0 Gallons/year
- TOTAL ETWU 442,086.2 Gallons/year

NOTES: • If the design assumes that a part of the Estimated Total Water Use will be provided by precipitation, the Effective Precipitation Disclosure Statement in VIII-5-5.00 shall be completed and submitted. The Estimated Amount of Water Expected from Effective Precipitation shall not exceed 25 percent of the local annual mean precipitation (average rainfall).

•• To determine gallons/year for existing landscaping, contact the Public Works Department, Land Development Engineering Section. This value shall be the same in items 1, 2, and 3 above.

☐ 4.	Landscape Design Plan	Sheets: L4.1-L4.2
☐ 5.	Irrigation Design Plan	Sheets: L3.1-L3.2
☐ 6.	Irrigation Schedule	Sheet: L5.4
☐ 7.	Maintenance Schedule	Sheet: L5.2
☐ 8.	Landscape Irrigation Audit Schedule	Sheet: L5.2
☐ 9.	Grading Design Plan	See Civil Engineer's plans
☐ 10.	Soil Specification	Sheet: L5.2

Description of Project: Briefly describe the planning and design actions that are intended to achieve conservation and efficiency in water use.

Use of drought tolerant plant species, drought tolerant turf species and mulch were used in order to limit water requirements. Irrigation was zoned for plant type and exposure in order to allow for efficient irrigation of microclimates on site. Overhead irrigation was limited to increase overall irrigation efficiency.

Prepared by: ASH Checked by: MBH Date: 07/27/20

South Bay Water Recycling
Recommendation for Approval — Date

Department of Health Services Approval — Date

CERTIFICATE OF COMPLETION IS REQUIRED PRIOR TO OCCUPANCY.

EFFECTIVE PRECIPITATION DISCLOSURE STATEMENT

I certify that I have informed the project owner and developer that this project depends on _____ gallons of effective precipitation per year. This represents _____ percent of the local mean precipitation of _____ inches per year.

I have based my assumptions about the amount of precipitation that is effective upon:

I certify that I have informed the project owner and developer that in times of drought, there may not be enough water available to keep the entire landscape alive.

Licensed or Certified Landscape Professional — Date

I certify that I have been informed that in times of drought, there may not be enough water available to keep the entire landscape alive.

Owner/Developer — Date

Water Efficient Landscape Worksheet

Reference Evapotranspiration (ETO) - 47.0

Hydro-zone	Planting Type	Plant Factor	Irrigation Method	Irrig. effic.	ETAF	Hydrozone Area (square feet)	ETAF x Area (square feet)	Percentage of Landscape	ETWU
Regular Landscape Areas									
1	Bio. Shrubs	0.3	Drip Emitters	.81	.37	5,910 sf	2,188.9	14.8%	63,784.2
2	Shrubs	0.3	Drip Emitters	.81	.37	31,177 sf	11,917.4	80.4%	347,273.3
3	Trees	0.5	Root Bubblers	.81	.62	1,725 sf	1,064.8	4.3%	31,028.7
4	Non-Irrg. Cobble	0	None	1	0	211 sf	0.0	0.5%	0.0
					Total Ornamental	40,023 sf	15,171	100%	442,086.2 gal.
Special Landscape Area - SLA									
None	None	-	-	-	1	0 sf	0	0	0
					Total SLA	0 sf	0	0%	0 gal.
								ETWU Total	442,086.2 gal.
								Maximum allowed water allowance (MAWA)	524,821.6 gal.

ETAF Calculations

Regular Landscape Areas (all landscape areas)

Total ETAF x Area	15,171
Total Area	40,023 sf
Average (sitewide) ETAF	0.38

IRRIGATION SCHEDULE

			OPERATING	X/X = NUMBER OF CYCLES / MINUTES PER CYCLE													
STA	Irrig Typ	GPM	PRESSURE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	ANN GAL	ANN CU FT
1	Drip	14.1	20	0/0	0/0	10/22	11/27	12/29	14/29	15/28	14/27	12/24	10/22	6/19	0/0	37,929.0	5,070.4
2	Drip	9.37	20	0/0	0/0	10/22	11/27	12/29	14/29	15/28	14/27	12/24	10/22	6/19	0/0	25,205.3	3,369.5
3	Drip	4.82	20	0/0	0/0	10/22	11/27	12/29	14/29	15/28	14/27	12/24	10/22	6/19	0/0	12,965.8	1,733.3
4	Drip	19.8	20	0/0	0/0	10/30	11/40	12/40	14/40	15/40	14/38	12/34	10/30	6/27	0/0	74,773.9	9,995.9
5	Drip	16.5	20	0/0	0/0	10/30	11/40	12/40	14/40	15/40	14/38	12/34	10/30	6/27	0/0	62,311.6	8,328.9
6	Drip	12.6	20	0/0	0/0	10/30	11/40	12/40	14/40	15/40	14/38	12/34	10/30	6/27	0/0	47,583.4	6,361.0
7	Drip	14.5	20	0/0	0/0	10/30	11/40	12/40	14/40	15/40	14/38	12/34	10/30	6/27	0/0	54,758.7	7,320.2
8	Drip	16.6	20	0/0	0/0	10/30	11/40	12/40	14/40	15/40	14/38	12/34	10/30	6/27	0/0	62,689.2	8,380.4
9	Bubbler	12	20	0/0	0/0	3/11	4/11	5/10	5/12	5/13	5/12	4/11	3/11	2/9	0/0	4,916.4	657.2
10	Bubbler	14	20	0/0	0/0	3/11	4/11	5/10	5/12	5/13	5/12	4/11	3/11	2/9	0/0	5,735.8	766.8
11	Bubbler	16	20	0/0	0/0	3/11	4/11	5/10	5/12	5/13	5/12	4/11	3/11	2/9	0/0	6,555.3	876.3
12	Bubbler	14	20	0/0	0/0	3/11	4/11	5/10	5/12	5/13	5/12	4/11	3/11	2/9	0/0	5,735.8	766.8
13	Bubbler	12	20	0/0	0/0	3/11	4/11	5/10	5/12	5/13	5/12	4/11	3/11	2/9	0/0	4,916.4	657.2
GAL				0	0	32,717.1	45,226.5	51,962.4	60,622.8	64,471.9	57,736.0	43,302.0	32,717.1	17,320.8	0	406,076.6	
CU FT				0	0	4,373.7	6,045.9	6,946.4	8,104.1	8,618.7	7,718.2	5,788.7	4,373.7	2,315.5	0		54,284.7

IRRIGATION MAINTENANCE SCHEDULE SAMPLE

1. Landscapes shall be maintained to ensure water efficiency. A regular maintenance schedule shall include but not be limited to checking, adjusting, and repairing irrigation equipment; resetting replenishing mulch; fertilizing; pruning; and weeding in all landscape areas.
2. Whenever possible, repair of the irrigation equipment shall be done with the originally specified materials or their equivalents.

IRRIGATION AUDIT SCHEDULE SAMPLE

1. At a minimum, audits shall be in accordance with the state of California Landscape Auditor Handbook.
2. Audits shall be conducted by a State Certified Landscape Irrigation Auditor at least once every five years and submitted to the local water purveyor.

SOIL SPECIFICATION / ANALYSIS SAMPLE

1. Provide soil specifications if import soil or provide soil analysis if using on site soil. The soil information must include: Soil texture (% of organic matter), infiltration rate(or estimated range), PH & total soluble salts, indicate if mulch, soil amendments or other material will be used or required.

CITY OF MILPITAS - WATER EFFICIENT LANDSCAPES
CERTIFICATE OF SUBSTANTIAL COMPLETION

Date:	** Water Meter Register # (Enter When Meter Is Set):	
Project Name: 1207 N McCarthy Blvd	Bldg. Permit # (if applicable):	Permit Issuance Date:

Name of Project Applicant: Evan Sockalosky		Telephone No: 408-496-0676	Fax No:408-496-1121
Title: Principal	Company: Arc Tec, Inc.	Email Address: evans@arctecinc.com	
Street Address: 1731 Technology Dr. Suite 750		City: San Jose	State: CA Zip Code: 95113
Project Address/Location: 1207 North McCarthy Boulevard		Parcel, Tract, or Lot Number: APN: --	
City: Milpitas	State: CA Zip Code: 95053		
Name of Property Owner: Joey McCarthy		Telephone No: 408-358-5058	Fax No: NA
Title: Owner	Company: The McCarthy Ranch, LP	Email Address: joeym@mccarthyranch.com	
Street Address: 221 Los Gatos Saratoga Road		City: Los Gatos	State: CA Zip Code: 95030
Name of Designer/Landscape Architect: Matt Hawks		Telephone No: 209-532-2856	Fax No: 209-532-9510
Title: Principal	Company: KLA, Inc	Email Address: matt@kla-ca.com	
Street Address: 151 N. Norlin Street		City: Sonora	State: CA Zip Code: 95370

Preliminary Project Documentation Submitted: (Check ( ) to indicate completion):

☐ total area _____ square feet

☐ 1.	Total Maximum Applied Water Allowance (MAWA):	_____ Gallons/year
☐ 2.	Total Estimated Applied Water Use (EAWU):	_____ Gallons/year
☐ 2a.	Estimated Amount of Water Expected from Effective Precipitation:	_____ Gallons/year
☐ 3.	Total Estimated Total Water Use (ETWU):	_____ Gallons/year

NOTE: * If the design assumes that a part of the Estimated Total Water Use will be provided by precipitation, the Effective Precipitation Disclosure Statement in VIII-5-5 shall be completed and submitted. The Estimated Amount of Water Expected from Effective Precipitation shall not exceed 25 percent of the local annual mean precipitation (average rainfall).

☐ 4.	Landscape Design Plan	☐ 8.	Landscape Irrigation Audit Schedule
☐ 5.	Irrigation Design Plan	☐ 9.	Grading Design Plan
☐ 6.	Irrigation Schedule	☐ 10.	Soil Analysis
☐ 7.	Maintenance Schedule		

Post-Installation Inspection: (Check ( ) to indicate completion):

- ☐ A. Plants installed as specified
- ☐ B. Irrigation system installed as designed
  - ☐ dual distribution system for recycled water
  - ☐ minimal runoff or overspray
- ☐ C. Landscape Irrigation Audit performed

Project submittal package and a copy of this certification has been provided to property owner/manager and local water agency.

Comments:

I/we certify that work has been installed in accordance with the contract documents.

Contractor

℮ Signature Date State License Number

I/we certify that based upon periodic site observations, the work has been substantially completed in accordance with the Water Efficient Landscape Ordinance and that the landscape planting and irrigation conform with the approved plans and specifications.

Landscape Architect, Irrigation Designer or Licensed or Certified Professional in Horticulture or in a field related to Horticulture.

℮ Signature Date State License Number

I/we certify that I/we have received all of the contract documents and that it is our responsibility to see that the project is maintained in accordance with the contract documents.

Owner

℮ Signature Date

℮ Must sign in order for City to accept certificate.
**** Must fill: Inspector & contractor to verify register #, this must be done before occupancy**

DDW ACCEPTANCE SIGNATURES FOR SBWR PROJECT ID: CMP9046AP0

CITY OF MILPITAS — DATE: 3/26/2021

SBWR - SOUTH BAY WATER RECYCLING — DATE: 4/6/21

SWRCB - DIVISION OF DRINKING WATER — DATE:

See Sheet L5.3 for Recycled Water Notes and Details

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San Jose, CA 95110 408.496.0676

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KLA
LANDSCAPE ARCHITECTURE PLANNING
www.kla-ca.com
151 N. Norlin St., Sonora, CA 95370
(209)532-3656

Deferred Submittal Landscape Plans
McCARTHY RANCH
1207 N. McCARTHY BOULEVARD
MILPITAS, CA 95035

DATE	DESCRIPTION
07.29.2020	DF LANDSCAPE SUBMITTAL
10.20.2020	DF LANDSCAPE RESUBMITTAL
11.25.2020	DF LANDSCAPE RESUBMITTAL
02.09.2021	DF LANDSCAPE RESUBMITTAL

REGISTERED LANDSCAPE ARCHITECT — MATTHEW B. HAWKS III
03.31.23 Expiration Date
02.09.21 Date
STATE OF CALIFORNIA

WELO Notes and Calculations

L5.4

PROJECT NO: 19-[illegible]

C:\Users\Matt.KNOXLA\AppData\Local\Temp\AcPublish_62768\Base2157-Onsite-Defr5.dwg - Feb 10, 2021, 8:03am - Matt

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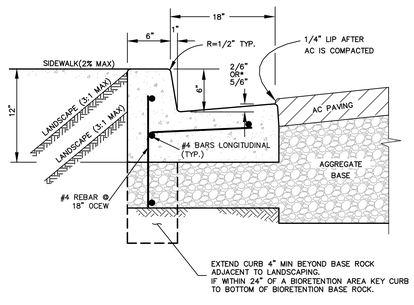
Appendix 5.15

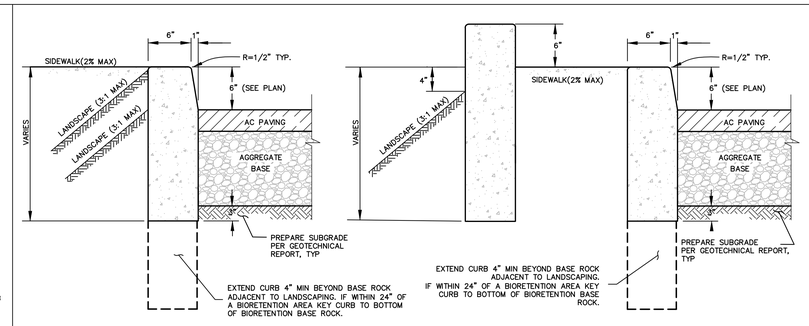
Civil Bioretention Area Detail



1. CONTROL JOINTS SHALL BE PLACED AT 10' X 10' OR RECOMMENDED BY THE STRUCTURAL ENGINEER.
2. PREPARE SUBGRADE PER GEOTECHNICAL REPORT.
3. IF CURB IS WITHIN 24" OF A BIORETENTION AREA, CONFIRM SECTION & DESIGN WITH GEOTECHNICAL & CIVIL ENGINEER. NO CURB IS WITHIN 24" OF BIORETENTION AREA PER SI PACKAGE.
4. *FLOWLINE TO GUTTER DIFFERENCE IN ELEVATION SHALL BE 2" EXCEPT WHEN IN ADA PARKING AREAS, WHERE IT SHALL BE 2".*

NOT TO SCALE

1 VERTICAL CURB & GUTTER



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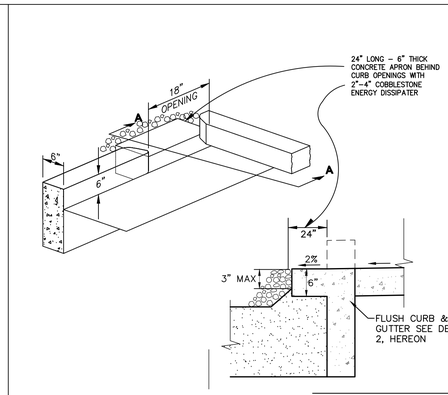
3. IF CURB IS WITHIN 24" OF A BIORETENTION AREA, CONFIRM SECTION & DESIGN WITH GEOTECHNICAL & CIVIL ENGINEER. NO CURB IS WITHIN 24" OF BIORETENTION AREA PER SI PACKAGE.

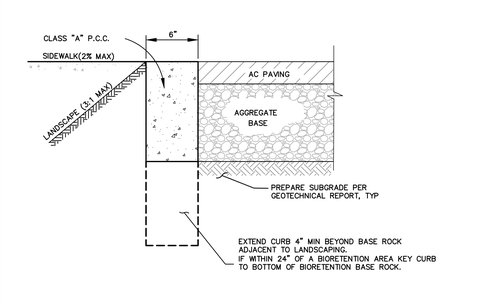
NOT TO SCALE

2 6" VERTICAL CURB



NOT TO SCALE

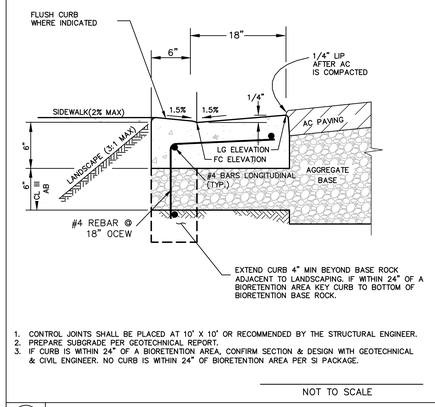
3 CURB CUT/OPENING



1. CONTROL JOINTS SHALL BE PLACED AT 10' X 10' OR RECOMMENDED BY THE STRUCTURAL ENGINEER.
2. PREPARE SUBGRADE PER GEOTECHNICAL REPORT.
3. IF CURB IS WITHIN 24" OF A BIORETENTION AREA, CONFIRM SECTION & DESIGN WITH GEOTECHNICAL & CIVIL ENGINEER. NO CURB IS WITHIN 24" OF BIORETENTION AREA PER SI PACKAGE.

NOT TO SCALE

4 FLUSH CURB



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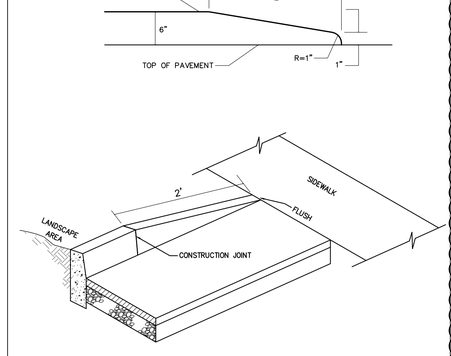
2. PREPARE SUBGRADE PER GEOTECHNICAL REPORT.
3. IF CURB IS WITHIN 24" OF A BIORETENTION AREA, CONFIRM SECTION & DESIGN WITH GEOTECHNICAL & CIVIL ENGINEER. NO CURB IS WITHIN 24" OF BIORETENTION AREA PER SI PACKAGE.

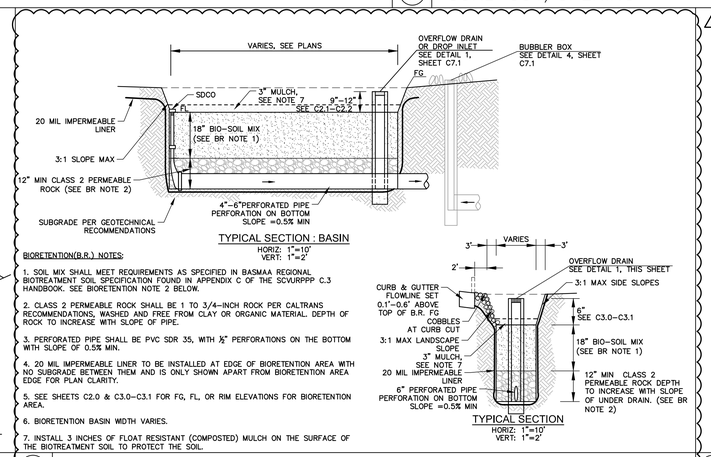
NOT TO SCALE

5 FLUSH CURB & GUTTER



NOT TO SCALE

6 0–6" CURB TRANSITION

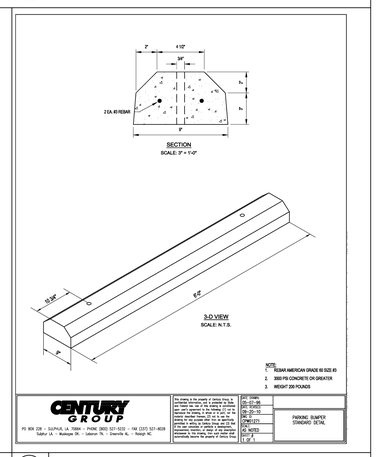


BIORETENTION(B.R.) NOTES:

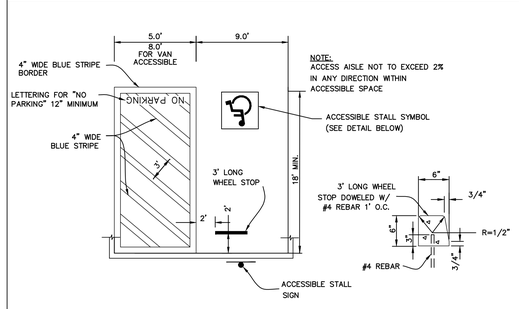
1. SOIL MIX SHALL MEET REQUIREMENTS AS SPECIFIED IN BASMAA REGIONAL BIOTREATMENT SOIL SPECIFICATION FOUND IN APPENDIX C OF THE SCVURPPP C.3 HANDBOOK. SEE BIORETENTION NOTE 2 BELOW.
2. CLASS 2 PERMEABLE ROCK SHALL BE 1 TO 3/4–INCH ROCK PER CALTRANS RECOMMENDATIONS, WASHED AND FREE FROM CLAY OR ORGANIC MATERIAL. DEPTH OF ROCK TO INCREASE WITH SLOPE OF PIPE.
3. PERFORATED PIPE SHALL BE PVC SDR 35, WITH ½" PERFORATIONS ON THE BOTTOM WITH SLOPE OF 0.5% MIN.
4. 20 MIL IMPERMEABLE LINER TO BE INSTALLED AT EDGE OF BIORETENTION AREA WITH NO SUBGRADE BETWEEN THEM AND IS ONLY SHOWN APART FROM BIORETENTION AREA EDGE FOR PLAN CLARITY.
5. SEE SHEETS C2.0 & C3.0–C3.1 FOR FG, FL, OR RIM ELEVATIONS FOR BIORETENTION AREA.
6. BIORETENTION BASIN WIDTH VARIES.
7. INSTALL 3 INCHES OF FLOAT RESISTANT (COMPOSTED) MULCH ON THE SURFACE OF THE BIOTREATMENT SOIL TO PROTECT THE SOIL.

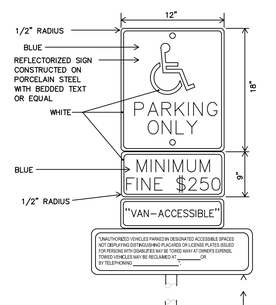
7 BIORETENTION BASINS

8 NOT USED

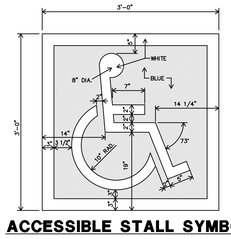


9 WHEEL STOP





NOTE: SIGN TO BE CENTERED ON THE INTERIOR END OF PARKING SPACE UNLESS OTHERWISE SHOWN OR NOTED



ACCESSIBLE STALL SYMBOL

NOTE:
1) BLANK SPACES SHALL BE FILLED IN W/ APPROPRIATE INFORMATION AS A PERMANENT PART OF SIGN.

2) LETTERING SHALL BE AT LEAST 1" IN HEIGHT.

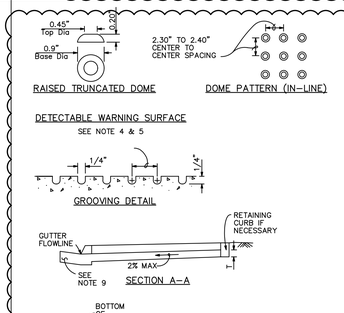
3) ACCESSIBLE PARKING SIGNS SHALL CONFORM WITH CURRENT ADA AND CALIFORNIA ACCESSIBLE TITLE-24 CODES AND REGULATIONS CBC 1129 B.5.

4) THE SIGN IS TO BE PLACED IN A CONSPICUOUS PLACE PER 11B-502.8 EITHER AT EACH ENTRANCE TO THE SITE OR AT EACH PARKING SPACE.

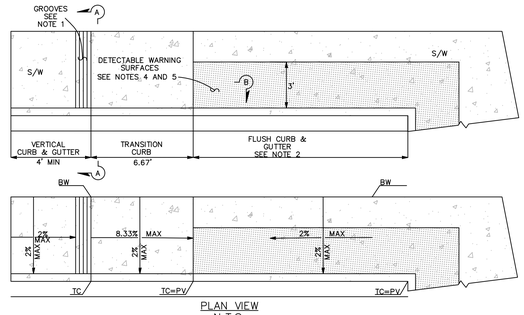
VAN ACCESSIBLE PARKING SPACE SIGN

NOT TO SCALE

10 PRIVATE ACCESSIBLE PARKING STALL



NOTES:
1. THE CURB RAMP SHALL BE OUTLINED, AS SHOWN, WITH A 1'–0" WIDE BORDER WITH ¼" GROOVES AND ½" ON CENTER. SEE GROOVING DETAIL.
2. TRANSITIONS FROM RAMPS AND LANDING TO WALKS, GUTTERS OR STREETS SHALL BE FLUSH AND FREE OF ABRUPT CHANGES.
3. MAXIMUM SLOPES OF ADJOINING GUTTERS, THE ROAD SURFACE IMMEDIATELY ADJACENT TO THE CURB RAMP OR ACCESSIBLE ROUTE SHALL NOT EXCEED 5 PERCENT WITHIN 4'–0" OF THE TOP AND BOTTOM OF THE CURB RAMP AND SHALL NOT EXCEED 2 PERCENT CROSS SLOPES.
4. CURB RAMPS SHALL HAVE A DETECTABLE WARNING SURFACE THAT EXTENDS THE FULL WIDTH AND 3'–0" DEPTH OF THE RAMP. DETECTABLE WARNING SURFACES SHALL CONFORM TO THE DETAILS ON THIS PLAN AND THE REQUIREMENTS IN THE SPECIAL PROVISIONS.
5. TRUNCATED DOMES SHALL BE COLOR YELLOW.
6. THE EDGE OF THE DETECTABLE WARNING SURFACE NEAREST THE STREET SHALL BE BETWEEN 6" AND 8" FROM THE GUTTER FLOWLINE.
7. SIDEWALK AND RAMP THICKNESS, "T", SHALL BE 3½" MINIMUM.
8. UTILITY PULL BOXES, MANHOLES, VAULTS AND ALL OTHER UTILITY FACILITIES WITHIN THE BOUNDARIES OF THE CURB RAMP WILL BE RELOCATED OR ADJUSTED TO GRADE BY THE OWNER PRIOR TO, OR IN CONJUNCTION WITH, CURB RAMP CONSTRUCTION.
9. VERTICAL CURB, SEE DETAIL 2, HEREON
10. TRANSITION CURB, SEE DETAIL 6, HEREON
11. FLUSH CURB, SEE DETAIL 4, SHEET HEREON



11 CURB RAMP AND DETECTABLE WARNING SURFACE

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ARCHITECTURAL TECHNOLOGIES
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California
1731 Technology Drive, Suite 750
San Jose, CA 95110 408.496.0676

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A Site Improvement For:
McCARTHY RANCH
1207 N. McCARTHY BOULEVARD
MILPITAS, CA 95035

DATE	DESCRIPTION
07.30.2020	BUILDING DEPT. SUBMITTAL
⚠1 10.26.2020	BUILDING DEPT. RESUBMITTAL

REGISTERED PROFESSIONAL ENGINEER
CHARROK CHU
C 83189
CIVIL
STATE OF CALIFORNIA

CONSTRUCTION DETAILS

C7.0

PROJECT NO: 20190629

PCN: B-SI20-0015

© 2019 BKF Engineers, McCarthy_Ranch.dwg PLOTTED:10/26/2020 BY:CHRISTOPHER CHU

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Approve and Authorize the City Manager to Execute Amendment No. 2 to the Rental Agreement with PSI Water Technologies Inc. for the Rental of a Monoclor RCS Trailer for a total Amount Not-to-Exceed $106,380.00.**
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	8/17/2021
Staff Contact:	**Tony Ndah, Public Works Director, 408-586-2602**
Recommendation:	Approve and authorize the City Manager to execute Amendment No. 2 of the Rental Agreement with PSI Water Technologies Inc. for the rental of a Monoclor RCS Trailer for a total amount not-to-exceed $106,380.00.

Background:
On October 27, 2020, the City entered into an agreement with PSI Water Technologies Inc. in the amount of $38,880.00 for the rental of a Monoclor Residual Control System (RCS) trailer for use at Gibraltar Water Pump Station (641 Gibraltar Court). Amendment No. 1 with PSI Water Technologies Inc. was executed to extend the term for the rental agreement to August 31, 2021, and to amend the monthly rental amount from $6,000.00 a month to $4,500.00 a month, for a total of $22,500.00, resulting in a total amount not-to-exceed $61,380.00 for the agreement.

The Monoclor RCS is an automated disinfectant boosting system that gives operators the ability to set and control disinfectant residual levels in water storage tanks and key locations in the distribution system. The Monoclor RCS utilizes advanced water quality sensors, powerful active mixing, an automated chemical feed system, and advanced control algorithms to set and maintain disinfectant residual levels in water storage tanks and the distribution system.

Previously, the City's Water Systems Operator would perform the water quality chloramination work manually, spending a minimum of 30 hours a year to perform the same work. The mobile chloramination trailer system is mostly automated and replaces the need for manual treatment that occurs now, saving staff hours and manual pumping costs associated with the manual treatment, while also providing higher, more consistent water quality, and allowing higher volume storage, improving the City's emergency response capacity and readiness.

Utilizing the mobile chloramination trailer achieves efficiency savings by allowing the Water Systems Operator to focus more on regular maintenance work.

Analysis:
On June 1, 2021, the City Council approved and adopted the Fiscal Year 2021-2022 operating budget which included the recommendation to provide one-time funding for the rental of a water quality chloramination trailer for 12 months to allow the Public Works Department adequate time to continue to evaluate the performance of the unit before purchasing. Any costs required for the purchase of the unit will be evaluated and considered as part of the Fiscal Year 2022-2023 annual budget process.

Therefore, staff recommends the City Council approve Amendment No. 2 with PSI Water Technologies Inc. to further extend the term period date from August 31, 2021 to June 30, 2022 for a total amount of $45,000, which would result in a total not-to-exceed amount $106,380.00.

Policy Alternatives:

Alternative 1: Direct City staff to revert to performing water quality chloramination work manually.

Pros: Proposed funding for the rental of the unit could be used for other services.
Cons: Staff would not have the opportunity to evaluate the benefits of using the water quality chloramination trailer.

Reason not recommended: Utilizing the mobile chloramination trailer will achieve efficiency savings by allowing the Water Systems Operator to focus on more regular maintenance work. In addition, this will result in the savings of electrical pumping costs, potentially as much as 85% less than what is being paid now.

Fiscal Impact:
This amendment would be funded from the Fiscal Year 2021-2022 operations budget of the Public Works Department for an amount not to exceed $54,000.00, for a total amount not-to-exceed $106,380.00.

California Environmental Quality Act:
By the definition provided in the California Environmental Quality Act (CEQA) Guidelines Section 15378, this action does not qualify as a "project" for the purpose of CEQA as this action has no potential to result in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

Recommendation:
Approve and authorize the City Manager to execute Amendment No. 2 of the Rental Agreement with PSI Water Technologies Inc. for the rental of a Monoclor RCS Trailer for a total amount not-to-exceed $106,380.00.

Attachments:
1. Amendment No. 2 with PSI Water Technologies Inc.
2. Final Amendment No. 1 with PSI Water Technologies Inc.

AMENDMENT NO. 2
TO THE AGREEMENT
WITH
PSI WATER TECHNOLOGIES INC.
FOR
MONOCLOR RCS TRAILER RENTAL

This Amendment No. 2 is entered into as of _____, (the "Effective Date") by and between the City of Milpitas, a municipal corporation of the State of California (hereinafter referred to as "City") and PSI Water Technologies, Inc., a California corporation (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Amendment No. 2.

RECITALS:

WHEREAS, on October 27, 2020, the Parties entered into a Rental Agreement for the rental of a Monoclor RCS trailer, with a rental amount of $6,000 per month , and a term period of January 1, 2021 through March 31, 2021 ("the Rental Agreement"); and

WHEREAS, the parties entered into Amendment No. 1 to amend the Rental Agreement to extend the term period date from March 31, 2021 to August 31, 2021; and

WHEREAS, the Parties now wish to further amend the Rental Agreement to extend the term period date from August 31, 2021 to June 30, 2022, and to add a rental amount of $4,500 per month for the new extended term period.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the Parties agree to amend the Rental Agreement as follows:

1. **Monthly Rental Fee**

The Rental Agreement Monthly Rental Fee is hereby amended to $4,500.00 per month for the period of January 1, 2021 to June 30, 2022. The total contract amount is increased to one hundred six dollars three hundred eighty dollars ($106,380)

2. **Effective Date of Rental Agreement/Term Period**

The Rental Agreement Effective Date of Rental/Term Period is hereby amended to be extended from January 1, 2021 to June 30, 2022.

2. Except as amended by this Amendment No. 2, all provisions of the Rental Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 2, whenever the term "Agreement" appears in the Rental Agreement, it shall mean the Rental Agreement as amended by this Amendment No. 2.

[SIGNATURES ON FOLLOWING PAGE]

This Amendment No. 2 is executed 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:

_____
Lauren Lai, CPA, MPA
Finance Director/Risk Manager

Approved As to Content:

_____
Tony Ndah, Public Works Director

PSI WATER TECHNOLOGIES, INC.

_____
Signature

_____
Name

_____
Title

_____
Date

DocuSign Envelope ID: 5E9B3D03-B6AF-456C-AFF5-6A45A17F5336

AMENDMENT NO. 1 TO THE AGREEMENT WITH PSI WATER TECHNOLOGIES INC. FOR MONOCLOR RCS TRAILER RENTAL

This Amendment No. 1 is entered into as of Jun-15-2021, (the "Effective Date") by and between the City of Milpitas, a municipal corporation of the State of California (hereinafter referred to as "City") and PSI Water Technologies, Inc., a California corporation (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Amendment No. 1.

RECITALS:

WHEREAS, on October 27, 2020, the Parties entered into a Rental Agreement for the rental of a Monoclor RCS trailer, with a rental amount of $6,000 per month , and a term period of January 1, 2021 through March 31, 2021 ("the Rental Agreement"); and

WHEREAS, the Parties now wish to amend the Rental Agreement to extend the term period date from March 31, 2021, 2021 to August 31, 2021, and to add a rental amount of $4,500 per month for the new extended term period. This will allow time for the City to obtain City Council approval to extend the Rental Agreement further through June 30, 2022.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the Parties agree to amend the Rental Agreement as follows:

1. **Monthly Rental Fee**

   The Rental Agreement Monthly Rental Fee is hereby amended to $4,500.00 per month for the period of April 1, 2021 to August 31, 2021.

2. **Effective Date of Rental Agreement/Term Period**

   The Rental Agreement Effective Date of Rental/Term Period is hereby amended to be extended from January 1, 2021 to August 31.2021.

3. Except as amended by this Amendment No. 1, all provisions of the Rental Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 1, whenever the term "Agreement" appears in the Rental Agreement, it shall mean the Rental Agreement as amended by this Amendment No. 1.

[SIGNATURES ON FOLLOWING PAGE]

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This Amendment No. 1 is executed as of the date first written above.

CITY OF MILPITAS

Approved By:

DocuSigned by:

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Steven G. McHarris, City Manager

Jun-15-2021

Date

Approved As To Form:

DocuSigned by:

Christopher J. Diaz

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Christopher J. Diaz, City Attorney

Approved:

DocuSigned by:

Lauren Lai

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Lauren Lai, CPA, MPA
Finance Director/Risk Manager

Approved As to Content:

DocuSigned by:

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Tony Ndah, Public Works Director

PSI WATER TECHNOLOGIES, INC.

DocuSigned by:

Guy Chadwell, Vice President and General Manage

583FF45311146E...

Signature

Guy Chadwell, Vice President and General Manager

Name

VP and General Manager

Title

Jun-15-2021

Date

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Approve and Authorize the FY 2021-2022 Santa Clara Valley Urban Runoff Pollution Prevention Program Assessment Payment for the Not-to-Exceed Amount of $127,806.68.**
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	8/17/2021
Staff Contact:	**Tony Ndah, 408-586-2602**
Recommendation:	Approve and authorize the FY 2021-2022 Santa Clara Valley Urban Runoff Pollution Prevention Program Assessment Payment for the not-to-exceed amount of $127,806.68.

Background:
The Santa Clara Valley Urban Runoff Pollution Prevention Program (SCVURPPP) was originally formed in 1990 through a Memorandum of Agreement (MOA) among Santa Clara Valley-based local governments as a means to assist its members to negotiate and comply with a federal Clean Water National Pollutant Discharge Elimination System (NPDES) permit for municipal stormwater systems (Stormwater Permit). In 2000, the parties entered into the Agreement Providing for Implementation of the SCVURPPP that established terms relating to the implementation, oversight, and cost allocation of the program. Cities are required to comply with the permit for stormwater flows to creeks, streams, and ultimately the San Francisco Bay. SCVURPPP is comprised of the Santa Clara Valley Water District, the County of Santa Clara, and thirteen cities and towns that discharge stormwater to the San Francisco Bay, including the City of Milpitas.

SCVURPPP supports its members by providing a coordinated approach to implementing the Stormwater Permit, including outreach, water quality monitoring, program research and development, collaboration with other countywide programs, and negotiations with regulators. SCVURPPP allows its members to leverage resources and has proven highly effective, twice winning national awards issued by the U.S. Environmental Protection Agency. Since its original formation, the participating agencies, including City of Milpitas, have twice previously authorized a continuation of SCVURPPP without changing the original terms.

The Agreement was first amended in 2005 to extend one fiscal year beyond the termination date of the National Pollution Discharge Elimination System (NDPES) Permit issued to the parities. The Municipal Regional Stormwater NPDES Permit regulates the discharge of stormwater runoff from the separate municipal storm sewer systems. The Agreement was amended a second time in 2010 to extend one fiscal year beyond the termination date of the NPDES Permit. A new Municipal Regional Stormwater NPDES Permit was issued by the Regional Water Quality Control Board – San Francisco Bay Region and became effective on January 1, 2016.

On November 15, 2016, the City Council approved and authorized the City Manager to execute the Third Amendment to the Agreement, providing for continued participation in the SCVURPPP under the original terms, for one fiscal year after the current permit expiration date of December 21, 2020, or regulatory agency permit term extension. which extended the term of agreement one fiscal year beyond the date of termination of the Municipal Regional Permit.

Analysis:
On June 1, 2021, the City Council approved and adopted the Fiscal Year 2021-2022 operating budget which included the allocation of $127,483.00 in funding for the FY 2021-2022 Santa Clara Valley Urban Runoff Pollution

Prevention Program Assessment Payment. The amount budgeted was an estimated value based on previous payments. Annual program assessment costs fluctuate annually depending on the credit the City receives from unspent SVURPPP carryover funds from previous fiscal years. The City did not receive the actual FY 2021-2022 program assessment amount until July 1, 2021 which was $323.68 above the budgeted amount. Staff recommends the City Council approve and authorize the FY 2021-2022 Santa Clara Valley Urban Runoff Pollution Prevention Program Assessment Payment for the not-to-exceed amount of $127,806.68.

Policy Alternatives:

Alternative 1: Do not approve funding to participate in the Santa Clara Valley Urban Runoff Pollution Prevention Program.

Pros: This will result in a cost savings of $127,806.68 to the General Fund.

Cons: The City will not be able to benefit from the regional resources that help Santa Clara County municipalities cost-effectively comply with the Municipal Regional Stormwater NPDES Permit.

Reason not recommended: The City executed the Third Amendment to the Agreement for continued participation in the Santa Clara Valley Urban Runoff Pollution Prevention Program.

Fiscal Impact:
The MOA for SCVURPPP allocates the costs of the program across its members with those allocations having been negotiated at the time of formation in 1990. The cost sharing allocation set forth in the MOA allocates 30.2% to the Water District, 30.1% to the City of San Jose, and the remainder to the remaining agencies, roughly proportional to community size and runoff from respective jurisdictions.

The City's proportional share of the SCVURPPP cost is 2.75% of the total program budget. The SCVURPPP program costs for FY 2021-2022 total $4,936,308.00 and the City of Milpitas share is $135,748.00. The City received a credit of $7,941.32 which has been applied to the assessment and brings the total cost for the current fiscal year to $127,806.68. Sufficient funds for the project are available in the Public Works Operating Budget for this service.

California Environmental Quality Act:
Participation in SCVURPPP is exempt from the requirements of the California Environmental Quality Act (CEQA) because it is an action taken by a regulatory agency to assure the maintenance, restoration, enhancement or protection of the environment. (CEQA Guidelines Section 15308). In addition, 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. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. (CEQA Guidelines Section 15061(b)(3).)

Recommendation:
Approve and authorize the FY 2021-2022 Santa Clara Valley Urban Runoff Pollution Prevention Program Assessment Payment for the not-to-exceed amount of $127,806.68.

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Receive and Review the FY 2020-21 Annual Report of Sole Source Contracts**
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	8/17/2021
Staff Contact:	Lauren Lai, Finance Director, 408-586-3111
Recommendation:	Receive and review the FY 2020-21 annual report of Sole Source Contracts

Background:
The Purchasing Agent is authorized by the City's municipal code to make sole source determinations after conducting a good faith review of available sources and concluding that only one procurement source (vendor) for the desired product or service is available. Following past practice, the Purchasing Agent approves sole source purchases up to $100,000.00 and the Council approves sole source purchases above $100,000.00 based on the Purchasing Agent's recommendation.

Per Title I, Chapter 2, Section 3.06 of the Milpitas Municipal Code, staff shall provide annually to the City Council a list of all sole source contracts executed or renewed during the past fiscal year not later than August 31. This agenda report transmits the information required in an attached list of sole source purchases and renewals including department, description of the purchase, vendor, and amount.

Analysis:
During the reporting period, 34 sole source contracts or purchase orders amounting to $470,001.26 were entered into or renewed on behalf of six departments. The attached report groups contracts or purchase orders executed or renewed by department and provides relevant information for items such as the contract or purchase order date, vendor name, short product description, and dollar amount.

Sole Source purchases are approved for various reasons. Some of these reasons are outlined below with some examples for these Sole Source purchases and the vendors' name in parenthesis.

1. The product is a "one of a kind," the manufacturer, distributor, or company is the only authorized source for the product or service. Notable examples:
    a. Online investigative database (LexisNexis)
    b. Channel Monster Grinder (JWC Environmental)

2. The sole source justification is based on matching existing equipment for the proper operation of the equipment or City Program. Notable examples:
    a. AEDs for Patrol Vehicles (Stryker Medical)
    b. Badger Water Meters (National Meter & Automation)

Fiscal Impact:
Not applicable

California Environmental Quality Act:
Not applicable

Recommendation:
Receive and review the FY 2020-21 annual report of Sole Source Contracts.

Attachment:
FY 2020-21 Sole Source Report

FY 2020-21 Annual Sole Source Report

	Department	Description	Vendor	Amount
1	City Manager's Office	Media Monitoring Service	Meltwater	$5,820.00
		Total		**$5,820.00**
2	Fire	Cardiac Monitors and CPR Devices	Stryker Sales	$23,977.44
3	Fire	Intterra Reporting and Analytics	Intterra	$10,000.00
		Total		**$33,977.44**
4	Information Technology	CAD System	CentralSquare	$27,900.00
5	Information Technology	GIS Services	CentralSquare	$25,920.00
		Total		**$53,820.00**
6	Planning	Symbium Build and Build+ Portal	Symbium	$20,000.00
		Total		**$20,000.00**
7	Police	Accurint for Law Enforcement	SyTech	$23,388.00
8	Police	Federal Ammunition	San Diego Police Department	$19,315.85
9	Police	Hornady Ammunition	Miwall Corporation	$5,575.00
10	Police	Bola Wraps	ProForce Law Enforcement	$42,933.84
11	Police	Supplemental Ammo	San Diego Police Department	$15,157.05
12	Police	Bola Wraps	ProForce Law Enforcement	$42,933.84
13	Police	AED's for Patrol Vehicles	Stryker Medical	$29,777.44
14	Police	Mobile Radios and Installation for 5 motorcycles	Metro Mobile	$13,392.05
15	Police	Hornady Ammunition (Additonal Supplemental Ammo)	Miwall Corporation	$6,746.75
16	Police	Accurint for Law Enforcement	LexisNexis	$2,100.00
17	Police	Bola Wraps	ProForce Law Enforcement	$31,455.47
18	Police	CordicoShield	Cordico	$20,000.00
19	Police	Truck Vaults	Truck Vault	$11,899.51
20	Police	Automated License Plate Reader	Flock Group, Inc	$41,250.00
21	Police	Mini-Caliber Robot	ICOR Technology	$20,000.00
22	Police	Mini-Caliber Robot	ICOR Technology	$54,024.13
23	Police	SpeakWrite VoiceReports	SpeakWrite	$10,000.00
24	Police	LEFTA Systems SHIELD Suite	International Business Information Technologies, Inc. dba LEFTA Systems	$7,755.00
		Total		**$144,928.64**

FY 2020-21 Annual Sole Source Report

	Department	Description	Vendor	Amount
25	Public Works	Channel Monster Grinder	JWC Environmental	$23,496.80
26	Public Works	Water Meters and Ancillary Parts	Badger Water Meters	$9,418.19
27	Public Works	Drought Respones Package	Smart Energy Systems, LLC	$13,270.00
28	Public Works	Monoclor TCS Trailer for Portable Water Tanks	PSI Water Technologies	$38,880.00
29	Public Works	Channel Grinder Parts Order	JWC Environmental	$37,085.28
30	Public Works	Water Meters and ancillary equipment/parts.	National Meter & Automation	$15,082.53
31	Public Works	Educational Presentation for K-8th Grades	The EcoHero Show	$8,500.00
32	Public Works	Innovyze Modeling Software (Water/ Sewer)	Innovyze, Inc	$21,868.00
33	Public Works	Vactor	Owen Equipment Sales	$7,475.63
34	Public Works	Water Meters and Ancillary Parts	Badger Water Meters	$36,378.75
		Total		**$211,455.18**
		Grand Total		**$470,001.26**
		Over $100,000.00		**$0.00**
		Under $100,000.00		**$470,001.26**

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Approve Report of Actions Taken by the City Manager During the City Council Summer Recess (June 22 through August 5, 2021)**
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	8/17/2021
Staff Contact:	**Walter C. Rossmann, 408-586-3012**
Recommendation:	Approve Report of Actions Taken by the City Manager During the City Council Summer Recess (June 22 through August 5, 2021)

Background:
On June 15, City Council approved a delegation of authority to the City Manager, or his designee, to approve and execute project related documents, including contract documents, and urgent administrative items during the City Council summer recess from the last City Council meeting held in June through August 5, 2021. This delegation of authority was granted in order to ensure that critical services and projects continue and are completed on time, especially related to the COVID-19 pandemic.

On June 15, 2021, based on staff recommendation, the Council established the Capital Project titled "COVID-19 Safe Facility Improvements" and approved a budget amendment in the Amount of $375,000 to fund the Project with American Rescue Plan Act Funds. The Project was established to provide for contractual services to assess and balance the HVAC systems in all City buildings for optimization of air flow and ventilation ahead of staff returning to the workplace and reopening the buildings to the public. In addition to the HVAC work, additional measures to improve COVID-19 facility safety include HVAC filter upgrades, procurement of cleaning and disinfecting supplies for facilities, and the procurement of hand sanitizer stations, acrylic shields, and signage.

Analysis:
To expedite the HVAC work, staff utilized a City Council approved contract with Engie Services U.S., Inc. (Engie) for the implementation of energy and water conservation measures. As the ARPA funding guidelines have been still evolving, it recently became apparent that a competitive procurement will be necessary for the HVAC work to be eligible for ARPA funds. Due to the scheduled return of staff to City facilities starting August 2nd, 2021, there was insufficient time to undergo a competitive procurement process which required the City Manager to exercise his delegated authority. He authorized staff to defund $375,000 from the Mobile Emergency Operations Center (MEOC), which is mostly funded from the General Government CIP Fund ($850,440) and appropriated $375,000 to the COVID-19 Safe Facility Improvements project (CP 3495).

As part of the August 9, 2021 ARPA Investment Plan discussion, staff recommended funding $375,000 for the MEOC with ARPA funds.

Fiscal Impact:
Under the delegated authority, $375,000 of $850,440 appropriated from the General Government CIP Fund as part of the approval of the FY 2021-22 Adopted Budget for the Mobile Emergency Operations Center (MEOC) project were defunded and appropriated to the COVID-19 Safe Facility Improvements project (CP 3495).

California Environmental Quality Act:

Not applicable.

Recommendation:
Approve Report of Actions Taken by the City Manager During the City Council Summer Recess (June 22 through August 5, 2021).

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Approve an Exhibit Space Use Policy for City Exhibit and Display Cases**
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	8/17/2021
Staff Contacts:	Renee Lorentzen, Director of Recreation and Community Services, 408-586-3409
Recommendation:	Approve the Exhibit Space Use Policy

Background:
The City maintains exhibit spaces, including display cases, at City Hall and well as other City-owned and operated facilities. The City encourages the use of these spaces to display commemorative, educational, or recognitional items to benefit residents and visitors to the City of Milpitas.

The City currently does not have a policy that governs the use of display spaces and cases by the public. In adopting an Exhibit Space Use Policy, the City will be providing clear rules and procedures for interested community groups seeking to exhibit items in available City exhibit or display case spaces.

Analysis:
The proposed policy provides a framework for any person, community organization, or other group that wishes to have a commemorative, recognitional, or educational display placed in an available exhibit to apply with the Director of Recreation and Community Services or her designee for the City to be co-sponsor of a display. The policy also clarifies that if the City agrees to co-sponsor a display, it will seek input and consider requests from the person, community, organization, or other group as to the imagery, language, and manner of the display, but retains discretion over the final selection of such imagery, language, and manner of the display. Exhibits must be appropriate for all ages.

The City retains full discretion over the co-sponsorship approval process and may deny a request for co-sponsorship for any reason.

Procedure

Exhibit Request and Approval
Those interested in working with the City on setting up a display will submit on a provided form, a description of the desired display including the theme, sample exhibit items, desired display time, main contact person for the display. The Director of Recreation and Community Services will evaluate and move forward with requests consistent with the Exhibit Space Use Policy.

Exhibit Set Up and Removal
Exhibit set up is the responsibility of the applying person or group. The exhibit must include a clearly visible sign identifying the City's co-sponsorship of the announcement or display, along with the name of individual or group who coordinated the display. Removal of display is also the responsibility of the applying person or group, who must have all items removed at the time and manner specified when they schedule the exhibit.

Fiscal Impact:
There is no cost associated with the adoption of this policy.

California Environmental Quality Act:
By the definition provided in the California Environmental Quality Act (CEQA) Guidelines Section 15378, this action does not qualify as a “project” for the purpose of CEQA.

Recommendation:
Approve the Exhibit Space Use Policy.

Attachment:
1. Draft of Exhibit Space Use Policy

CITY OF MILPITAS

Revision	Date
Original	

CITY COUNCIL POLICY

Policy No: Click or tap here to enter text.	**EXHIBIT SPACE USE POLICY**	**Effective Date:** Click or tap to enter a date.
Revision No: Click or tap here to enter text.	**Policy Administrator:** Recreation and Community Services	**Next Review Due:** Click or tap to enter a date.
Related Policies and Procedures: Click or tap here to enter text.	**Approved by:** Click or tap here to enter text. Council meeting date, agenda item #, and vote	**Date Approved:** Click or tap to enter a date.

1. PURPOSE

1.1. The City maintains exhibit spaces, including display cases, at City Hall, as well as other facilities that the Director of Recreation and Community Services designates for exhibit display.

2. POLICY

2.1. Use of the exhibit spaces is limited to those announcements and displays for commemorative, recognitional, or educational purposes that are coordinated, run, sponsored, or co-sponsored by the Recreation and Community Services Department, other City Departments, or City staff.

2.2. Any person, community organization, or other group that wishes to have a commemorative, recognitional, or educational display placed in an available exhibit space must apply for the City to co-sponsor such display. If the City agrees to co-sponsor a display, it will seek input and consider requests from the person, community, organization, or other group as to the imagery, language, and manner of the display, but will retain discretion over the final selection of such imagery, language, and manner of the display.

2.3. Interested persons or entities may apply for the City to co-sponsor an announcement or display by contacting the Director of Recreation and Community Services or designee providing information about the nature of the announcement or display and what, if any, materials the requesting party would like the City to publicize via use of the exhibit spaces. The City retains full discretion over the co-sponsorship approval process and may deny a request for co-sponsorship for any reason.

2.4. Exhibits shall be appropriate for all ages.

2.5. The City reserves the right to cancel use of an exhibit space for an announcement or display that has been approved for co-sponsorship by the City for any reason, which may include if the space is required for use by the City for other purposes.

3. DEFINITIONS

3.1. Exhibit Space refers to display cases or other display structure provided by the City at its facilities.

4. PROCEDURE

4.1. Request for the City's Co-Sponsorship of an Announcement or Display and Use of City Exhibit Spaces.

4.1.1. Any person or group seeking co-sponsorship of an announcement or display, and use of City exhibit spaces to publicize said announcement or display, shall submit in writing a request for co-sponsorship and for use of Exhibit Space to the Director of Recreation and Community Services describing the nature of the announcement or display, theme of the exhibit requested for display, sample exhibit items, and the contact person and information.

4.1.2. The Director of Recreation and Community Services will evaluate the request consistent with this Policy.

4.1.3. If the request conforms with the Policy, the exhibit will be scheduled based on exhibit space availability.

4.2. Set Up and Removal of the Exhibit

4.2.1. Interest persons or entities, whose exhibit was scheduled, will set up the exhibit as directed by the Recreation and Community Services Director or designee.

4.2.2. The exhibit must include a clearly visible sign identifying the City's co-sponsorship of the announcement or display, and the individual or group who coordinated the announcement or display in connection with the City.

4.3. Interest persons or entities assume responsibility for removing the exhibit at the time and in the manner specified when they schedule the exhibit.

Please Attach All Exhibits After This Page

ATTACHMENT A

EXHIBIT SPACE USE POLICY / POLICY

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Receive report on pathways and options for Sunnyhills Apartment affordable unit residents, and Owner's, HUD's, and Santa Clara County Housing Authority's responsibilities (Staff Contact: Sharon Goei, Building Safety and Housing Director, 408-586-3260)**
Category:	Community Development
Meeting Date:	8/17/2021
Staff Contact:	Sharon Goei, Building Safety and Housing Director, 408-586-3260; Robert Musallam, 408-586-3275
Recommendation:	Receive report on pathways and options for Sunnyhills Apartment affordable unit residents, and Owner's, HUD's, and Santa Clara County Housing Authority's responsibilities.

Background:

The Sunnyhills apartment complex was a project developed in 1971 consisting of 171 units, of which 149 are affordable and 22 are market rate. Since the existing property owner, JMK Investments, Inc. (Owner), acquired the property in 1985, the Owner has been receiving subsidies for the 149 affordable units via a project-based rental assistance (PBRA) contract directly with the U.S. Department of Housing and Urban Development (HUD). For over 30 years, the 149 affordable units have been subsidized via the HUD contract until its initial expiration date in early 2018.

In August 2016, the Owner had contacted the City to discuss the prospects of redeveloping the property. In January 2017, the Owner had expressed intent to terminate the HUD agreement. In order to continue to retain the affordable units, the City worked with the Owner and negotiated an agreement to enable the 149 units to continue to remain affordable units. The Owner agreed to extend the HUD contract voucher program for an additional five years from March 1, 2018 to February 28, 2023. In exchange, the City agreed to reimburse the Owner $250,000 per year for the 5-year extension period, totaling $1.25 million, to assist with costs associated with capital improvements and repairs of the property.

In FY 2021-21, the City further provided an additional $200,000 through Community Development Block Grant funding for roof replacement on existing Sunnyhills apartment buildings. This will add more safety for the residents and make the apartment buildings more weather-resistant for another 10 to 15 years.

The City has consistently expressed strong commitment to assuring housing stability and affordability for the Sunnyhills residents and wanted to work with the Owner on a long-term solution that would maintain affordability. In 2019, City staff met with the Owner six times between June and December. The City team also facilitated discussions for partnership opportunities with the Santa Clara County Housing Authority (SCCHA), County Office of Supportive Housing, and an affordable housing developer. Various options were explored including higher density housing by redeveloping the entire site, adding market rate and affordable units, and a phasing plan for the existing residents to relocate to new units.

For a variety of reasons including financial feasibility and potential deed restrictions, the Owner chose not to pursue affordable housing options but instead decided to add 44 new units to the site, with 37 market rate units and 7 extremely low-income units to meet the City's Affordable Housing Ordinance. The proposal was approved by the City Council in November 2020. The Owner submitted the building permit application and

drawings in late April 2021. The submittal is in the plan review process with all development services related departments.

In spring 2021, the Owner approached the City with a proposal for the City to continue funding affordability at Sunnyhills through a 5-year agreement with three renewal options of 5-year extension each, for a total of 20 years with funding of $250,000 per year with a 3% annual increase. This request amounts to over $6.7 million. No known sources are available for the City to fund this proposal.

Also, in spring 2021, the Owner notified Sunnyhills residents that as of March 1, 2023, the HUD contract that maintains the affordability of the 149 units will expire and the rules that keep their units affordable may no longer apply. As a result of the notice, and well in advance of the 2023 deadline, City staff is bringing forward an update on potential scenarios and communication to the Sunnyhills residents.

Related Legislation

In 2017, the State of California passed Assembly Bill 1521 (AB 1521) to strengthen existing affordable housing preservation. The bill makes it more difficult for privately-owned, federally assisted, multifamily rental housing owners to convert their properties to market rate housing. Owners of federally assisted projects, such as Sunnyhills, are required to provide notice of the scheduled expiration of affordable rent restrictions at twelve and six months prior to the scheduled expiration date to all affected households and to affected public agencies. Affected public agencies include the city where the development is located, the local public housing authority, and the California Department of Housing and Community Development (HCD).

AB 1521 also requires owners of affordable rental properties with expiring federal or state subsidies to offer for sale first to qualified preservation entities and to accept any market-rate purchase offer from a qualified preservation entity that intends to maintain the property's affordability restrictions.

In addition to AB 1521, HUD requires notice to be provided at twelve and four months prior to the date that affordable rent restrictions are scheduled to expire. The owner must provide the notice to the tenants and the contract administrator in addition to the tenants under the Project-Based Rental Assistance contract terms.

Analysis:

In June 2021, City staff met with the Santa Clara County Housing Authority to discuss the potential displacement of Sunnyhills residents and potential pathways and alternative housing options.

HUD Rental Assistance Programs

Below is a discussion of two types of HUD rental assistance programs, including one that is currently applicable to Sunnyhills residents.

Housing Choice Voucher (HCV): The Housing Choice Voucher program provides tenant-based rent subsidies. HCVs, also known as Section 8 Vouchers, are the base voucher administered by the Santa Clara County Housing Authority. These vouchers offer the voucher holder the ability to receive a rental assistance subsidy anywhere a voucher is accepted, nationwide. The payment standard is the maximum amount of subsidy a Housing Authority can pay on behalf of a family. Each Housing Authority establishes local area payment standards based on the HUD-established fair market rents for the area. While the payment standard provides guidance as to how much the Housing Authority may subsidize for a particular unit size, it is not a guarantee that the Housing Authority will pay the maximum amount. First, a determination of rent reasonableness is required to ensure that rents charged by owners to the Housing Choice Voucher program participants are reasonable. The Housing Authority must compare the rent for the voucher unit to the rents for similar unassisted units in the marketplace. To the best of the Housing Authority's ability, they will compare the unit size, quality, location, age, amenities, maintenance, and utilities to the subject unit to ensure the rent being requested by the owner is reasonable.

Project-Based Rental Assistance (PBRA): PBRA Vouchers are the vouchers currently subsidizing the residents at Sunnyhills. HUD provides the rental assistance to the owner directly for the subsidized units. These vouchers are tied to a specific unit and not the individual occupying the unit. If a tenant residing in a project-based rental assistance unit were to move out of the subsidized unit and move to another housing location, they would no longer be eligible to receive a subsidy. Since the 149 affordable units at Sunnyhills currently

receive a project-based rental assistance subsidy, should the HUD contract expire with no further action on the part of the local Housing Authority, the tenants would be forced to navigate the fair market for housing.

These rental assistance programs are summarized below.

Program	Rent Subsidy Type	Entity Receiving Subsidy
Housing Choice Voucher	Tenant-based assistance	Voucher holder receives the subsidy
Project-Based Rental Assistance Voucher	Project-based assistance	Housing unit receives the subsidy (current Sunnyhills)

Tenant Protection Vouchers Provided as a Result of a Housing Conversion Action
When an owner decides not to renew a HUD contract and a conversion from affordable to market rate housing occurs, federal law provides tenant protections that include rental assistance with the right to remain at the property.

Tenant Protection Voucher (TPV): Tenant Protection Vouchers exist to help HUD-assisted families in hardship situations such as when a housing conversion takes place. When a private property owner chooses not to participate in a rental assistance program at the end of the HUD contract term, Tenant Protection Vouchers are provided to protect the families residing in the impacted units. For every household occupying one of the 149 assisted units at Sunnyhills, HUD will authorize the issuance of either a Tenant Protection Voucher or an Enhanced TPV. For residents who choose to leave their unit at Sunnyhills, they will receive a Tenant Protection Voucher. These households must be deemed eligible to receive the voucher, but they are not required to apply for it nor will their current position on the Housing Authority's waiting list be taken into consideration because the eligible household will be admitted as a special admission. One significant advantage the Tenant Protection Vouchers provide is that the tenant will now enjoy the same flexibilities and advantages as a standard Housing Choice Voucher holder. For instance, the TPV will provide the tenant the flexibility to transfer within the County to another housing unit, or port their voucher to another jurisdiction nationwide, all while maintaining the ability to be subsidized. For Sunnyhills tenants that move from their current unit, the Housing Authority can provide rental assistance up to the Housing Choice Voucher payment standard.

Enhanced Tenant Protection Voucher (Enhanced TPV or Enhanced Voucher): For tenants that elect to stay at Sunnyhills, they will receive an Enhanced TPV. The difference between a TPV and an Enhanced TPV is that when the gross rent of the unit exceeds the Housing Choice Voucher payment standard, Enhanced Vouchers are provided in which a higher "enhanced" payment standard is used to determine the amount of rental assistance. An Enhanced TPV allows for a tenant to continue paying the same amount of rent in their current unit, assuming the tenant's income is the same as under the PBRA contract. If the family's income is not the same, their rent portion could adjust up or down based on whether their income increased or decreased.

The Enhanced Voucher also provides the tenant the right to stay in their PBRA unit once the unit converts to market rate rent, as long as the gross rent of the unit does not exceed the reasonable market rent for that unit. In other words, for tenants that receive an Enhanced TPV and their income stays the same, they will continue to pay the same amount of rent in their current unit. The Enhanced TPV will cover the rest of the rent up to the amount determined as reasonable by SCCHA. SCCHA uses a third-party software to determine rent reasonableness. The software pulls three comparables of similar units based on age, size, amenities, and location and uses those to determine a market rent for the subject unit. Should the gross rent exceed the reasonable market rate for that unit as determined by SCCHA, the Owner would have to lower their rent to the SCCHA determined legal rent or if they refuse, the tenant would have to move with a tenant protection voucher. The owner may not require a tenant to vacate the unit nor move to evict a tenant, unless serious or repeated lease violations occur. An example of such violations would be non-payment of rent, failure to maintain the unit, or other repeated lease violations outlined in the lease agreement.

To clarify, the Enhanced Voucher would only apply for the unit the tenant currently occupies at Sunnyhills. Should the tenant decide to move out of their current unit, their voucher would no longer be an Enhanced Voucher but a Tenant Protection Voucher subject to the Housing Choice Voucher payment standard and guidelines as described in the TPV section above.

Please refer to Attachment 1 for the Enhanced Voucher Fact Sheet published by HUD in English, Vietnamese, Chinese, and Spanish.

Possible Future Scenarios for Sunnyhills
Since the City will not be able to provide ongoing funding to maintain affordability in the Sunnyhills apartments, the Owner could choose to pursue one of three possible scenarios as discussed below:

Scenario 1: Affordable units are retained without City funding
Scenario 2: Affordable units are converted into market rate units
Scenario 3: Units are demolished, and property is redeveloped by Owner or another entity

Scenario 1: Affordable units are retained without City funding
The Owner could maintain affordability at the site by either renewing the HUD contract or by selling the property to another entity that will maintain affordability. The Owner has until March 2022 to notify HUD if they intend to not renew the HUD contract and convert Sunnyhills to market rate housing. The Owner may sell the property to a qualified preservation entity that will maintain affordability, in accordance with AB 1521. The Owner may also choose to renew the HUD contract to retain the 149 affordable units and the consistent rent they provide. In this scenario, no additional actions will need to be taken by the City and there will be no impact to the residents at Sunnyhills.

Scenario 2: Affordable units are converted into market rate units
Should the Owner decide not to renew the HUD contract and convert the development to market rate units, the Owner must first follow the process outlined by AB 1521 and HUD. The Owner has already begun posting notices and appears to be aware of the requirements under AB 1521.

When a conversion from affordable to market rate housing occurs, the law provides tenant protections that include rental assistance with the right to remain at the property. Once it is determined that Sunnyhills will not be sold as a part of AB 1521, HUD will coordinate with the local Housing Authority, Santa Clara County Housing Authority, who will administer the process to provide each of the 149 occupied, affordable units, either a Tenant Protection Voucher or an Enhanced TPV prior to the expiration date of the HUD contract. Enhanced TPVs are for tenants that remain in place and standard TPVs for tenants that move from their apartment to a different housing unit.

To further illustrate this entire conversion and voucher process, please see the table below, the section on Timeline of Actions below, and the Sunnyhills Conversion Process flow chart (Attachment 2).

Voucher Type	Tenant Option	Rental Assistance Voucher Amount
Tenant Protection Voucher	For tenants choosing to move to a housing unit outside of Sunnyhills	Up to Housing Choice Voucher payment standard, established by SCCHA. See section above on Tenant Protection Voucher.
Enhanced Tenant Protection Voucher	For tenants choosing to stay at Sunnyhills	Provides a higher “enhanced” payment standard, determined by SCCHA; besides tenant portion, covers rent up to the amount determined by SCCHA as reasonable. See section above on Enhanced Tenant Protection Voucher.

It is important to note that if Sunnyhills were to convert to market rate housing to be sold to another developer, the capital required to renovate units and add new amenities to convert Sunnyhills to a true market rate apartment community would be significant.

Scenario 3: Units are demolished, and property is redeveloped by Owner or another entity

Given the past discussions about redeveloping Sunnyhills and the age and configuration of the units at Sunnyhills, the Owner may determine that the highest and best use of the asset would be to demolish and redevelop Sunnyhills or sell Sunnyhills at a premium to another developer. While this is still a possible scenario, it may be unlikely in the near future due to the planned 44-unit development.

At this time, the Owner is undergoing the building permit process to secure permits to build 44 new residential rental units on the existing open space at Sunnyhills. This is a significant expense and would require financing that may take decades to repay. In addition, the layout of the site and design of the new buildings were made to be compatible with the existing adjacent apartment structures and surrounding development in the 171-unit apartment complex, leading to a build-out of the property that appears long term.

In the unlikely event that the units would be demolished, the residents occupying a subsidized unit would still receive a Tenant Protection Voucher from the SCCHA to retain their subsidy in a new unit. Same as the Tenant Protection Vouchers described above, the tenants would be able to take their vouchers to a new housing unit with rental assistance up to the Housing Choice Voucher payment standard.

Timeline of Actions

As stated above, AB 1521 requires the owner of an assisted housing development to provide notice to the tenants and local governments of impending loss of affordability at twelve and six months prior and notifying qualified preservation entities of the opportunity to submit non-binding offer to purchase covered properties.

HUD will confirm with the owner 120 days before the contract expiration date whether the owner still intends to opt-out of the renewal. If the owner confirms their intent to opt-out, HUD will contact the Public Housing Authority that operates in that area (in this case the SCCHA) to ask if they want to administer the tenant protection vouchers for the project. The Public Housing Authority is not involved in the process until invited by HUD to administer the vouchers.

SCCHA has committed to the City of Milpitas to administer the Tenant Protection Vouchers for the Sunnyhills conversion when invited by HUD. Please refer to Attachment 3 for the commitment letter. SCCHA will hold information sessions to explain the voucher issuance process to the tenants. SCCHA will perform income examinations and issue vouchers to families no later than 60 days before the date the contract will expire. The intake appointments will be held at either the project site or at SCCHA's offices depending on the needs of the project residents. Income eligibility and voucher size are based on the SCCHA's standard housing choice voucher policies. The tenants that receive vouchers may stay in their current units or may choose to use their voucher for assistance at a different unit. See above sections in this report for details regarding vouchers.

The following timeline applies to the Sunnyhills project should the owner proceed with their opt-out of the renewal of the HUD contract.

Date	Action
March 1, 2022	AB 1521 mandated 12-month notification by owner to affected households and affected public agencies of the scheduled expiration of affordable rent restrictions.
September 1, 2022	AB 1521 mandated 6-month notification by owner to affected households and affected public agencies of the scheduled expiration of affordable rent restrictions.
September 2022	HUD Field Office of Multifamily Housing staff determines that housing choice vouchers are needed for a housing conversion action and determines the appropriate Public Housing Agency staff (in this case the SCCHA) to administer the conversion.
November 2022	HUD will confirm with the owner 120 days before the contract expiration date whether the owner still intends to opt-out of the renewal. If the owner confirms their intent to opt-out, HUD will contact the SCCHA and SCCHA will administer the Tenant Protection Vouchers for the Sunnyhills conversion.

December 2022 - January 2023	SCCHA will perform income examinations and issue vouchers to families no later than 60 days before the date the contract will expire.

The timeline outlines the Owner's, HUD's, and SCCHA's responsibilities. HUD will work with the Santa Clara County Housing Authority to ensure that every tenant, prior to the expiration of the HUD contract, will receive a Tenant Protection Voucher. Furthermore, as explained above, this voucher will give each tenant the option of remaining in place or to move to another housing unit, with the ability to receive a subsidy.

Communication to Sunnyhills Residents
The City has consistently expressed strong commitment to ensuring housing stability and affordability for the Sunnyhills residents. To keep the residents informed, staff has prepared a draft letter in Attachment 4. It will incorporate this agenda report and the attachments, which will be fully translated into Vietnamese, Chinese, and Spanish, as the information contained therein is critical for the residents. This may be the first time that a full agenda report is translated into three languages for the community. After Council action to receive this report, staff will send letter packets along with the full translation in Vietnamese, Chinese, and Spanish to Sunnyhills residents.

Fiscal Impact:
There is no fiscal impact to the City budget other than staff time related to this item.

California Environmental Quality Act:
The action being considered is to receive a report which 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 report on pathways and options for Sunnyhills Apartment affordable unit residents, and Owner's, HUD's, and Santa Clara County Housing Authority's responsibilities.

Attachments:
1. HUD Enhanced Voucher Fact Sheet in English, Vietnamese, Chinese, and Spanish
2. Sunnyhills Conversion Process Flow Chart
3. SCCHA Commitment Letter to City of Milpitas to administer Tenant Protection Vouchers for Sunnyhills residents
4. Draft Letter to Sunnyhills Residents

U.S. Department of Housing
and Urban Development

Section 8: Enhanced Vouchers

KNOW YOUR RIGHTS

- You have the right to remain at your property with enhanced voucher assistance
- You may stay as long as the units are used for rental housing and eligible for assistance under the Housing Choice Voucher Program
- Your lease cannot be terminated except for serious repeated lease violations or other good cause

What is Happening to my **Housing**?

Conversion Actions

Your building is going through a conversion. This generally occurs when one of three situations happens: a private property owner either chooses not to participate in a rental assistance program at the end of the contract term; HUD terminates the rental assistance contract; or the owner pays off certain government assisted mortgages prior to the mortgage due date. In some cases the owner must provide you notice of this one year prior to termination of the contract. The conversion action may create a situation where families living in the project could experience a rent increase .To protect you and your family from a rent increase, the law provides certain tenant protections. These protections include the potential for rent assistance with the right to remain at the property. A family determined eligible by the local Public Housing Authority (PHA) is provided the opportunity to receive rental assistance. This assistance is provided as either an Enhanced Voucher (stay) or a Housing Choice Voucher (move).

What is an **Enhanced Voucher**?

One of the ways that families are given the opportunity to stay at the property is with an Enhanced Voucher. The PHA administering the vouchers will determine your eligibility to receive an enhanced voucher. These voucher(s) are different than regular Section 8 housing choice vouchers in two ways:

- First, enhanced vouchers allow you the right to stay in the property after the conversion action as long as the unit continues to be used as rental housing.
- Second, the amount the PHA can pay for rent at the property may be greater than the rent the PHA would pay for a similar unit with a regular housing choice voucher.

Remember, *you can stay at the property.* You cannot be told to leave or evicted except for serious or repeated lease violations. These violations are things like not paying your rent, not maintaining the unit, and other lease violations listed in your signed lease. You still have the right to go to court for eviction proceedings. Based on HUD requirements, if you are living in a unit that the PHA determines is too large or too small for your family, you may be asked to move to a unit that more closely matches your family size.

U.S. Department of Housing and Urban Development

Section 8: Enhanced Vouchers

EXAMPLES OF SERIOUS LEASE VIOLATIONS

- Failure to pay rent
- Good cause under the voucher program
- Failure to maintain property
- Violent crime on the property
- Anything specified within the lease as a permissible reason to the terminate tenancy

I Want to **Find** a **New Place** to **Live**

Right to Move with a Housing Choice Voucher

If you do not wish to remain at the property, you may move. You will receive a housing choice voucher to move with instead of an enhanced voucher. If you decide to get a housing choice voucher, you are required to pay up to 40% of your adjusted monthly income. The voucher allows you to live any where you would like to in the country as long as you meet certain criterion set by the public housing authority. You may also request a voucher to move prior to the end of any lease term.

More Information & Assistance

Contact your local Public Housing Authority representative for specific information about your home and tenat protections.

You may also contact HUD's Office of Fair Housing and Equal Opportunity at **1-800-669-9777**, if you believe you have been discriminated against.

Bộ Gia Cư và Phát Triển Đô Thị Hoa Kỳ

Section 8:

Phiếu Nhà ở Nâng Cao

NẮM RÕ QUYỀN LỢI CỦA QUÝ VỊ

- Quý vị có quyền ở lại căn nhà của mình với trợ cấp phiếu nhà ở nâng cao
- Quý vị có thể ở lại trong thời gian các căn hộ được sử dụng để cho thuê và đủ điều kiện nhận trợ cấp theo Chương Trình Phiếu Chọn nhà (Housing Choice Voucher)
- Hợp đồng thuê nhà của quý vị không thể bị chấm dứt¬ trừ khi có vi phạm nghiêm trọng hợp đồng thuê nhà nhiều lần hoặc có lý do chính đáng

Điều Gì Xảy Ra với **Nhà Ở Của Tôi?**

Các Thủ tục Chuyển Đổi

Tòa nhà của quý vị đang trải qua thủ tục chuyển đổi. Điều này thường diễn ra khi xuất hiện một trong ba tình huống: chủ nhà tư nhân chọn không tham gia chương trình trợ cấp thuê nhà khi kết thúc thời hạn hợp đồng; HUD chấm dứt hợp đồng trợ cấp thuê nhà; hoặc chủ nhà trả hết khoản vay thế chấp nhất định do chính phủ hỗ trợ trước ngày đáo hạn vay thế chấp. Trong một số trường hợp, chủ nhà phải thông báo cho quý vị về việc này một năm trước khi chấm dứt hợp đồng. Thủ tục chuyển đổi có thể gây ra tình huống trong đó các gia đình sống trong dự án có thể bị tăng tiền thuê nhà. Để bảo vệ quý vị và gia đình mình tránh bị tăng tiền thuê nhà, luật pháp quy định các biện pháp bảo vệ nhất định cho người thuê nhà. Các biện pháp bảo vệ này gồm có khả năng trợ cấp thuê nhà với quyền ở lại căn nhà. Một gia đình được Cơ quan Quản lý Gia cư Công cộng (PHA) địa phương xác định là đủ điều kiện sẽ có cơ hội nhận trợ cấp thuê nhà. Trợ cấp được cung cấp dưới hình thức Phiếu nhà ở Nâng Cao (Enhanced Voucher, ở lại) hoặc Phiếu Chọn nhà (Housing Choice Voucher, chuyển nhà).

Phiếu Nhà ở Nâng Cao Là Gì?

Một trong những cách mà gia đình có cơ hội ở lại căn nhà là với Phiếu Nhà ở Nâng Cao. PHA quản lý phiếu nhà ở sẽ xác định điều kiện nhận phiếu nhà ở nâng cao của quý vị. (Các) phiếu nhà ở này khác với phiếu chọn nhà (housing choice) Section 8 thông thường về hai mặt:

- Thứ nhất, phiếu nhà ở nâng cao cho phép quý vị có quyền ở lại căn nhà sau khi có thủ tục chuyển đổi miễn là căn hộ được tiếp tục sử dụng làm nhà cho thuê.
- Thứ hai, số tiền PHA có thể trả cho tiền thuê nhà tại căn nhà có thể cao hơn số tiền thuê nhà PHA sẽ trả cho một căn nhà tương tự có phiếu chọn nhà thông thường.

Hãy nhớ, *quý vị có thể ở lại căn nhà.* Quý vị không thể bị yêu cầu dọn đi hay trục xuất trừ khi có vi phạm hợp đồng thuê nhà nghiêm trọng hoặc nhiều lần. Những vi phạm này là những hành động như không trả tiền thuê nhà, không bảo dưỡng căn hộ, và những vi phạm hợp đồng thuê nhà khác được ghi trong hợp đồng thuê nhà đã ký. Quý vị vẫn có quyền ra tòa đối với các thủ tục trục xuất. Dựa trên yêu cầu của HUD, nếu quý vị sống trong một căn hộ mà PHA xác định là quá lớn hoặc quá nhỏ đối với gia đình quý vị, quý vị có thể được yêu cầu chuyển sang một căn hộ phù hợp hơn với quy mô hộ gia đình quý vị.

Bộ Gia Cư và Phát Triển Đô Thị Hoa Kỳ

Section 8:

Phiếu Nhà ở Nâng Cao

VÍ DỤ VỀ VI PHẠM HỢP ĐỒNG THUÊ NHÀ NGHIÊM TRỌNG

- Không trả tiền thuê nhà
- Lý do chính đáng theo chương trình phiếu chọn nhà
- Không bảo dưỡng căn nhà
- Phạm tội bạo lực trong căn nhà
- Bất kỳ nội dung gì được quy định trong hợp đồng thuê nhà như lý do được phép để chấm dứt hợp đồng thuê nhà

Tôi Muốn **Tìm** một **Nơi Khác để Sống**

Quyền Chuyển Nhà với Phiếu Chọn Nhà

Nếu quý vị không muốn ở lại căn nhà, quý vị có thể chuyển nhà. Quý vị sẽ nhận được phiếu chọn nhà để chuyển nhà thay vì phiếu nhà ở nâng cao. Nếu quý vị quyết định nhận phiếu chọn nhà, quý vị phải thanh toán lên đến 40% thu nhập hàng tháng đã điều chỉnh của quý vị. Phiếu chọn nhà cho phép quý vị sống ở bất kỳ đâu quý vị muốn trong nước miễn là quý vị đáp ứng tiêu chí nhất định do cơ quan quản lý gia cư công cộng đặt ra. Quý vị cũng có thể yêu cầu phiếu chọn nhà để chuyển nhà trước khi kết thúc bất kỳ thời hạn hợp đồng thuê nhà nào.

Thông Tin & Hỗ Trợ Bổ Sung

Liên hệ với đại diện Cơ quan Quản lý Gia cư Công cộng tại địa phương của quý vị để biết thông tin cụ thể về các quy định bảo vệ gia cư và người thuê nhà.

Quý vị cũng có thể liên hệ với Phòng Gia cư Công bằng và Cơ hội Bình đẳng của HUD theo số **1-800-669-9777**, nếu quý vị cho rằng mình đã bị phân biệt đối xử.

美国住房和城市发展部

第 8 节：

升值优惠券

了解您的权利

- 您有权凭借升值优惠券的援助继续在自己的物业中居住。
- 只要这些单元是被用作租房并且有资格获得“住房选择优惠券计划”的援助，您就可以在该单元居住。
- 除非有反复的严重违反租约行为或其他正当理由，您的租约不应被终止。

我的住房会有什么变化？

转变影响

您居住的建筑物正在经历一次转变。这种情况一般在发生下列三种情形之一时出现：某私人业主在合同期限到期时选择不参加租赁援助计划；HUD 终止租赁援助合同；或者，业主在抵押贷款到期日之前付清了某些政府援助的抵押贷款。在某些情况下，业主必须在终止合同一年之前为您提供这项通知。这种转变可能会给住在该项目住房的家庭带来租金上涨的情形。为保护您和家人免受租金上涨之累，法律为承租人提供某些保护。这些保护包括提供租金援助的可能性以及继续在该物业居住的权利。被当地公共住房管理局（PHA）确定符合资格的家庭有机会获得租金援助。这项援助以升值优惠券（继续居住）或住房选择优惠券（搬迁）的方式提供。

什么是升值优惠券？

家庭有机会可以继续在物业中居住的途径之一是使用升值优惠券。管理优惠券的PHA将会确定您是否有资格获得一份升值优惠券。这些优惠券与常规的第8节住房选择优惠券的区别表现在两个方面：

- 第一：升值优惠券允许您在转变之后继续留在该物业居住，只要该单元继续用于出租住房目的。
- 第二： PHA支付该物业的租金金额可能大于使用常规住房选择优惠券所支付的类似单元的金额。

请记住， *您可以继续在该物业居住*。除非有严重的或反复的违反租约行为，否则您无须离开也不应被驱逐出去。这类违规行为的例子包括不支付房租、不维修单元，以及您签署的租约上所列出的其他租赁违约行为。您仍然有权利去法院进行驱逐诉讼。根据HUD的要求，如果PHA确定您所居住的单元对您的家庭来说太大或太小，则可能要求您搬到一个与您家庭规模更匹配的单元。

美国住房和城市发展部

第 8 节：

升值优惠券

严重租约违规的例子

- 不交租金
- 优惠券计划规定的正当理由
- 没有维护物业
- 在该物业从事暴力犯罪
- 租约中列明的可以作为终止租约理由的任何事情

我想到一个新的地方去住

使用住房选择优惠券搬迁的权利

如果您不希望继续住在该物业，您可以搬迁。您会收到用于搬迁的一份住房选择优惠券，而不是升值优惠券。如果您决定取得住房选择优惠券，则您必须支付高达40%的调整后月收入。只要您符合公共住房管理局制定的某些标准，该优惠券即可以让您在美国任何您想去的地方居住。您还可以在任何租约到期之前要求一份优惠券。

更多信息和帮助

有关您住房和承租人保护的具体信息，请与您当地的公共住房管理局代表联系。

如果您认为自己受到歧视，您也可以致电 **1-800-669-9777** 与 HUD 的公平住房和平等计划办公室联系。

Departamento de Vivienda y Desarrollo Urbano de los EE. UU

Sección 8: Vales Mejorados

CONOZCA SUS DERECHOS

- Usted tiene derecho a permanecer en su propiedad con la ayuda de un vale mejorado.
- Puede permanecer siempre y cuando las unidades sean utilizadas como viviendas de alquiler y reúnan los requisitos para la ayuda en virtud del Programa de Vales de Elección de Vivienda.
- Su alquiler no puede ser rescindido salvo debido a violaciones reiteradas del contrato de alquiler u otra buena causa.

¿Qué está sucediendo con mi **vivienda**?

Medidas de conversión

Su edificio está atravesando una conversión. En general, esto sucede cuando ocurre alguna de estas tres situaciones: el propietario de una propiedad privada elije no participar en un programa de ayuda para el alquiler al finalizar el plazo del contrato; el Departamento de Vivienda y Desarrollo Urbano (HUD, por sus siglas en inglés) rescinde el contrato de ayuda para el alquiler; o el propietario cancela una hipoteca con ayuda del gobierno antes del vencimiento de la hipoteca. En algunos casos, el propietario debe notificarle de la rescisión del contrato con un año de antelación. La medida de conversión puede provocar una situación en la que las familias que viven en el proyecto podrían sufrir un aumento del alquiler. Para resguardarlos a usted y a su familia del aumento del alquiler, la ley ofrece determinadas protecciones para el arrendatario. Estas protecciones incluyen la potencial ayuda para el alquiler con el derecho de permanecer en la propiedad. Una familia declarada elegible por la Agencia de Vivienda Pública (PHA, por sus siglas en inglés) tiene la oportunidad de recibir ayuda para el alquiler. Esta ayuda se ofrece ya sea como un vale mejorado (permanencia) o como un vale de elección de vivienda (mudanza).

¿Qué es un **vale mejorado**?

Una de las formas en que las familias tienen la oportunidad de permanecer en la propiedad es con un vale mejorado. La PHA que administra los vales determinará si reúne los requisitos para recibir un vale mejorado. Estos vales tienen dos diferencias respecto de los vales de elección de vivienda normales de la Sección 8:

- En primer lugar, los vales mejorados le dan derecho a permanecer en la propiedad después de la medida de conversión siempre y cuando la unidad continúe como vivienda de alquiler.
- En segundo lugar, el importe que puede pagar la PHA para el alquiler de la propiedad puede ser superior al alquiler que pagaría la PHA por una unidad similar con un vale de elección de vivienda normal.

Recuerde: *usted puede permanecer en la propiedad.* No se puede obligarlo a irse o desalojarlo salvo debido a violaciones graves o reiteradas del contrato de alquiler. Ejemplos de estas violaciones son no pagar el alquiler, no efectuar el mantenimiento de la unidad y otras violaciones del contrato de alquiler enumeradas en el contrato firmado. Usted conserva el derecho de ir a un tribunal en caso de un juicio de desalojo. Según los requisitos del HUD, si usted vive en una unidad que la PHA considera demasiado grande o pequeña para su familia, se le puede solicitar que se mude a una unidad que sea más adecuada para el tamaño de su familia.

Departamento de Vivienda y Desarrollo Urbano de los EE. UU.

Sección 8:

Vales Mejorados

EJEMPLOS DE VIOLACIONES GRAVES DEL CONTRATO DE ALQUILER

- No pagar el alquiler
- Justa causa en virtud del programa de vales
- No efectuar el mantenimiento de la propiedad
- Un delito violento dentro de la propiedad
- Cualquier cosa especificada en el contrato de alquiler dada como razón permitiendo la terminación del alquiler

Quiero **buscar** un **nuevo lugar** para **vivir**

Derecho a mudarse con un vale de elección de vivienda

Si no desea permanecer en la propiedad, puede mudarse. Usted recibirá un vale de elección de vivienda para mudarse, en lugar de un vale mejorado. Si decide solicitar un vale de elección de vivienda, debe pagar hasta el 40% de sus ingresos mensuales ajustados. El vale le permite vivir en cualquier lugar del país que desee siempre y cuando usted cumpla determinados criterios establecidos por la agencia de vivienda pública. También puede solicitar un vale para mudarse antes de la finalización del alquiler.

Más información y ayuda

Comuníquese con el representante local de la Agencia de Vivienda Pública para obtener información específica de su vivienda y de las protecciones para arrendatarios.

También puede comunicarse con la Oficina de Vivienda Justa e Igualdad de Oportunidades del HUD al **1-800- 669-9777** si cree que ha sufrido discriminación.

SUNNYHILLS CONVERSION PROCESS

PER AB 1532: JMK TO PROVIDE NOTICE TO TENANTS AT TWELVE & SIX MONTHS PRIOR TO THE SCHEDULED EXPIRATION OF HUD CONTRACT

↓

WITHIN 120 DAYS OF EXPIRATION DATE, HUD TO CONFIRM JMK'S DESIRE TO OPT-OUT

↓

IF YES, HUD CONTACTS LOCAL SANTA CLARA COUNTY HOUSING AUTHORITY TO BEGIN VOUCHER ISSUANCE PROCESS

↙ ↘

TENANT WISHES TO STAY IN THEIR UNIT AT SUNNYHILLS

↓

TENANT RECEIVES AN ENHANCED TENANT PROTECTION VOUCHER

TENANT WISHES TO MOVE TO ANOTHER UNIT OUTSIDE OF SUNNYHILLS

↓

TENANT RECEIVES A TENANT PROTECTION VOUCHER

HOUSINGAUTHORITY
SANTA CLARA COUNTY
making homes, growing communities

Santa Clara County Housing Authority
505 West Julian Street
San José, CA 95110
408.275.8770
scchousingauthority.org

July 26, 2021

Sharon Goei, Director of Building Safety and Housing
City of Milpitas
455 E. Calaveras Blvd.
Milpitas, CA 95035

Dear Ms. Goei:

This letter is to confirm that Sunnyhills Apartments located at 1724 Sunnyhills Court in Milpitas, California is located with the Santa Clara County Housing Authority's jurisdiction. The Sunnyhills property is in a Project Based Rental Assistance contract for 149 of its units with the U.S. Department of Housing & Urban Development (HUD). This contract is expected to expire on February 28, 2023.

If the property owner allows the contract to expire, HUD will reach out to the Santa Clara County Housing Authority to ask if we will administer 149 tenant protection vouchers for the residents of the units under the expiring contract. These vouchers allow the residents to pay a subsidized rent amount for their rental unit instead of the open market rent.

If the Santa Clara County Housing Authority is asked by HUD to administer tenant protection vouchers for the impacted residents of Sunnyhills Apartments, the agency commits to accept the offer from HUD and administer the Section 8 assistance for the residents of Sunnyhills Apartments.

If you have any questions about the Section 8 program or tenant protection vouchers, please contact Felipe Casas, Senior Housing Policy Analyst by email at felipe.casas@scchousingauthority.org or by phone at (408) 993-2971.

Sincerely,

Preston Prince
Executive Director, Santa Clara County Housing Authority

Dear Sunnyhills Resident,

This purpose of this letter is to provide you with important information related to the continued affordability of Sunnyhills apartments.

As you are probably aware, in 2017, the Owner of Sunnyhills Apartments had proposed redevelopment of Sunnyhills Apartments. This would have resulted in the loss of 149 affordable units and displaced many Milpitas residents. In order to maintain these affordable units, the City negotiated a five-year agreement with the Owner which resulted in an extension of the U.S. Department of Housing and Urban Development (HUD) contract voucher program through February 28, 2023. In exchange, the City agreed to reimburse the Owner $250,000 per year for the 5-year extension period, totaling $1.25 million, to assist with costs associated with capital improvements and repairs of the property. The City also provided an additional $200,000 in Community Development Block Grant funding for roof replacement.

The five year agreement was intended to be an interim solution while a long term affordability solution was pursued. Although the City met with the Owner six times in 2019, along with other potential affordable housing partners, there was no long-term affordability solution developed. The Owner only moved forward with the development of 44 new units on the property, which include 37 market rate units and 7 affordable units. This project is currently in the permit review phase.

In spring 2021, the Owner approached the City with a proposal for the City to continue funding affordability at Sunnyhills through a 5-year agreement with three renewal options of 5-year extension each, for a total of 20 years with funding of $250,000 per year with a 3% annual increase. This request amounts to over $6.7 million. No known sources are available for the City to fund this proposal.

Also, in spring 2021, the Owner notified Sunnyhills residents that as of March 1, 2023, the HUD contract that maintains the affordability of the 149 units will expire and the rules that keep their units affordable may no longer apply.

If the Owner chooses not to renew the HUD contract and a conversion from affordable to market rate housing occurs, the City wanted to ensure that the residents of Sunnyhills Apartments had resources and options to mitigate the impact of this action. To that end, City staff met with the local Housing Authority about a potential conversion from affordable to market rate units.

Information about potential scenarios and options for the residents was presented to the City Council on August 17, 2021. The full agenda report is included as an attachment and a summary of key points is described below.

Possible Future Scenarios for Sunnyhills
Since the City will not be able to provide ongoing funding to maintain affordability in the Sunnyhills apartments, the Owner could choose to pursue one of three possible scenarios as discussed below:

Scenario 1: Affordable units are retained without City funding
Scenario 2: Affordable units are converted into market rate units
Scenario 3: Units are demolished, and property is redeveloped by Owner or another entity

DRAFT

Scenario 1: Affordable units are retained without City funding
The Owner could maintain affordability at the site by either renewing the HUD contract or by selling the property to another entity that will maintain affordability. The Owner has until March 2022 to notify HUD if they intend to not renew the HUD contract and convert Sunnyhills to market rate housing. The Owner may sell the property to a qualified preservation entity that will maintain affordability, in accordance with AB 1521. The Owner may also choose to renew the HUD contract to retain the 149 affordable units and the consistent rent they provide. In this scenario, no additional actions will need to be taken by the City and there will be no impact to the residents at Sunnyhills.

Scenario 2: Affordable units are converted into market rate units
Should the Owner decide not to renew the HUD contract and convert the development to market rate units, the Owner must first follow the process outlined by AB 1521 and HUD. The Owner has already begun posting notices and appears to be aware of the requirements under AB 1521.

When a conversion from affordable to market rate housing occurs, the law provides tenant protections that include rental assistance with the right to remain at the property. Once it is determined that Sunnyhills will not be sold as a part of AB 1521, HUD will coordinate with the local Housing Authority, Santa Clara County Housing Authority, who will administer the process to provide each of the 149 occupied, affordable units, either a Tenant Protection Voucher or an Enhanced TPV prior to the expiration date of the HUD contract. Enhanced TPVs are for tenants that remain in place and standard TPVs for tenants that move from their apartment to a different housing unit.

A more detailed explanation of the timeline of events, Tenant Protection Vouchers, and Enhanced Tenant Protection Vouchers can be found in the attached staff report.

Scenario 3: Units are demolished, and property is redeveloped by Owner or another entity
Given the past discussions about redeveloping Sunnyhills and the age and configuration of the units at Sunnyhills, the Owner may determine that the highest and best use of the asset would be to demolish and redevelop Sunnyhills or simply sell Sunnyhills at a premium to another developer. While this is still a possible scenario, it may be unlikely in the near future due to the planned 44-unit development.

In the unlikely event that the units would be demolished, the residents occupying a subsidized unit would still receive a Tenant Protection Voucher from the SCCHA to retain their subsidy in a new unit. Same as the Tenant Protection Vouchers described above, the tenants would be able to take their vouchers to a new housing unit with rental assistance up to the Housing Choice Voucher payment standard.

The City has consistently expressed strong commitment to ensuring housing stability and affordability for the Sunnyhills residents. We want to ensure that you are well informed about your options and available resources and have attached the entire staff report, along with the full translation in Vietnamese, Chinese, and Spanish. If you have questions, please feel free to contact Housing@ci.milpitas.ca.gov.

Sincerely,

City of Milpitas

DRAFT

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Receive Report on the Community Identification and Brand Study Public Engagement and Outreach and Provide Direction on Community Mark/Logo**
Category:	Community Development
Meeting Date:	8/17/2021
Staff Contact:	**Charmaine Angelo, Public Information Officer, 408-586-3055**
Recommendations:	1. Receive report on the Community Identification and Brand Study Public Engagement and Outreach. 2. Provide direction to staff on the Community Mark/Logo for Citywide use.

Background:

In 2019, the City engaged the firm Articulate Solutions to conduct a Community Identification and Brand Study. The purpose of this Study was to understand the unique attributes and impressions of the City as seen through the lens of various groups during this time of transformation. The City's fast pace of growth has resulted in significant changes in demographics as the City welcomes new members to the community while nurturing those who have resided here for decades. The Study also provides an essential foundation for understanding the history, values, unique attributes, and overall personality of the City of Milpitas. The consultant team from Articulate Solutions was asked to develop a strong and modernized brand to support economic development, guide placemaking in the City, and complement the implementation of several other long-term planning initiatives.

Phase 1 Summary

The consultant team-initiated Phase 1 of the Brand Study in 2019 with a citywide tour of Milpitas and in-depth research into the history and socio-economic growth and development of the community. The consultant team engaged various stakeholders and target audiences, including staff, residents, businesses, non-profits, community partners, and other cities and regional partners, through focus group discussions, online surveys, and community meetings. Stakeholders were broadly categorized in the following groups:

Based on stakeholder input and the consultant team's research, the following key themes rose to the top:

1. **Diversity** was a theme that came up repeatedly in conversations and was the top word used to reflect Milpitas. The City of Milpitas includes a diverse mix of races, cultures, ages, and backgrounds. This spirit of integration and inclusiveness has been part of this community since its earliest days.

2. Milpitas is also a very **Friendly** community with the people of Milpitas being very friendly, down-to-earth, and welcoming.

3. Another key aspect of Milpitas is that it has always been a **Crossroads.** Main Street was once the main connecting road between Oakland and San Jose. The City is now located between two major freeways (I-680 and I-880) and between two major cities (San Jose and Fremont) in the heart of Silicon Valley. And the Bay Area Rapid Transit (BART) extension to Milpitas will provide a vital new connection between the South Bay, San Francisco, and East Bay.

In addition to these three top themes, the consultant also heard from the stakeholders that this is an exciting time of opportunity for Milpitas and that the history of the origins of the City is strongly woven into its fabric. Other top archetypes for the City's character included compassion, wholesomeness, and a progressive attitude. Stakeholders also identified the following unique attributes and key assets of the City: restaurants, shopping at the Great Mall, undeveloped hillsides, parks and open spaces, golf courses, good schools, and fun activities for families.

On May 19, 2020, Council provided staff direction to proceed with Phase II of the Community Identification and Brand Study.

Based on Council direction, City staff and the consultant provided a presentation on the community mark/logo top contender options at the May 4th, 2021 meeting. In the presentation, staff also shared the various community outreach initiatives lined up to help encourage public engagement and input on the community mark that best represents the City of Milpitas.

At the May 4, 2021, meeting, Council provided preliminary feedback on the logos and directed staff to bring back the community mark/logo item at a later time. Council also provided direction to not pursue any work on updating the City seal.

On August 5, 2021, City staff presented the results of the Community Identification and Brand Study Public Engagement and Outreach. The presentation highlighted the community's preference for Alternative C. City Council provided staff direction to present qualitative community input associated with Alternative C at the next meeting. Additionally, staff was also asked to explore modifying the community mark to address City Council feedback associated with adjusting the execution of the rolling hills, improving the overall logo color scheme to make it more colorful, and replacing the visual representation of Milpitas' agricultural history.

Analysis:

This section provides information on the result of the Community Identification Public Engagement and Outreach. Staff is seeking Council direction on the presented Community Mark/Logo top contenders for Citywide use.

The top three contender community marks/logos are:

Alternative A

Alternative B

Alternative C

In order to gain an understanding of the opinions and sentiments of the community towards a new modernized brand, the City implemented a multi-pronged Public Engagement and Outreach program designed to reach various audience groups and segments in the City. This was done through identifying strategic venues, events and platforms that will allow the City to gather relevant input online and offline. It is important to note that various media outlets such as The Mercury News, Milpitas Beat and Milpitas Post featured the Community Identification and Brand Study initiative and encouraged the community to participate in the online survey. Additionally, an e-mail blast was sent to various stakeholder groups that include community-based organizations, businesses, City employees, Commissions, etc. to help get the word out about the study. City staff also worked closely with MUSD (Milpitas Unified School District) and the Santa Clara County Library District/Milpitas Library for further outreach. Lastly, information about the survey and in-person activities was shared across all City-owned online platforms.

For the month of July, the City capitalized on various communication tools to secure community feedback. Participants who cast their votes are comprised of residents (70%), people who work in Milpitas (20%), and "others" who represent people who work with the City as vendors or contractors, visitors, etc. (10%). Below are the total votes by initiative, which shows the undeniable trend that indicates the community's consistent preference for Alternative C.

Initiative	Number of Respondents	Alternative A	Alternative B	Alternative C
Open Townhall Online Survey	520	119	90	**311**
Senior Movie Night In-Person Outreach (July 9)	21	3	2	**16**
Senior Lunch Service	61	10	17	**34**
Sports Center	36	1	16	**19**
Performing Arts Concert (July 18)	30	2	8	**20**
Police Department Lobby	19	2	3	**14**
Fire Station 1 Lobby	29	2	**19**	8
Movies in the Park (July 23)	41	3	17	**21**
Beautify Milpitas (July 24)	14	2	5	**7**
Milpitas Library	245	37	87	**121**
Total	1016	181	264	571

Out of 1,016 community participants, more than half (571) selected Alternative C. Of the 571 community members, fifty qualitative comments were submitted. A majority of the comments reinforce the Milpitas community's favorable reaction and positive association with Alternative C. Community members used various terms such as "superior," "best," "love," "beautiful (harmony)", and "meaningful" to describe Alternative C. Of the 50 submitted comments, four community members mentioned corn or corn fields. Another four comments were related to adding more color to the community mark.

Below are examples of the positive remarks about Alternative C:

- "When I think of a logo for a city, I'm thinking about what's going to look good & stay fresh 30 years from now. For me, Alternative C is the most like a current city logo. I'm impressed with how many different ideas and how much Milpitas culture it conveys in one logo."
- "I Like how history is represented on Alternative C. Yes, make progress forward but never forget the past."
- "Alternative C is the perfect community mark because it illustrates the scenic backdrop of the city, rich history, and family environment of Milpitas."
- "I select Alternative C because the logo represents City of Milpitas well by all the following: Unity, High Tech, History, Family & Safety!"
- "Alternative C demonstrates a beautiful harmony between nature and the people who call Milpitas their home. Nature and People coming together!"
- "I believe a mix of the history Milpitas, as well as symbolizing growth and forward progress will best suit the current Milpitas logo (Alternative C)."
- "Alternative C ultimately gets the vote. The primary reasons are that it's compact, contains more grounded elements, and is more intuitive."
- "Alternative C fits the city and community spirit the most."

Below are suggested modifications to Alternative C:

- “The hills: Right Side of the mountains should be a rolling hill, not mountains. Smooth out just the right mountain to a hill (shows diversity) Maybe change the green color to a different shade. Colors should be vibrant colors. Try the Wi-Fi a teal color or blue green.”
- “Suggest relooking at the Milpitas text font on Alternative C and possibly integrating more colors to indicate the diversity in our city.”
- “Even though Alternative C is my favorite, I like the colors of the other 2 logos, to show diversity. Can we incorporate more color?”
- “What about the corn? Milpitas grew corn. Corn in a laptop. Never forget where you came from.”
- “Milpitas means little corn fields. I'm surprised that wasn't incorporated into the logo.”
- “Milpitas means little cornfields in the Native tongue of the Ohlone Indians I believe. I wish a corn and stalk would have been incorporated in the new improved symbol. I believe it shows respect to the Natives that once inhabited this land as well show respect for the current diversity. My friends growing up in Milpitas still refer to the little cornfield".
- “I'm not sure Wi-Fi is a great symbol for the city. What happens if technology evolves, or Wi-Fi falls out of favor for better wireless connectivity? I think something that represents the feel of our community, hopes for the future, and geography would be best.”
- “The only feedback I have is that in the logo the word Milpitas can be made slightly more colorful & brighter (Fuchsia, Yellow or Purple). Thank you.”

A complete report of the community input associated Alternative C comments can be found in the attachment.

This section provides community mark updates on Alternative C based on City Council feedback at the August 5 ,2021 meeting. City staff worked with the consultant team to address three specific themes: (1) improving the visual of the rolling hills, so that it doesn’t look like a mountain; (2) adding more color to the community mark to make it more vibrant; and (3) including alternative elements to help represent Milpitas’ agricultural history (i.e., corn or oak leaf). Staff is seeking Council direction on the updated Community Mark/Logo options for Citywide use.

Community Approved Alternative C

Below are five revised community marks, All the Alternatives include an updated version of the rolling hills. Two Alternatives include an oak leaf (C2 and C3). Another two Alternatives feature a visual representation of corn (C4 and C5). Alternatives C3 to C5 include additional colors, compared to the original Option C and modified Alternatives C1 and C2, which have a blue and green color palette.

Alternative C1 Alternative C2

Alternatives C1 and C2 are recommended because the color scheme, combined with the various elements, provides a more focused and balanced logo. More importantly, the executions are very similar to the mark that the community selected.

Alternative C3 Alternative C4 Alternative C5

Alternatives C3 to C5 are not recommended because the multicolored elements and various logo elements result in designs that are busy and not very cohesive. Also, these alternatives are very different from the original version presented to the community.

Additional Considerations

If the City Council decides to move forward with any of the updated community marks, the final logo will not be identical to the version that the community selected during the extensive public engagement and outreach process. However, alternatives C1 and C2 are very similar to the original concept C so another round of outreach will not be required. If any of the other alternatives are selected, a second round of public outreach is recommended.

Any additional changes or logo exploration will also require additional staff and consultant resources and will impact the timeline for the roll out of the new community mark.

Formalizing the City's Community Mark/Logo

Upon receiving Council direction on the community mark/logo for Citywide use, the consultant team will formalize the brand through the creation of a Style Guide. This will be a comprehensive document that will include a revised logo mark, color palette, recommended fonts, and other core brand elements. Once established, these guidelines will be applied to all City communications including business stationery, flyers, posters, newsletters, and other materials. A multi-phased approach will be pursued in the application of the new community mark/logo. This means that any future cost will not be fully funded by the City. Staff will be looking at grants, sponsorships, future CIP and development projects as well as funding through Main Street initiatives.

Using the Style Guide as a reference, the City's website design and City-owned social media accounts will be refreshed so that it aligns with the City's updated brand and other materials. Gateway and wayfinding signage are effective ways to create a sense of "place" that helps to define boundaries, boost community pride, welcome visitors, and drive business growth. A comprehensive plan for new gateway signage at key entry points as well as wayfinding signs to important landmarks would be a powerful way to reinforce the new City of Milpitas brand.

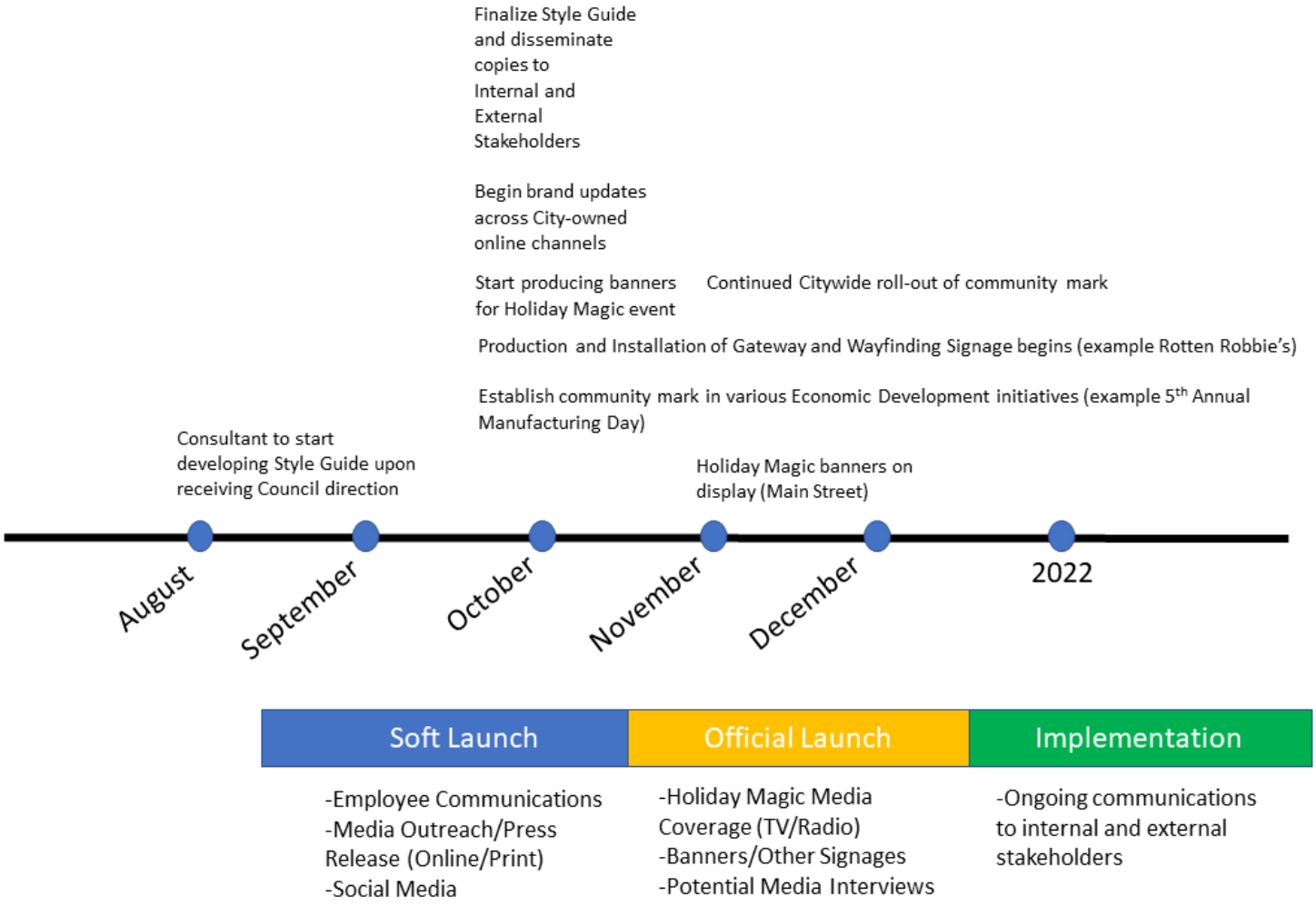
The new City brand will essentially provide a meaningful connection to existing residents and business community, attract potential home buyers and business investors, instill a sense of community pride and cohesion, and enhance economic vitality.

Tag Line/Slogan

City staff and the Consultant have expended time and effort into developing a modernized Milpitas brand. Equally important to the identification of a community mark/logo is the articulation of an authentic message that reflects the City's identity. Once the community mark/logo has been finalized, staff will evaluate options for tag lines, including potentially retaining existing ones such as "Crossroads of Silicon Valley" and "Gateway to Silicon Valley" or developing a new one which reflects the feedback received through the public engagement and outreach effort.

Proposed Timeline

The Consultant will need between 45 to 60 days to develop the Style Guide because the team will have to apply the community mark/logo to a variety of items. After securing City approval, the guide will be shared with City staff followed by external stakeholders. A soft launch will be implemented beginning October to help build momentum for the City's Holiday Magic event, which is where the new community mark will be unveiled to the public. A visual timeline that illustrates some of the initial launch elements can be found on the following page.



City Seal and The Minuteman

During the August 18, 2020 Council meeting, the City Council, at the request of Councilmember Phan directed City staff to include a discussion of "The Milpitas Minuteman" image when the Community Identification and Brand Study (Phase II) comes forward for Council discussion. Results from the Phase I study reveal that there is mixed feedback from the Milpitas community with regard to the Minuteman image.

Since any modifications to the seal will likely require extensive community outreach, staff requested for preliminary feedback from Council. At the May 4, 2021 meeting, Council did not ask staff to move forward with making any modifications to the City Seal.

Next Steps

Upon receiving Council direction on the community mark/logo designs, staff will work with the consultant to finalize the second part of the Phase II scope of work, which will include the following:

1. Creating a comprehensive communications template and style guide with guidelines and design templates for brand application to all City communications tools, to drive consistency, awareness and influence;
2. Refreshing the City website design to align with updated brand;
3. Developing a gateway and wayfinding signage guide to reinforce the new brand throughout the City and establish a sense of place and affiliation; and

4. Identifying other potential projects as needed in alignment with economic development and new development projects.

Policy Alternative:
Alternative: Do not move forward with applying any of the community mark/logo designs to a comprehensive communications template and style guide with guidelines and design templates, which will jumpstart the important work related to the City's overall placemaking strategy.

Pros: The City could divert the remaining consultant funds to other purposes.

Cons: This would delay the development of a strong and modern brand to attract economic development, support local economic recovery, enhance placemaking, and implement several long-term planning initiatives.

Reason not recommended: The community mark/logo signature will provide a meaningful connection to residents, local business owners, and visitors and instill a sense of community pride and boost economic performance. Phase II of the Study is timely since it is linked to the success of many other important long-term efforts. The consultant costs for Phase II have already been budgeted and encumbered. Using the next several months, as economic activity is expected to be in early recovery, developing a strong and modern brand will allow the City to be well positioned for the future as the development projects are complete, BART is operational, and the City facilitates local economic recovery.

Fiscal Impact:
There are no additional consultant costs for Phase II since these have already been encumbered. Any additional implementation costs will be brought forward separately as part of other projects and programs. Staff is looking at a phased rollout, which means that any future cost will not be fully funded by the City. Staff will be looking at grants, sponsorships, future CIP and development projects as well as funding through Main Street initiatives.

California Environmental Quality Act:
This action does not qualify as a "Project" under the California Environmental Quality Act (CEQA) Guidelines Section 15378 as this action has no potential to result in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment.

Recommendations:
1. Receive report on the Community Identification and Brand Study (Phase II).
2. Provide direction to staff on the Community Mark/Logo for Citywide use.

Attachment:
1. Community Identification Logo Options (Phase II)
2. Public Engagement and Outreach Qualitative Community Input
3. Community Identification Updated Logo Options

MILPITAS

Abstract "M" created by intersecting lines that represent **crossroads**

+

Curved lines also suggest **rolling hills**

Mix of modern colors symbolizes **diversity** of cultures

+

Graphic resembles wi-fi symbol and **high tech**

+

Logo mark is centered, conveying **strength**

+

Bright colors feel **modern**, **innovative**, and **energetic**

milpitas

m + lp + pit + s +

Lower-case "m" is casual and **friendly** that feels welcoming

The "l" and "p" characters connect to form a **crossroads**

Dark green shape suggests the rolling hills and also an upward-facing arrow as a symbol of **exciting** growth

Tail on the letter "s" extends to the right, conveying **forward progress**

Bright colors feel **modern**, **innovative**, and **energetic**

Rectangle shape is strong, solid, and connotes **unity**

+

Curved lines suggest **rolling hills**, with leaf shape representing **agriculture** and wi-fi symbol representing **high tech**

+

Graphic resembles original Ford plant (now Great Mall), representing **history**

+

Line graphic suggests **connectivity** and **rolling hills**, while also forming a roof shape to connote home and **family**

+

Green and blue colors represent **growth** and **safety**

Community Identification and Brand Study Public Engagement and Outreach
Alternative C Qualitative Community Input

1. Alternative C seems like it would work well in black and white, which is important to save money when possible.
2. Alternative C: The hills: Right Side of the mountains should be a rolling hill, not mountains. Smooth out just the right mountain to a hill (shows diversity) Maybe change the green color to a different shade. Colors should be vibrant colors. Try the Wi-Fi a teal color or blue green.
3. Alternative C is good.
4. Suggest relooking at the Milpitas text font on Alternative C and possibly integrating more colors to indicate the diversity in our city.
5. For Alternative C, the box conveys a feeling of constraint and seems like it's stifling the elements within. It also has the challenge of making the text readable when printed or displayed in a small size.
6. Milpitas means little corn fields. I'm surprised that wasn't incorporated into the logo.
7. Alternative C: The Ford plant looks more like a mission archway to me.
8. The name Milpitas is the plural diminutive of milpa, Mexican Spanish for "cornfield." The name means "Place of little cornfields." The word milpa is derived from the Nahuatl words milli, meaning "agricultural field," and pan, meaning "on." We must adhere to our heritage. It makes us unique.
9. Alternative C: I think Milpitas should be in all caps for all lower-case lettering.
10. Excited about this!
11. Alternative C is the only one that doesn’t look like a campaign logo for a politician.
12. I love the color scheme selected, however I preferred Alternative C because it can still stand out on its own when printed in BLACK n WHITE. I have to consider this as most Prints are not readily available in color, so having it still STAND out and convey same message without color makes a stronger statement and recognizable.
13. Bay Area is a high-tech city. Love it!
14. As home, my picture of Milpitas is a comfortable place where I can return at any time and enjoy the smaller parts of life. However, I want Milpitas to flourish as a city and grow economically. I believe a mix of the history Milpitas, as well as symbolizing growth and forward progress will best suit the current Milpitas logo.

15. Alternative C has good composition, upright rectangular border and Ford plant element echo each other nicely. The elements for rolling hills, leaf and technology reflect important aspects of the city and provide interesting shapes in the logo. Good color palette can be simplified to one green and one dark blue if needed (dark blue, light blue, green and white). The word "Milpitas" pops nicely using white text on dark blue background, good clean font.

16. Alternative C ultimately gets the vote. The primary reasons are that it's compact, contains more grounded elements, and is more intuitive to what people may prefer in a logo.

17. Milpitas means little cornfields in the Native tongue of the Ohlone Indians I believe. I wish a corn and stalk would have been incorporated in the new improved symbol. I believe it shows respect to the Natives that once inhabited this land as well show respect for the current diversity. My friends growing up in Milpitas still refer to " The little cornfield".

18. What about the corn! Milpitas grew corn. Corn in a laptop. Never forget where you came from.

19. I feel that this logo represents a wide range of what Milpitas has to offer its community.

20. Alternative C fits the city and community spirit the most, but it is complicated. I don't think the circle looks like "Wi-Fi". Maybe they can reduce the lines, and switch to a solid image for the leaves. I like the M line (Milpitas, the hills) and the leaves (sustainability). However, I do not like the Ford plant, which looks like triumphal arch in France or Europe.

21. Alternative C demonstrates a beautiful harmony between nature and the people who call Milpitas their home. Nature and People coming together!

22. Represent the love of Milpitas culture!!!

23. Alternative C is historical, but too much line-art.

24. I like Alternative C the best but maybe a little more rectangular (wider).

25. Alternative C presents the City of Milpitas in more meaningful way. I love it. Thank you!

26. Alternative C represents the past history. Need to look forward.

27. I like a graphic with the city name. However, the line graphic looks like mountains, it does not suggest a roof or family or home. So now there are two graphics for hills/mountains. The building graphic is not suggestive of the Ford plant or Great Mall, but maybe business in general. A logo should not have to be explained.

28. I think Alternative C conveys its message best without the need for explanation bullets.
29. Alternative C shows great work and an exciting time in the City
30. Alternative C should be the town logo as it depicts the city changing with the times.
31. Alternative C is balanced, will translate well to single color applications, and represents Milpitas. It will be most practical for all around use.
32. Alternative C has good representation of our history but as a grayscale icon the city name is hard to read and looks cluttered.
33. I selected the one I believe is the best of the three. Alternative C represents Milpitas and is the best of the 3.
34. Community mark Alternative C Is strong and encompassing, .It is professional yet welcoming and warm. To me it indicates A come into my city, Feel welcome, successful and happy, kind of message.
35. Alternative C is the most effective and noticeable for color or black and white printing.
36. I'm not sure Wi-Fi is a great symbol for the city. What happens if technology evolves or Wi-Fi falls out of favor for better wireless connectivity? I think something that represents the feel of our community, hopes for the future, and geography would be best.
37. Alternative C represents Milpitas well and gives a welcoming feeling
38. Alternative C looks the most official
39. The official logo should be Alternative C.
40. Even though Alternative C is my favorite, I like the colors of the other 2 logos, to show diversity. Can we incorporate more color?
41. Alternative C is far superior.
42. When I think of a logo for a city, I'm thinking, "What's going to look good & stay fresh 30 years from now?" For me, Alternative C is the most like a current city logo. I'm impressed with how many different ideas and how much Milpitas culture it conveys in one logo.
43. Alternative C is most pleasing to look at.
44. Alternative C is a great new mark / logo design!
45. I like the clarity of ID with Alternative C - the word "Milpitas" stands out. This isn't an art contest - but a logo for the city.

46. Like how history is represented on Alternative C. Yes, make progress forward but never forget the past.
47. Community Mark/Alternative C represents the Milpitas City the best because the logo depicts all the following traits of Milpitas: Unity, High Tech, History, Family & safety. The only feedback I have is that in the logo the word Milpitas can be made slightly more colorful & brighter (Fuchsia, Yellow or Purple). Thank you.
48. Community Mark Alternative C best epitomizes the City of Milpitas as it represents the beautiful scenic view of rolling hills, tech forward mindset, and family!
49. I select Alternative C because the logo represents City of Milpitas well by all the following: Unity, High Tech, History, Family & Safety!
50. Alternative C is the perfect community mark because it illustrates the scenic backdrop of the city, rich history, and family environment of Milpitas.

Community Identification and Brand Study Updated Community Mark/Logo Options

Community Approved Logo

Alternative C1

Alternative C2

Alternative C3

Alternative C4

Alternative C5

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Approve and Authorize the City Manager to Execute a General Services Agreement with BrightView Landscape Services, Inc. for Landscaping Services at Various City Facilities for the Not-to-Exceed Amount $581,300.00 for a Five-Year Period Subject to the Annual Appropriation of Funds.**
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	8/17/2021
Staff Contact:	**Tony Ndah, Public Works Director, 408-586-2602 and Chris Schroeder, Purchasing Agent, 408-586-3161**
Recommendation:	Approve and Authorize the City Manager to Execute a General Services Agreement with BrightView Landscape Services, Inc. for landscaping services at various City facilities for the not-to-exceed amount of $581,300.00 over a five-year period, subject to the annual appropriation of funds.

Background:

On September 30, 2016, the City entered into a five-year contract with Mike Davis Landscape Services, to provide landscape maintenance services at eleven (11) City facilities. The contract is set to expire on September 30, 2021. As such, Public Works staff coordinated with Purchasing to issue a Request for Proposals in order to provide continued landscape maintenance services at City facilities.

The proposed agreement would be for a five (5) year period, fixed-price contract for annual landscaping services based on satisfactory performance.

Analysis:

On April 16, 2021 the Purchasing Unit released a Request for Proposals (RFP No. 2522) for Landscaping Services at Various City Facilities. The RFP was publicly noticed in accordance with the City's Municipal code, advertised on the City's website, email notifications were sent to companies registered with the City via ProcureNow.com, the City's eProcurement system. Upon release, 398 firms received the solicitation notification and 14 firms downloaded the RFP documents. The Purchasing Unit received three (3) proposals by the 2:00 p.m. PDT May 20, 2021 deadline in response to the RFP. The proposals were reviewed for compliance to the specification of the RFP and all were accepted. The three proposals were received from the following contractors:

1. BrightView Landscape Services
2. Mike Davis Landscape Services
3. New Image Landscape Company

The proposals were evaluated by a review panel based on the following criteria:

- Cover letter outlining the contractor's firm and experience
- Company Profile
- Execution plan for the scope of work
- Personnel assigned to provide the services
- References
- Proposed compensation

The table below provides a summary of the aggregate scores received by each contractor from the review panel:

BIDDING CONTRACTOR	AGGREGATE SCORE
BrightView Landscape Services	82.83
Mike Davis Landscape Services	72.58
New Image Landscape Company	68.25

The evaluation panel concluded that Brightview Landscape Service Inc. provided the most advantageous proposal for providing landscape services for the City, taking into consideration all evaluation factors.

Landscape maintenance services under this agreement would be performed at the facilities listed in the table below:

Location	Address
City Hall	455 E. Calaveras Blvd.
Community Center	457 E. Calaveras Blvd.
Senior Center	40 N. Milpitas Blvd.
Milpitas Sports Center	1325 E. Calaveras Blvd.
Fire Station No. 1	777 S. Main St.
Fire Station No. 2*	1263 Yosemite Dr.
Fire Station No. 3	45 Midwick Dr.
Fire Station No.4	775 Barber Ln.
Milpitas Community Library	160 N. Main St.
Public Works Admin/Corp Yard	1265 N. Milpitas Blvd.
Police Station	1275 N. Milpitas Blvd.

* The contractor will start providing services once the Fire Station is built and the City issues a Notice to Proceed.

Annual landscaping services performed at the City's eleven (11) facilities includes, but is not limited to, weed abatement, irrigation system maintenance and repairs, pesticide application, turf care, groundcover maintenance, pruning, and cleaning. The contract scope includes expanded services related to biannual fertilizing, annual mulching, and spring and fall annual planting.

Policy Alternatives:

Alternative 1: Direct City staff to provide the required services with in-house resources.

Pros: Increased work responsibilities for City Public Works staff.

Cons: City staff do not have sufficient resources to provide these services in addition to the ongoing operations and maintenance of the City's infrastructure.

Reason not recommended: The City does not have sufficient resources to perform the landscaping services at various City facilities. The City would need to purchase equipment and hire additional staff, which would delay this work.

Fiscal Impact:
This project will be funded from the Fiscal Year 2022 operations budget of the Public Works Department for an amount not to exceed $116,260.00 in the first year, and a total amount not-to-exceed $581,300.00 over the five-year period, subject to annual appropriation of funds by Council during the annual budget process. Sufficient funds for the project are available in the Public Works Facilities Maintenance operating budget for this service.

California Environmental Quality Act:
By the definition provided in the California Environmental Quality Act (CEQA) Guidelines Section 15378, this action does not qualify as a "project" for the purpose of CEQA as this action has no potential to result in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

Recommendation:
Approve and Authorize the City Manager to Execute a General Services Agreement with BrightView Landscape Services, Inc. for landscaping services at various City facilities for the not-to-exceed amount of $581,300.00 over a five-year period, subject to the annual appropriation of funds.

Attachments:
1. General Services Agreement with BrightView Landscape Services, Inc.

CITY OF MILPITAS
AGREEMENT FOR LANDSCAPING SERVICES AT VARIOUS CITY FACILITIES SERVICES

1. PARTIES AND DATE.

This Agreement for LANDSCAPING SERVICES AT VARIOUS CITY FACILITIES Services ("Agreement") _____ by and between the City of Milpitas, a municipal corporation organized under the laws of the State of California with its principal place of business at 455 E. Calaveras Boulevard, Milpitas, California 95035 ("City") and **Brightview Landscape Services, Inc.**, a corporation with its principal place of business at **980 Jolly Road Suite 300, Blue Bell, PA 19422** ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain LANDSCAPING SERVICES AT VARIOUS CITY FACILITIES services required by City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing LANDSCAPING SERVICES AT VARIOUS CITY FACILITIES services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Contractor to render such services for the **LANDSCAPING SERVICES AT VARIOUS CITY FACILITIES – RFP No. 2522** project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the services and advice on various issues affecting the decisions of City regarding the Project and on other programs and matters affecting City ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term.

The term of this Agreement shall be from **September 20, 2021** to **September 19, 2026**, unless earlier terminated as provided herein. The City reserves the right to review the Contractor's performance at the end of each year and cancel all or part of the Agreement.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee of City. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and 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 of Services under this Agreement 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, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit “B” attached hereto and incorporated herein by reference. Contractor represents that it has the skilled personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Contractor has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence and experience upon written approval of City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to City, or who are determined by City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by Contractor at the request of City. The key personnel for performance of this Agreement are as follows: .

3.2.5 City's Representative. City hereby designates **Public Works Manager – Facilities and Fleet**, or his or her designee, to act as its representative for the performance of this Agreement (“City's Representative”). City's Representative shall have the power to act on behalf of City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than City's Representative or his or her designee.

3.2.6 Contractor's Representative. Contractor hereby designates **Fred Freund, Senior Vice President** or their designee, to act as its representative for the performance of this Agreement (“Contractor's Representative”). Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Agreement. Contractor's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, contractors and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by contractors in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services 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 Services, including any required business license, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from City, any services necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein, and shall be fully responsible to City for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Contractor's errors and omissions.. Any employee of Contractor or its subcontractors who is determined by City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to City, shall be promptly removed from the Project by Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 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 Project or the Services, 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 Services. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance. Contractor shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under Exhibit "D" (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 secured all insurance required therein.

3.2.11 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, 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: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or

injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Five Hundred Eighty-One Thousand Three Hundred Dollars and Zero Cents ($581,300.00)** without written approval of City's City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 California Labor Code Requirements

(a) Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000.00 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). 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.

(b) If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the

Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. 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.

(c) This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, 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 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.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred and fees charged under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

(a) Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been fully and adequately rendered to City through the effective date of the termination, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

(b) Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data, as defined below, and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

(c) Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

BrightView Landscape Services, Inc.
825 Mabury Road
San Jose, CA 95133
Karine Stuimer, General Manager

City:

City of Milpitas
1265 N Milpitas Boulevard
Milpitas, California 95035
Attn: Tony Ndah, Director of Public Works

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.

3.5.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.4 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all costs of such action.

3.5.5 Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, subcontractors and subcontractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages, attorneys' fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, 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 City or its officials, officers, employees, agents or volunteers. This Section 3.5.5 shall survive any expiration or termination of this Agreement.

3.5.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be supplemented, amended or modified by a writing signed by both Parties.

3.5.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Santa Clara County.

3.5.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.9 City's Right to Employ Other Contractors. City reserves the right to employ other Contractors in connection with this Project.

3.5.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.11 Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.13 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

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

3.5.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.17 Prohibited Interests. 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 Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.18 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. 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. Contractor shall also comply with all relevant provisions of any minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.19 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' 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 Services.

3.5.20 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.22 Employment Adverse to City. Contractor shall notify City, and shall obtain City's written consent, prior to accepting work to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against City during the term of this Agreement.

3.5.23 Conflict of Employment. Employment by Contractor of personnel currently on the payroll of City shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by Contractor of personnel who have been on City's payroll within one year prior to the date of execution of this Agreement, where this employment is caused by and or dependent upon Contractor securing this or related Agreements with City, is prohibited.

3.5.24 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, and the obligations related to receipt of subpoenas or court orders, shall survive any such expiration or termination.

3.5.25 Subcontracting. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.5.26 Wage Theft Prevention

(a) Contractor, and any subcontractor it employs to complete work under this Agreement, 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.

(b) BY SIGNING THIS AGREEMENT, 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 AGREEMENT 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 AGREEMENT.

(c) If at any time during the term of this Agreement, 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 Agreement 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 Agreement demonstrating continued compliance with the plan until the judgment, decision or order has been fully satisfied.

(d) 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.

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

(f) 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 Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

SIGNATURE PAGE FOR AGREEMENT
FOR LANDSCAPING SERVICES AT VARIOUS CITY FACILITIES SERVICES
BETWEEN THE CITY OF MILPITAS
AND BRIGHTVIEW LANDSCAPE SERVICES INC.

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:

Lauren Lai, CPA, MPA
Finance Director/Risk Manager

Approved As To Form:

Christopher J. Diaz, City Attorney

Approved As To Content:

Tony Ndah
Director of Public Works

BRIGHTVIEW LANDSCAPE SERVICES INC.

Signature

Name

Title

Date

EXHIBIT "A"
SCOPE OF SERVICES

COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM (CMMS). The City utilizes Lucity, a web-based CMMS, for work orders, cost tracking, and asset management on this contract. The contractor must use this system (at no cost to the City) to document all work performed under this contract.

MAINTENANCE AND SERVICE REPORTS. The Contractor shall submit a full report for all scheduled maintenance and service calls. All information shall be inputted to the City's CMMS system to the satisfaction of the City's Facilities Manager. The Contractor shall submit a full report for all work , not later than five (5) working days after such maintenance work is completed. The report shall include the following minimum information or as otherwise determined by the assigned Public Works Manager:

a. Date of the maintenance or service request
b. Name of City representative that placed the service call
c. Date of service
d. Time in and time out
e. Type of Service
f. Building serviced
g. Specific area and equipment being serviced (location of equipment, etc.)
h. Services performed or scheduled completion date
i. Number of service hours
j. Name of the technician
k. Hourly rate for services performed
l. Parts and Material(s) used
m. Cost of material(s)/equipment
n. Job title of the technician(s); Job Classification and Skill Level
o. Signature of building representative
p. Warranty of any new material/equipment installed (labor included)

SPECIAL REPORTS. If an issue is discovered that has the potential to become a major problem, or if it may be the cause for shutdown repairs, this problem must be directly brought to the attention of the Assigned Public Works Manager orally and in writing so that a plan of action can be formulated for the timeliest repair to the equipment.

SUSPENSION OF SERVICES. At the City's sole discretion, service(s) may be suspended or resumed from any City facility with fourteen (14) calendar day written notice to the Contractor. Email from the City's Project Manager to the Contractor's Project Manager shall constitute written notice and will be effective the date sent from the City's Project Manager.

[CONTINUES ON FOLLOWING PAGE]

Request For Proposal No. 2522
Grounds Maintenance At Various City Facilities

Scope of Work

LOCATION/AREAS OF WORK

1. City Hall 455 E. Calaveras Blvd.
2. Recreation Center 457 E Calaveras Blvd
3. Senior Center 40 N. Milpitas Blvd.
4. Milpitas Sports Center 1325 E Calaveras Blvd.
5. Fire Station No. 1 777 S Main St.
6. Fire Station No. 2 1263 Yosemite Dr.
7. Fire Station No. 3 45 Midwick Dr.
8. Fire Station No. 4 775 Barber Ln.
9. Milpitas Community Library 160 N Main St.
10. Public Works Admin/Corp Yard 1265 N Milpitas Blvd.
11. Police Station 1275 N Milpitas Blvd.

SCOPE OF WORK

Contractor shall furnish all labor, equipment, expertise, equipment, transportation, materials and supervision necessary to provide complete and continuous care of all trees, shrubs, ground covers, annuals, turf and all other work connected thereto as specified below. This Bid does not include Pond maintenance. All work shall be performed in accordance with the Frequency Schedule. Within one hundred (100) calendar days of contract start and every subsequent October of the Agreement the Contractor shall bring forth to the Monthly Coordination Meeting their recommended changes (if any) to the Frequency Schedule to ensure the City facilities are maintaining a neat and tidy appearance year-round.

1. PERSONNEL/SUPERVISION

1.1. All included work shall be performed by persons directly employed and supervised by the Contractor. The Contractor shall provide management and technical supervision.

1.2. Sub Contractors may be utilized to perform certain specialized functions within this contract and will be directly supervised by Contractor.

1.3. All employees of the Contractor shall be U.S. citizens or resident aliens and each is subject to the approval of the City as to professional appearance in uniform and performance.

1.4. All work shall be conducted in a manner so as to cause the least possible interference with or annoyance to others.

2. MATERIALS

2.1 Materials shall be of the highest quality available. The County Agricultural Commissioner's Office must, by law, be given a monthly record of all herbicides, insecticides and disease control chemicals used.

2.2 Client understands and acknowledges that, in the performance of their obligations herein, Contractor will require the use of certain government-approved chemicals, which will be applied in accordance with manufacturer's instructions and government regulations. Client agrees to hold Contractor shall be responsible for the proper use of said chemicals in the course and scope of the performance of Contractor's work.

3. LAWN CARE

Lawns shall be maintained in accordance with the Frequency Schedule by furnishing necessary services, including the following:

3.1 Lawns shall be mowed to a height of two inches or as appropriate using sharp, adjusted mowing equipment, once each week during the season of active growth (between April and November) and otherwise as needed during the dormant season from December to February. No mowers larger then a “Toro Z” mower will be permitted. The turf is currently hand mowed and preferred.

3.2 No grass clippings shall be left on the lawn that will not dry up and fall below growing level within 24 hours.

3.3 All edges will be trimmed in accordance with the Frequency Schedule. Edging must be done with a string machine, no blades are allowed.

3.4 Paper, trash, twigs, and other undesirable materials will be removed from lawns in accordance with Frequency Schedule.

3.5 Lawns will be fertilized to supply a minimum of 6 pounds of actual nitrogen per 1000 square feet per application.

3.6 Broadleaf weeds will be controlled as per Frequency Schedule with selective herbicides. Pre-emergent chemicals may be used, if necessary in spring to reduce crabgrass, spurge, and other annual weed infestations. All pesticides will be applied by trained pesticide applicators with a current recommendation issued by a licensed Pest Control Advisor. The City practices Integrated Pest Management (IPM) and would require Landscape Contractor to do the same.

3.7 Contractor shall maintain reasonable control of pests and diseases with approved materials. The objective shall be not to keep the site entirely pest-free, but to carry on a responsible pest management which control those problems which threaten permanent or irreparable damage to plant material.

3.8 Aerating shall be performed in accordance with the Frequency Schedule.

3.9 Other services such as over seeding or power raking to remove thatch build-up will be performed as an additional charge as approved.

4. GROUND COVER CARE

Ground cover shall be maintained in accordance with the Frequency Schedule, including the following:

4.1 Weed control shall be maintained so that no obvious weeds are left visible. Weeds shall be controlled with suitable pre-emergent herbicide, and also with systemic herbicides.

4.2 Ground covers shall be edged back from paved areas, buildings and walkways in accordance with the Frequency Schedule.

4.3 Fertilization will be done with a complete fertilizer furnishing needed nutrients including nitrogen, phosphorus, potassium and minor elements in proportion to maintain normal, healthy growth.

4.4 Ground covers shall not be allowed to grow over shrubs or trees planted in ground cover beds.

4.5 Rodent control in these areas will be done at an additional charge to this contract.

4.6 All dead, diseased, and unsightly branches, vines, or other growth shall be removed.

4.7 Areas shall be policed for litter in accordance with the Frequency Schedule.

4.8 Mowing of groundcover areas is recommended to rejuvenate, reduce fire hazard and control rodents and other pests. This work will be done in accordance with the Frequency Schedule.

5. TREE AND SHRUB CARE

Trees and shrubs shall be maintained in accordance with the Frequency Schedule, by the following:

5.1 Pruning shall be done to select and develop permanent scaffold branches; to eliminate diseased or damaged growth; to eliminate weak branch attachment angles, to reduce wind damage by thinning out the crown, to encourage a natural growth within space limitations, and to encourage a natural growth pattern to each specific variety.

5.2 All included trees and shrubs shall be kept pruned back to clear all roads, drives and walkways towards achieving optimum efficiency and safety for all pedestrians and vehicles.

5.3 Pruning shall be done to keep plants clear of all doorways and important windows, to permit a clear view of all signage, to remove blocks to full illumination of lighting fixtures and the airflow from vents. Any limbs or branches touching or brushing buildings or other structures shall also be removed.

5.4 Deciduous tree and shrub pruning shall be done when trees are dormant.

5.5 Evergreen trees and shrubs shall be thinned and shaped as necessary.

5.6 Damaged trees or those that constitute health or safety hazards shall be pruned at any time of the year required.

5.7 Lower branches of young trees shall not be removed but shall be retained in a "tipped back" condition to attain maximum trunk caliper growth until the trees are able to stand without artificial support.

5.8 All pruning cuts are to be made to lateral branches, buds, and flush with trunk. Stubs will not be permitted.

5.9 Sucker growth at the base from soil level or below will be removed.

5.10 A tree pit of bare earth shall be maintained weed and grass free around each tree in turf areas to facilitate mowing and to prevent damage to roots or trunk from mowing or excess water.

5.11 The objectives of shrub pruning are the same as for trees: to thin, shape, to maximize ornamental qualities (i.e. flowers and fruit or berries) and to attain a natural, healthy appearance. Shrubs shall not be sheared into balled or boxed forms. If previous maintenance practices have been to shear and ball, then a natural shape will be restored gradually. To prevent legginess (sparse lower branches) shrubs shall be maintained with lower foliage wider than upper foliage. This practice shall allow more light to reach lower foliage, preventing the loss of leaves due to shading.

5.12 Staking and guying shall be eliminated as rapidly as trees become self-supporting. If still unstable after trunk caliper exceeds four inches (4"), replacement shall be recommended to City. While in place, stakes and guys shall be inspected regularly to prevent girdling or rubbing damage to trunk or limbs.

5.13 Trees and shrubs will be sprayed if necessary and at an additional charge to this contract.

5.14 Dead plants and those in a state of decline shall be brought to the City's attention immediately. Replacement plants shall be of a size, variety, and condition acceptable to the City, to be paid for by the City unless due to negligence of the Contractor.

5.15 Vines shall be trained to follow intended design. Installation of additional hardware for support purposes will be performed at an additional charge upon approval from City.

6. PAVED AREAS

6.1 Cracks in sidewalks, curbs, gutters, and other paved areas which are included in this contract shall be kept weed free.

6.2 All paved area maintenance of driveways and sidewalks shall be maintained in accordance with the Frequency Schedule.

7. IRRIGATION

Irrigation system management shall be maintained by City staff.

8. NON-VEGETATED / NATURAL AREAS

Non-vegetated / natural areas will be maintained in accordance with the Frequency Schedule.

EXHIBIT "B"
SCHEDULE OF SERVICES

WORK ITEM	January	February	March	April	May	June	July	August	September	October	November	December
Coordination Meetings with Public Works Manager	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly
A. TURF CARE												
Leaf, Debris Removal	2	1	1	1	1	1	1	1	1	1	1	2
Trash Removal	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly
Weed Eater	2	2	2	2	2	2	2	2	2	2	2	2
Weed Control-pre			1						1			
Weed Control-broad				1							1	
Weed Control-Rndup			1			1				1		
Pesticide & Herbicide Application	Version Signed		2	1		1				1	1	
Fertilize			1			1				1		
Mow	2	2	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	2
Edge	2	2	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	2
Blow	2	2	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	2
Aeration			1						1			
B. GROUNDCOVER												
Leaf, Debris Removal	2	1	1	1	1	1		1	1	1	1	2
Trash Removal	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly
Neat Appearance	1	1	1	1	1	1	1	1	1	1	1	1
Weed Control-pre				1							1	
Weed Control-Rnd-up			1			1				1		
Pesticide & Herbicide Application			1	1		1				1	1	
*Weed Control-Man	1	1	1	1	1	1	1	1	1	1	1	1
Mulch Application				1								
Fertilize			1			1				1		
Mow/Sheer		1										
Edge from walks/curbs	2	2	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	2
C. SHRUBS, TREES & FLOWERS												
Neat Appearance	1	1	1	1	1	1	1	1	1	1	1	1
Weed Control-pre				1							1	
Weed Control-Rnd-up			1			1				1		
* Weed Control-Man	1	1	1	1	1	1	1	1	1	1	1	1
Fertilize			1			1				1		
Pruning Shrubs		1			1			1				
Pruning Trees		1										
Plantings: Trees & Shrubs				1								
Plantings: Flowers				1					1			
D. IRRIGATION SYSTEM MAINTENANCE	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly
*As Needed Items												

EXHIBIT "C"
COMPENSATION

[BEGINS ON FOLLOWING PAGE]

Location	Address	Weed, Disease, & Pest Control SOW 3.2 (Monthly)	Irrigation System Maint. and Repairs SOW 3.3 (Monthly)	Pesticide Application SOW 3.5 (Monthly)	Turf Care SOW 3.6 (Monthly)	Groundcover Maintenance SOW 3.8 (Monthly)	Pruning SOW 4.0 (Monthly)	Cleaning SOW 4.1 (Monthly)	Monthly Lump Sum	Fertilizing SOW 3.4 (Biannual)	Mulching SOW 5.0 (Please enter total amount for an estimated 5 cubic yards annually per site)	Spring & Fall Planting SOW 5.0 (Biannual)	Annual Lump Sum
Milpitas City Hall	455 E. Calaveras Blvd.	$ 89.00	$ 300.00	$39.00	$277.00	$14.00	$287.00	$ 235.00	$1,241.00	$82.00	$ 860.00	$1,800.00	$ 17,634.00
Recreation Center	457 E. Calaveras Blvd.	$ 40.00	$ 300.00	$38.00	$366.00	$14.00	$181.00	$ 172.00	$1,111.00	$51.00	$ 860.00	$ -	$ 14,243.00
Senior Center	40 N. Milpitas Blvd.	$ 58.00	$ 300.00	$43.00	$255.00	$14.00	$220.00	$ 195.00	$1,085.00	$54.00	$ 860.00	$ -	$ 13,934.00
Milpitas Library	160 N. Main St.	$ 69.00	$ 229.00	$59.00	$ 89.00	$14.00	$243.00	$ 188.00	$ 891.00	$87.00	$ 860.00	$ -	$ 11,639.00
Milpitas Fire Station #1	777 S. Main St.	$ 37.00	$ 114.00	$33.00	$ -	$ 7.00	$173.00	$ 128.00	$ 492.00	$46.00	$ 860.00	$ -	$ 6,810.00
Milpitas Fire Station #2	1263 Yosemite Dr.	$ 49.00	$ 114.00	$43.00	$ 46.00	$ 7.00	$210.00	$ 150.00	$ 619.00	$56.00	$ 860.00	$ -	$ 8,344.00
Milpitas Fire Station #3	45 Midwick Dr.	$ 18.00	$ 114.00	$16.00	$ 37.00	$ 7.00	$125.00	$ 103.00	$ 420.00	$23.00	$ 860.00	$ -	$ 5,923.00
Milpitas Fire Station #4	775 Barber Ln.	$ 26.00	$ 114.00	$23.00	$ 78.00	$14.00	$106.00	$ 114.00	$ 475.00	$33.00	$ 860.00	$ -	$ 6,593.00
Public Works Admin/Corp Yard	PDF Version Signed	$ 52.00	$ 82.00	$17.00	$ -	$ -	$137.00	$ 46.00	$ 334.00	$10.00	$ 860.00	$ -	$ 4,878.00
Police Station	1275 N. Milpitas Blvd.	$ 52.00	$ 229.00	$42.00	$488.00	$14.00	$208.00	$ 220.00	$1,253.00	$65.00	$ 860.00	$ -	$ 15,961.00
Milpitas Sports Center	1325 E. Calaveras Blvd.	$ 25.00	$ 229.00	$16.00	$245.00	$ 7.00	$149.00	$ 110.00	$ 781.00	$69.00	$ 860.00	$ -	$ 10,301.00
										Annual Total			$ 116,260.00

EXHIBIT "D"

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 D**. 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.

_**X**__ 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:

_**X**__ 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 appropriates 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 appropriates 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:

__**X**_ **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.

___ 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.

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Receive Presentation of Police Department's Response to Drug Related Calls**
Category:	Public Safety
Meeting Date:	8/17/2021
Staff Contact:	**Jared Hernandez, Acting Chief of Police, 408-586-2402**
Recommendation:	Receive Presentation of Police Department's Response to Drug Related Calls

Background:
During the City Council meeting on Tuesday, June 1, 2021, Council requested that staff return to Council with an informational presentation regarding the Police Department's response to drug related calls.

The Milpitas Police Department (MPD) is a full-service police department that responds to a variety of call types including incidents involving the use, possession, and sale of drugs. Drug related offenses are often related to other criminal offenses. Sometimes a person under the influence of drugs may be mistaken for a person experiencing a mental health crisis or drug use can exacerbate an existing mental health condition. Officers are trained to recognize and identify illegal drugs, the symptomology of someone that may be under the influence of drugs, and how to recognize a person that may be experiencing a mental health crisis.

MPD has taken a proactive approach when dealing with individuals found in possession of and/or under the influence of illegal drugs. Officers may offer resources for treatment, issue a criminal citation, or arrest and transport the individual to jail depending on the circumstances.

Analysis:
In response to the Council request, staff is providing information regarding MPD's response to drug related calls, staff training and drug offense related data.

Response to Drug Related Calls:
The Milpitas Police Department operates its own Dispatch Center twenty-four hours per day, seven days per week. The communications center is staffed with dispatchers who receive calls for service, dispatch police services, dispatch fire services, and dispatch public works services. Calls for service are received through phone calls to 9-1-1, text to 9-1-1, and calls to a non-emergency landline. The dispatcher receiving the call obtains information from the caller and determines what type of service is appropriate to respond. During a drug related call for service, the caller may be a third party or an involved party. Additionally, police officers may encounter an individual who is in possession of drugs and or under the influence of drugs in response to a call for service or self-initiated contact such as a pedestrian or vehicle stop.

Investigations are predicated on how the officer contacted the individual. Officers are trained to recognize physiological symptoms of someone under the influence of drugs and the identification of suspected drugs. Officers have discretion on what action they will take in relation to a drug offense; this action can result in a citation and release, a citation and transport to the County of Santa Clara operated Mission Street Sobering Station located in the City of San Jose, or in an arrest where an individual is transported to jail.

Officers are trained to differentiate between a mental illness and drug intoxication case; however, there are instances when an individual is suffering from a mental health illness and is under the influence of an illegal

drug. Officers routinely offer treatment resources to people who suffer a substance abuse problem, which is mostly not accepted.

When an officer believes someone is suffering from a mental health related issue while charged with a drug offense, the officer addresses the mental health component. For example, someone may be arrested for being under the influence of a drug and display behavior indicative of a mental health issue. Then, the officer is expected to conduct a mental health evaluation of the person. If the person meets the criteria described in 5150 of the Welfare and Institution Code, a psychiatric hold will be placed on the person in addition to the criminal charge. The person will be transported to the County Jail for the criminal offense and will receive assistance for their mental health illness at the jail facility.

Opioid Crisis:
According to the Centers for Disease Control (CDC), 136 people die each day of an opioid related overdose. Unfortunately, our City has not been immune from the impacts of the national opioid crisis. The Milpitas Police Department currently equips officers with Narcan. Narcan is an opioid antagonist used for the complete or partial reversal of an opioid overdose. This powerful tool was first used by an officer in January 2020, since then officers have successfully used Narcan on 14 individuals who overdosed on an opioid. Every use of Narcan resulted in the saving of a life.

Training:
MPD ensures staff is properly trained to respond to drug related calls. Officers receive approximately 17 hours of controlled substances training in the police academy. Officers receive additional hands-on training in the Field Training Program. This training includes recognition of symptoms associated with drug intoxication, identification of drugs, identification of drug paraphernalia and the CA Penal code elements of each appropriate drug related offense. Once an officer completes the field training program, they are eligible to attend Drug Recognition Expert (DRE) training. DRE is a POST approved 72-hour course which covers: Field Sobriety, Under the Influence, Eye Examinations, Drug Classification Categories, Drug Trends, Signs and Symptoms, Physiology of Drugs, Court Room Testimony and Report Writing. Officers are sent to DRE training based on course availability. Officers who complete this course frequently share the information learned with their peers. Officers are also able to attend Drug Endangered Children (DEC) training. DEC specifically focuses on the impacts of drug use by adults on children. The objective is to ensure children are in an environment that is safe and drug free, DEC trains officers to understand crimes associated to drug use around children and the resources available to vulnerable children. Officers can further develop their expertise in drug related offenses by joining the California Narcotics Officers Association (CNOA). CNOA facilitates over 50 POST certified courses related to the sale of, transportation of, possession of and effects of illegal drug use.

Drug Related Data
The tables below provide 5 ½ years of drug related data including number of arrests and citations, number of felonies and misdemeanors, number of juvenile cases. Additionally, in 2020 and 2021, 748 individuals were cited or arrested for a narcotics related offense. Of those citations and arrests, 255 were Milpitas residents (34%) and 493 were non-Milpitas residents (66%).

The table below shows the drug related arrests and citations from 2016 to June 2021:

	2016	**2017**	**2018**	**2019**	**2020**	**2021***	**Total**
Arrests	342	259	272	251	197	118	1,439
Citations	209	215	231	193	294	139	1,281
Total Arrests and Citations	**551**	**474**	**503**	**444**	**491**	**257**	**2,720**

* six months of data

The tables below show felony and misdemeanor charges. It is important to note that individuals are often charged with more than one drug related offense (e.g.: under the influence and possession of paraphernalia); therefore, the total number of felony and misdemeanor charges exceeds the total number of drug related arrests and citations.

	2016	2017	2018	2019	2020	2021*	Total
Felony	**95**	**56**	**37**	**47**	**18**	**8**	**261**

* six months of data

	2016	2017	2018	2019	2020	2021*	Total
Misdemeanor	**705**	**613**	**704**	**616**	**655**	**363**	**3,656**

* six months of data

The table below shows the drug related citations/arrests of juveniles from 2016 to June 2021:

	2016	2017	2018	2019	2020	2021*	Total
Juvenile	**13**	**16**	**5**	**12**	**3**	**3**	**52**

* six months of data

Post Citation/Arrest:
Once a citation or arrest is made the case is referred to the District Attorney's Office to determine if the person will be prosecuted. The District Attorney's office will consider prosecution of a drug offense after the third citation and/or arrest within a 12-month period. If an individual is prosecuted and convicted, the courts can mandate the individual seek treatment. It is the role of the courts through the Probation Department to ensure the individual complies with requirements mandated by the court. The Milpitas Police Department is not directly involved in the rehabilitation process but does consult with the Probation Department on certain cases when necessary.

Drug Related Resources:
The Milpitas Police Department offers the Mission Street Sobering Center as a resource to those suffering from a chemical dependency. Mission Street Sobering Center is run by the Santa Clara County Behavioral Health Services. This facility provides treatment for those suffering from alcohol and chemical dependency as well as mental health illnesses. An individual's decision to stay at the Mission Street Sobering Center is voluntary; officers are unable to force an individual into treatment. Our experience has been that most people who have been offered this resource have declined it.

Fiscal Impact:
Not Applicable.

California Environmental Quality Act:
Not Applicable.

Recommendation:
Receive Presentation of the Police Department's Response to Drug Related Calls.

MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS

NOTE: Deferred and completed items are not listed

2021	OPEN				
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:**
1	Requested staff look into donating old, obsolete, noncompliance items from the Fire Department to Sister City Dagupan	Chua	CCM	8/9/2021	Scheduled for next Quarterly Additional City Council Workplan Items Prioritization Discussion
2	Look into allowing outdoor music and would like the ordinance brought back to Council.	Montano	CCM	8/5/2021	Scheduled for next Quarterly Additional City Council Workplan Items Prioritization Discussion
3	Requested that the City create and ordinance that continues with the six-foot distancing	Montano	CCM	8/5/2021	Scheduled for next Quarterly Additional City Council Workplan Items Prioritization Discussion
4	Requested that staff provide Council with the logistic for the national Clean-up day on September 18	Chua	CCM	8/5/2021	Information Memorandum scheduled to be released during the week of 8/16/2021
5	Look into how the City can be a resource for small businesses to help guide them on what to do in terms of ADA (Americans with Disabilities Act) requirements due to the quick changes made to facilities during the pandemic	Chua	CCM	8/5/2021	
6	Look into opening up the Senior Center on Saturdays for half a day	Chua	CCM	8/5/2021	Scheduled for next Quarterly Additional City Council Workplan Items Prioritization Discussion

MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS

7	Staff bring a presentation forward regarding Project Home Key	Dominguez	CCM	8/5/2021	
8	Look into bringing in a Hispanic food store into the City	Montano	CCM	8/5/2021	
9	Look into bringing back a roller rink	Montano	CCM	8/5/2021	Scheduled for next Quarterly Additional City Council Workplan Items Prioritization Discussion
	ACTIVE				
	Topic	**Submitted by:**	**A, F, CM, or CCM**	**Date requested or Rec'd Form**	**STATUS and/or DATE scheduled on City Council meeting agenda:**
10	Requested that staff add a PSA (Public Service Announcement) on Crimes of Opportunities and have the Milpitas Police Department do an Outreach at the Famers Market	Chua	CCM	8/5/2021	Video PSAs scheduled to be released starting the week of 8/16/2021 and Farmer's Market outreach scheduled to be assessed on 8/15/2021
11	Discussion to recognize Juneteenth as a City holiday for City employees	Phan	CCM	6/21/2021	Scheduled to be discussed in Closed Session on 8/17/2021

MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS

12	Increase the City's rebate program to match Valley Water's two dollars rebate increase and look into expanding the "Lawn Buster" program to more residents based on income	Chua	CCM	6/15/2021	Valley Water Rebate Contract Amendment scheduled for Council consideration in September 2021; Contract with "Our City Forest" scheduled for Council approval in Fall 2021
13	ADU workshop in September/October	Chua	A	6/15/2015	8/09/2021 Council voted 5-0 to move this item forward in the winter 2021
14	City to proclaim August 21 as yard sale day in the City of Milpitas	Dominguez	A	6/8/2021	8/09/2021 Council discussed and Mayor asked that the request be sent directly to him
15	Explore having a number for people experience mental health or substance abuse crisis to call to get a referral for help	Dominguez	CCM	6/1/2021	AB 988 (Bauer-Kahan) would implement the National Suicide Hotline by July 16, 2022, designating "988" as a three-digit number for the National Suicide Prevention Hotline (NSPL).
16	Presentation on the Police Department's Response to substance abuse.	Chua	CCM	6/1/2021	agenized for 8/17/2021
17	City partner with the Chamber of Commerce to promote the City with a City event like an Art and Wine Festival, Rancho Days, Little Cornfield's day, or Frontier day	Montano	A	6/1/2021	8/09/2021 Council approved ARPA funding for the Chamber of Commerce to organize an Art and Wine Festival and other events
18	City create a mural for the Veterans	Montano	A	6/1/2021	8/09/2021 Council voted 4-1 move this item forward with direction to include the Veterans' Mural as part of the FY 2021-22 Mural program and seek input from the Veterans Commission

MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS

19	Job fair with 20 local businesses held soon and an additional one in the fall with the Chamber taking a larger role and the City providing some support	Chua	A	06/01/201	8/09/2021 Council approved ARPA funding for the Chamber of Commerce to organize one or two job fairs
20	Discussion in the next fiscal year, to have a sliding scale permitting program for seniors and low-income residence for necessary safety renovations	Tran	A	5/4/2021	8/09/2021 Council voted 5-0 to move this item forward and modify the existing Milpitas Assistance program to include seniors
21	Information showing that the ordinance requiring developers to provide art features is being followed and an update on the Art developer fees.	Montano	A	5/4/2021	Information Memorandum scheduled to be released in September
22	Report on Transit Occupational Tax (TOT) status	Montano	A	5/4/2021	Info Memo to be prepared
23	Purchase a display cabinet for City Hall with safety glass	Montano	A	5/4/2021	The display cabinet is installed; on 8/17/2021 Council is considering an Exhibit Policy
24	Discussion to reduce the City's Senior Center facilities deposit	Montano	A	5/4/2021	8/09/2021 Council voted 5-0 to refer this item as part of the development of the FY 2022-23 Master Fee Schedule
25	Discussion on a policy that makes human trafficking training mandatory in the hospitality industry	Dominguez	A	4/20/2021	discussed at 8/09/2021 meeting; item will be modified to address training for City staff instead of hospitality industry and considered at next quarterly discussion
26	Clean-up on Earth Day	Montano	A	4/20/2021	8/09/2021 Council voted 4-1 to incorporate the event into the Beautify Milpitas program

MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS

27	Requested that the City have mini-libraries in the low-income areas of the City.	Montano	A	4/20/2021	8/09/2021 Council voted 3-1-1 to move this item forward, staff to work with Vice Mayor to get direction
28	Staff to create a plan on how to increase the number of local businesses doing business with the City	Chua	A	4/6/2021	Info memo will be prepared
29	Staff to look into creating a rose garden with a children's memorial site	Montano	A	4/6/2021	8/09/2021 Council voted 4-1 to discuss details with Vice Mayor Montano and refer this item as part of the development of the 2023-2027 CIP
30	Staff to look into creating "Welcome to Milpitas" signs in key areas of in the City	Montano	A	4/6/2021	8/09/2021 Council voted 5-0 to move this item forward and work with organizations to sponsor the signs in key area at every exit off of the interstates
31	Staff to provide information to place a measure on the ballot to change the directly elected Mayor to a rotational at-large position	Tran	CCM	3/16/2021	Council meeting, along with discussion of Mayor and Councilmember term limits
32	Staff to provide information on a landmark policy for the City of Milpitas	Tran	A	3/16/2021	Policy to be sent to Council if existing, or a new policy to be brought for Council consideration by December 2021; 8/09/2021 Council voted 5-0 to
33	Discussion on exploring a mural program and requested information on the framework or best practices	Montano	A	3/16/2021	Approval of the Mural Program Policy and Procedure scheduled for 9/7/2021 City Council meeting
34	Discussion to memorialize those that have passed due to COVID19 in Milpitas	Dominguez	A	3/2/2021	8/09/2021 Council voted 4-1 to move this item forward no date was determined

MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS

35	Discussion to explore opportunity housing and prohibit single family zoning	Phan	A	2/16/2021	8/09/2021 Council voted 2-1-2 this item will not to move forward
36	Presentation on an City's action items opening City Hall for ARPA funding purposes	Chua	A	5/18/2021	Council approved the preliminary investment plan on 8/09/2021
37	Collaborative video with the City Council to send a message to help break the stigma against mental health	Dominguez	A	5/18/2021	In progress
38	Closed session presentation from a member of the executive team to receive an update on the City's preparedness against cyber-crime	Chua	A	4/20/2021; 5/11/2021	No closed session. Staff offering 1:1 briefing to interested Councilmember
39	Discussion to explore the opportunity to create middle-income workforce housing such as a program through the California Statewide Communities Development Authority	Phan	A	5/4/2021	Agendized for 5/11/2021; return with more information at a future meeting
40	Requested that the City provide a second round of small business grants using CDBG/Federal funds to help the small business community.	Montano	A	3/2/2021	Agendized for discussion on 4/06/2021; CC direction to Agendize for 5/11/2021; include in future ARPA discussion 6/08/2021
41	Amendment to the existing ordinance for third-party food delivery vendor services to prohibit regulatory response fees	Phan	A	2/16/2021	Agendized for discussion on 3/16/2021, deferred to 4/06/2021; CC direction for City Attorney to prepare a report
42	Amend Accessory Dwelling Units (ADU) ordinance to address unpermitted ADUs	Chua	A	1/5/2021	Target date: 3/16/2021; Council approved to move forward on 4/6/2021; First reading of ordinance on 8/05/2021; second reading agendized for 8/17/2021

MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS

43	Amend ordinance to remove affordable housing in-lieu fee; status update on this item	Chua	A	12/15/2020; 06/01/2021	Agendized on 1/5/21, Received Council majority vote on 2/2/2021 and 3/16/2021; staff will bring forward in Winter 2021
44	Ordinance to ban vaping in the City	Montano	A	12/15/2020	Ordinance regarding a ban on use in certain areas adopted by Council on 6/15/2021. Policy related to access to products will be brought forward in Fall/Winter 2021.
45	Review City policy on speed bumps	Tran	A	12/15/2020	Presented to Transportation Subcommittee on 02/12/2021; voted on 3/16/2021 to revisit this item
46	Require implicit bias training for City Council, Commissioners & staff	Dominguez	A	6/16/2020	approved 8/18/2020
47	Consider change in term limits for Mayor + Councilmembers	Montano	A	6/16/2020	8/4/2020: Voted 3 -2 to pursue; 2/02/2021 to agendize for a future meeting; 3/16/2021 voted 3-1-1 to move forward
48	Consider Community Museum and Park on Main St.	Phan	F	8/20/2019	to Rules 8/23/2019. Moved to Specific Plan Community Conversation events.

CCM: City Council Meeting

A: @Announcements

F: on a Form
CM: to/from City Manager

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Recommendations from Mayor Tran for Appointments for City Commissions**
Category:	Reports of Mayor and Councilmembers
Meeting Date:	8/17/2021
Staff Contact:	**Mayor Tran, 408- 586-3029**
Recommendation:	Approve Mayor Tran's recommendations for appointments to City Commissions.

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 a commission appointment.

Parks, Recreation, and Cultural Resources Commission

1. Move up Joseph Ehardt from Alternate No. 2 to a voting Commissioner with a term to expire in June 2024.

Youth Commission

1. Move up Nidhi Kaki from Alternate No. 1 to a voting Commissioner with a term to expire in September 2022.
2. Newly appoint Nia Atul Gupte to a Commission seat with a term to expire in September 2022.
3. Newly appoint Elizabeth Jiang to a Commission seat with a term to expire in September 2022.
4. Newly appoint Crystal Huang to a Commission seat with a term to expire in September 2022.

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:
Approve Mayor Tran's recommendations for appointments to City Commissions.

Attachments:
1. Commission Appointment Letter
2. Youth Commission Applications

Wendy Wood

Subject: FW: Promotion to PRCRC voting commissioner

Dear Mayor Richard Tran,
First, I appreciate your nominating me earlier this year to the Parks, Recreation, and Cultural Resources Commission as Alternate #2 as well as the confirmation by the City Council. The PRCRC is engaged in numerous important projects, so it is exciting to be making a contribution, one of which is the Park Markers Subcommittee in which I am a member. Also, for the last year or so, I have been assisting (as an historical advisor focusing on the accuracy of information) the City's efforts to transform the ground floor of the Jose Maria de Jesus Alviso Adobe residence into a public historical museum. Regarding my current reason for emailing you, I have been informed that there are two new vacancies among PRCRC voting commissioners and I am very interested in being promoted to one of these positions if this meets with your approval.

Respectfully,
Joseph Ehardt
Current Alternate 2, PRCRC
Docent, Milpitas Historical Society
Director of Archives, Milpitas Historical Society
Director of Educational Outreach Program, Milpitas Historical Society

Sent from Mail for Windows 10

COMMISSION/COMMITTEE APPLYING FOR:	Youth Advisory Commission
Name	Nia Atul Gupte
Address Type	Residence
Address	[redacted]
City	Milpitas
Postal/Zip Code	95035
E-Mail Address	[redacted]

City Clerk's Office
APR 05 2021
RECEIVED

Education: If Youth Advisory Commission applicant, indicate your grade/school: 7th grade: Rancho Milpitas Middle School

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):

Respected Sir/Madam,
I have been an active member of my student council in my elementary school (Vice President at John Sinnott elementary, 5th grade.) I believe I have the ability to run successful school/community programs.

Currently, I have started activities related to advocating climate change at MUSD schools via my blog http://climatter.wordpress.com/ and other initiatives at my school. I have reached out to the MUSD superintendent and spoke at length at the board meeting at also the MUSD team hall meeting about my plans regarding climate change.

If given the opportunity, I believe that I can serve in any role assigned to me.

Date Apr 03, 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. Nia Gupte

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

PROVIDE COMPLETE INFORMATION (in black ink)

Youth Advisory
COMMISSION APPLYING FOR

Senior Advisory Commission applicants only: are you a member of Milpitas Senior Center? **YES / NO**

☐ Mr.

☒ Mrs./Ms.

Name: Elizabeth (First) Y (Middle) Jiang (Last)

Address: [redacted] (Number) [redacted] (Street) (Apt. #)

Telephone Number(s): [redacted] **e-mail address:** [redacted]

Present Employer **Business Telephone**

Address **Occupation**

Education: If **Youth Advisory Commission** applicant, indicate your grade/school: Grade 11, Valley Christian High School

College, Professional, Vocational, or other schools attended	Major Subject	Date	Degree

List community organizations to which you belong or have belonged (additional information may be attached):

Date	Name of Organization	Officer / Member
5/26/19	BAYMS (Bay Area Youth Music Society)	Member
3/2/17	Milpitas Christian Church	Member
6/15/19	San Jose Food Bank	Member
8/21/19	Programming Club	Officer

Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):

As a passionate volunteer, I strive to enrich my community and surround myself with people who are dedicated to bettering the world, and at the same time broaden my own perspectives of the current social issues around me. At BAYMS (Bay Area Youth Music Society), I served at community centers, retirement homes, schools, and hospitals, performing my music to brighten the spirits of others, and I am honored to receive the Gold and Bronze President's Volunteer Service Award.

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.

Elizabeth Jiang
Signature

6/13/21
Date

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.**

NOTE: *ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD*

City Clerk's Office
JUN 18 2021
RECEIVED

CITY OF MILPITAS
COMMISSION/COMMITTEE APPLICATION

City Clerk's Office
AUG 10 2021
RECEIVED

Youth Advisory Commission
COMMISSION APPLYING FOR

PROVIDE COMPLETE INFORMATION (in black ink)

Senior Advisory Commission applicants only: are you a member of Milpitas Senior Center? YES (NO)

☐ Mr.
☑ Mrs./Ms.

Name: Crystal (First) (Middle) Huang (Last)

Address: Number [redacted] Street [redacted] Apt. #

[redacted]

Telephone Number(s) **e-mail address** [redacted]

Present Employer **Business Telephone**

Address **Occupation**

Education: If **Youth Advisory Commission** applicant, indicate your grade/school: 8th grade Thomas Russell Middle School

College, Professional, Vocational, or other schools attended	Major Subject	Date	Degree

List community organizations to which you belong or have belonged (additional information may be attached):

Date	Name of Organization	Officer / Member
8/9/2021	Junior Giants	Member

Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):

I believe that the qualfications, integrity, that I possess would be a great asset because honesty is very important when doing something and even communicating. I can also work in a team, whether it be as a member who provides ideas or a leader who listens and leads a team.

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.

Crystal
Signature

8/9/2021
Date

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.**

NOTE: *ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD*
Mail or drop off your completed application to the City Clerk, 455 E. Calaveras Blvd., Milpitas, CA 95035

MEMORANDUM

Building Safety and Housing Department

DATE: July 30, 2021

TO: Mayor and Council

THROUGH: Steve McHarris, City Manager

FROM: Sharon Goei, Building Safety and Housing Director
Ned Thomas, Planning Director

SUBJECT: SB 9 – The California Housing Opportunity and More Efficiency (HOME) Act

The purpose of this memorandum is to provide information about pending legislation (Senate Bill 9, Atkins) that seeks to create more opportunities for market rate and affordable housing by streamlining the process, through reduced local control, for a homeowner to create a duplex or subdivide an existing single-family lot.

Overview

In California, much of the available land has already been developed with housing or is unsuitable for housing because it is too far from job centers or transit, is not served by adequate infrastructure, is environmentally sensitive, or is located in areas with high wildfire danger. Accommodating California's housing needs can be accomplished by accommodating multifamily housing at higher densities throughout the state as well as promoting small scale "missing middle" housing such as townhomes, accessory dwelling units (ADUs), Junior ADUs (JADUs), duplexes, etc. in areas that have historically allowed only single-family residences.

SB 9 would create the potential for *up to* four units on an existing single-family lot. The parcel must be in an urbanized area, as defined by the U.S. Census, and may not be in an area subject to natural hazards such as wildfires, earthquake fault zones, flooding, etc. SB 9 also excludes prime agricultural land and historic and landmark districts.

SB 9 would allow a single lot to be split into two lots of equal size (the "lot-split provision"). The bill would also allow two dwelling units to be located on a single parcel in a single-family residential zone (the "two residential units provision"). Each of these actions would be subject to a ministerial permit process, which means that required permits would be reviewed by staff and approved "by-right" with no local discretion. New units created under the proposed bill would be exempt from environmental review under the California Environmental Quality Act (CEQA).

The bill contains guardrails such as the fact that property owners cannot split adjacent lots; cities can impose certain objective zoning, subdivision, and objective design standards so long as it doesn't preclude development of two 800 square feet units; cities can prohibit demolition of more than 25% of the existing exterior structural walls of the home; cities can require that the homeowner live in one of the split lots for a year; and homeowners cannot demolish units that were occupied within the last 3 years or that are deed restricted or rent stabilized. Units created under this bill cannot be used for short-term rentals and cities can require four-foot side and rear setbacks.

The proposed bill was approved by the California State Senate on May 26, 2021 and is now being considered by the State Assembly.

Two Scenarios under Proposed SB 9

Scenario 1: The "two residential units provision" of SB 9 (not limited to "duplexes") is invoked but not the "lot-split provision."

In this case, the single lot could have two free-standing houses, two townhouses, or a duplex. There is no requirement that the two residential units be attached (a "duplex") or free-standing. Under current state and local ADU regulations, one ADU and one JADU would also be allowed "by right" on the parcel.

Up to 4 units: Two residential units on the single lot plus the possibility of an ADU and a JADU on the same lot.

Scenario 2: Both the "lot-split provision" and the "two residential units provision" allowed on each of the two new lots.

One lot becomes two lots that are no smaller than 1,200 square feet each. Each lot can have two residential units. As currently written, the bill does not require a City to approve ADUs or JADUs on lots that have been divided under SB 9.

Total of 4 units: Two residential units on each of the new lots created from the single lot.

Arguments For and Against SB 9

Proponents suggest the bill would build upon recent ADU legislation by allowing for small-scale rental and ownership opportunities in high resource neighborhoods. Such changes could create new opportunities to own small homes and build generational wealth. A study published on July 21, 2021 by the UC Berkeley Terner Center for Housing Innovation concluded that SB 9 would provide a modest boost in housing construction and would be financially feasible for only about 1.5% of the state's single family parcels.[1] The report predicts that the new capacity created by SB 9 would only be a fraction of what is needed to meet current housing demand.

In a letter dated April 27, 2021, the League of California Cities opposed SB 9 because, "…it will not spur much needed housing construction in a manner that supports local flexibility, decision making, and community input. State-driven ministerial or by-right housing approval processes fail to recognize the extensive public engagement associated with developing and adopting zoning ordinances and housing elements that are certified by the California Department of Housing and Community Development (HCD)." In addition to concerns over local control, opponents criticize the bill for adding too much density; for pitting investors and developers against homebuyers in the market; for not requiring affordability restrictions; for its potential to increase gentrification in lower income neighborhoods; for not allowing larger setbacks; and for not requiring yard space or garages.[2]

[1] https://ternercenter.berkeley.edu/blog/duplexes-lot-split-sb-9/

[2] https://www.livablecalifornia.org/sb-9-is-one-of-the-7-bad-bills-of-2021-lets-end-homeownership-by-toni-atkins-and-scott-wiener/

Legislative Advocacy Framework

On April 20, 2021, the Milpitas City Council directed staff to move forward with a Legislative Advocacy Policy and Legislative Guideline Principles. On May 18, 2021, the Council approved the Legislative Advocacy Policy and Legislative Guideline Principles.[3] For the City to provide input on bills or regulatory proceedings in a very short turnaround time, Council approved nine Legislative Guiding Principles which included 1) protect local control and 3) support efforts to create affordable housing and addresses homelessness.

As is sometimes the case with legislation, SB 9 both conflicts and furthers the City's current Legislative Guiding Principles. Specifically, the bill would support Principle No. 3 by allowing small-scale infill housing where it is currently prohibited, apart from ADUs. However, the bill conflicts with Principle No. 1 by making the above provisions ministerial with no local discretion. Taking away local control would be a major concern for the City. The bill would limit the City's ability to enforce its parking requirements, which could result in spillover parking and burden the City's on-street parking supply. The bill would also limit the City's ability to engage the community through the development review process.

This memorandum provides information about SB 9 as currently proposed. The City Council may provide direction to staff as desired.

[3] Agenda item C9: https://www.ci.milpitas.ca.gov/_pdfs/council/2021/051821/attachments.pdf

MILPITAS CITY COUNCIL
AGENDA PREVIEW LIST

September 7, 2021

INVOCATION (assigned to Councilmember Phan)

PRESENTATION

- Pain Awareness Month (Proclamation)
- Week of September 5^{5h} – National Suicide Prevention Week (Proclamation)
- September 15 – Hispanic Heritage Month Flag Raising (Proclamation)

CONSENT CALENDAR

1. Receive City Council calendar for September 2021 (City Clerk)

2. Approve City Council meeting minutes of August 17, 2021 (City Clerk)

3. Approve the American with Disabilities Act (ADA) Complaint Policy and Procedure; Approve and Authorize the City Manager to Execute a Professional Services Agreement with Disability Access Consultants, LLC in the amount of $234,050 for ADA Self-Evaluation and Transition Plan for the ADA Compliance Review, Project No. 3436; and Approve a related Budget Appropriation (Steve Erickson)

4. Approve and Authorize the City Manager to sign the Santa Clara County Specialized Enforcement Team MOU (Jared Hernandez)

5. Approve the City Mural Program Policy and Procedure (Renee Lorentzen)

6. City Manager Employment Contract Extension (Chris Diaz)

7. VTA Measure B grant agreement (Ned Thomas)

8. Award of consultant contract for Main Street and Gateway Specific Plan (Ned Thomas)

9. Review and Accept the Legislative Action Report (Ashwini Kantak)

PUBLIC HEARING

10. Introduce an Ordinance for Updates to Milpitas Municipal Code on Purchasing (Lauren Lai)

COMMUNITY DEVELOPMENT

11. Receive report on proposed Rent and Mortgage Relief Program included in the Preliminary American Rescue Plan Act Investment Plan, and provide direction to staff (Sharon Goei)

COMMUNITY SERVICES

12. Receive Milpitas HOPE Suicide Prevention Task Force Annual Report (Renee Lorentzen)

PUBLIC SAFETY

LEADERSHIP

13. Approve amendment to Resolution No. 1626 to authorize the City Attorney position, including an amendment to the classification plan and the citywide budgeted allocated positions; receive input from Council on desired qualifications (Ashwini Kantak/Jeannine Seher)

REPORTS

14. Review list of Future Agenda Items Requested by City Councilmembers (Mayor & CC/City Clerk)

PREVIEW NEXT AGENDA

15. Preview list of items for September 21, 2021 (City Clerk)